



CITY OF WESTON, FLORIDA

SOLID WASTE, BULK WASTE AND RECYCLING COLLECTION SERVICES;
SOLID WASTE AND BULK WASTE DISPOSAL SERVICES; AND SALE
AND/OR DISPOSAL OF RECYCLABLE MATERIALS

BID NO. 2023-09

CITY OF WESTON, FLORIDA
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SOLID WASTE, BULK WASTE AND RECYCLING COLLECTION SERVICES;
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INDEX

BID DOCUMENTS:

SECTION 1 NOTICE TO BIDDERS

SECTION 2 GENERAL INSTRUCTIONS TO BIDDERS

SECTION 3 EVALUATION OF THE BID

SECTION 4 BID SECURITY

SECTION 5 BID FORMS

AGREEMENT DOCUMENTS:

SECTION 1 TERM, TERMINATION AND FRANCHISE

SECTION 2 SCOPE OF WORK

SECTION 3 STANDARDS OF WORK

SECTION 4 STANDARDS OF CONTRACTOR

SECTION 5 STANDARDS OF LABOR, EQUIPMENT, MATERIALS

SECTION 6 STANDARDS OF INSURANCE

SECTION 7 STANDARDS OF PERFORMANCE & PAYMENT SECURITY

SECTION 8 GENERAL CONDITIONS

SECTION 9 SPECIAL CONDITIONS

SECTION 10 EXHIBIT FORMS

APPENDIX A: SINGLE FAMILY RESIDENTIAL WASTE GENERATION STUDY

APPENDIX B: CURRENT CONTRACT PRICE SCHEDULE

SECTION 1

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Weston, Florida (the CITY) will be accepting sealed bids for:

SOLID WASTE, BULK WASTE AND RECYCLING COLLECTION SERVICES; SOLID WASTE AND BULK WASTE DISPOSAL SERVICES; AND RECYCLABLE MATERIALS SALE AND/OR DISPOSAL

BID NO. 2023-09

The CITY is requesting bids from qualified firms to provide Solid Waste, Bulk Waste and Recycling Collection Services; Solid Waste and Bulk Waste Disposal Services; and Sale and/or Disposal of Recyclable Materials within the CITY. The work consists of providing solid waste, bulk waste and recycling collection; solid waste and bulk waste disposal services; and the sale and/or disposal of recyclable materials services, for residential curbside, residential containerized, and commercial properties.

BIDDERS are advised that the CITY has **NOT** authorized the use of CITY's seal by individuals or entities responding to the CITY's RFP, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

EXPERIENCE

Bids will only be considered firms that are regularly engaged in the solid waste and recycling collection business with the ability to lawfully dispose of and/or sell collected items. Bidders shall provide the necessary documentation to demonstrate that they meet the following qualifications: Bidders shall have a minimum of five years continuous experience within the past 7 years in collecting residential curbside and containerized collection of Solid Waste, Bulk Waste and Recyclable Materials, and Commercial containerized collection of Solid Waste and Bulk Waste for at least one municipality with at least 18,700 single family dwelling units, 56,000 cubic yards of solid waste collected from multi-family property and 147,000 cubic yards of solid waste collected from commercial property.

MANDATORY PRE-BID CONFERENCE

A virtual pre-Bid conference shall be held on **October 17, 2023, at 10:30 a.m.** local time. BIDDERS planning to submit a bid are required to attend this conference. Failure of a BIDDER to be present for the entire mandatory pre-bid conference, beginning at the time stated above and concluding at the dismissal of the mandatory pre-bid conference by the CITY, shall render a BIDDER to be deemed non-responsive and the bid shall not be considered for award. Decisions of the CITY shall be final. Connect to the Live Event link via Cisco Webex as follows:

Event:	Pre-Bid for Bid No. 2023-09 for Solid Waste, Bulk Waste and Recycling Collection Services
Event address for attendees:	https://westonfl.webex.com/westonfl/j.php?MTID=m8bbd7ba55c5300ad48ae0201e343a194 You may also connect to: www.webex.com <ul style="list-style-type: none">• Click "Join a Meeting"• Enter Event/Meeting Number

Date and Time:	Tuesday, October 17, 2023 10:30 AM Eastern Standard Time (New York, GMT-05:00)
Event Number:	2301 502 9511
Event Password:	weston (937866 from phones and video systems)
Audio Conference:	To receive a call back, provide your phone number when you join the event, or call the number below and enter the access code. US Toll +1-415-655-0001 Show all global call-in numbers
	Access code: 230 150 29511

BID SUBMITTAL DEADLINE

Sealed Bids shall be received by the Director of Procurement until **2:00 p.m. local time, on November 6, 2023 (the "Submittal Deadline")** at the City of Weston, City Hall, located at 17200 Royal Palm Boulevard, Weston, Florida. The official clock at the City Hall reception desk shall govern. Bids received after this time shall be returned unopened. The sealed bids will be publicly opened at the City of Weston, City Hall after the Bid Submittal Deadline. Award of a bid will be made at a City Commission meeting. The public opening of submittals may be viewed by the public via Cisco Webex as follows:

Event:	Opening for Bid No. 2023-09 for Solid Waste, Bulk Waste and Recycling Collection Services
Event address for attendees:	https://westonfl.webex.com/westonfl/j.php?MTID=m8fa583d9b3db2fd12ad9f16c893a27e3 You may also connect to: www.webex.com <ul style="list-style-type: none"> • Click "Join a Meeting" • Enter Event/Meeting Number
Date and Time:	Monday, November 6, 2023 2:00 PM Eastern Standard Time (New York, GMT-05:00)
Event Number:	2302 907 1066
Event Password:	weston (937866 from phones and video systems)
Audio conference:	To receive a call back, provide your phone number when you join the event, or call the number below and enter the access code. US Toll +1-415-655-0001 Show all global call-in numbers
	Access code: 230 290 71066

AVAILABILITY OF BID DOCUMENTS

Interested parties may download a copy Bid No. 2023-09 for Solid Waste, Bulk Waste and Recycling Collection Services; Solid Waste and Bulk Waste Disposal Services; and Sale and/or Disposal of Recyclable Materials, by visiting the CITY's Procurement website at: <https://www.westonfl.org/government/procurement>. Bid documents are also available for electronic download from Demand Star at <http://www.demandstar.com>.

BID SECURITY

Bid security in the form of a bid bond acceptable to the CITY or a cashier's check made payable to the "City of Weston" in the amount of \$100,000.00 shall be required and submitted with the bid.

QUESTIONS

Any questions concerning this solicitation shall be submitted in writing to the **Director of Procurement, Martha Perez-Garviso at mperezgarviso@westonfl.org, with "Bid No. 2023-09, Solid Waste, Bulk Waste and Recycling Collection Services; Solid Waste and Bulk Waste Disposal Services; and Sale and/or Disposal of Recyclable Materials"** in the subject line, at least five business days prior to submittal deadline.

CONE OF SILENCE

A cone of silence is imposed upon publication of this Notice to Bidders. The cone of silence prohibits communications with the following individuals pertaining to this Bid:

Margaret Brown, Mayor
Mary Molina-Macfie, Commissioner
Byron L. Jaffe, Commissioner
Chris Eddy, Commissioner; and
Henry Mead, Commissioner

Cindy Tao, Director of Accounting, Selection Committee Member;
Bryan Cahen, Director of Budget, Selection Committee Member;
Kara Petty, Director of Parks, Selection Committee Member;
Thaddeus Bielecki, Director of Landscaping, Alternate Selection Committee Member; and

Any member of the Protest Committee, if and when established.

The details of the CITY's Cone of Silence are set forth in Section 32.10 of the City Code.

The Selection Committee shall convene at a publicly noticed meeting and review submissions, rank and evaluate the bids and provide a recommendation to the City Manager.

RIGHTS RESERVED

1. The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:
 - A. Reject any or all bids;
 - B. Waive any informality in a bids;
 - C. Waive any deficiency or irregularity in the selection process;
 - D. Accept or reject any or all qualifications statements in part or in whole; and
 - E. Request additional information as appropriate.

2. The City Commission reserves the right to:
 - A. Award all or a portion of the services set forth in the Bid as determined to be in the best interest of the CITY; and

- B. Reject any or all Bids if found by the City Commission not to be in the best interest of the CITY.
- C. Award an Agreement to one or more than one BIDDERS, make split or multiple awards as determined to be in the best interest of the CITY.
- D. In the event of a sole bid, reject the sole Bid.

Martha Perez-Garviso
Director of Procurement
City of Weston

Published: October 9, 2023

SECTION 2

GENERAL INSTRUCTIONS TO BIDDERS

2.1 Bid Submittal Deadline

The Bid Submittal Deadline is included in Section 1 - Notice to Bidders, of this Bid.

2.2 Intent

The CITY is requesting bids from qualified firms to provide Solid Waste, Bulk Waste and Recycling Collection Services; Solid Waste and Bulk Waste Disposal Services; and Sale and/or Disposal of Recyclable Materials within the CITY. The work consists of providing solid waste, bulk waste and recycling collection; solid waste and bulk waste disposal services; and the sale and/or disposal of recyclable materials services, for residential curbside, residential containerized, and commercial properties.

All BIDDERS are advised that the CITY has **NOT** authorized the use of CITY's seal by individuals or entities responding to the CITY's Bid, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

The CITY reserves the right to conduct investigations as it deems necessary, to determine the ability of the selected BIDDER (s) who shall perform the work or provide services. Information the CITY deems necessary to make a determination shall be provided by BIDDER upon request.

2.3 Scope of Work

- A. For residential curbside properties, Solid Waste collection consists of automated curbside collection two times per week, Bulk Waste collection consists of curbside collection once per quarter, and Recyclable Materials collection consists of automated curbside collection once per week. The Bidder shall be responsible for:
1. determining the location and method of disposal of all Solid Waste and Bulk Waste, which shall be done in accordance with all applicable local, state and Federal laws;
 2. all costs associated with the disposal of Solid Waste and Bulk Waste;
 3. determining the location and method of sale and/or disposal of Recyclable Materials and shall be entitled to retain the proceeds from any sales; and
 4. all costs associated with the disposal of any Recyclable Materials.
- B. For residential containerized properties, Solid Waste collection consists of containerized collection a minimum of two times per week, Bulk Waste collection consists of collection at the container location once per quarter and Recyclable Materials collection consists of containerized collection once per week. The Bidder shall be responsible for:

1. determining the location and method of disposal of all Solid Waste and Bulk Waste, which shall be done in accordance with all applicable local, state and Federal laws;
 2. all costs associated with the disposal of Solid Waste and Bulk Waste;
 3. determining the location and method of sale and/or disposal of Recyclable Materials and shall be entitled to retain the proceeds from any sales; and
 4. all costs associated with the disposal of any Recyclable Materials.
- C. For commercial properties, Solid Waste collection consists of containerized collection a minimum of two times per week. The Bidder shall be responsible for:
1. determining the location and method of disposal of all Solid Waste, which shall be done in accordance with all applicable local, state and Federal laws; and
 2. all costs associated with the disposal of Solid Waste.

2.4 Bid Documents

These Bid documents consist of the Bid Documents and the Agreement Documents. All forms and documents contained within the Bid and the Agreement shall be completed, sealed and submitted. Submittal of a response to this Bid constitutes a binding offer by the Bidder. A Bidder's failure to comply with any provisions in the Bid or the Agreement may result in a determination of non-responsibility and/or non-responsiveness, at the sole discretion of the City. All instructions in the Bid must be adhered to. Submission of a Bid indicates acceptance by the Bidder of the conditions contained in the Agreement.

2.5 Mandatory Virtual Pre-Bid Conference

- A. At the virtual pre-bid conference, representatives of the CITY shall be available to answer questions and explain the intent of the Bid or the Agreement. Questions about the Bid or the Agreement which have been submitted in writing and received by the CITY at least five business days prior to the bid opening will also be addressed.
- B. After the pre-bid conference, the CITY may prepare written documentation to answer questions which were addressed at the pre-bid conference which relate to the interpretation of, or changes to, the Bid or the Agreement which the CITY deems appropriate for clarification.

2.6 Bid Submittals

The Bid submittal package shall contain one (1) unbound original set and one (1) digital copy in Adobe PDF format on a CD/USB drive. Each copy shall contain all mandatory and optional information submitted by the Bidder. Additional copies may be requested by the CITY at its discretion.

2.7 Bid Packaging

The bid shall include all items identified in the above Section 2.6 and shall be submitted in one (1) plain sealed box, or other secured packaging, marked as "Bid" and shall be inclusive of all documents and samples. The outside of the sealed package must clearly indicate the

submitting **“Bid No. 2023-09 Solid Waste, Bulk Waste and Recycling Collection Services; Solid Waste and Bulk Waste Disposal Services; and Sale and/or Disposal of Recyclable Materials”**. BIDDER’s name, address, telephone number and a specific contact person should be included on the outside of the box.

BIDDERS are advised that the CITY shall not supply or sell materials to BIDDERS in connection with submission or preparation of bids, or any other matter, including but not limited to envelopes, labels or tape.

3. Signatures

- A. All required signatures shall be manual, in blue ink. Only those persons designated in Sections B through E below may sign the bid. The bid shall be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by a BIDDER to any part of the bid document shall be initialed in ink. Failure to manually sign the appropriate pages may disqualify the BIDDER and the bid may not be considered.
- B. Bids by corporations shall be executed in the name of the corporation by the President or Vice-President listed on www.sunbiz.org (or other such corporate officer if listed on www.sunbiz.org and accompanied by a resolution of the Board of Directors evidencing the corporate officer’s authority to sign) and attested to by the Corporate Secretary or an Assistant Secretary.
- C. Bids by limited liability companies shall be submitted in the name of the limited liability company by a Member, Manager or Officer listed on www.sunbiz.org. The address and state of organization of the limited liability company shall be shown below the signature.
- D. Bids by partnerships shall be submitted in the name of the partnership and signed by a general partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.
- E. Bids by sole proprietorships or individuals shall be signed by the Individual/sole proprietor. His or her address shall be shown below the signature.

2.8 Bid Format

All written or graphical work product provided to the City in PDF format shall be fully ADA compliant with the latest ADA regulations.

- A. The bid shall be typewritten single sided 8½ x 11-inch white paper. Pages shall be secured by staple, binding or similar closures.
- B. All pages are to be consecutively numbered. If there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form.

The additional pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc. If a form is provided and additional pages are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc.

- C. In instances where a response is not required, or is not applicable or material to the Bid, a response such as "no response is required" or "not applicable" is acceptable.
- D. The following forms shall be completed and submitted with the Bid:
- Bid Form 1: BIDDER's Statement of Organization
 - Bid Form 2: Personnel
 - Bid Form 2A: BIDDER's Equipment List
 - Bid Form 3: References
 - Bid Form 4: Non-Collusion Affidavit
 - Bid Form 5: Drug-Free Workplace
 - Bid Form 6: Independence Affidavit
 - Bid Form 7: Acknowledgment of Addenda
 - Bid Form 8: Bid Security
 - Bid Form 9: Scrutinized Companies
 - Bid Form 10: E-Verify Affidavit
 - Bid Form 11: Public Entity Crimes
 - Bid Form 12: Certification to Accuracy of Bid
 - Exhibit B: Fee Schedule
 - Cost Form 1: Single-Family Residential Curbside Collection & Disposal Services
 - Cost Form 2: Cost Bid for Residential Containerized Collection & Disposal Services
 - Cost Form 3: Cost Bid for Commercial Services
 - Exhibit C: CONTRACTOR's Subcontractors List
 - Exhibit D: Transition Plan
- E. The following items shall be submitted by the successful BIDDER after the award of the Agreement (at the time specified herein).
- Exhibit A: Certificate of Insurance
 - Exhibit E: Performance & Payment Security (**Letter of Credit Only**)

2.9 Submittal, Receipt and Opening of Bids

- A. All bids shall be submitted on or before the Bid Submittal Deadline to:

Director of Procurement
City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326

- B. The official clock at CITY Hall reception desk shall govern. Bids submitted and time stamped on or before the Bid Submittal Deadline shall be opened publicly at City Hall.
- C. All BIDDERS are reminded that it is the sole responsibility of the BIDDER to ensure that their Bid is time stamped by the CITY prior to the Bid Submittal Deadline. Bids received after the Bid Submittal Deadline shall be returned unopened.

2.10 Withdrawal or Revision of Bid Prior to and After Submittal Deadline

- A. Once a bid has been submitted to the CITY by the Bid Submittal Deadline, it shall not be returned to the BIDDER.
- B. The withdrawal, modification or correction of a bid after it has been submitted to the CITY shall constitute a breach by the BIDDER.

2.11 Bid Guarantee

All bids shall be guaranteed firm for a minimum of 90 calendar days after the submission of the bid.

2.12 Multiple Bids Prohibited

More than one bid from an individual, firm, partnership, corporation or association under the same or different names shall not be considered. Reasonable grounds for believing that a BIDDER is involved in more than one Bid for the same work shall be cause for rejection of all Bids in which such BIDDERS are believed to be involved. In addition, a single bid from more than one individual, firm, partnership, corporation or association under the same or different names shall not be considered. Joint ventures shall be permitted; however, such arrangements shall designate a single primary BIDDER or shall be combined into a single legal entity. The CITY shall only consider one Bid from one BIDDER.

2.13 Additional Terms and Conditions

No additional terms and conditions submitted by a BIDDER shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Bid or the Agreement.

2.14 Interpretations and Inquiries

- A. Submission of a bid shall serve as prima facie evidence that the BIDDER has examined the Agreement and is fully aware of all conditions affecting the provision of services.
- B. No person is authorized to give oral interpretations of, or make oral changes to, the Bid or the Agreement. Therefore, oral statements shall not be binding and should not be relied upon.

Any interpretation of, or changes to, the Bid or the Agreement shall be made in the form of a written addendum to the Bid or the Agreement and shall be furnished by the CITY to all BIDDERS who attend the mandatory pre-bid conference.

Only those interpretations of, or changes to, the Bid or the Agreement that are made in writing and furnished to the BIDDERS by the CITY may be relied upon.

2.15 Assignment; Non-transferability of Bid

- A. Bids shall not be assigned or transferred. A BIDDER who is, or may be, purchased by or merged with any other corporate entity during any stage of the bid process, through to and including awarding of and execution of the Agreement, is subject to having its bid disqualified as a result of such transaction. The City Manager shall determine whether a bid is to be disqualified in such instances.
- B. If, at any time during the bid process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of BIDDER, or the sale of a controlling interest in the BIDDER, or any similar transaction, the BIDDER shall immediately disclose such information to the CITY. Failure to do so may result in the bid being disqualified, at the CITY's sole discretion.

2.16 The CITY's Exclusive Rights

- A. The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:
 - 1. Reject any or all bid;
 - 2. Waive any informality in a bid;
 - 3. Waive any deficiency or irregularity in the selection process;
 - 4. Accept or reject any or all qualifications statements in part or in whole; and
 - 5. Request additional information as appropriate.
- B. The City Commission reserves the right to:
 - 1. Award all or a portion of the services set forth in the Bid as determined to be in the best interest of the CITY; and
 - 2. Reject any or all Bids if found by the City Commission not to be in the best interest of the CITY.
 - 3. Award an Agreement to one or more than one BIDDER, make split or multiple awards as determined to be in the best interest of the CITY.
 - 4. In the event of a sole bid, reject the sole bid.

2.17 Public Records

Upon award recommendation or 30 days after bid opening, whichever is earlier, any material submitted in response to this Bid shall become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Bidders shall claim the applicable exemptions to disclosure provided by law in their response to the Bid by identifying materials to be protected and shall state the reasons why such exclusion from public disclosure is necessary and legal.

The CITY reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

2.18 Public Entities Crime

- A. A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a Bid to provide any goods or services to the CITY and may not transact business with the CITY in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
- B. By submitting a response, the BIDDER certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in the Agreement.

2.19 Insurance Requirement

Within 14 calendar days of the date of the notice of intent to consider award of agreement by the City Commission, the Bidder shall furnish to the CITY proof of insurance as required herein.

2.20 Protest Procedures

- A. Standing: Parties that are not actual BIDDERS, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.
- B. Protest of Failure to Qualify: Upon notification by the CITY that a BIDDER is deemed non-responsive and/or non-responsible, the BIDDER who is deemed non-responsive and/or non-responsible may file a protest with the City Clerk by close of business on the third business day after notification (excluding the day of notification) or any right to protest is forfeited. A protest may be filed with prior notice to the Office of the City Clerk at City Hall during the following operating hours:

Monday-Thursday from 8:00 a.m. to 5:30 p.m. & Friday from 8:00 a.m. to 3:00 p.m.
- C. Protest of Award of Agreement: After a notice of intent to consider award of agreement is posted, a BIDDER who is aggrieved in connection with the pending award of the Agreement or any element of the process leading to the award of the Agreement may file a protest with the Office of the City Clerk by close of business on the third business day after posting (excluding the day of posting) or any right to protest is forfeited. A notice to consider rejecting all Bids is subject to the protest procedure.
- D. Content and Filing: The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the protest bond are received by the Office of the City Clerk. The official clock at City Hall reception desk shall govern.

- E. Protest Bond: A BIDDER filing a protest of failure to qualify and/or a protest of award of agreement shall simultaneously provide a protest bond to the CITY in the amount of \$10,000 or 2% of the bid amount, whichever is greater, for each protest. If the protest is decided in the protester's favor, the entire protest bond shall be returned to the protester. If the protest is not decided in the protester's favor, the protest bond shall be forfeited to the CITY. The protest bond shall be in the form of a cashier's check.
- F. Protest Committee: The Protest Committee shall review all protests. The City Manager shall appoint the members of the Protest Committee. No member of the City Commission or the Selection Committee shall serve on the Protest Committee. Each Protest Committee member shall complete and execute an independence affidavit. The City Attorney or designee shall serve as counsel to the Protest Committee. The meeting of the Protest Committee shall be open to the public and all of the actual BIDDER shall be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken. All of the actual BIDDERS shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the Agreement, or such other time as determined by the City Commission.
- G. Stay of Award of Agreement or Bid Process: In the event of a timely protest, the City Manager shall stay the award of the Agreement or the Bid process unless the City Manager determines that the award of the Agreement without delay or the continuation of the Bid process is necessary to protect any substantial interest of the CITY. The continuation of the Bid process or award under these circumstances shall not preempt or otherwise affect the protest.
- H. Appeals to City Commission: Any actual BIDDER who is aggrieved by a determination of the Protest Committee may appeal the determination to City Commission by filing an appeal with the Office of the City Clerk by close of business on the third business day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for the appeal. Filing of an appeal shall be considered complete when the appeal is received by the Office of the City Clerk. An appeal may be filed in person at City Hall with prior notice to the Office of the City Clerk.
- I. Failure to File Protest: An actual BIDDER that does not formally protest or appeal in accordance with this Section shall not have standing.

2.21 Cone of Silence

- A. Pursuant to Section 32.10 of City Code, there shall be no communication related to this Bid between BIDDERS, including any lobbyist or any other person on behalf of BIDDERS, and any member of City Commission, or any member of the Selection Committee or Protest Committee (starting from the appointment of that Protest Committee Member), if any.

- B. The cone of silence shall not apply to written or oral communications with legal counsel for the CITY.
- C. This Section shall not prohibit any person from:
 - 1. Making public presentations to the Selection Committee or Protest Committee or to the City Commission, during any public meeting relating to this RFP.
 - 2. Engaging in any negotiations at a meeting of the Selection Committee, or with the City Commission during a public meeting.
 - 3. Communicating in writing with the person designated in this Bid as the Director of Procurement for clarification or information related to this Bid or the Agreement. The written communication, including any response thereto, shall be provided to any BIDDER that has submitted a Bid.
 - 4. A cone of silence shall begin when first publicly noticed, and shall terminate upon execution of the Agreement, a decision by the City Commission to reject all Bids, or the taking of other action that ends this solicitation.
 - 5. Any action in violation of this Section may be cause for disqualification of the BIDDER. The determination of a violation and/or disqualification shall be made by the City Commission.

2.22 Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, a BIDDER is ineligible to, and may not submit a Bid for, or enter into or renew a contract with CITY for goods or services if at the time of submitting a Bid for a new contract or renewal of an existing contract:

- A. for any contract amount, if the BIDDER is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
- B. if \$1 million or more and the BIDDER is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
- C. if \$1 million or more and the BIDDER is engaged in business operations in Cuba or Syria.

2.23 E-Verify Affidavit

In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit:

<https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>.

By entering into this Agreement, the CONTRACTOR acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

2.24 Foreign Gifts and Contracts

Pursuant to Section 286.101, Florida Statutes, any bidder or BIDDER shall disclose in its response to the CITY as well as in any manner required by Section 286.101, Florida Statutes, any current or prior contract with, or grant or gift received from, a Foreign Country of Concern, with a value of \$50,000 or more, received or in force at any time during the previous five years. A "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country. Any BIDDER who fails to make such disclosure shall be disqualified and also may be liable for a civil violation with a fine of \$5,000 for a first violation or \$10,000 for any subsequent violation.

2.25 Examination of Conditions

It shall be the BIDDER's responsibility to visit the proposed work site(s) and to thoroughly familiarize himself with the nature and extent of the work to be performed and all local existing site conditions, to make his own estimate of the facilities and difficulties attending the execution of the work; no allowance shall be made by the CITY for the BIDDER 's failure to do so.

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SECTION 3

EVALUATION OF THE BID

3.1 Selection Committee

Bids submitted shall be evaluated by the Selection Committee. The Selection Committee shall convene at a publicly noticed virtual meeting to review submissions, rank and evaluate the Bids, and provide a recommendation for award. Selection Committee Members, Director of Procurement, Financial Reviewer and the Technical Advisor shall complete and execute an independence affidavit.

3.2 Qualification Evaluation

- A. The evaluation of Bids and the determination of responsiveness and responsibility shall be the responsibility of the Selection Committee. Such determination shall be based on information furnished by the BIDDER, as well as other information reasonably available to the CITY.
- B. The Selection Committee shall examine the documentation submitted in the Bid to determine the responsiveness of each BIDDER. Failure to provide the required information may disqualify any such Bid as non-responsive and such Bid may not be considered. The Selection Committee may disqualify any BIDDERS that make exaggerated or false statements.
- C. The Selection Committee may make such investigations as it deems necessary to determine the responsibility and ability of the BIDDER and the BIDDER shall furnish the CITY all such information for this purpose as the CITY may request before and during the Bid period. The Selection Committee reserves the right to make additional inquiries, interview some or all BIDDERS, make site visits, obtain credit reports, or take any other action it deems necessary to fairly evaluate all BIDDERS. The Selection Committee may reject a BIDDER or qualify a BIDDER.

3.3 Responsiveness

The factors to be considered in determining the responsiveness of each BIDDER include but are not limited to the following:

- A. Completion, accuracy and submission of all required documentation.
- B. Compliance with all requirements of the Bid, including adherence to all Bid instructions.
- C. Consistency of the offered goods or services as set forth in the Agreement.
- D. Accuracy of mathematical calculations.

3.4 Responsibility

The factors to be considered in determining the responsibility of a BIDDER shall include but not be limited to the following:

- A. BIDDERS past experience and performance.
- B. Financial ability to perform the services described in the Agreement. BIDDERS must demonstrate financial stability. BIDDERS shall provide a statement of their financial stability, including information as to current or prior bankruptcy proceedings by providing the following:

- 1. A copy of the most recent audited annual financial statements containing a balance sheet, an income statement, and a statement of cash flows;

OR

- 2. Non-audited financial statements containing a balance sheet, an income statement, and a statement of cash flows plus a complete federal tax return for the last two (2) years.

Social Security and/or bank account numbers should be redacted on the statements/federal tax returns.

In lieu of submitting the above documentation, BIDDER may submit alternative documentation that demonstrates their financial ability to perform the services described herein; however, a complete financial evaluation cannot be conducted without the above documentation.

- C. The financial statements requested are developed into nine financial ratios which include the following:
 - 1. Liquidity - measures a business's ability to cover its obligations, without having to borrow or invest money in the business.
 - 2. Working Capital - measures liquid assets that provide a safety cushion to creditors.
 - 3. Solvency - assesses a company's ability to meet its long-term obligations and therefore remain solvent and avoid bankruptcy.
 - 4. Gross Margin - indicates the percentage of sales (revenue) dollars available for expenses and profit after the cost of materials is deducted from the sales (revenue).
 - 5. Free Cash Flow - tells how much cash is left over from operations after a company pays for its capital expenditures.

6. Account Receivables – as a percentage of current assets, which will provide information about assets not yet received and therefore unavailable at the present time to be used as resources.
7. Receivables to Current Assets - receivables as a percentage of current assets that would reveal the size of receivables in current assets and the opportunity cost associated with it.
8. Long Term Debt - measurements representing the percentage of a corporation's assets that are financed with loans and financial obligations lasting more than one year.
9. Cash Ratio - an indicator of a company's liquidity by measuring the amount of cash, cash equivalents or invested funds there are in current assets to cover current liabilities.

****BIDDERS will only be compared to other firms that submit a Bid, to determine relative positions of financial ability and stability. ****

- D. Litigation history
- E. The scope and content of any investigations, reports or audits relating to, or communications with, the BIDDER that have been commenced or issued by any local, state, or federal law enforcement agency, criminal justice agency, health and safety agency or inspector general office.
- F. Whether the BIDDER has failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
- G. Availability of appropriate material, equipment, facility and personnel resources and expertise, or the ability to obtain them, to meet all requirements of the Agreement.
- H. Whether the BIDDER or its partners, officers or key personnel or its subsidiaries or parent company have been engaged in any criminal activity or have been convicted of any crimes.

3.5 Social, Political, or Ideological Interests

Bidder's social, political, or ideological interests shall not be considered when determining responsiveness and/or responsibility of bid submittal.

3.6 Pricing Evaluation Methodology

The Evaluation Methodology has been developed as a process utilizing three evaluation methods. The three methods are referred to as the "Full Cost Method", the "Tonnage Weighted Method", and the "Delta Summary Method". The first two methods are calculated and then factored together using the third method to develop a final score for each bid.

A. The “Full Cost Method”

The purpose of this method is to introduce into consideration the total cost that all rate payers will pay, so that the lowest total cost is considered as a factor in the evaluations. In this evaluation methodology, the bid rates for commercial and multi-family are multiplied by the tonnage each component represents in the waste stream, and residential (including bulk) is multiplied by the number of curbside customers. For example, 5,700 tons of commercial waste were collected. If a bid rate comes in at \$10 per cubic yard for commercial hauling, the 5,700 tons are converted to cubic yards by multiplying the tonnage by 2,000 to convert to pounds collected, and then divided by 100 to convert to cubic yards:

$$5,700 \text{ tons} \times 2,000/100 = 114,000 \text{ cubic yards.}$$

Then those cubic yards are multiplied by the bid rate of \$10 per cubic yard, for an estimated cost for this bid for commercial waste of:

$$114,000 \text{ cy} \times \$10.00 = \$1,140,000.00.$$

That amount would be the factor this bid would be evaluated on for the commercial waste component in the Full Cost Method.

The multi-family waste component and the residential waste component would be calculated based upon whether charged by cubic yard or by customer, with the goal being to arrive at a total annual cost for each of the three components and a sum of all three representing the estimated full cost of the bid from all rate payers.

Each of the bids will be tabulated for each of the three components listed above, with the three resulting estimated annual dollar costs then added together representing the “Full Cost” factor. A lower Full Cost factor will result in a better ranking for this method.

B. The “Tonnage Weighted Method”

This method is being used as a factor to take into consideration the amount of the rates and the relative proportion of rates paid, based upon the annual tonnage collected, to add consistency into consideration for each of the three components (residential, multi-family, commercial). This is so that rates for one component are not unnecessarily raised or lowered at the expense of another component in order to “game” the bidding. For example, there is an interest on the part of the City to not have the rates raised significantly for multi-family rate payers so that a marginal decrease can be submitted for single family rate payers.

In this method, the per ton, or per cubic yard, price submitted by bid is weighted by the percentage of total tonnage each component represents. For example, assume that commercial tonnage represents 20% of all tonnage collected in the City, and the bid for commercial is \$10.00 per cubic yard. This methodology would “weight” that component bid as follows:

$$\$10.00 \times 20\% = 2.00.$$

For purposes of evaluating the bid for this commercial component, a score of 2.00 would be used. The same “weighting” methodology will be used on each of the other two components, comprised of multi-family and residential. The three weighted scores will then be added together to arrive at a bid score for the submittal in the Tonnage Weighted Method”. A lower Tonnage Weighted Score will result in a better ranking for this method.

C. The “Delta Summary Method”

This method combines the two earlier ranking methods to arrive at a final score. It ranks the bidders on each of the two previous methodologies not on a 1, 2, 3 ranking, but on a base of 100.000, using the delta, or difference, of a bidder’s score from the lowest score in each of the two previous methods. For example, assume that the bidder with the lowest Full Cost Method bid, Bidder One, tabulates to a score of \$3,000,000. That bidder would get a score of 100.000 in the Full Cost Method portion of the Delta Summary Method. Assume that the next lowest bidder, Bidder Two, has a Full Cost Method tabulation of \$3,200,000. To determine Bidder Two’s score in the Delta Summary Method, their score of \$3,200,000 is divided by the Full Cost Method score of the first bidder, as follows:

$$\$3,200,000 / \$3,000,000 = 106.667.$$

Therefore, Bidder One would have a score of 100.000, and Bidder Two would have a score of 106.667.

The same algorithm will be used to compare the relative scores of both bidders in the Tonnage Weighted Method. Then the scores for Bidder One for the Full Cost Method and the Tonnage Weighted Method will be added together to arrive at the Delta Summary Method Score, and the scores for Bidder Two for the first two methods will be added to arrive at that Bidder’s Delta Summary Method score. The lowest score is the winning score.

D. Tie Breaking

In the event of a tie, the City shall break the tie by drawing lots at a publicly noticed meeting.

3.7 Award

Following notification of the firm(s) selected, the CITY Commission may authorize the appropriate CITY official to execute an agreement with the top ranked BIDDER, and if determined to be in the best interest of the CITY, any additional BIDDERS, in order of rank.

SECTION 4
BID SECURITY

4.1 Bid Security

- A. Simultaneous with the delivery of an executed Bid to the CITY, the BIDDER shall furnish to the CITY a Bid security in the minimum amount of \$100,000.00 as security for the execution of an agreement with the CITY, in the event of such award by the CITY Commission. Failure by the successful BIDDER to execute an agreement, to furnish a performance and payment bond and/or to furnish certificates of insurance in the minimum amounts specified in the Agreement, within 14 calendar days of the date of the notice of award by the CITY Commission, may result in forfeiture of the Bid security, and may result in cancellation of the award of the Agreement. If the CITY determines that the Agreement, required bonds, or any other requested items are not properly executed, completed or provided, the CITY shall notify the BIDDER of such deficiency, after which the BIDDER shall have seven calendar days to cure such deficiency. Failure to do so may result in forfeiture of the Bid security and cancellation of the award of the Agreement. Such forfeiture shall be considered not as a penalty, but as liquidation for damages sustained. Award may then be made to the next ranked BIDDER, or all Bids may be rejected.
- B. The Bid security shall be in the form of a cashier's check payable to "CITY of Weston" and drawn on a bank authorized to do business in the State of Florida, or a Bid bond issued by a surety meeting the qualifications stated in this Section. The cashier's check or Bid bond shall be attached to Bid Form 8. The Bid security shall be returned subsequent to execution of the Agreement by the successful BIDDER and the appropriate CITY official.
- C. Qualifications of Surety: Surety companies issuing Bid bonds shall fulfill each of the following provisions, and the BIDDER shall provide evidence to document such fulfillment:
1. The surety company is licensed to do business in the State of Florida.
 2. The surety company holds a valid certificate of authority authorizing it to write surety bonds in the State of Florida.
 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.

7. The bond shall be issued by a Florida resident agent.
8. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.
9. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum policyholders rating of A- Class VII or higher. In the event that the surety company's rating shall drop, the surety company shall immediately notify CITY.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 5
BID FORMS

The forms located in this section of the Bid Documents shall be included in the sealed bid and shall be unaltered. Forms not completed in full may result in disqualification.

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 1

BIDDER'S STATEMENT OF ORGANIZATION

1. Full Name of BIDDER:

2. Principal Business Address, Phone and Fax Numbers & Email Address:

3. Principal Contact Person(s):

4. Form of BIDDER (Corporation, Partnership, Joint Venture, Other):

A. If a corporation, in what state incorporated: _____

B. Date Incorporated: _____

C. If a joint Venture or Partnership, date of Agreement: _____

D. Name and address of all partners (state whether general or limited partnership):

E. If other than a corporation or partnership, describe organization and name of principals.

FORM 1

BIDDER'S STATEMENT OF ORGANIZATION

(CONTINUED)

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind BIDDER.

Name	Title
_____	_____
_____	_____
_____	_____

6. Indicate the number of years of experience in providing the type of services or work as requested by this Bid: _____

7. List all entities participating in this Agreement (including subcontractors if applicable):

Name	Address	Title
A. _____	_____	_____
B. _____	_____	_____
C. _____	_____	_____
D. _____	_____	_____

8. Outline specific areas of responsibility for each entity listed in Question 7.

A. _____
B. _____
C. _____
D. _____

9. County or municipal business tax receipt number (attach copies):

County: _____

Municipal: _____

FORM 1

BIDDER'S STATEMENT OF ORGANIZATION

(CONTINUED)

10. Have you ever failed to complete any work awarded to you?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

12. Within the last five years, have you ever had a performance, payment or bid bond called?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the CITY?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

FORM 1

BIDDER'S STATEMENT OF ORGANIZATION

(CONTINUED)

18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

20. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

Yes ___ No ___ If yes, attach a separate sheet of explanation.

21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes ___ No ___ If yes, attach a separate sheet of explanation.

22. Within the last five years, have you, any officer or partner of your organization or the organization entered into or are currently in a contract with, or received a grant or gift from, a Foreign Country of Concern, with a value of \$50,000 or more. A "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country.

Yes _____ No _____ If yes, attach a separate sheet of explanation.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 2

PERSONNEL

For all principals of BIDDER and key personnel providing services sought in the Bid or Agreement, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes shall be provided in the following format; however, additional information may be provided at the option of BIDDER.

- A. Name & title
- B. Years of experience with:
 - This company
 - Other similar companies
- C. Education:
 - Degree(s)
 - Year and specialization

 - Certificates
 - Year and specialization
- D. Professional references: (List a minimum of three)
- E. Other relevant experience and Qualifications
- F. Attach applicable licenses for each individual performing service pursuant to this Agreement.

FORM 2A

BIDDER'S EQUIPMENT LIST

BIDDER shall have a sufficient number of automated solid waste and automated recycling collection trucks that can be assigned to the City that are no more than five years old. BIDDER may satisfy this requirement by providing sufficient documentation that demonstrates BIDDER's ability to acquire the required trucks prior to commencement of the services set forth in these Bid Documents. Complete the equipment list forms herein and attach additional documentation, if applicable.

Item#	Title or Description of Equipment	Quantity	Owned/Leased
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			

FORM 2A

BIDDER'S EQUIPMENT LIST

(CONTINUED)

A. RESIDENTIAL CURBSIDE SOLID WASTE COLLECTION VEHICLES:
(COMPLETE ONE FORM FOR EACH TYPE OF COLLECTION VEHICLE)

1. Manufacturer and Model: _____
2. Number of Collection Vehicles by Age: New < 6 months _____
6 months < 1 Years _____
1 Year < 2 Years _____
2 Years < 3 Years _____
3 Years < 4 Years _____
4 Years < 5 Years _____
3. Body:
 - A. Rated Capacity: _____ cubic yards
 - B. Practical or Net Capacity: _____ cubic yards
 - C. Weight:
 - GVW: _____ lbs
 - Tare: _____ lbs
4. Will the vehicles be owned, leased, or other? _____
5. Purchase cost of each vehicle: _____
6. Fuel type: _____

FORM 2A

BIDDER'S EQUIPMENT LIST

(CONTINUED)

B. RESIDENTIAL CURBSIDE AND RESIDENTIAL CONTAINERIZED RECYCLABLE MATERIALS COLLECTION VEHICLES (COMPLETE ONE FORM FOR EACH TYPE OF COLLECTION VEHICLE)

1. Manufacturer and Model: _____
2. Number of Collection Vehicles by Age: New < 6 months _____
6 months < 1 Years _____
1 Year < 2 Years _____
2 Years < 3 Years _____
3 Years < 4 Years _____
4 Years < 5 Years _____
3. Body:
 - A. Rated Capacity: _____ cubic yards
 - B. Practical or Net Capacity: _____ cubic yards
 - C. Weight:
 - GVW: _____ lbs
 - Tare: _____ lbs
4. Will the vehicles be owned, leased, or other? _____
5. Purchase cost of each vehicle: _____
6. Fuel type: _____

FORM 2A

BIDDER'S EQUIPMENT LIST

(CONTINUED)

C. RESIDENTIAL CONTAINERIZED AND COMMERCIAL SOLID WASTE COLLECTION VEHICLES
(COMPLETE ONE FORM FOR EACH TYPE OF COLLECTION VEHICLE)

1. Manufacturer and Model: _____
2. Number of Collection Vehicles by Age: New < 6 months _____
6 months < 1 Years _____
1 Year < 2 Years _____
2 Years < 3 Years _____
3 Years < 4 Years _____
4 Years < 5 Years _____
3. Body:
 - A. Rated Capacity: _____ cu.yd.
 - B. Practical or Net Capacity: _____ cu.yd.
 - C. Weight:
 - GVW: _____ lbs
 - Tare: _____ lbs
4. Will the vehicles be owned, leased, or other? _____
5. Purchase cost of each vehicle: _____
6. Fuel type: _____

FORM 2A

BIDDER'S EQUIPMENT LIST

(CONTINUED)

D. SOLID WASTE CARTS

The Solid Waste Carts shall be green (with the exact color code shall be submitted for approval by the City Manager) and shall display ONLY the seal of the City and the cart identification number. The carts shall be of at least 0.175" or greater wall thickness with one-piece high-density polyethylene (HDPE) construction. The Solid Waste Carts shall have a capacity of 65 gallons and 95 gallons. The carts shall have overlapping lips for rain protection with a 270-degree lip opening. The handles shall be at least 2"x5" for easy gripping. The wheels shall be a minimum of 10" and have maintenance-free bearings.

1. Manufacturer: _____
2. Description and Type: _____
3. Material of Construction (recycled content): _____
4. Durability (in service years): _____ years
5. Warranty Period: _____ years

FORM 2A

BIDDER'S EQUIPMENT LIST

(CONTINUED)

E. RECYCLING CARTS

The Recycling Carts shall be blue (the exact color code shall be submitted for approval by the City Manager) and shall display ONLY the seal of the City and the cart identification number. The carts shall be of at least 0.175" or greater wall thickness with one-piece high-density polyethylene (HDPE) construction. The Recycling Carts shall have a capacity of 35 gallons and 65 gallons. The carts shall have overlapping lips for rain protection with a 270-degree lip opening. The handles shall be at least 2"x5" for easy gripping. The wheels shall be a minimum of 10" and have maintenance-free bearings.

1. Manufacturer: _____

2. Description and Type: _____

3. Material of Construction (recycled content): _____

4. Durability (in service years): _____ years

5. Warranty Period: _____ years

FORM 3

REFERENCES

The Bidder shall furnish a minimum of three references from governmental agencies within the United States presently being provided with the following services: collecting residential curbside and residential containerized Solid Waste, Bulk Waste, and Recycling Materials, and commercial Solid Waste, Bulk Waste, with at least one reference from a municipality with at least 18,700 single family dwelling units, 56,000 cubic yards of solid waste collected from multi-family property and 147,000 cubic yards of solid waste collected from commercial property. Bidder shall not utilize as references, any City employee, contractor, or official. **This form SHALL be completed and signed by each of the BIDDERS's References.**

Solicitation Title: _____

Name of PROPOSER: _____

Bid/RFP/RFQ No: _____ Opening Date: _____

The above-mentioned company/firm has listed you as a project reference for the City of Weston solicitation cited above. Please provide the reference information as requested below.

1. Name of Reference (Person): _____

2. Name of Firm/Agency: _____

3. Title/Position: _____

4. Email Address: _____ Phone #: _____

5. Year Contract Initiated and terminated: _____

6. Description of Service and Price: _____

7. Single Family Dwelling Units Serviced: _____

8. Cubic Yards collected from Multi-Family property (annually): _____

9. Cubic Yards collected from Commercial property (annually): _____

10. Is there anything else you wish to let us know about this BIDDER?

Signature of Reference: _____ Date: _____

FORM 4

NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, BIDDER that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither said BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached Bid, or of any other BIDDER, or to fix any overhead, profit or cost element of the Bid or the response of any other BIDDER, or to secure through any collusion, connivance, or unlawful agreement any advantage against the CITY of Weston, Florida, or any person interested in the Agreement; and
5. The response to the attached BID is fair and proper and is 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 (Blue Ink Only)

Date

Print Name

Title

FORM 5

DRUG-FREE WORKPLACE

The undersigned BIDDER in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of BIDDER)

1. Publish a statement notifying employees that the unlawful manufacturing, 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 work place, 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 contractual services described in the BID document 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 contractual services described in the BID or the Agreement, 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 this section.

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

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 6

INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the BIDDER that has submitted the attached Bid;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, CONTRACTOR, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the CITY.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my Bid.

I understand and agree that I shall give the CITY written notice of any other relationships (as defined above) that I enter into with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 7

ACKNOWLEDGMENT OF ADDENDA

The BIDDER hereby acknowledges the receipt of the following addenda issued by the CITY and incorporated into and made part of the BID or the Agreement. In the event the BIDDER fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the BIDDER.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

FORM 8
BID SECURITY

ATTACH CASHIER'S CHECK OR PROPOSAL BOND

FORM 9

SCRUTINIZED COMPANIES

The undersigned BIDDER in accordance with Section 287.135, Florida Statutes, hereby certifies that:

- a. BIDDER is not participating in a boycott of Israel;
- b. BIDDER is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
- c. BIDDER does not have business operations in Cuba or Syria.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 10

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>.

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 11

PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Bid or contract No. _____

2. This sworn statement is submitted by: _____
(name of entity submitting sworn statement)

whose business address is: _____

Federal Identification Number
(FEIN) is: _____
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: _____
(print name of individual signing this document)

and my relationship to the entity is: _____

4. I understand that a "public entity crime" as defined in §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 or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
(a) A predecessor or successor of a person or a corporation convicted of a public entity crime;
or
(b) 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.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or 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 binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- a. _____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- b. _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management 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 and (Please indicate which additional statement applies)
1. _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)
2. _____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
3. _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 12

CERTIFICATION TO ACCURACY OF BID

BIDDER, by executing this CERTIFICATION TO ACCURACY OF BID Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Bid in support of its Bid are true and accurate. Failure by the BIDDER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Bid being deemed non-responsive and such Bid will not be considered.

Before me, the undersigned authority, on this day personally appeared _____, who, upon being duly sworn, deposes and says:

1. I am _____ of _____, the BIDDER that has submitted the attached Bid;
2. I _____ certify that I am authorized to sign this solicitation response on behalf of the BIDDER as indicated in Form 1 as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the BIDDER.
3. I am fully informed respecting the preparation and contents of the attached Bid and of all Forms, Affidavits and documents submitted in support of such Bid;
4. I attest that all forms, affidavits, certifications, documents, statements, oral, written or otherwise submitted in support of this Bid and included in this Bid are true and accurate;
5. No information that should have been included in such forms, affidavits, certification and documents has been omitted; and
6. No information that is included in such Forms, Affidavits or documents is false or misleading.
7. I acknowledge that untruthful and incorrect statements made in support of the BIDDER's response may be used by the CITY as a basis for rejection, rescission of the award, or termination of the Agreement, and that the CITY's rights and remedies set forth herein are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

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FORM 12

CERTIFICATION TO ACCURACY OF BID

(CONTINUED)

I understand that I am swearing or affirming under oath to the truthfulness of the matters set forth above and that the intentional making of a false statement under oath constitutes perjury under Florida law.

Signature (Blue Ink Only)

Date

Print Name

Title

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 20___, by

(Name of person acknowledging)

as _____
(Title)

for _____.
(Company name)

Personally known to me ___ or has produced Identification ____, type of identification produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

AGREEMENT DOCUMENTS

The Agreement located in this Section for the Solid Waste, Bulk Waste and Recycling Collection Services; Solid Waste and Bulk Waste Disposal Services; and Sale and/or Disposal of Recyclable Materials within the CITY is the form of the agreement that shall be utilized with the successful BIDDER. The CITY reserves the right to award or not to award the Agreement in the best interests of the CITY.

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CITY OF WESTON, FLORIDA

SOLID WASTE, BULK WASTE AND RECYCLING COLLECTION SERVICES;
SOLID WASTE AND BULK WASTE DISPOSAL SERVICES; AND SALE AND/OR
DISPOSAL OF RECYCLABLE MATERIALS

AGREEMENT DOCUMENT

BID NO. 2023-09

CITY OF WESTON, FLORIDA

SOLID WASTE, BULK WASTE AND RECYCLING COLLECTION SERVICES; SOLID
WASTE AND BULK WASTE DISPOSAL SERVICES; AND SALE AND/OR DISPOSAL
OF RECYCLING MATERIALS

INDEX

SECTION 1 TERM, TERMINATION AND FRANCHISE

SECTION 2 SCOPE OF WORK

SECTION 3 STANDARDS OF WORK

SECTION 4 STANDARDS OF CONTRACTOR

SECTION 5 STANDARDS OF LABOR, EQUIPMENT, MATERIALS

SECTION 6 STANDARDS OF INSURANCE

SECTION 7 STANDARDS OF PERFORMANCE & PAYMENT SECURITY

SECTION 8 GENERAL CONDITIONS

SECTION 9 SPECIAL CONDITIONS

SECTION 10 EXHIBIT FORMS

AGREEMENT
BETWEEN THE
CITY OF WESTON, FLORIDA

AND

FOR

SOLID WASTE, BULK WASTE AND RECYCLING COLLECTION SERVICES; SOLID WASTE AND BULK WASTE DISPOSAL SERVICES; AND RECYCLABLE MATERIALS SALE AND/OR DISPOSAL

BID NO. 2023-09

This Agreement is made and entered into the _____ day of _____, 20__ between the City of Weston, a Florida ("CITY") municipal corporation and _____ ("CONTRACTOR") for Solid Waste, Bulk Waste And Recycling Collection Services; Solid Waste And Bulk Waste Disposal Services; And Recyclable Materials Sale and/or Disposal. References in this Agreement to "City Manager" shall be meant to include his designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Fee Schedule
- Exhibit C: CONTRACTOR's Sub-Contractors List
- Exhibit D: Transition Plan
- Exhibit E: Performance & Payment Security

WITNESSETH:

WHEREAS, CITY solicited Bids from bidders for Solid Waste, Bulk Waste And Recycling Collection Services; Solid Waste And Bulk Waste Disposal Services; And Recyclable Materials Sale and/or Disposal; and

WHEREAS, Bids were evaluated and ranked by a Selection Committee and a recommendation was made to the City Manager; and

WHEREAS, on _____, CITY adopted Resolution No. _____, which ratified or altered the ranking of Bids for the Solid Waste, Bulk Waste And Recycling Collection Services; Solid Waste And Bulk Waste Disposal Services; And Recyclable Materials Sale and/or Disposal and authorized the appropriate CITY officials to execute an Agreement with the number one ranked BIDDER _____; and

WHEREAS, CITY Commission has selected CONTRACTOR for Solid Waste, Bulk Waste And Recycling Collection Services; Solid Waste And Bulk Waste Disposal Services; And Recyclable Materials Sale and/or Disposal, at the sole discretion of CITY; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

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SECTION 1

TERM, TERMINATION AND FRANCHISE

1.1 Term

The term of this Agreement shall begin on the date that it is fully executed and shall extend until March 31, 2029, with one (1) optional five (5) year renewal by mutual consent, in writing, at least 12 months prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 1.2 of this Agreement.

1.2 Termination

1. This Agreement may be terminated for cause by action of the CITY Commission if CONTRACTOR is in breach and has not corrected the breach within 30 days after written notice from CITY identifying the breach, or for convenience by action of the CITY Commission upon not less than 30 days written notice by the CITY Manager. This Agreement may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health, safety, or welfare.
2. This Agreement may be terminated for cause by CONTRACTOR if CITY is in breach and has not corrected the breach within 10 days after written notice from CONTRACTOR identifying the breach.
3. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
4. Notice of termination shall be provided in accordance with Section 8.14(G.) NOTICES of this Agreement except that notice of termination by the CITY Manager which the CITY Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Section 8.14(G.) NOTICES of this Agreement.
5. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.
6. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. The CITY shall be liable only for payment pursuant to the Compensation provisions of this Agreement for services rendered before the effective date of termination that were performed in accordance with the manner of performance set forth in the Agreement. In no event shall CITY be liable to CONTRACTOR for any additional compensation, other than that

provided herein, or for any consequential or incidental damages.

7. This Agreement may be terminated by the CITY if the CONTRACTOR is found to have submitted a false certification, Form 9, Scrutinized Companies, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, has 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 been engaged in business operations in Cuba or Syria.

1.3 Expiration of Agreement

In the event a new agreement has not been awarded upon the expiration of this Agreement and renewal options are not exercised, the CONTRACTOR agrees to provide service to the CITY for an additional one hundred and eighty (180) calendar day period beyond the expiration of the Agreement at the then established rates, provided the CITY requests said services, in writing, at such time.

1.4 Franchise

For a period of five (5) years, the CITY hereby grants the CONTRACTOR the exclusive franchise and the sole obligation to operate and maintain comprehensive Solid Waste, Bulk Waste and Recycling collection; Solid Waste and Bulk Waste disposal services; and the sale and/or disposal of Recyclable Materials services for Residential Service Units, Residential Containerized Units, and Commercial Service Units in and for the CITY except as specifically excluded in this Agreement.

The franchise specifically excludes the exclusive Collection of Construction and Demolition Debris and the Collection of recycling materials at Commercial Service Units.

The CONTRACTOR is authorized by the CITY to enter in and upon private property, in, upon over and across the present and future streets, alleys, bridges, easements and other public places of the CITY for the purposes of collecting the Solid Waste, Bulk Waste, Recyclable Materials, and other refuse of the residents, inhabitants, and businesses within the municipal corporate limits of the CITY, or as directed in conformance with the Charter and Ordinances of the CITY and other applicable law.

1.5 Creation of Regional Disposal System – Disposal Services Termination

The parties recognize and acknowledge that the CITY, Broward County and various other Broward municipalities have entered into an Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (the "ILA"), and the CONTRACTOR has familiarized itself with the ILA and the CITY's obligations thereunder. The CONTRACTOR acknowledges that this Agreement is in full compliance with the CITY's obligations under the ILA, which, in the case of conflict, supersedes this Agreement. In the event that the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (the "Authority") created pursuant to the ILA directs the CITY to dispose of or recycle its waste in a specific method or to a specific location or locations, the CITY shall provide written notice to the CONTRACTOR and direct CONTRACTOR to deliver all of the CITY Solid Waste, Bulk Waste and/or Recyclables to facilities or locations designated by the Authority and the CONTRACTOR will act accordingly. In such circumstances, the parties further recognize that the compensation amounts under this Agreement may need to be adjusted as the tipping fees for disposal and/or costs for recycling may be higher or lower than CONTRACTOR had been paying (because the Authority may subsidize fees through special assessments) and the transportation costs may be

higher or lower (depending upon the relative distance from the CITY to the disposal sites). Accordingly, the parties shall engage in good faith negotiations regarding the appropriate modifications to the compensation amounts to be paid to CONTRACTOR as a result of the change in disposal or recycling methods and/or locations, including differences in tipping fees and transportation costs. As part of the negotiations, the CITY shall provide to CONTRACTOR all necessary information regarding the Authority's directions as to disposal methods and locations and the expected fees for such disposal or recycling, and CONTRACTOR shall provide to CITY an audited statement of the CONTRACTOR's historical and current disposal and recycling costs, including tipping fees and transportation costs. If the parties agree on modifications to the compensation amounts, the new compensation amounts shall be reflected in a written amendment to this Agreement, which shall be subject to the approval of the City Commission. If the parties are unable to agree, either party may terminate this Agreement upon 12 months' notice.

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SECTION 2
SCOPE OF WORK

2.1 Intent

The Work consists of providing solid waste, bulk waste and recycling collection; solid waste and bulk waste disposal services; and the sale and/or disposal of recyclable materials services.

- A. For residential curbside properties, Solid Waste collection consists of automated curbside cart collection two times per week, Bulk Waste collection consists of curbside collection once per quarter and Recyclable Materials cart collection consists of automated curbside collection once per week. The Bidder shall be responsible for:
1. determining the location and method of disposal of all Solid Waste and Bulk Waste, which shall be done in accordance with all applicable local, state and Federal laws;
 2. all costs associated with the disposal of Solid Waste and Bulk Waste;
 3. determining the location and method of sale and/or disposal of Recyclable Materials and shall be entitled to retain the proceeds from any sales; and
 4. all costs associated with the disposal of any Recyclable Materials.
- B. For residential containerized properties, Solid Waste collection consists of containerized collection a minimum of two times per week, Bulk Waste collection consists of collection at the container location once per quarter and Recyclable Materials collection consists of containerized collection once per week. The Bidder shall be responsible for:
1. determining the location and method of disposal of all Solid Waste and Bulk Waste, which shall be done in accordance with all applicable local, state and Federal laws;
 2. all costs associated with the disposal of Solid Waste and Bulk Waste;
 3. determining the location and method of sale and/or disposal of Recyclable Materials and shall be entitled to retain the proceeds from any sales; and
 4. all costs associated with the disposal of any Recyclable Materials.
- C. For commercial properties, Solid Waste collection consists of containerized collection a minimum of two times per week. The Bidder shall be responsible for:
1. determining the location and method of disposal of all Solid Waste, which shall be done in accordance with all applicable local, state and Federal laws; and
 2. all costs associated with the disposal of Solid Waste.

2.2 Definitions

For the purpose of this Agreement, the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the Code of the CITY shall apply. When not inconsistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word “shall” is always mandatory and not merely discretionary.

- A. Biological Waste shall have the meaning given in Chapter 403, Florida Statutes, as may be amended from time to time.
- B. Biomedical Waste shall have the meaning given in Chapter 403, Florida Statutes, as may be amended from time to time.
- C. Bulk Waste shall mean those wastes that may require special handling and management including, but not limited to: White Goods, furniture, equipment and other similar items including materials resulting from minor home repairs. Bulk Waste shall include all types of palm fronds and any vegetative matter resulting from normal yard and landscaping maintenance that exceeds six inches (6”) in diameter. Bulk Waste does not include items herein defined as Contractor-Generated Waste, or Exempt Waste.
- D. Bulk Waste Collection Service shall mean Bulk Waste collection from Residential Service Units and Commercial Service Units and delivery of the Bulk Waste to a legally permitted disposal facility.
- E. Business Day shall mean any day, Monday through Friday, from 9:00 a.m. until 5:00 p.m., Local Time, except when referring to the CITY’s “Business Day”, the CITY’s hours are Monday through Thursday, from 8:00 a.m., until 5:30 p.m., Local Time, and Friday from 8:00 a.m., until 3:00 p.m., Local Time (except for Holidays).
- F. City Commission shall mean the City Commission of the CITY.
- G. City Manager shall mean the City Manager of the CITY, or designated representative(s).
- H. Collection shall mean the process whereby Solid Waste, Bulk Waste and Recyclable Materials are removed from Residential and Commercial Service Units, CITY facilities and Community Events.
- I. Commercial Services shall mean Commercial Solid Waste Collection Service and Roll-Off Collection Service performed in the Service Area.
- J. Commercial Service Unit shall mean any commercial establishment in the Service Area.
- K. Commercial Solid Waste shall mean all waste, refuse, Garbage, Trash, and Rubbish generated within the CITY from non-residential property, but shall not include Construction and Demolition Debris, tropical storm or hurricane related debris, recyclable material that is source separated (removed from the waste stream at the point of generation) and recycled, or Exempt Waste.

- L. Commercial Solid Waste Collection Service shall mean the Collection and disposal of Commercial Solid Waste from Commercial Service Units in the Service Area that utilize Containers or Compactors for the set-out and Collection of Commercial Solid Waste.
- M. Community Events shall mean events sponsored or co-sponsored by the CITY.
- N. Construction and Demolition Debris shall have the meaning as given in Chapter 403, Florida Statutes, as may be amended from time to time.
- O. Container shall mean any metal or plastic receptacle, with a capacity of one cubic yard up to and including eight cubic yards designed or intended to be mechanically dumped into a loader-packer type garbage truck.
- P. Contractor-Generated Waste shall mean Bulk Waste generated by builders, building contractors, privately employed tree trimmer and tree surgeons, landscape services and lawn or yard maintenance services and nurseries.
- Q. Disposal Charges shall mean the prevailing per-ton rate charged at the legally permitted disposal facility for the acceptance and disposal of Residential Waste, Commercial Solid Waste and other waste materials.
- R. Exempt Waste shall mean Biological Waste, Biomedical Waste, Construction and Demolition Debris, Hazardous Waste, Sludge, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil and tires, those wastes under the control of the Nuclear Regulatory Commission and those other materials whose size, weight, or both are more than that allowed for Bulk Waste as defined herein.
- S. Force Majeure shall mean any event or condition having a material and adverse effect on the rights, duties and obligations of a party hereunder that is beyond the reasonable control, and not the result of willful or negligent action or omission or a lack of reasonable diligence, of the party relying thereon as justification for not performing. Such events or conditions may include but shall not be limited to: an act of God, epidemic, hurricane, earthquake, fire, explosion, storm, flood or similar occurrence, an act of war, effects of nuclear radiation, blockade, insurrection, riot, labor unrest (other than with respect to employees of the party claiming relief), civil disturbance, restraint of government or people or similar occurrences. In any event, Force Majeure shall not include the following:
1. the failure of any subcontractor or any supplier to furnish labor, services, materials or equipment, unless caused by an event of Force Majeure;
 2. the suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval relating to the operation of a legally permitted disposal facility which is the result of any action or inaction or failure of compliance by CONTRACTOR or any affiliate;
 3. any change in law (other than to the extent that CONTRACTOR's physical ability to process Solid Waste is eliminated due to a change in law);
 4. loss or unavailability of personnel desired by CONTRACTOR to operate or maintain a legally permitted disposal facility;
 5. wear and tear or obsolescence of any parts or equipment; or

6. except because of an independent event of Force Majeure, the loss of or inability to obtain or retain any utility services, including water, sewerage, fuel oil, gasoline and electric power necessary for the operation of a legally permitted disposal facility.
- T. Franchise Fee shall mean the charge to CONTRACTOR for the use of present and future streets, alleys, bridges, easements and other public places of the CITY.
- U. Garbage shall mean all putrescible waste, including animal and vegetable wastes resulting from the handling, preparation, cooking, consumption, decay, and storage of food. The term Garbage shall include combustible waste such as paper, rags, and boxes used in connection with the distribution or storage of food and glasses, bottles, tin cans, or other disposable receptacles of food or food products.
- V. Gross Revenues shall mean all revenues collected by the CONTRACTOR, from any source whatsoever, arising from, attributable to or in any way derived from the services it provides pursuant to this Agreement, inclusive of revenues collected by the CONTRACTOR related to its obligations to pay Disposal Charges, and exclusive of franchise fees. Gross Revenues computations shall not be reduced by Disposal Charges or Franchise Fees, or amounts collected to offset such Disposal Charges or Franchise Fees.
- W. Hazardous Waste shall have the meaning given in Chapter 403, Florida Statutes as may be amended from time to time.
- X. Holiday shall mean Christmas day.
- Y. Local Time shall mean the time on the official clock at the City Hall reception desk.
- Z. Non-Collection Notice shall mean a form used by the CONTRACTOR to notify customers of the reason for non-Collection of materials set out by the customer for Collection by the CONTRACTOR pursuant to the Agreement, developed by the CONTRACTOR and approved by the CITY.
- AA. Rate Structure shall mean the rates approved by the CITY shown in Exhibits 1, 2, 3 and 4.
- BB. Recyclable Materials shall have the meaning given in Chapter 403, Florida Statutes, as may be amended from time to time.
- CC. Recycling shall have the meaning given in Chapter 403, Florida Statutes, as may be amended from time to time.
- DD. Recycling Cart shall mean a receptacle authorized and approved by the City for the Collection of Recyclable Materials from Residential Service Units.
- EE. Residential Cart Recycling Collection Service shall mean the Collection of Recyclable Materials from Residential Service Units within the CITY, utilizing Recycling Carts, and the delivery of the Recyclable Materials to a legally permitted recycling facility.
- FF. Residential Containerized Bulk Waste Collection Service shall mean Bulk Waste Collection from Residential Containerized Service Units and delivery of the Bulk Waste to a legally permitted disposal facility.

- GG. Residential Containerized Collection Service shall mean Residential Containerized Solid Waste Collection Service, Residential Containerized Recycling Collection Service, and Residential Containerized Bulk Waste Collection Service to be billed as Residential Containerized Service rates established in the Rate Structure included in Exhibit B.
- HH. Residential Containerized Service Unit shall mean any combination of Residential Service Units utilizing Container(s) or Roll-off(s) for the accumulation and set-out of Residential Solid Waste.
- II. Residential Containerized Solid Waste Collection Service shall mean the Collection of Residential Solid Waste from Residential Containerized Service Units located within the Service Area and the delivery of the Residential Solid Waste to a legally permitted disposal facility. Residential Containerized Solid Waste Collection Service shall be provided via Container(s) with or without Compactor(s), or Roll-off(s) with Compactor(s).
- JJ. Residential Curbside Bulk Waste Collection Service shall mean Bulk Waste Collection from Residential Curbside Service Units and the delivery of the Bulk Waste to a legally permitted disposal facility.
- KK. Residential Curbside Collection Service shall mean Residential Curbside Solid Waste Collection Service, Residential Curbside Recycling Collection Service, and Residential Curbside Bulk Waste Collection Service to be billed Residential Curbside Service rates established in the Rate Structure included in Exhibit 1.
- LL. Residential Curbside Recycling Collection Service shall mean the Collection of Recyclable Materials from Residential Curbside Service Units within the CITY, utilizing Recycling Carts, and the delivery of the Recyclable Materials to a legally permitted recycling facility.
- MM. Residential Curbside Service Unit shall mean any Residential Service Unit utilizing a Solid Waste Cart for the accumulation and set-out of Residential Solid Waste.
- NN. Residential Curbside Solid Waste Collection Service shall mean the Collection of Residential Solid Waste from Residential Curbside Service Units in the Service Area and the delivery of that Residential Solid Waste to a legally permitted disposal facility.
- OO. Residential Services shall mean Residential Curbside Collection Service and Residential Containerized Collection Service.
- PP. Residential Service Unit shall mean Residential Curbside Service Units and Residential Containerized Service Units, located in the Service Area.
- QQ. Residential Solid Waste shall mean Garbage, Yard Trash, and Rubbish resulting from the normal household activities of a Residential Service Unit. Residential Solid Waste must be generated by the customer and at the Residential Service Unit wherein the Residential Solid Waste is collected and does not include items defined herein as Contractor-Generated Waste or Exempt Waste. Recyclable Materials are not Residential Solid Waste.
- RR. Residential Waste shall mean Residential Solid Waste and Bulk Waste resulting from the normal household activities of a Residential Service Unit. Residential Waste must be generated by the customer and at the Residential Service Unit wherein the Residential Waste is collected and does not include items defined herein as Contractor-Generated Waste or Exempt Waste.

- SS. Roll-Off Collection Service shall mean the Collection and disposal of Solid Waste in enclosed Roll-Offs, excluding Construction and Demolition Debris.
- TT. Roll-Off(s) shall mean any enclosed metal receptacle with a non-open top, except for a self-contained compaction component, with a capacity of more than eight (8) cubic yards, which is normally loaded onto a motor vehicle.
- UU. Rubbish shall mean non-putrescible Solid Waste consisting of both combustible and noncombustible waste, such as paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery, and similar materials.
- VV. Scheduled Collection Day shall mean any day in which Collection activities take place.
- WW. Service Area shall mean the municipal limits of the CITY.
- XX. Sludge shall have the meaning given in Chapter 403, Florida Statutes, as may be amended from time to time.
- YY. Solid Waste shall have the meaning given in Chapter 403, Florida Statutes, as may be amended from time to time.
- ZZ. Solid Waste Cart shall mean a receptacle authorized and approved by the City Manager for the Collection of Solid Waste from Residential Curbside and Containerized Service Units.
- AAA. Yard Trash shall have the meaning given in Chapter 403, Florida Statutes, as may be amended from time to time.
- BBB. White Goods shall have the meaning given in Chapter 403, Florida Statutes, as may be amended from time to time.

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2.3 Solid Waste Collection and Recycling Data

The collection data in the CITY is as follows:

Waste Type	Estimated Waste/Recyclables Collected in 2023	Estimated Quantity of Units/Accounts
Residential		
<i>Single-Family</i>	20,807 tons*	17,395 units
<i>Multi-Family</i>	55,508 cubic yards**	62 accounts
<i>Recycling</i>	2,964 tons*	17,395 units
<i>Bulk Waste</i>	1,647 tons*	17,395 units
Commercial	146,717 cubic yards**	242 accounts

* Source: Single Family Residential Waste Generation Study prepared by Value Added Consulting LLC, (dated October 2, 2023)

** Source: CITY’s Current Service Provider – Republic Services Monthly Operating Report (FY 2022 collection volumes)

The data contained in the Bid Documents are for informational purposes only. The CITY makes no warranty as to the accuracy of this information.

2.4 Collection Services

The following Solid Waste, Bulk Waste and Recycling Collection Services shall be provided within the CITY.

A. Residential Curbside Collection Services

1. Residential Curbside Solid Waste Collection Service. Residential Curbside Service Units within the CITY shall receive automated Residential Solid Waste Collection twice per week with 60 to 65 gallon and 90 to 95 gallon Solid Waste Carts. Any loose palm fronds placed adjacent to the residential Solid Waste Cart shall be collected concurrent with the cart collection. Once annually, the CONTRACTOR shall collect Christmas Trees from each Residential Curbside Service Unit when placed adjacent to a Cart.
2. Residential Curbside Recycling Collection Services. The Contractor shall provide for Collection of Recyclable Materials to all Residential Curbside Service Units. Collection of Recyclable Materials shall be provided one (1) time per week with 35 to 65 gallon Recycling Cart, on a regularly scheduled Solid Waste Collection Day.

The Bidder shall be responsible for determining the location and method of sale and/or disposal of Recyclable Materials and shall be entitled to retain the proceeds from any sales and shall be responsible for the cost for any disposal.

3. Residential Curbside Bulk Waste Collection Service. The Contractor shall provide four (4) annual Collections per year at quarterly intervals for Bulk Waste from Residential Curbside Service Units on a schedule approved by the CITY. Additional Bulk Waste Collections shall be provided at the rate specified in the Agreement.

B. Residential Containerized Collection Services

1. Residential Containerized Solid Waste Collection Service. The Contractor shall provide Residential Containerized Solid Waste Collection for all current and future Residential Containerized Service Units, a minimum of two times per week.
2. Residential Cart Recycling Collection Service. The Contractor shall provide for Collection of Recyclable Materials to all Residential Containerized Service Units. Collection of Recyclable Materials shall be provided one (1) time per week on a regularly scheduled Solid Waste Collection Day. The Bidder shall be responsible for determining the location and method of sale and/or disposal of Recyclable Materials, shall be entitled to retain the proceeds from any sales, and shall be responsible for the cost for any disposal.
3. Residential Containerized Bulk Waste Collection Service. The CONTRACTOR shall provide four (4) Collections per year at quarterly intervals for Bulk Waste from Residential Containerized Service Units at the Container location pursuant to a schedule determined by the CITY. Additional Bulk Waste Collections shall be provided at the rate specified in the Agreement.

C. Commercial Collection Services

1. Commercial Solid Waste Collection Service. The CONTRACTOR shall provide Commercial Solid Waste Collection for all current and future Commercial Service Units a minimum of two times per week. The Bidder shall provide Roll-Off(s), Container(s) and Commercial Solid Waste Collection Service at the approved rates included in the Agreement.
2. Commercial Recycling Collection. The CONTRACTOR shall make available Recycling Services to all Commercial Service Units in the Service Area that desire to participate in such activity. This service shall **not** be exclusive to the Agreement, and the rates for such services shall not be regulated by the Agreement.
3. Commercial Bulk Waste Collection. The CONTRACTOR shall pick up Bulk Waste from Commercial Service Units on an on-call basis, at the agreed upon rates by the Commercial Service Unit and the Bidder.

D. Construction and Demolition Debris Collection

The Collection of Construction and Demolition Debris is excluded from the Agreement. This service shall not be exclusive to the Agreement, and the rates for such services shall not be regulated by the Agreement.

E. Services at No Cost to CITY

The Bidder shall provide the following services at no cost to the CITY.

1. CITY Facilities. The CONTRACTOR shall provide collection and disposal of Solid Waste, Recyclable Materials and Construction and Demolition Debris roll-off service at CITY facilities without charge to the CITY. The current collection locations for the CITY facilities are included in Table 2.4(E)(1). Additional CITY Facilities may be added to Table 2.4(E)(1) during the Term of the Agreement in the sole discretion of the CITY at no additional cost to the CITY upon written notice to CONTRACTOR.

Collection service for Solid Waste containers shall be a minimum of two (2) times per week and Recycling container one (1) time per week. The Roll-offs frequencies are as needed, and current average is every two weeks.

Solid Waste and Recycling materials from City Facilities (not listed below) such the Police Services Center and the smaller parks are transferred by a CITY third party contractor to one the collection locations below.

TABLE 2.4(E)(1)– CURRENT PRIMARY COLLECTION LOCATIONS FOR CITY FACILITIES

CITY Facility	Address	Service
Administrative Services Center	17250 Royal Palm Boulevard*	Commercial Containers
City Hall	17200 Royal Palm Boulevard*	Commercial Containers
Community Center	20200 Saddle Club Road	Commercial Containers
Fire Station 55	3900 Bonaventure Boulevard	Commercial Containers
Fire Station 67	951 Saddle Club Road	Commercial Containers
Fire Station 81	17350 Royal Palm Boulevard	Commercial Containers
Fire Station 21	275 Bonaventure Boulevard	Commercial Containers
Public Works Services Center	2599 South Post Road	Commercial Containers and Roll Off Containers
Regional Park	20200 Saddle Club Road**	Commercial Containers and Roll Off Containers
Weston Racquet Club	16451 Racquet Club Road	Commercial Containers
Tequesta Trace Park	600 Indian Trace**	Commercial Container and Roll Off Containers
Vista Park	18800 Vista Park Boulevard**	Commercial Container and Roll Off Containers

* The Administrative Services Center and City Hall utilize the same Container(s) location.

** Including Maintenance Building and locations in the parking lot.

2. Community Events. The CONTRACTOR shall provide Container(s), Solid Waste Cart(s), Special Event Garbage and Recycling Boxes, Recycling Cart(s) and other requested receptacles, at no cost to the CITY or the Community Event co-sponsors, to be collected on call at a maximum of twenty-four (24) Community Events per year for the term of the Agreement. The Bidder shall be responsible for the expenses of Container rental and maintenance, Collection, Disposal Charges, locks and all other expenses incurred for the Community Events.

2.5 Disposal Services

A. CONTRACTOR Duties

The CONTRACTOR shall be responsible for:

1. determining the location and method of disposal of all Solid Waste and Bulk Waste, which shall be done in accordance with all applicable local, state and Federal law;
2. all costs associated with the disposal of Solid Waste and Bulk Waste;
3. determining the location and method of sale and/or disposal of Recyclable Materials and shall be entitled to retain the proceeds from any sales; and
4. all costs associated with the disposal of any Recyclable Materials.

B. Ownership of Waste

The Customer shall retain ownership of all Solid Waste, Bulk Waste, Residential Recyclable Materials, and Recyclable Materials ("Materials") until such Materials are collected by CONTRACTOR at the point of collection. Upon collection, CONTRACTOR shall own all the Materials and shall be responsible for transportation, processing and disposal, including all costs thereof, of all of the Materials in accordance with all applicable local, state and Federal Law.

C. Disposal Facility Determination and Liability

The CONTRACTOR shall solely determine the disposal facility or facilities where Contractor shall dispose of all Materials collected pursuant to the Agreement. CONTRACTOR shall be responsible for all liability related to CONTRACTOR's collection, transportation, processing and disposal of the Materials.

2.6 Residential Solid Waste Cart and Recycling Cart Services

A. Purchase, Assembly, Storage, and Distribution of Replacement Carts

1. In addition to the services set forth in Section 2.4 and 2.5 above, the CONTRACTOR shall be responsible for the purchase, assembly, storage, and distribution of replacement Solid Waste Carts and Recycling Carts for Residential Curbside Service Units on an as needed basis and shall be responsible for such costs.
2. The Solid Waste Carts shall be green (the exact color code shall be submitted for approval by the City Manager) and shall display ONLY the seal of the City and the cart identification number. The Solid Waste Carts shall be a minimum of 0.175" or greater wall thickness with one-piece high-density polyethylene (HDPE) construction. The Solid Waste Carts shall have overlapping lips for rain protection with a 270-degree lip opening. The handles shall be a minimum of 2"x 5" for easy gripping. The wheels shall be a minimum of 10" in diameter and have maintenance-free bearings.

3. The Recycling Carts shall be blue (the exact color code shall be submitted for approval by the City Manager) and shall display ONLY the seal of the City and the cart identification number. The Recycling Carts shall be a minimum of 0.175" or greater wall thickness with one-piece high-density polyethylene (HDPE) construction. The Recycling Carts shall have overlapping lips for rain protection with a 270-degree lip opening. The handles shall be a minimum of 2" x 5" for easy gripping. The wheels shall be a minimum of 10" and have maintenance-free bearings.
 4. All existing Solid Waste Carts and Recycling Carts for Residential Curbside Service Units are the property of the CITY. The CONTRACTOR shall not be required to do a blanket replacement of all Carts upon starting the contract but shall provide maintenance replacements as needed in accordance with the Agreement.
 5. The CITY currently utilizes Solid Waste Carts of 65 gallon and 95 gallon nominal capacities for Residential Curbside Solid Waste Collection Service and Recycling Carts of 35 and 65 gallon nominal capacity for Residential Curbside Recycling Collection Service.
 6. Upon notification to the CONTRACTOR that a cart is in need of replacement, the CONTRACTOR shall replace the cart, at the CONTRACTOR's sole expense, within two (2) calendar days.
- B. Residential Off-Street Collection Service - The CONTRACTOR shall provide offstreet
The CONTRACTOR shall provide off-street Collection for Solid Waste from Residential Curbside Service Units if all adult occupants residing therein are disabled and if a request for off-street service has been made to, and approved by, the CITY, in the manner required by the CITY. The CITY shall notify the CONTRACTOR in writing of any customers requiring off-street service. No additional monies shall be due to the CONTRACTOR for the provisions of off-street service to disabled customers. The point of Collection for off-street service shall be the back or side yard or such other location as is mutually agreeable to the CONTRACTOR and the customer. In the event the appropriate location cannot be agreed upon, the CITY shall mediate the dispute and designate the location for Collection. The CONTRACTOR shall provide off-street service on the same Scheduled Collection Day that Residential Curbside Solid Waste Collection Service would otherwise be provided to the Residential Curbside Service Unit
- C. New Residential Curbside Units Added
The CONTRACTOR shall purchase, assemble, and distribute Solid Waste and Recycling Carts to new Residential Curbside Service Units that are added to the Service Area during the term of the Agreement, and shall be responsible for such costs.

2.7 Transition

The CONTRACTOR understands and agrees that the time between the formal Agreement signing and April 1, 2024 is intended to provide the CONTRACTOR with sufficient time to prepare for the transition, including but not limited to ordering equipment and preparing necessary routing changes. The CONTRACTOR shall be responsible for the provision of all Collection Services beginning April 1, 2024. Accordingly, the CONTRACTOR shall provide Collection Services as set forth in this Agreement no later than April 1, 2024.

The CONTRACTOR shall provide the City Manager with a transition schedule within five (5) Business Days after execution of the Agreement and be available to brief the CITY staff on the status of transition activities on a weekly basis leading up to initiation of Collection Services on April 1, 2024.

2.8 Special Collection Services

Special collection services included in Exhibit B, Cost Form 4 shall be provided by the CONTRACTOR. Services listed shall not be adjusted during the term of the Agreement.

2.9 CITY's Right to Designate Container Size and Frequency of Pick Up

The CITY reserves the right to determine the frequency of pick up and size of Containers needed at all Residential Containerized Service Units and Commercial Service Units for Containers within the CITY's corporate limits. If the CITY determines that a change in frequency of service or Container size is necessary, the CONTRACTOR shall adjust Containers and frequency of service accordingly. The customer shall be responsible for paying the adjusted service levels, whether increased or decreased.

2.10 Public Education Materials

CONTRACTOR shall not distribute notices or any other written materials to Residential Service Units or Commercial Service Units, except for non-collection notices in accordance with Section 2.11. The CITY shall be responsible for the distribution of all public education materials.

2.11 Non-Collection Notice

The CONTRACTOR shall not be required to collect any Solid Waste, Bulk Waste or Recyclable Materials that do not meet the requirements in this Agreement. The CONTRACTOR shall collect that portion of Solid Waste, Bulk Waste or Recyclable Materials that meets the set-out requirement and shall affix to the improper material a Non-Collection Notice explaining why Collection was not made. The design of said notice shall be approved by the CITY and the cost of printing said notice shall be borne by the CONTRACTOR. The CONTRACTOR shall maintain a record of the address of any customer where Solid Waste, Bulk Waste or Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, to be provided to the CITY within 24 hours of such non-collection.

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SECTION 3

STANDARDS OF WORK

3.1 Scope of Work

CONTRACTOR shall provide Solid Waste, Bulk Waste and Recycling Collection; Solid Waste and Bulk Waste Disposal; and Sale and/or Disposal of Recyclable Materials Services within the CITY.

3.2 Hours of Collection

A. Residential Services

Residential Services shall be made with a minimum of noise and disturbance commencing no earlier than 7:00 a.m., Local Time, and terminating no later than 7:00 p.m., Local Time, Monday through Saturday with no service on Sunday. The hours, and/or days of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the CITY.

B. Commercial Services

Commercial Services shall be made with a minimum of noise and disturbance and shall be provided between the hours of 7:00 a.m. and 7:00 p.m. Local Time, Monday through Saturday, and between the hours of 8:00 a.m. and 7:00 p.m., Local Time on Sunday.

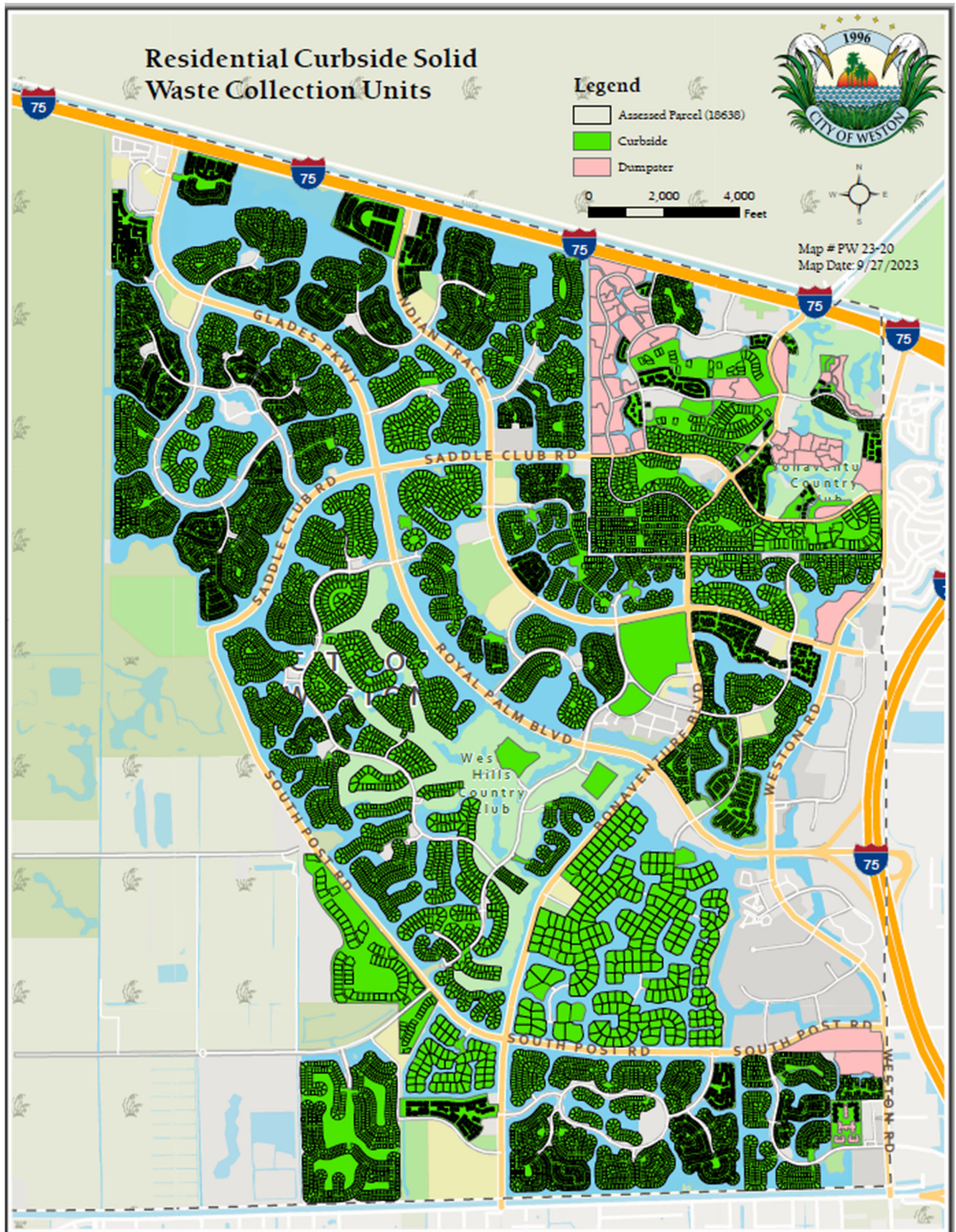
Services shall not be provided prior to 9:00 a.m., Local Time, on any public or private school unless requested by said school in writing or approved by the City Manager.

The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the CITY.

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3.3 Residential Curbside Solid Waste Collection Units Map

Link to Map: [Residential Curbside Solid Waste Units - Map - OneDrive \(sharepoint.com\)](#)



3.4 Residential Curbside Schedules and Routes

A. Regular Residential Curbside Schedules and Routes

The CONTRACTOR shall submit proposed residential curbside routes and schedules no later than ninety (90) calendar days prior to the Commencement Date. The routes and schedules shall be subject to the CITY's approval. The CITY reserves the right to deny the CONTRACTOR's vehicles access to certain streets, bridges and public and private ways where it is in the best interest of the public to do so. The CONTRACTOR shall use best efforts to not interrupt the regular schedule and quality of service because of such street closures.

In the event the CONTRACTOR proposes a change in residential curbside routes or schedules that will alter the day of Collection, such changes shall be subject to CITY approval, and the CONTRACTOR shall submit such changes to the CITY no later than sixty (60) calendar days prior to the proposed change. The CONTRACTOR shall bear all expenses for public education in the event of a change in residential routes (i.e. postage, copies, etc.).

B. Residential Curbside Holiday Pick-Up Schedule

Solid Waste and Bulk Waste Collection and Recycling Services will not occur on a Scheduled Collection Day that falls on a Holiday. Collections that would normally occur on a Scheduled Collection Day that fall on a Holiday shall occur on the next Scheduled Collection Day.

3.5 Charges and Rates

A. Residential Curbside Collection and Disposal Services

The CITY shall be responsible for the billing and collection of payments for all Residential Curbside Service Unit accounts except for additional services as set forth in Section 2.8 - Special Collection Services. The CITY shall pay the CONTRACTOR for Residential Collection and Disposal Services in accordance with the Rate Structure established in Exhibit B, Cost Form 1, and as may subsequently be adjusted pursuant to this Agreement.

B. Residential Containerized Collection Services and Commercial Solid Waste Collection and Disposal Service

The CONTRACTOR shall be responsible for the billing and collection of payments for all Residential Containerized Service Collection and Disposal Services and Commercial Services Collection and Disposal Service. The CONTRACTOR shall bill Residential Containerized Service Units and Commercial Service Units in accordance with the Rate Structure established in Cost Forms 2 and 3 of Exhibit B, and as may subsequently be adjusted pursuant to this Agreement.

The CONTRACTOR shall enter into a service contract with each Residential Containerized Service Unit and Commercial Service Unit before the CONTRACTOR provides Collection Service. The CONTRACTOR shall utilize a standard form that the CONTRACTOR shall use as its service contract. The service contract shall not contain any requirements for fees

that are not included in this Agreement. The service contract shall identify all of the services that the CONTRACTOR will provide to the Residential Containerized Service Units and Commercial Service Units as applicable.

The minimum frequency of Collection to Residential Containerized Service Units and Commercial Service Units shall be two (2) times weekly or as amended from time to time in accordance with the City Code of Ordinances.

C. Special Collection Services

The CONTRACTOR shall be responsible for the billing and collection of payments for special collection services, such as rolling out containers, locks for containers, backdoor/side of house service, additional bulk waste collections, etc., which shall be billed in accordance with Exhibit B, Cost Form 4. Rates for special collection services are set for the term of the Agreement and not subject to annual rate increases. Special collection services for current and future CITY facilities shall be provided at the request of the CITY and at the expense of the CONTRACTOR.

D. Payment

The CITY shall remit payment to the CONTRACTOR for the Residential Curbside Collection and Disposal Service provided by the CONTRACTOR during the previous month, in compliance with this Agreement less any unpaid or underpaid Franchise Fee for and on behalf of the CONTRACTOR, as set forth in Section 3.5(E) of this Agreement and reflected in the Rate Structure contained in Exhibit B.

On or before the tenth day of each month, the CONTRACTOR shall provide the CITY with an invoice for the Residential Curbside Collection and Disposal Services that were provided by the Contractor in the Service Area during the prior month. The format and content of the CONTRACTOR invoice shall be subject to the approval of the City Manager.

E. Franchise Fees

In consideration of the privilege granted to the CONTRACTOR to use and occupy the streets, alleys, bridges, easements and other public places of the CITY, pursuant to this Agreement, the CONTRACTOR shall pay to the CITY a Franchise Fee for all services CONTRACTOR provides under this Agreement within the CITY's municipal corporate limits. Such Franchise Fee shall be established by a resolution of the City Commission, as may be amended from time to time, and based on a percentage of the CONTRACTOR's Gross Revenues as defined in this Agreement. (For informational purposes only, the current Franchise Fee percentage for Fiscal Year 23-24 is 35%). The Franchise Fee shall be paid as follows:

1. CONTRACTOR shall pay the Franchise Fee due to the CITY on or before the fifteenth (15th) day of each month for the term of the Agreement.
2. CONTRACTOR shall file with the CITY, concurrent with the payment of the Franchise Fee, a financial statement setting forth the computation of Gross Revenues used to calculate the Franchise Fee for the preceding month and a detailed explanation of the method of computation. The statement shall be certified by a certified public accountant or the CONTRACTOR's chief financial or other duly authorized officer. The CONTRACTOR shall bear the cost of the preparation of such financial statements.

3. Subject to applicable law, no acceptance by the CITY of any Franchise Fee payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the CITY may have for additional sums payable. The Franchise Fee payment is not a payment in lieu of any other tax, fee or assessment.
4. Consistent with Section 8.14(B) of this Agreement, the CITY may inspect and audit any and all books and records of the CONTRACTOR relevant to the determination of Gross Revenues and the computation of Franchise Fees due and may recompute any amounts determined to be payable under this Section, subject to the applicable statute of limitations. The cost of the audit will be borne by the CONTRACTOR if, because of the audit, the CITY determines that the CONTRACTOR has underpaid the Franchise Fees owed in an amount equal to or exceeding two percent (2%) of the Franchise Fees actually paid.
5. If a Franchise Fee payment is not received by the CITY on or before the due date set forth in 3.5(E)(1), above, or is underpaid, the CITY reserves the right to retain funds from its payment to the CONTRACTOR consistent with Section 3.16 of this Agreement.
6. Since the City collects a non-ad valorem special assessment to pay the CONTRACTOR for Residential Curbside Collection and Disposal Services, the City will deduct the Franchise Fee for Residential Curbside Collection and Disposal Services from the revenues the City derives from its special assessment before the City uses the special assessment revenues to pay the Contractor for its Residential Collection Services. The Parties agree this procedure is more efficient than requiring the City to pay the Contractor for its Residential Collection Services and then requiring the Contractor to pay the City for the Franchise Fee.

F. Approved Rate Structure

The rates shown in Exhibit B shall apply to all Residential Service Units and Commercial Service Units within the corporate limits of the CITY as well as any areas annexed into the CITY after the commencement of this Agreement.

G. Research and Data Generation and Cooperation

The CITY, at its sole option, may conduct a generation study at any time during the Term of this Agreement to update and establish a new "Monthly Curbside Unit Residential Waste Generation Factor," "Non-Compacted Weight Per Cubic Yard Factor," or "Compacted Weight Per Cubic Yard Factor." The CONTRACTOR shall cooperate with CITY in the selection of routes, providing all necessary data, and all other aspects to successfully complete the generation study.

H. Recycling Revenues

The CONTRACTOR shall maintain proper and accurate records that reflect the weight of the Recyclable Materials recovered each month, including copies of receipts from the Recycling Facility or Facilities and that portion of the CITY's Recyclable Materials sold each month.

3.6 Storm Related Services

In an emergency event such as a hurricane, tornado, major storm, natural disaster, or other such event, the CONTRACTOR may alter regular routes and schedules upon prior approval of the City Manager. As soon as practicable after such event, the CONTRACTOR shall advise the City Manager when it is anticipated that normal routes and schedules can be resumed.

3.7 Operations Reports

A. Semi-Annual: The CONTRACTOR shall provide to the CITY a semi-annual report identifying each service and Additional Service as provided for Residential Containerized Service Units and Commercial Service Units, in Microsoft Excel or in an alternative computer program selected by the CITY. The CONTRACTOR shall provide the semi-annual report to the CITY no later than the fifteenth (15th) day after the conclusion of the months of September and March, outlining the following information for the preceding six-month period:

1. Residential Containerized and Commercial Services customer report (including name, address, container size, collection frequency and amount billed) broken down by customer type, type of waste/recyclable material collected during the previous semi-annual year, and semi-annual bill amount for each customer type and type of waste/recyclable material;
2. List of all weight tickets at the point where the Solid Waste and Recyclable Materials were first tipped for Solid Waste and Recyclables collected in the CITY during the previous semi-annual year, including route number, date, and Solid Waste or Recyclable quantity; and
3. A summary of Additional Services subject to Franchise Fee provided by CONTRACTOR, and associated revenues obtained. The revenue information shall be reviewed at CONTRACTOR's offices for purposes of protecting proprietary information to the extent permitted under public record law.

B. If the CONTRACTOR fails to provide the above information or additional data requested by the CITY, the CITY reserves the right to withhold payment for services or draw on the letter of credit for liquidated damages for breach of this Agreement as provided herein.

C. End of Day Report: The CONTRACTOR shall provide to the CITY an "End of Day" (EOD) status report no later than 4 PM each day of Collection service operation. The EOD report shall: (a) describe the status of each Route that was scheduled to be serviced on that operating day; and (b) identify each Route that may not be completed that day.

D. Annually:

1. Certification of Collection vehicles age no greater than 5 years old in accordance with Section 5.3(A).
2. No later than October 31 of each year of this Agreement, CONTRACTOR shall provide the CITY with a report that includes the solid waste management information for the previous fiscal year period (October 1 through September 30), as required to be maintained in accordance with Section 62-708.400(2), Florida Administrative Code, and any other applicable County, State or Federal law.

- E. Quarterly: CONTRACTOR shall receive a Quarterly performance evaluation from the CITY. See Section 4.7.

3.8 Monthly Complaints and Missed Collection Reports

- A. Missed Collection: CONTRACTOR will maintain an accurate and up-to-date log of date, time, and address of all missed collections, the disposition thereof, actions taken to resolve the complaint or missed collection, and the date and time the complaint or missed collection was resolved. The CONTRACTOR shall provide the missed collections log to the CITY in the form of a monthly report in Microsoft Excel or in an alternative computer program selected by the CITY, no later than the fifteenth (15th) day of each month, or upon request by the CITY.
- B. Complaints: CONTRACTOR will maintain an accurate and up-to-date log of date, time, and address of all complaints received, the disposition thereof, actions taken to resolve the complaint, and the date and time the complaint collection was resolved. The CONTRACTOR shall provide the complaint collections log to the CITY in the form of a monthly report in Microsoft Excel or in an alternative computer program selected by the CITY, no later than the fifteenth (15th) day of each month, or upon request by the CITY.

If the CONTRACTOR fails to provide the above information or additional data requested by the CITY, the CITY reserves the right to withhold payment for services or draw on the letter of credit for liquidated damages for breach of this Agreement as provided herein.

The CITY reserves the right to correct a complaint on public rights-of-way and on CITY properties if the complaint is not corrected within twenty-four (24) hours of notification to the CONTRACTOR, and if the CITY corrects the complaint the CITY is entitled to recover its costs and administrative fees from the CONTRACTOR.

3.9 Clean Up

CONTRACTOR shall be responsible daily to maintain a clean work site, remove all debris and dispose of debris properly. CONTRACTOR shall be responsible for cleanup of any hazardous material.

3.10 Discovery and Notification

If the CONTRACTOR discovers damages, vandalism or theft, the CONTRACTOR shall immediately notify the CITY of same, and shall file a police report of the occurrence.

3.11 Property Damage

Property damage, whether public or private, caused by CONTRACTOR during the work shall be immediately reported to CITY, and repaired as soon as practicable by CONTRACTOR at no cost to CITY or Property Owner.

3.12 Customer Relations.

A. Customer Office Hours

The CONTRACTOR shall take all reasonable steps and do all things necessary to ensure good and harmonious customer relations in the CITY. The CONTRACTOR agrees that it shall have telephone service via a toll-free call or local number. The toll-free or local number telephone service shall be listed in the name in which the company is doing business as the CONTRACTOR. The telephone service shall be staffed from 7:00 a.m., until 7:00 p.m., Local Time Monday through Saturday by the CONTRACTOR's employee(s), whom shall be familiar with the CITY. Answering machines, pagers or other devices that do not provide for immediate contact with the CONTRACTOR's employee(s) shall not meet the requirements of this Section.

B. Missed Collections

If the Collection of any Residential Service Unit or Commercial Service Unit is missed during the regular route Collection, the CONTRACTOR shall ensure that the missed collection shall be picked up on the same day if notification was received by the CONTRACTOR from the CITY or customer before 6:00 p.m., Local Time, otherwise the missed collection shall be picked up before 12:00 p.m., Local Time on the next calendar day after such notification from CITY or customer. Any deviation from the requirements of this provision must be approved by the City Manager, or the CITY's designated representative.

If the CONTRACTOR fails to comply with this provision, or any of the terms and conditions of the Agreement, the CITY reserves the right to ensure that the collection is made, either with its own force or an outside source, and to charge all costs, plus reasonable overhead, and applicable liquidated damages to the CONTRACTOR.

The CONTRACTOR shall not be required to collect material from curbside that is non-conforming; however, in each such case, the CONTRACTOR shall notify each resident by door hanger or other means, in a form approved by the CITY, notifying the resident of the problem and how the customer needs to correct the problem. The CONTRACTOR shall then notify the CITY of the location every time a non-conforming location is noticed.

C. Spillage and Litter

The CONTRACTOR shall not be responsible for cleaning up sanitary conditions around Solid Waste Carts, Containers, Roll-offs and Recycling Carts caused by the carelessness of the customer; however, the CONTRACTOR shall clean up any Solid Waste, Bulk Waste, Recyclable Materials or other refuse materials including leakage of fluids spilled from Solid Waste Carts, Containers, Roll-offs, Recycling Carts, and Collection vehicles by the CONTRACTOR, CONTRACTOR's vehicles or the CONTRACTOR's employees.

During transport, all Solid Waste and Recyclable Materials shall be contained, covered or enclosed so that leaking, spilling and blowing of the Solid Waste, Bulk Waste, Recyclable Materials or other refuse materials is prevented. The CONTRACTOR shall be responsible for the cleanup of any spillage or leakage caused by the CONTRACTOR, CONTRACTOR's vehicles or the CONTRACTOR's employees. Said cleanup shall be done at the CONTRACTOR(s) expense within twenty-four (24) hours of the spillage or leakage.

3.13 Public Relations

CONTRACTOR'S positive interaction with CITY residents is essential to the success of this Agreement and is of equal importance as the ability to perform the work. CONTRACTOR shall extend the utmost courtesy to CITY residents always. CONTRACTOR shall make no statements or offer any information concerning CITY activities, policies and procedures. All resident inquiries shall be directed to the CITY.

3.14 Liability for Delays or Non-Performance Due to Unusual Circumstances

It is expressly agreed that in no event shall the CITY be liable or responsible to the CONTRACTOR, or to any other person, because of any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the CITY or the CONTRACTOR, or because of any delay from any cause over which the CITY has no control.

The CONTRACTOR shall not be responsible for delays or non-performance of the terms and provisions of this Agreement where such delays or non-performance are caused by events or circumstances beyond the control of the CONTRACTOR. The CONTRACTOR shall not be entitled to compensation for such period of time as the delay or non-performance shall continue but will be entitled to pro-rata compensation once said work has been completed. In the event of a strike of the employees of CONTRACTOR, or any other similar labor dispute which makes performance of this Agreement by the CONTRACTOR substantially impossible, CONTRACTOR agrees that the CITY shall have the right to draw on the letter of credit in its favor for any and all damages incurred and engage another person, firm or corporation to provide necessary services with the letter of credit applied to pay any difference between the Agreement price in effect and the costs charged by the successor company.

3.15 Breach of Agreement

If, in the opinion of the City Manager there has been a breach of Agreement, the City Manager shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Agreement. In the event of a breach by CONTRACTOR, CONTRACTOR shall be liable for liquidated damages as provided in this Section. Unless otherwise provided in this Section 3.15, there shall be no opportunity to avoid the liquidated damages by curing the breach.

- A. Transition provisions. Failure to comply with the transition provisions of this Agreement shall result in liquidated damages due to the CITY as follows:
 - 1. General Manager of Operations. Failure to have the CONTRACTOR's General Manager of Operations retained within ninety (90) calendar days prior to the Commencement Date. For each day of delay, liquidated damages in the amount of Two Thousand Dollars (\$2,000.00) shall be assessed.
 - 2. Collection Vehicles. Failure to have the necessary Collection vehicles delivered to the CONTRACTOR's equipment yard and street legal (registered, licensed and tagged) within thirty (30) calendar days prior to the Commencement Date. For each day of delay, liquidated damages in the amount of Two Thousand Dollars (\$2,000.00) shall be assessed.
 - 3. Collection Equipment. Failure to provide purchase orders or other documentation to the CITY, satisfying that the necessary arrangements have been made to have the necessary Solid Waste Carts, Recycling Carts, Containers, and Roll-offs delivered to the CONTRACTOR for distribution within thirty (30) calendar days prior to the

Commencement Date. For each day of delay, liquidated damages in the amount of Two Thousand Dollars (\$2,000.00) shall be assessed.

4. Schedules and Routes. Failure to provide the City Manager with a copy of schedules, and routes, including service levels, within ninety (90) calendar days prior to the Commencement Date, and annually thereafter for the term of the Agreement as provided for in Section 3.4(A). For each day of delay, liquidated damages in the amount of Two Thousand Dollars (\$2,000.00) shall be assessed.

B. Operational provisions. Failure to comply with the operational provisions of this Agreement shall result in liquidated damages due to the CITY as follows:

1. Spillage and Litter. Failure to clean up spilled material from loading and/or transporting in compliance with the "Florida Litter Law" or as described in this Agreement. Each failure shall result in liquidated damages due to the CITY in the amount of Two Hundred Fifty Dollars (\$250.00).
2. Customer Complaints other than Collection Misses. Failure to resolve complaints other than Collection misses within five (5) calendar days from the day of notification shall result in liquidated damages due to the CITY in the amount of Two Hundred Fifty Dollars (\$250.00) for each occurrence.
3. Chronic Complaint Problems. Failure or neglect to correct chronic problems (chronic shall mean three (3) or more similar complaints at the same premises within a twelve (12) month period) in any category of service shall result in liquidated damages due to the CITY in the amount of One Thousand Dollars (\$1,000.00) for each occurrence after the second. If CONTRACTOR receives more than five (5) chronic complaint problems within a month, the CITY shall receive liquidated damages in the amount of Two Thousand Dollars (\$2,000.00) per occurrence thereafter.
4. Chronic Equipment Problems. Failure or neglect to correct chronic equipment problems (chronic shall mean three instances of the same or similar problem within a twelve-month period) shall result in liquidated damages due to the CITY in the amount of One Thousand Dollars (\$1,000.00) for each occurrence after the second.
5. Failure to Properly Label Equipment. Failure to properly and legibly label vehicles, Solid Waste Carts, Recycling Carts, Containers and Roll-offs according to the Agreement shall result in liquidated damages due to the CITY in the amount of One Hundred Dollars (\$100.00) per day for each piece of equipment not properly labeled.
6. CONTRACTOR Reports. Failure to provide the reports required by this Agreement. For each day of delay liquidated damages shall be due to the CITY in the amount of Two Hundred Fifty Dollars (\$250.00), which shall be assessed for each report. In addition, the CITY shall withhold payment for services until receipt of the required reports.
7. Non-collection. If CONTRACTOR fails to collect Solid Waste, Bulk Waste and Recycling in accordance with the schedules and routes provided for in this Agreement, CONTRACTOR shall be responsible for liquidated damages in the amount of \$10 per unit, per day for the first day of non-collection (failure to collect by 7 p.m. on a Scheduled Collection Day), and \$25 per unit, per day for each

calendar day of non-collection thereafter, and such damages shall accrue daily until proper Collection. There shall be no opportunity to avoid the liquidated damages by curing a violation of this Section.

8. Office Hours. Failure to maintain office hours in the manner specified in this Agreement shall result in a One Hundred Dollar (\$100) assessment per occurrence per Operating Day.
9. Spillage. Failure to clean up spilled liquids, including leachate, oil, and hydraulic fluids, within the deadlines set forth in Section 3.12(C), shall result in the imposition of an assessment of Five Hundred Dollars (\$500) per occurrence.
- C. Breach of other Provisions in Agreement. Failure of CONTRACTOR to comply with any other provision of this Agreement that is not described in this Section 3.15 shall result in liquidated damages due to the CITY in the amount of \$500 per day for each occurrence that is not corrected within 5 calendar days of written notice of the breach.
- D. Liquidated damages not a penalty. CONTRACTOR agrees that the amount of liquidated damages assessed pursuant to this Section 3.15 is reasonable and does not constitute a penalty. The parties recognize the difficulty of proving the loss or damage suffered by the CITY due to CONTRACTOR's breach. CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.
- E. Protest Procedure
 - A. A protest under this Section shall be required prior to CONTRACTOR filing a lawsuit based upon the Breach of Agreement provisions in this Section 3.15 of the Agreement.
 - B. The CONTRACTOR shall have five (5) calendar days from the date of the written notice to file a written letter of protest with the City Manager. If the protest is filed within five (5) calendar days, the City Manager or individuals designated by the City Manager shall conduct a formal review of each properly filed protest. The determination of the City Manager or designee shall be final. If the protest is not timely filed, the City Manager shall deduct the amount of the liquidated damages due to the CITY from payment due or to become due to the CONTRACTOR.
 - C. Pending resolution of the alleged breach, the CONTRACTOR shall be governed by the provisions of Section 3.17.

3.16 Payment Withheld

In addition to express provisions elsewhere contained in this Agreement, the CITY may withhold from any payment otherwise due the CONTRACTOR such amount as determined necessary to protect the CITY'S interest, or, if it so elects, may withhold or retain all or a portion of any monthly payment or refund payment because of:

- A. Unsatisfactory progress of the work not caused by condition beyond the CONTRACTOR'S control;
- B. Defective work not corrected;

- C. The CONTRACTOR'S failure to carry out instructions or orders of the CITY or its representative;
- D. A reasonable doubt that the Agreement can be completed for the balance then unpaid;
- E. Execution of work not in accordance with the Agreement;
- F. Claim filed by or against the CONTRACTOR or reasonable evidence indicating probable filing of claims;
- G. Failure of the CONTRACTOR to make payments to any subcontractor for material or labor;
- H. Damage to another CONTRACTOR;
- I. Unsafe working conditions allowed to persist by the CONTRACTOR;
- J. Failure of the CONTRACTOR to provide route schedules and other reports as required by the CITY;
- K. Use of any subcontractors without the CITY'S prior written approval.

When the above grounds are removed, payment shall be made for amounts withheld because of them and the CITY shall never be liable for interest on any delayed or late payment. The CITY's right to withhold payments under this Section will be reasonable considering the nature of the claim, amount of available insurance and access to the Letter of Credit pursuant to this Agreement.

3.17 Operations During Dispute

- A. In the event that any dispute, arises between the CITY and the CONTRACTOR relating to this Agreement performance or compensation hereunder, the CONTRACTOR shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the CITY, regardless of such dispute.
- B. The CONTRACTOR expressly recognizes the paramount right and duty of the CITY to provide adequate Collection and disposal services to its residents and further agrees, in consideration of the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with the CITY in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute may present the matter to a court of competent jurisdiction in Broward County, Florida in an appropriate suit therefore instituted by it or by the CITY.
- C. Notwithstanding the other provisions in this Section, the CITY reserves the right to terminate this Agreement at any time whenever the service provided by the CONTRACTOR fails to meet reasonable standards of the trade, after CITY provides written notice to the CONTRACTOR pursuant to Section 8.14(G) of this Agreement. Upon termination, the CITY may draw on the Letter of Credit, and if insufficient enforce the Corporate Guaranty, for the cost of service more than that charged to the CITY by the firm engaged for the balance of the Agreement period.

3.18 Force Majeure

In the event of an occurrence of a Force Majeure rendering either party unable to perform or delaying either party from performing in accordance with this Agreement, such inability or delay shall be excused at any time during which compliance with this Agreement is prevented by such event and during such period thereafter as may be reasonably necessary for the party to correct

the adverse effect of the Force Majeure. In the event of an occurrence of a Force Majeure rendering CONTRACTOR unable to perform, the CITY shall not be required to compensate CONTRACTOR during the period in which CONTRACTOR is unable to perform. Both parties shall use their best efforts to remedy the cause(es) of any event of Force Majeure and shall cooperate with each other in such efforts.

3.19 City Ordinance

Nothing contained in any CITY ordinance hereafter adopted, pertaining for Solid Waste, Bulk Waste And Recycling Collection Services; Solid Waste And Bulk Waste Disposal Services; And Recyclable Materials Sale and/or Disposal, shall in anyway be construed to affect, change, modify or otherwise alter the duties, responsibilities, and operations of the CONTRACTOR in the performance of the terms of this Agreement, unless it is agreed to in writing by both the CONTRACTOR and the CITY and this Agreement is amended accordingly.

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SECTION 4

STANDARDS OF CONTRACTOR

4.1 Intent

CONTRACTOR is an independent contractor and the individuals assigned to work for CITY by CONTRACTOR are subject to the approval of CITY and shall not be CITY employees. CONTRACTOR must be fully licensed with all required State and/or local government licenses and permits and shall comply with all Federal, State and local laws, rules, practices and regulations.

4.2 Facilities

CITY reserves the right to inspect CONTRACTOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that CONTRACTOR has a bona fide place of business and is a responsible CONTRACTOR.

4.3 Relationship Contact

CONTRACTOR shall maintain at a minimum one relationship contact for this contract who will respond to specific CITY requests, twenty-four hours a day, seven days a week, including all public holidays. The relationship contact shall be available by cellular telephone and shall be expected to visit the work site as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English and have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with CITY. The relationship contacts shall use his/her experience and training to prevent, detect and control adverse conditions by physically inspecting the work area regularly.

4.4 Experience

The CONTRACTOR shall have a minimum of five years of continuous experience within the past seven years in collecting residential curbside, residential containerized and commercial Solid Waste, Bulk Waste and Recyclable Materials for at least one municipality with at least 18,700 single family dwelling units, 56,000 cubic yards of solid waste collected from multi-family property and 147,000 cubic yards of solid waste collected from commercial property.

4.5 Licensing

CONTRACTOR shall hold all governmental licenses and permits required to perform the services set forth in this Bid.

4.6 Collection Vehicles and Containers

A. The CONTRACTOR shall take responsible precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees at the Project site and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the CONTRACTOR or the CONTRACTOR's Subcontractors or Sub-subcontractors; and

3. other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, relocation or replacement in the course of construction.
- B. The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property for their protection from damage, injury or loss.
- C. The CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- E. The CONTRACTOR shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the CONTRACTOR, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the CONTRACTOR is responsible except damage or loss attributable to acts or omissions of the CITY or CONTRACTOR or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the CONTRACTOR. The foregoing obligations of the CONTRACTOR are in addition to the CONTRACTOR's obligations.
- F. The CONTRACTOR shall designate a responsible member of the CONTRACTOR's organization at the Project site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's Superintendent unless otherwise designated by the CONTRACTOR in writing to the CITY and CONTRACTOR.

4.7 Performance Evaluation

CITY shall meet with CONTRACTOR every three months to review CONTRACTOR'S performance. Any instances of poor performance shall be documented in writing to CONTRACTOR followed by a written commitment from CONTRACTOR to resolve the issues in a timeframe agreed to by CITY and CONTRACTOR.

4.8 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work. CONTRACTOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the work. In addition, CONTRACTOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY. CONTRACTOR shall be responsible and liable to CITY for all work performed by the Subcontractors or their employees, agents or CONTRACTORS, pursuant to this Agreement.
- B. Sub-contractual Relations. By listing the names of each as set forth in Exhibit "C", attached hereto and made a part hereof, CONTRACTOR shall require each subcontractor, to the extent the work to be performed by the subcontractor, to be bound to CONTRACTOR by terms of the Agreement, and to assume toward CONTRACTOR all the obligations and responsibilities

which CONTRACTOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between CONTRACTOR and a subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the work to be performed by the subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR, by the Agreement, has against CITY.

- C. Where appropriate, CONTRACTOR shall require each subcontractor to enter into similar agreements with the subcontractors. CONTRACTOR shall make available to each proposed subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the subcontractor shall be bound, and upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed subcontractors.
- D. CONTRACTOR shall notify and request approval in writing of any subcontractors that will be utilized but not listed in Exhibit "C" at least two weeks prior to start of work for the City to verify qualifications of the new subcontractor.
- E. CONTRACTOR's allowable markup for all subcontractor work shall not exceed Ten (10) percent.

4.9 Drug-Free Workplace

CONTRACTOR continues to implement and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.

4.10 Exclusivity

CITY reserves the right to have required work performed by others. This action will not waive or void any of the terms and conditions in this Agreement.

4.11 Compliance With Code Of Federal Regulations And Federal Standards

All services purchased under this agreement shall be in accordance with the 2 Code of Federal Regulations (CFR), Part 200 for Uniform Administrative Requirements, Cost Principle and Audit Requirements for Federal Awards. In addition, CONTRACTOR shall adhere to all applicable governmental standards, including, but not limited to those issued by the Occupation Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of the CONTRACTOR to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this agreement.

A complete copy of the CFR may be obtained by visiting the following website:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

A. Requirements for CONTRACTOR Compliance

1. CONTRACTOR shall assist in ensuring that the CITY is in compliance with Federal Emergency Management Agency's (FEMA) reimbursement requirements, as set forth in the CFR, §200.318, General Procurement Standards.

2. If subcontractors are utilized, the CONTRACTOR shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. II. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. III. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. IV. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. V. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce or similar State and County agencies.

CONTRACTOR may use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Websites and contact information can be found at <https://www.sba.gov/> and <https://www.mbda.gov/>.

- 4.12 Section 4.11 through 4.26 details the federally required and FEMA recommended provisions applicable to Public Assistance (PA), that CONTRACTOR shall comply with as the CITY (Applicant/Non-Federal Entity) plans to use Federal financial assistance awarded by FEMA to pay or reimburse equipment expenses or services under this agreement (contract). This agreement (contract) must contain the applicable clauses described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards under 2 C.F.R. § 200.326. (Search "Appendix II to Part 200" at <https://www.ecfr.gov/>)

Appendix K: Contract Provisions of the Public Assistance Program and Policy Guide (PAPPG), outlines the federally required contract provisions in addition to FEMA recommended provisions applicable to PA Applicant contracts such as this Agreement.

In the event that a conflict arises between the Federal requirements set forth in Section 4.13 through Section 4.26 and any other provisions of this Agreement, the Federal requirements shall control and prevail.

4.13 Equal Employment Opportunity

During the performance of this contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action

shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.
- D. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTORS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4.14 Compliance with the Contract Work Hours and Safety Standards Act

This requirement applies to all FEMA contracts awarded by the non-federal entity exceeding \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act.

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 4.14(A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 4.14(A) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 4.14(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 4.14(B) of this section.
- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 4.14(A) through (D) of this section.

4.15 Clean Air Act

This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding \$150,000 under a federal grant.

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The CONTRACTOR agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding

\$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4.16 Federal Water Pollution Control Act

This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding \$150,000 under a federal grant.

- A. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The CONTRACTOR agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4.17 Suspension and Debarment

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The CONTRACTOR (PROPOSER) agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR (PROPOSER) further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4.18 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

This requirement applies to all FEMA grant and cooperative agreement programs. CONTRACTORS that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II, I; 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification: If applicable, CONTRACTOR must sign and submit with this Agreement the following certification, APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying.

4.19 Procurement of Recovered Materials

This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.

Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4.20 Access to Records

The following access to records requirements applies to this contract:

- A. The CONTRACTOR agrees to provide State of Florida, the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the CITY and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

4.21 Changes Clause

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

4.22 DHS Seal, Logo, And Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

4.23 Compliance with Federal Law, Regulations, And Executive Orders

The CITY acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4.24 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

4.25 Program Fraud and False or Fraudulent Statements or Related Acts

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

4.26 Contingency Allowance

CONTRACTOR agrees that a contingency allowance, if any, is for the sole use of the CITY to cover unanticipated costs.

SECTION 5

STANDARDS OF LABOR, EQUIPMENT AND MATERIALS

5.1 Labor

CONTRACTOR shall provide a sufficient number of supervised staff to complete the duties stated within the Agreement.

CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of CONTRACTOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages, smoking or drugs shall be allowed on the site of the work.

- A. Supervisor: CONTRACTOR shall maintain an on-site Supervisor(s) for this work. The Supervisor shall be fluent in English and Spanish. A Supervisor shall be located in the CITY during all scheduled operating hours, and during declared local states of emergency when requested by the CITY. The Supervisor shall be available by cell phone during all scheduled operating hours. The Supervisor shall be able to manage all facets of the Services for the CONTRACTOR and coordinating these with the designated CITY representative. The Supervisor shall use his experience and training to prevent, detect and control adverse conditions by physically inspecting the CITY'S properties.
- B. Employee/Independent Contractor or Sub-Contractor Performance: The CONTRACTOR shall employ (or contract with) personnel competent to perform the work specified herein. The CITY reserves the right to request the removal of a CONTRACTOR'S employee/independent contractor or sub-contractor from performing maintenance on the CITY'S property where such employee's /independent contractor's or sub-contractor's performance or actions, are detrimental to the satisfactory performance of the work.
- C. Non-CITY Employees: All employees and subcontractors of the CONTRACTOR shall be, at all times, the sole employees or contractors of the CONTRACTOR under its sole discretion and not an employee, contractor, or agent of the CITY. The CONTRACTOR shall supply competent and physically capable employees and subcontractors.
- D. Direction and Supervision: The direction and supervision of Collection and disposal and salvage operations shall be by competent, qualified and sober personnel, and the CONTRACTOR shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the CITY. All subcontractors, subconsultants, superintendents, foremen and workmen employed by the CONTRACTOR shall be careful and competent.
- E. Conduct: All employees used by the CONTRACTOR during the term of the Agreement shall be of a standing or affiliation that will permit the CONTRACTOR's performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstance, will such employees cause any disturbance, interference of delay to any work or service rendered to the CITY or by the CITY and in no case or in any circumstances will the employees conduct themselves negligently, disorderly or dishonestly in the due

and proper performance of the employee's duties. The CONTRACTOR shall see to it that its employees serve the public in a courteous, helpful and impartial manner. The CONTRACTOR shall furnish the CITY with a current roster of employees on the first (1st) Business Day of every month for the term of the Agreement.

- F. Drivers: Each driver of any vehicle of the CONTRACTOR, employee/independent contractor, or sub-contractor performing work in the CITY shall possess a valid Florida driver's license for the type of vehicle they are operating.
- G. Communications: Each driver of a vehicle performing work under this agreement shall have a cell phone or mobile radio so that the CONTRACTOR may communicate with the driver during the performance of the work.
- H. Uniforms: CONTRACTOR shall provide all employees with color coordinated uniforms that shall meet the CITY'S public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance always. Non-uniform clothing will not be permitted.
- I. Private Properties: The CONTRACTOR's employees shall follow the established walkway for pedestrians while on private property and shall not trespass nor cross property to the adjoining premises unless the occupant or owner of both properties has given permission. Care shall be taken to prevent damage to property, including flowers, shrubs, and other plantings. After emptying Solid Waste Carts, Recycling Carts, Containers, or Roll-offs, employees shall return them to the same location from which they were taken, in the proper position behind the curb or edge of pavement with lid closed and anything spilled shall be picked up immediately by such employee. Any damages incurred shall be paid by CONTRACTOR.

5.2 Background Checks

Prior to working in the CITY, all managers and employees of the CONTRACTOR, independent contractors, and subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted. The analysis of the background check shall focus only on those offenses that most directly impact both children and adults, which include but are not limited to the following:

- 1. Any illegal activity of a sexual nature;
- 2. Acts of violence;
- 3. Acts of lewd or lascivious behavior;
- 4. Drug possession and/or drug distribution; and,
- 5. Repeated public intoxication.

A background check shall be conducted on new employees prior to employment and on each employee at annually. All background check related costs shall be the sole responsibility and expense of the CONTRACTOR. Prior to the beginning of the contract term and at the beginning of each City fiscal year (beginning October 1st) the CONTRACTOR shall submit written certification to the CITY that CONTRACTOR has complied with the City's requirement regarding background checks on all employees. The certifying document shall be signed by the authorized officer of the corporation. Should an employee begin service with the CONTRACTOR after the

commencement of the Agreement, during a City fiscal year, the CONTRACTOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new employee. Maintenance, ownership, and control of all background check records and information generated, received, possessed and stored shall be the sole responsibility of the CONTRACTOR, and shall be retained for a period of not less than three years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the Agreement.

5.3 Equipment

CONTRACTOR shall have and maintain in good working order a sufficient number of automated solid waste, automated recycling, and automated container collection vehicles, and solid waste and recycling containers of various sizes to be assigned to the City to perform the work. During severe storms and emergencies, the CONTRACTOR shall have sufficient vehicles, personnel, Containers, and other equipment required to meet the needs of the CITY.

- A. Vehicles: All vehicles assigned by the CONTRACTOR to perform work in the CITY shall be no more than five years old, including those vehicles to be used as replacement or spare vehicles, at any time during this Agreement. All vehicles shall be free from body damage, and faded, discolored, peeling, or rusted paint, and excessive dirt. Collection vehicles shall be painted uniformly in color, with the name of the CONTRACTOR and the number of the vehicle printed in letters not less than four inches (4") high, on each side of the vehicle, and vehicles shall be numbered, and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles.

The CONTRACTOR shall use Collection vehicles, one (1) per route, with bodies that are watertight to a depth of not less than eighteen inches (18"), with solid sides, using pneumatic tires. The CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids.

All Collection vehicles shall be equipped with Global Positioning Systems (GPS) that identify and record the locations of the Collection vehicles when they are being used to provide Collection under this Agreement. The vehicle locations shall be recorded at frequency required to provide adequate information for routes and stops. The CONTRACTOR shall provide its GPS data to the CITY, upon request.

All Collection vehicles shall be equipped with cameras and video recording and time stamp and GPS capabilities to take video/photographs at each stop on Collection routes. All such recordings shall be retained by the CONTRACTOR for at least thirty (30) days.

On each anniversary date of this Agreement, CONTRACTOR shall certify in writing that the Collection vehicles to be used during the next year of the Agreement are no greater than 5 years old, including vehicles used as replacement or spare vehicles. CONTRACTOR shall use the Collection vehicles that CONTRACTOR represented in CONTRACTOR's Bid. In the event CONTRACTOR desires to replace any of the Collection vehicles represented in CONTRACTOR's Bid, such replacement shall be subject to the CITY's written approval, which shall be in CITY's sole discretion.

- B. Containers: Recycling Containers, Solid Waste Containers, and roll-off Containers shall be free from body damage, and faded, discolored, peeling, or rusted paint. Recycling

Containers shall be painted recycling blue, and solid waste Containers and roll-off Containers shall be painted uniformly in a color of the CONTRACTOR's choosing. Each Container shall be labeled with the name of the CONTRACTOR and the number of the Container printed in letters not less than four inches (4") high on each side of the Container. A record shall be kept of the Container to which each number is assigned, the account to which each Container is assigned, and the location where each Container is assigned. No advertising shall be permitted on any Containers.

- C. **Safeguarding of Vehicle Contents:** Each non-packer Collection vehicle shall be equipped with a cover, which may be net with mesh not greater than one and one-half inches (1.5"), or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Facility, or when parked, if the contents are likely to be scattered if not covered.

Collection vehicles shall not be overloaded so as to scatter refuse, however, if refuse is scattered from the CONTRACTOR's Collection vehicle for any reasons, it shall be picked up immediately. Each Collection vehicle shall have a fork and broom for this purpose.

- D. **Non-obstruction:** The CONTRACTOR's Collection vehicles are not to interfere unduly with vehicular or pedestrian traffic and are not to be left standing on streets unattended except as made necessary by loading operations and shall move with the traffic flow.
- E. **Equipment Safety:** CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained always while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- F. **Storage:** The CONTRACTOR shall not be allowed to store any equipment or materials overnight on CITY property unless authorized by the CITY.
- G. **Chemicals:** The CONTRACTOR shall furnish to the CITY the name of the chemical, manufacturer's label and Manufacturer's Safety Data Sheet (MSDS) for all products used.
- H. **Damage:** The CONTRACTOR shall always guard against damage or loss to the property of the CITY or property of others and shall be liable for all damage(s) caused by any products, supplies, or equipment used to perform duties under this Agreement. CONTRACTOR will be held responsible for any breakage and/or loss of equipment, supplies or articles on CITY property caused by negligence on the part of the CONTRACTOR and/or their employees.

In the event damage occurs, the CONTRACTOR must report the damage to the CITY not later than 10:00 a.m. on the following business day and submit a written report within twenty-four (24) hours describing the location of the damage, the cause of the damage, when the damage occurred and what action is recommended or has been taken to correct the situation.

5.4 Working Conditions

- A. Compliance with State, Federal and Local Laws

The CONTRACTOR shall comply with all applicable County, State and Federal laws relating to wages, hours and all other applicable laws relating to the employment or protection of employees, now or thereafter in effect.

B. EEO Statement

The CONTRACTOR agrees that it will not knowingly violate any applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement.

C. Americans With Disabilities Act Compliance

The CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act, as amended from time to time.

D. Fair Labor Standards Act

The CONTRACTOR is required and hereby agrees by execution of this Agreement to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

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SECTION 6

STANDARDS OF INSURANCE

6.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII"; and,
- B. CITY shall be named as additional insured on all policies except worker's compensation and professional liability; and,
- C. The additional insured status for CITY for general liability and for completed operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this Agreement or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. CONTRACTOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONTRACTOR's insurance company and CITY as soon as practicable after notice to the insured.
- K. CONTRACTOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. CONTRACTOR'S insurance shall be Primary and non-contributory.
- L. CONTRACTOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.

6.2 Specific Coverage

- A. Workers Compensation: CONTRACTOR shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States Longshoremen and Harborworkers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event CONTRACTOR has "leased" employees, CONTRACTOR must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

CONTRACTOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by CONTRACTOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. Commercial General Liability: CONTRACTOR shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$10,000,000 each occurrence, covering all work performed under this Agreement.
- C. Business Automobile Liability: CONTRACTOR shall provide evidence of business automobile liability on a standard ISO form, and including per occurrence limits of not less than \$10,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.
- D. Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a "Follow Form" basis.
- E. Subcontractors: Insurance requirements itemized in this contract and required of CONTRACTOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- F. Pollution Liability: For sudden and gradual occurrences or claims made and in an amount no less than \$10,000,000 per claim arising out of work performed under this Agreement, including but not limited to all hazardous materials identified under the Agreement, transportation and vehicles, on and off-site liabilities, clean-up costs, bodily injury and property damage, and disposal sites.

SECTION 7

STANDARDS OF PERFORMANCE & PAYMENT SECURITY

7.1 Security Requirements

- A. Letter of Credit. The CITY will **only** accept a Letter of Credit, in accordance with the requirements below as the Performance and Payment Security. Simultaneous with the delivery of the executed contract to the City, CONTRACTOR shall furnish at its own cost, to the CITY, an executed irrevocable Letter of Credit, in a form and content approved by the City Attorney, in an amount equal to one-hundred percent (100%) of the initial annual contract value for the faithful performance of this Agreement and all of its obligations arising hereunder. The Letter of Credit shall be issued by a Federal or Florida chartered bank that: (a) maintains a principal branch office located within Broward County, (b) is a member of the Federal Reserve System, (c) is insured by the FDIC, and (d) has total assets exceeding \$25 billion. A sample of an acceptable Letter of Credit form is provided in Exhibit "E".

Maintenance of said Letter of Credit by the CONTRACTOR shall not relieve the CONTRACTOR of liability under the default provisions set forth in this Agreement or from any other liability as a result of any material breach hereunder. The CITY may draw upon the Letter of Credit in the event of any default hereunder by the CONTRACTOR.

- B. Corporate Guarantee. Simultaneous with the delivery of the executed contract to the City, the CONTRACTOR shall cause to be obtained a corporate guarantee of Parent Company ("Guarantor"), whereby the Guarantor shall guarantee all of the obligations of the CONTRACTOR under this Agreement. The sample form of the guarantee is provided in Exhibit "E".
- C. Duration of Security. The letter of credit and Corporate Guarantee shall remain in force until expiration. If the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.
- D. Default. If the CONTRACTOR fails to begin work at the time specified, or discontinues the prosecution of the work, or any portion thereof, for any cause not excused as provided herein, and the City Commission makes a final determination that a breach has occurred, and if the CONTRACTOR fails to cure such default within five (5) Business Days after the receipt of such notice from the City Commission, the CITY may thereupon, by action of the City Commission, declare the Agreement terminated and in default. Upon such declaration of cancellation or breach, the CITY may take over the work or any portion thereof or engage another firm to take over the work or any portion thereof. The CITY shall pay the CONTRACTOR for any payments due for services rendered by the CONTRACTOR prior to termination of the Agreement. Such cancellation of the Agreement shall not relieve the CONTRACTOR or the Letter of Credit bank or Guarantor of liability for failure to faithfully perform this Agreement, and, in case the expense incurred by the CITY in performing or causing to be performed the work and services provided for in said Agreement shall exceed the sum which would have been payable under this Agreement, then the CONTRACTOR, and the Letter of Credit bank and Guarantor, to the extent of its obligation, shall be liable to the CITY in the amount of any such expenses in excess of the Agreement price.

The CITY may draw on the letter of credit in its favor for any and all damages incurred as a direct or indirect result of failure by the CONTRACTOR to properly perform its obligations under this Agreement and it may look to the letter of credit, the CONTRACTOR and any guarantor for additional damages. The CONTRACTOR's Letter of Credit and Corporate Guaranty or other security shall not be released until the term of this Agreement otherwise expires.

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SECTION 8

GENERAL CONDITIONS

8.1 Notice to Commence

No work shall commence until the Notice of Commencement is issued by CITY.

8.2 Exemption Prohibition

CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement.

8.3 Failure to Comply with Provisions

CONTRACTOR agrees and acknowledges that CONTRACTOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

8.4 Additional Services

If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

8.5 Compensation

- A. The amount of compensation payable by CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit B, attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.
- B. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- C. Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect CITY from loss on account of inadequate or defective work which has not been remedied or resolved in a

manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.

- D. Payment shall be made to CONTRACTOR in accordance with the local government prompt payment act as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.
- E. Beginning on October 1, 2025 and each October 1st thereafter, CONTRACTOR shall receive an annual adjustment in the rates established in the Rate Structure provided in Exhibit B. The annual adjustments to the Collection element of costs in Exhibit B shall be based on the annual change in the February Consumer Price Index - All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale-West Palm Beach Area, 1982-84 = 100, Series ID: CUURS35BSA0, CUUSS35BSA0 (the "CPI"), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency (the "CPI"), except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.
- F. Compensation Adjustments for Changes in Law

If there is a change in governing law that will directly and materially affect the CONTRACTOR's cost of providing its services under this Agreement, the CONTRACTOR may request the CITY to adjust the compensation paid to CONTRACTOR. If the CONTRACTOR wishes to exercise this option, the CONTRACTOR shall prepare and submit a schedule of proposed compensation changes that will distribute the increased costs in a fair and non-discriminatory manner. The CONTRACTOR's request shall be accompanied by all data and analyses necessary for the City Manager to fairly evaluate the proposed increases. The City Manager may request, and upon request the CONTRACTOR shall provide, additional information as necessary. The CONTRACTOR shall be given a reasonable opportunity to meet with the City Manager and explain the basis for its request.

The City Manager shall evaluate the CONTRACTOR's request in a timely manner and make a recommendation to the City Commission. The City Commission's decision to grant or deny the CONTRACTOR's request shall be in the CITY's sole discretion. A determination by the City Commission to modify the compensation shall be reflected in a written amendment to this Agreement.

- G. Extraordinary Rate Adjustments Due to a National or Statewide Emergency.

The CONTRACTOR, no more than once during a CITY fiscal year, may petition the City Manager for a temporary adjustment in the compensation paid to the CONTRACTOR on the basis of extraordinary or unusual changes in the cost of its operations due to a national or statewide emergency that could not have reasonably been foreseen by the parties. The CONTRACTOR's petition shall contain a detailed justification for the compensation adjustment. Among other things, the CONTRACTOR's petition shall include an audited statement of the CONTRACTOR's historical and current expenses, demonstrating that the CONTRACTOR has incurred an extraordinary increase in the CONTRACTOR's costs due to factors beyond the CONTRACTOR's control, which have occurred through no fault or negligence of the CONTRACTOR. The audited statement shall be prepared by a certified public accountant that is licensed in the State of Florida and not an employee of the CONTRACTOR or its affiliates. At its expense, the CITY may audit the CONTRACTOR's

records to evaluate the CONTRACTOR's request. The City Manager may request from the CONTRACTOR, and the CONTRACTOR shall provide, all of the information that is reasonably necessary for the City Manager to evaluate the CONTRACTOR's petition.

The CONTRACTOR shall be given a reasonable opportunity to meet with the City Manager and explain the grounds for its petition. The City Manager shall evaluate the CONTRACTOR's petition in a timely manner and make a recommendation to the City Commission. The City Commission's decision to grant or deny the CONTRACTOR's petition shall be in the CITY's sole discretion. A determination by the City Commission to modify the compensation shall be reflected in a written amendment to this Agreement.

Any granting of CONTRACTOR's petition shall continue only so long as the emergency or crisis and factors causing the CONTRACTOR's price increase to continue to be in place. Every quarter (3 months) after a petition is granted, the City Manager shall have the right to request, and the CONTRACTOR shall prepare promptly upon request, an updated audit and explanation of whether the extraordinary rate increase should remain in effect. The City may terminate the temporary compensation adjustment and reduce the CONTRACTOR's compensation to the levels that were in effect before the extraordinary rate increase was granted (adjusted by CPI), upon the City Manager's determination that the emergency or crisis and factors causing the CONTRACTOR's price increase have been ameliorated or eliminated or if the CONTRACTOR does not timely submit adequate information.

8.6 Taxes

CONTRACTOR shall not be entitled to CITY'S tax-exempt benefits.

8.7 Verbal Agreements

- A. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or CONTRACTOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

8.8 No Contingency Fees

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, 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 CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

8.9 Assignment; Non-transferability of Agreement

- A. The Agreement shall not be assigned or transferred. If CONTRACTOR is, or may be, purchased by or merged with any other corporate entity during the Agreement, the

Agreement may be terminated as a result of such transaction. The City Manager shall determine whether an Agreement is to be terminated in such instances.

- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of CONTRACTOR, or the sale of a controlling interest in CONTRACTOR, or any similar transaction, CONTRACTOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.

8.10 Compliance with Applicable Laws

CONTRACTORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being provided in this Agreement. Lack of knowledge of CONTRACTOR shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

8.11 Familiarity with Laws and Ordinances

CONTRACTOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If CONTRACTOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

8.12 Advertising

CONTRACTOR agrees not to use this Agreement as a part of any advertising or CONTRACTOR sponsored publicity without the express written approval of City Manager or designee.

8.13 Indemnification

- A. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court

costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR shall defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.

- D. CONTRACTOR acknowledges that specific consideration has been paid or shall be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

8.14 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights, Retention of Records:
 - 1. CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
 - 2. CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.
 - 3. Such retention of such records and documents shall be at CONTRACTOR'S expense.
 - 4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply

with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

5. CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.
6. CONTRACTOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for CONTRACTOR'S services.

C. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Upon request by the City's records custodian, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the City's information technology systems. Once the public records have been delivered to the CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.

- D. Policy of Non-Discrimination: CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- E. Public Entity Crime Act: CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a CONTRACTOR, CONTRACTOR or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.
- F. Third Party Beneficiaries: Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States mail postage, prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY: Donald P. Decker, City Manager/CEO
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

With a copy to:

Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301

CONTRACTOR:

- H. Conflicts: Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
 - 1. CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
 - 2. In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.
- I. Materiality and Waiver of Breach: CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.

- K. **Joint Preparation:** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. **Priority of Provisions:** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 8 of this Agreement shall prevail and be given effect.
- M. **Applicable Law and Venue: Attorney's Fees and Costs:** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury, including advisory juries, for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. **Amendments:** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- O. **Prior Agreements:** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree 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 no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 (N.) Amendments above.
- P. **Incorporation by Reference:** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.
- Q. **Multiple Originals:** This Agreement may be fully executed in four (4) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- R. **Headings:** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

- S. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- T. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- U. Truth-in-Negotiation Certificate: Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- V. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- W. Default: In the event of a default by CONTRACTOR, CONTRACTOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.
- X. CITY and CONTRACTOR agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- Y. CITY'S RIGHT TO APPROVE. Whenever this Agreement authorizes the CITY or City Manager to approve or consent to a request by the CONTRACTOR, the CITY shall have the right to withhold its approval in its sole discretion, except as otherwise explicitly provided herein. The CITY or City Manager may also withhold responding to a request for approval or consent until the CONTRACTOR submits all of the information needed to evaluate the CONTRACTOR's request. In all cases, the CONTRACTOR may not rely upon oral approvals or consents. Rather, approvals and consents are only binding upon the City if they are provided in writing. In the absence of any written approval, it shall be conclusively presumed that the CITY did not approve the Contractor's request.

SECTION 9
SPECIAL CONDITIONS

None.

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AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND _____ FOR BID NO. 2023-09 FOR SOLID WASTE, BULK WASTE AND RECYCLING COLLECTION SERVICES; SOLID WASTE AND BULK WASTE DISPOSAL SERVICES; AND RECYCLABLE MATERIALS SALE AND/OR DISPOSAL.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 20__; and _____ authorized to execute same.

CITY OF WESTON, through its City Commission

By: _____
Margaret Brown, Mayor

ATTEST:

____ day of _____, 2023

Patricia A. Bates, MMC, City Clerk

By: _____
Donald P. Decker, City Manager /CEO

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

____ day of _____, 2023

(CITY SEAL)

By: _____
Jamie Alan Cole, City Attorney

____ day of _____, 2023

AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND _____ FOR BID NO. 2023-09 FOR SOLID WASTE, BULK WASTE AND RECYCLING COLLECTION SERVICES; SOLID WASTE AND BULK WASTE DISPOSAL SERVICES; AND RECYCLABLE MATERIALS SALE AND/OR DISPOSAL.

CONTRACTOR:

By: _____

_____ day of _____, 20____

SECTION 10

EXHIBITS FORMS

The exhibits located in this section of the Agreement shall be submitted by the successful CONTRACTOR after the award of the Agreement (at the time specified herein).

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT A
CERTIFICATE OF INSURANCE

ATTACH CERTIFICATE OF INSURANCE

EXHIBIT B
FEE SCHEDULE
(Does Not Include Franchise Fees)

COST FORM 1

SINGLE-FAMILY RESIDENTIAL CURBSIDE COLLECTION
& DISPOSAL SERVICES

Cost Form 1 is for Single-Family Residential Curbside Collection and Disposal Services. The total monthly service rate proposed on this form shall be fixed through September 30, 2025 and shall reflect service requirements as specified in the Agreement. The rate shall include the cost to provide the following:

- (1) Solid Waste Collection (automated cart(s), two (2) times per week);
- (2) Recycling Collection (automated cart(s), single-stream, one (1) time per week);
- (3) Bulk Waste Collection (four (4) times per year at quarterly intervals);
- (4) Disposal; and
- (5) Maintenance and replacement of Solid Waste Carts and Recycling Carts as needed.

COST FORM 1 - RESIDENTIAL CURBSIDE COLLECTION & DISPOSAL SERVICES	
TOTAL MONTHLY SERVICE RATE (Includes Nos. 1 through 5)	\$ /Unit/Month

EXHIBIT B
FEE SCHEDULE
(Does Not Include Franchise Fees)

COST FORM 2

COST BID FOR RESIDENTIAL CONTAINERIZED COLLECTION
& DISPOSAL SERVICES

Cost Form 2 is for Residential Containerized Collection and Disposal Services. The total monthly service rate proposed on this form shall be fixed through September 30, 2025 and shall reflect service requirements as specified in the Agreement. The rate shall include the cost to provide the following:

- (1) Solid Waste Collection, Non-compacted Disposal; and Non-compacted Container Rental and Maintenance.
- (2) Recycling Collection and disposal 1 time per week
- (3) Bulk Waste Collection 4 times per year at quarterly intervals.

COST FORM 2 (A) - RESIDENTIAL CONTAINERIZED COLLECTION AND DISPOSAL SERVICES	
TOTAL PER CUBIC YARD SERVICE RATE (Includes Nos. 1, 2, and 3)	\$ /Cubic Yard

The rates for Additional Services shall be as listed below. These rates will not be used to evaluate the bids as described in Section 3.2, Qualification Evaluation. These rates will be subject to adjustment as provided in Section 8.5(E) of the Agreement.

COST FORM 2 (B) - ADDITIONAL SERVICES	
1. Roll-off Solid Waste, Bulk Waste, and Recyclables Collection Service	\$ /Pull
2. Non-compacted Roll-off Rental and Maintenance (Per Month)	\$ /Cubic Yard
3. Non-compacted Disposal Rate	\$ /Cubic Yard
4. Compacted Container Rental and Maintenance (Per Month)	\$ /Cubic Yard
5. Compacted Roll-off Rental and Maintenance (Per Month)	\$ /Cubic Yard
6. Compacted Disposal Rate	\$ /Cubic Yard

EXHIBIT B
FEE SCHEDULE
(Does Not Include Franchise Fees)

COST FORM 3

COST BID FOR COMMERCIAL SERVICES

The following cost Bid form is for Commercial Solid Waste Collection and Disposal Services. All service rates proposed on this form shall be fixed through September 30, 2025 and shall reflect service requirements as specified in the Agreement. The rate shall include:

- (1) Solid Waste Collection Service;
- (2) Non-compacted Disposal; and
- (3) Non-compacted Container Rental and Maintenance.

COST FORM 3 (A) - COMMERCIAL SERVICES	
TOTAL PER CUBIC YARD SERVICE RATE (Includes Nos. 1, 2, and 3)	\$ /Cubic Yard

The rates for Additional Services shall be as listed below. These rates will not be used to evaluate the bids as described in Section 3.2, Qualification Evaluation. These rates will be subject to adjustment as provided in Section 8.5(E) of the Agreement.

COST FORM 3 (B) - ADDITIONAL SERVICES	
1. Roll-off Solid Waste Collection Service	\$ /Pull
2. Non-compacted Roll-off Rental and Maintenance (Per Month)	\$ /Cubic Yard
3. Non-compacted Disposal Rate	\$ /Cubic Yard
4. Compacted Container Rental and Maintenance (Per Month)	\$ /Cubic Yard
5. Compacted Roll-off Rental and Maintenance (Per Month)	\$ /Cubic Yard
6. Compacted Disposal Rate	\$ /Cubic Yard

EXHIBIT B
FEE SCHEDULE

COST FORM 4

SPECIAL COLLECTION SERVICES RATES DETERMINED BY THE CITY
(NOT TO BE ADJUSTED DURING TERM OF AGREEMENT)

Rolling Out Container (and returning it to original location)	No Charge
Opening (and closing) Doors or Gates	No Charge
Locks	\$12.00 (one time) Charge for Replacements based on cost + 10%
Unlocking and Locking	\$3.00
Supplying (and retrofitting) locking mechanism	\$65.00
Adding wheels to or changing wheels	No Charge
Adding lids to or changing lids	No Charge
Moving Container or Roll-off Location Per Customer Request	No Charge
Changing Out Container Sizes (above twice per year)	\$35.00
Return Roll-off To Same Spot or Round Trip for Roll-off.	No Charge
Return Container or Roll-off After Service Was Stopped	\$35.00
Residential Off-Street Collection Service (excluding disabled customers)	Negotiable
Collection of Unbundled (Loose) Yard Waste for Residential Service Units	\$15.50 Per Cubic Yard
Additional Bulk Waste Collection for Residential Service Units	\$5.00 per Cubic Yard

Name of CONTRACTOR (Please Print)

Signature

Title

Date

EXHIBIT C

CONTRACTOR'S SUB-CONTRACTORS LIST

CONTRACTOR shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed. CONTRACTOR's allowable markup for all subcontractor work shall not exceed Ten (10) percent.

Item#	Sub-Contractor Company Name and Employer Identification Number	Work to be Performed
1		
2		
3		
4		
5		
6		
7		
8		
9		

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT D
TRANSITION PLAN

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

Any singular reference to CONTRACTOR, Bank, CITY or other party shall be considered plural where applicable.

CONTRACTOR (name and address)

Bank Providing Letter of Credit (name & principal address):

CITY:

City of Weston
17200 Royal Palm Blvd.
Weston, Florida 33326

AGREEMENT

Date: _____

Amount: Services as needed. Not for a fixed amount.

Description: Solid Waste, Bulk Waste and Recycling Collection Services; Solid Waste and Bulk Waste Disposal Services; and Recyclable Materials Sale and/or Disposal

Location: Citywide

City of Weston Bid No. 2023-09

EXHIBIT E

PERFORMANCE AND PAYMENT SECURITY

SAMPLE LETTER OF CREDIT

_____, 2023

City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

Ladies and Gentlemen:

1. We hereby establish, at the request of [NAME OF CONTRACTOR], (the "Contractor"), in your favor and for the account of the CITY OF WESTON, FLORIDA, a municipal corporation of the State of Florida (the "City"), our Irrevocable Letter of Credit, No. _____ (the "Letter of Credit"), in an amount equal to _____ AS EQUIVALENT OF THE INITIAL ANNUAL CONTRACT VALUE effective on the Commencement Date and expiring on the expiration of the Initial Term (the "Expiration Date").
2. The Letter of Credit is being issued to secure the performance by the Contractor of its obligations to the City with respect to the Services, as set forth in the agreement between City and Contractor, dated as of _____, 2023 (the "Agreement"), to provide Solid Waste, Bulk Waste and Recycling Collection; Solid Waste and Bulk Waste Disposal; and Sale and/or Disposal of Recyclable Materials Services.
3. We hereby irrevocably authorize you to draw on this Letter of Credit, in one or more drawings, such amounts as are authorized under the Agreement; provided however, in no event shall the aggregate amount of such drawing(s) exceed the Letter of Credit Amount. Such draft(s) shall be in writing and signed by your authorized representative and shall be accompanied by a completed certificate in the form attached hereto as Exhibit A (such draft accompanied by such certificate being collectively your "Draft"). The Draft(s) shall be payable by us on-sight in accordance with paragraph 4 below. Funds under this Letter of Credit are available to you against your Draft(s) (referring thereon to the number of this Letter of Credit) upon either (a) the occurrence of an Event of Default by the Contractor under the terms of Section ___ of the Agreement, and/or (b) payment of damages under Section __ and/or Section ___ of the Agreement.
4. The Draft(s) shall be dated the date of its presentation and shall be presented to our office located at [NAME OF BANK and ADDRESS OF BANK]. If we receive your Draft(s) at such office, in conformance with the terms and conditions hereof, on or prior to the Expiration Date, we will honor the same in accordance with the provisions hereof and your payment instructions by 5:00 P.M. on the next succeeding Business Day after presentation of your

Draft(s). For purposes of this Letter of Credit, "Business Day" shall mean any day other than a Saturday, Sunday or public holiday under the laws of the Florida. If requested by you, payment under this Letter of Credit may be made by wire transfer of immediately available Federal Funds to your account in a bank on the Federal Reserve wire system or by deposit of immediately available funds into a designated account that you may establish with us. All drawings under the Letter of Credit will be paid with our own funds.

5. If a demand for payment delivered to us pursuant to the foregoing paragraph does not conform to the terms and conditions of this Letter of Credit, we will notify you of our intention to dishonor the same after presentation of the Draft(s) by 5:00 P.M. on the next succeeding Business Day. Such notice of dishonor shall be promptly confirmed by written notice, specifying the number of this Letter of Credit, the date of the non-conforming Draft(s) and the reasons that we are not honoring the same. Upon being notified that the Draft(s) was not affected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment prior to the Expiration Date.
6. Upon the earlier to occur of (a) payment to you or your account of the Letter of Credit Amount, or (b) the Expiration Date, we shall be fully discharged of our obligation under this Letter of Credit with respect to such Draft, and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such Draft(s) to you or to any other person.
7. This Letter of Credit shall be governed by the International Code of Uniform Customs and Practices for Documentary Credits, Publication No. 500 (1993 Revision), including any amendments, modifications or revisions thereto. Communications with respect to this Letter of Credit shall be in writing and shall be addressed to [BANK], [ADDRESS OF BANK], specifically referring to the number of this Letter of Credit. We shall address communications to you at the address noted on the first page of this Letter of Credit unless otherwise advised by you in writing.
8. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Agreement), except only the Draft(s) referred to herein; and any such reference shall not (unless otherwise provided herein) be deemed to incorporate herein by reference any such document, instrument or agreement except for such Draft(s).

Very truly yours,

[NAME OF BANK]

By:

Name:

EXHIBIT E
PERFORMANCE AND PAYMENT SECURITY
IRREVOCABLE LETTER OF CREDIT

(To be Inserted)

EXHIBIT E

PERFORMANCE AND PAYMENT SECURITY

SAMPLE CORPORATE GUARANTEE AGREEMENT

GUARANTEE AGREEMENT, dated as of _____, 2023, executed and delivered by _____, Inc. ("GUARANTOR"), a _____ (STATE) corporation.

The [CONTRACTOR] Corporation, a _____ (STATE) corporation ("[CONTRACTOR NAME]") is a subsidiary of Guarantor. The City of Weston ("City") is a municipal corporation of the State of Florida. Pursuant thereto, the City proposes to enter into the City and [CONTRACTOR NAME], dated _____, 2023, (the "Agreement") to provide the Solid Waste, Bulk Waste and Recycling Collection; Solid Waste and Bulk Waste Disposal; and Sale and/or Disposal of Recyclable Materials Services. Guarantor, as the parent company of [CONTRACTOR NAME], who has a direct interest in work to be performed under the Agreement, and in consideration thereof, and as an inducement to the City to enter into the Agreement, has agreed to guarantee to the City the performance by [CONTRACTOR NAME] of its obligations under the Agreement.

For value received and intending to be legally bound hereby, Guarantor thus agrees and covenants to the City as follows:

1. Subject to the provisions hereof, Guarantor guarantees to the City the full, timely and faithful performance and discharge by [CONTRACTOR NAME] of all and singular of their obligations, covenants, agreements and undertakings at the time and in the manner required by the Agreement.

2. If for any reason [CONTRACTOR NAME] fails to observe or perform any of its obligations or responsibilities under the Agreement, Guarantor agrees to cause to be promptly observed and performed all such obligations and responsibilities, as set forth in the Agreement; provided that the City shall promptly notify Guarantor in writing at its address below of any such failure on the part of [CONTRACTOR NAME] and responsibilities to be observed and performed; and provided in further that Guarantor shall thereupon be entitled to all of the rights and benefits of [CONTRACTOR NAME] under the Agreement.

3. This guarantee shall remain in full force and effect notwithstanding any amendment or modification, extension of time, or other indulgence or concession granted by the City to [CONTRACTOR NAME] with respect to the Agreement. If [CONTRACTOR NAME] fails to promptly observe and perform its obligations or responsibilities under the Agreement, it shall not be necessary for the City to exhaust its remedies against either such party before proceeding under this guarantee.

4. In no event shall the aggregate of the obligations and liabilities of the Guarantor be greater than obligations and liabilities of [CONTRACTOR NAME] under the Agreement, and the Guarantor shall have available to it, in any action or proceeding by the City seeking performance of this Guarantee, or damages for its non-performance, all defenses which [CONTRACTOR NAME]

would be able to raise in an action by City against [CONTRACTOR NAME] seeking performance or damages for non-performance under the Agreement.

5. This guarantee is for the exclusive benefit of the City and in no event shall inure to the benefit of any other parties.

6. This guarantee shall be governed by and construed according to the laws of the State of Florida.

[PROJECT GUARANTOR]

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT E
PERFORMANCE AND PAYMENT SECURITY
CORPORATE GUARANTEE

(To be Inserted)

APPENDIX A

SINGLE FAMILY RESIDENTIAL WASTE GENERATION STUDY

The Single Family Residential Waste Generation Study prepared by Value Added Consulting LLC, dated October 2, 2023, is provided for informational purposes only. The CITY makes no warranty as to the accuracy of this information.



VALUE ADDED CONSULTING LLC

To: Karl Thompson, P.E.
From: Sandy Gutner, P.E.
Date: October 2, 2023
Re: City of Weston Single Family Residential Waste Generation

The City of Weston, FL (City) executed an exclusive franchise agreement in 2019, with Republic Services, Inc. Compensation and service requirements are governed by an exclusive Franchise Agreement. The Franchise Agreement is scheduled to expire in March 2024. The City plans to issue a Request for Proposals (RFP) that will lead to a similar agreement to replace it.

The City has contracted with Value Added Consulting, LLC (VAC) to evaluate the amount waste being generated by single family residential homes (SF Homes). This information will provide a useful characterization of the City's collection and disposal needs for use in the City's procurement of solid waste collection and disposal services.

Methodology

Value Added Consulting's approach to evaluating the Single-Family Home Waste Generation Rate is based on a review and analysis of disposal data from SF Homes from FY 2023;

Document Review

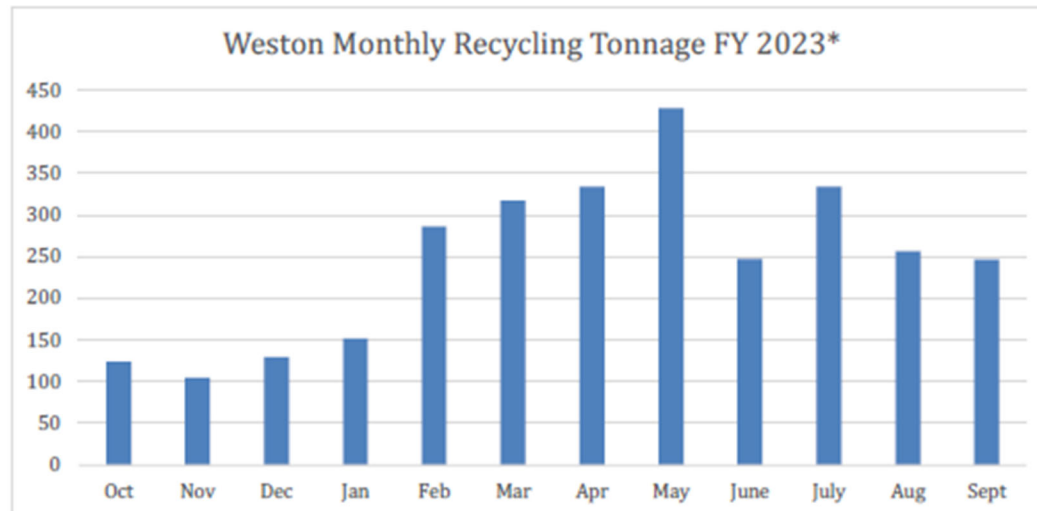
The City provided VAC with several documents that were used to characterize historic waste disposal trends, including:

- Waste disposal data for each route in the City beginning October 2022 through August 2023.
- Route maps showing the areas served by each route.
- Number of SF Homes serviced by each solid waste collection route.
- Semi-annual reports
- Weekly and daily tonnage data

VAC reviewed these materials for use, as applicable, in this study. Different metrics were calculated to better characterize waste generation rates, including:

- Overall City-wide waste disposed (tons/year)
- SF Household waste generation rate (tons/hh/year)

Figure 2 FY 2023 Recycling Tonnage



* September tonnage represents the average tonnage from Oct through Aug

Single Family Home Waste Generation Rate

The Single Family Home Waste Generation Rate, tons/hh/yr, is a metric that helps inform procurement on a \$/hh basis, inclusive of solid waste collection and disposal.

The total number of possible collection stops on each route was provided by the City using data from Republic Services.

Table 1 shows the total possible collection stops on each route that are used to determine the number of houses included in each Collection Event.

	244	245	246	247	248	251	121	233	259	Total
Monday	1,124	1,141		1,362	951	1,255				5,833
Tuesday	1,245	931	1,145	1,155	1,317	636				6,429
Wednesday		1,244		1,072	945	1,092				4,353
Thursday	1,124	1,144		1,362	951	1,254				5,835
Friday	1,618	1,260		1,368	1,317	863				6,426
Saturday	1,037		1,072		946		529	1,238	1,092	5,914
Total	6,148	5,720	2,217	6,319	6,427	5,100	529	1,238	1,092	34,790

While route numbers are common throughout the week, the actual homes served may differ due to a number of factors. Since it is known that each SF Home must be served twice weekly, the total number of stops in a week represents each house being served twice. Therefore, the number of SF Homes in a week is equal to the total stops in a week divided by two, or 17,395 houses as compared with 17,356 houses in 2018.

Karl Thompson, P.E. Assistant City Manager
Weston, FL

October 2, 2023

The metrics and information provided in this memo characterize the solid waste disposal trends and provide useful information for procurement purposes. Other variations on these metrics can be calculated as well.

Based on the data provided, the average calculated waste generation rate is 1.20 tons/hh/yr, slightly lower than the generation rate calculated in 2018.

APPENDIX B

CURRENT CONTRACT PRICE SCHEDULE

The Price Schedule for the current term of the City's existing contract is provided for informational purposes only.



Exhibit "A" Fee Schedule

Vendor:	Republic Services of Florida
Title:	Solid Waste, Bulk Waste and Recycling Collection; Solid Waste and Bulk Waste Disposal; and Recyclable Materials Sale and/or Disposal Services
Bid No.:	2018-04
Effective Date:	4/1/2019
Expiration Date:	3/31/2024

NOTE: Latest rates listed below are to be made effective as of Oct. 1, 2023.

Items	Description of Item	Unit	Bid Prices	CPI 0.49%	CPI 4.14%	CPI 5%	CPI 5%
			4/1/19 - 9/30/20	10/1/20 - 9/30/21	10/1/21 - 9/30/22	10/1/22 - 9/30/23	10/1/23 - 3/31/24
Cost Form 1	Residential Curbside Collection & Disposal Services						
	Total Monthly Service Rate		\$ 18.51	\$ 18.51	\$ 19.28	\$ 20.24	\$ 21.25
Cost Form 2 (A)	Residential Containerized Collection and Disposal Services						
	Total per Cubic Yard Service Rate		\$ 7.60	\$ 7.60	\$ 7.91	\$ 8.31	\$ 8.73
Cost Form 2 (B)	Additional Services						
1	Roll-off Solid Waste, Bulk Waste, and Recyclables Collection Service	Pull	\$ 460.00	\$ 460.00	\$ 479.04	\$ 503.00	\$ 528.15
2	Non-compacted Roll-off Rental and Maintenance	Cubic Yard	\$ 0.50	\$ 0.50	\$ 0.52	\$ 0.55	\$ 0.57
3	Non-compacted Disposal Rate	Cubic Yard	\$ 5.00	\$ 5.00	\$ 5.21	\$ 5.47	\$ 5.74
4	Compacted Container Rental and Maintenance	Cubic Yard	\$ 2.00	\$ 2.00	\$ 2.08	\$ 2.19	\$ 2.30
5	Compacted Roll-off Rental and Maintenance	Cubic Yard	\$ 2.00	\$ 2.00	\$ 2.08	\$ 2.19	\$ 2.30
6	Compacted Disposal Rate	Cubic Yard	\$ 5.84	\$ 5.84	\$ 6.08	\$ 6.39	\$ 6.71
Cost Form 3(A)	Commercial Services						
	Total per Cubic Yard Service Rate		\$ 14.59	\$ 14.59	\$ 15.19	\$ 15.95	\$ 16.75
Cost Form (B)	Additional Services						
1	Roll-off Solid Waste Collection Service	Cubic Yard	\$ 460.00	\$ 460.00	\$ 479.04	\$ 503.00	\$ 528.15
2	Non-compacted Roll-off Rental and Maintenance	Cubic Yard	\$ 0.50	\$ 0.50	\$ 0.52	\$ 0.55	\$ 0.57
3	Non-compacted Disposal Rate	Cubic Yard	\$ 5.00	\$ 5.00	\$ 5.21	\$ 5.47	\$ 5.74
4	Compacted Container Rental and Maintenance	Cubic Yard	\$ 2.00	\$ 2.00	\$ 2.08	\$ 2.19	\$ 2.30
5	Compacted Roll-off Rental and Maintenance	Cubic Yard	\$ 2.00	\$ 2.00	\$ 2.08	\$ 2.19	\$ 2.30
6	Compacted Disposal Rate	Cubic Yard	\$ 5.84	\$ 5.84	\$ 6.08	\$ 6.39	\$ 6.71

SPECIAL COLLECTION SERVICES RATES DETERMINED BY THE CITY (Not to be adjusted during the term of the agreement.)		
1	Rolling out Container (and returning to original location)	No Charge
2	Opening (and closing) Doors or Gates	No Charge
3	Locks	\$9.00 (one time) Charge for Replacements based on cost + 10%
4	Unlocking and Locking	\$1.35
5	Supplying (and retrofitting) locking mechanism	\$55.00
6	Adding wheels to or changing wheels	No Charge
7	Adding lids to or changing lids	No Charge
8	Moving Container or Roll-off Location Per Customer Request	No Charge
9	Changing Out Container Sizes (above twice per year)	\$25.00
10	Additional Unscheduled Solid Waste Pick-Ups for Commercial Service Units and Residential Containerized Service Units	2 x (Applicable 1X Week Solid Waste Collection Cost) + Regular Disposal Charges
11	Return Roll-off To Same Spot or Round Trip for Roll-off.	No Charge
12	Return Container or Roll-off After Service Was Stopped	\$25.00
13	Residential Off-Street Collection Service (excluding disabled customers)	Negotiable
14	Collection of Unbundled (Loose) Yard Waste for Residential Service Units	\$12.50 Per Cubic Yard
7938791	Solid Waste, Bulk Waste and Recycling Collection Services	\$4.00 per Cubic Yard