

SECTION I - RESPONSE REQUIREMENTS

1. Submission and Receipt of Responses

- a. The City of Deerfield Beach uses the eProcurement Marketplace to administer the competitive solicitation process, including but not limited to soliciting and receiving responses, issuing addenda, tabulating responses, posting results and issuing notification of an intended decision. Responses will only be accepted from Bidder's who have submitted a response through the eProcurement Marketplace by January 29, 2018 by 1:00 PM. Bidders are strongly encouraged to read the various Supplier Guides and Tutorials available in the eProcurement Marketplace well in advance of their intention of submitting a response to ensure familiarity with the eProcurement Marketplace and the process for submitting a response through it. The City shall not be responsible for a Bidder's inability to submit a response by the close date and time for any reason, including issues arising from the use of the eProcurement Marketplace.
- b. All information submitted by Bidder shall be typewritten, scanned as an attachment, or provided as otherwise instructed in this solicitation. Bidders shall use, complete and submit any applicable and required forms provided by the City and attach such forms to their response. Failure to use the forms provided by the city may cause the response to be rejected and deemed non-responsive.
- c. Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority stated herein.
- d. All responses will become the property of the City of Deerfield Beach. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- e. Responses will be publicly opened in the Purchasing Division, 2nd Floor, 401 SW 4th Street, Deerfield Beach, FL 33441. Bidders and the Public are invited to attend. Bids will be tabulated and made available for review by the Public at such time as the City provides notice of an intended decision or until 30 days after the Close Date and Time, whichever is earlier. For solicitations for construction or repairs on a public building or public work, the submitted prices will be made available immediately after the responses are publicly opened.

2. Required Documents and Information

The City deems certain documentation and information important in the determination of responsiveness and responsibility and for the purpose of evaluating responses. The documents and information the City requires each Bidder to submit with their response can be found in the "Response Attachments" tab within the eProcurement Marketplace for this competitive solicitation. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address each item required by this competitive solicitation. The responses shall be organized and divided into the sections indicated. The "Response Attachments" are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications to the extent the Response Attachments do not address a Solicitation Requirement additional documents and information should be provided as deemed appropriate by the Bidder in response to specific requirements stated herein or through the competitive solicitation.

SECTION II - EVALUATION AND AWARD PROCEDURES

1. Evaluation Procedures

After the sealed Bids are opened, City staff, in consultation with the City's solid waste consultant, shall examine the documentation submitted in the Bids to determine the responsiveness and responsibility of each Bidder by ensuring that **(i.)** the Bid fully conforms in all material respects to the solicitation and all of its requirements, including the completion and submission of all required forms and information, **(ii.)** the Bidder demonstrates the Bidder is fully capable of meeting all of the requirements of the solicitation and resulting contract, possesses the full capability, including financial and technical, to perform as contractually required and demonstrates the ability to provide good faith performance, and **(iii.)** Bidder is in the business of providing the products and/or services required and possesses sufficient financial stability, personnel equipment, and organization to ensure that it can satisfactorily perform the services if awarded a contract. Matters of responsiveness, responsibility, and qualifications are further detailed in the General Terms and Conditions. Mandatory, minimum qualifications, including licensing and certification requirements, are stated in the Special Terms and Conditions.

The City reserves the right to visit the Bidder's facilities to inspect record keeping procedures, staff, facilities, and equipment at any point during the ITB process.

2. Low Bid Determination

Award of any contracts resulting from this ITB shall be made to the lowest priced responsive and responsible Bidder(s) able to meet the requirements of the bid specifications. The City reserves the right to award contracts resulting from this ITB utilizing one of the following contract methods: (a) separate contracts to multiple Bidders for each Material stream (Contract Method #1); (b) two separate contracts to two Bidders, one contract for Solid Waste, Commingled Waste, and C&D Debris Disposal and one contract for Program Recyclables (Contract Method #2); or (c) one contract to one Bidder for all Material streams (Contract Method #3). In order to determine the lowest priced responsive and responsible Bidder(s), the City shall first determine the contract method that provides the City with the lowest overall price by calculating estimated cost, utilizing estimated annual tonnage figures provided in Exhibit 1. Disposal Services will be added and Processing Services (Recyclables) will be subtracted.

Bidders are not required to bid on all Material Streams; however, not providing pricing for all Material streams may eliminate a Bidder from eligibility for award under one or more contract methods stated herein.

City of Deerfield Beach
Solid Waste Disposal and Recyclables Processing Services, ITB #2017-18/13

a. Contract Method #1 – Individual Disposal Services

Each Material stream will be evaluated separately. Bidder will only be eligible for Material streams that the Bidder submitted pricing for.

- i. The Bidder with the lowest price per-ton for disposal for an individual Material stream will be awarded that Material stream for disposal.
- ii. The Bidder with the highest Program Recyclables revenue share will be awarded the City's Program Recyclables.

Line	Disposal Services	Est. Annual Tons* (a)	Disposal Fee/Ton (b)	Est. Annualized Value (c = a x b)		
1	Solid Waste	65,000				
2	Commingled Waste	18,000				
3	C&D Debris	6,500				
Line	Processing Services	Est. Annual Tons* (a)	AMV** (b)	Processing Fee/Ton (c)	Revenue Share (%) (d)	Est. Annualized Value e = (((b - c) x d) x a)
4	Revenue Share	7,500	\$102.07	\$75.00		
5	Total Contract Method #1 (Line 1 + Line 2 + Line 3 - Line 4)					

**The City makes no guarantee of Tons to be delivered. For the purposes of bid evaluation, annual tons are based on FY2016 actual tonnage.*

***For purposes of evaluation, the sample AMV provided in Exhibit 2 "Program Recyclables" is used.*

****The P&M Service Fee shall be set at \$75.00 per ton and is eligible for an annual fee adjustment as provided for in Section IV - Special Terms and Conditions, #10 - Price Adjustments.*

b. Contract Method #2 – Combined Disposal Services

Disposal services will be combined. Bidder must provide bid pricing for all disposal services, including Solid Waste, Commingled Waste, and C&D Debris, to be eligible for award for combined disposal services with this contract method.

- i. The Bidder with the lowest price for combined disposal services (lowest total estimated annualized disposal services value) will be awarded disposal service for Solid Waste, Commingled Waste, and C&D Debris.
- ii. The Bidder with the highest Program Recyclables revenue share will be awarded the City’s Program Recyclables.

The formula for calculating combined disposal services is as follows:

	Disposal Services		Est. Annual Tons* (a)	Disposal Fee/Ton (b)	Est. Annualized Value (c = a x b)	
1	Solid Waste		65,000			
2	Commingled Waste		18,000			
3	C&D Debris		6,500			
4	Pricing Option #2: Combined Disposal Services (Line 1c + Line 2c + Line 3c)					
Line	Processing Services	Est. Annual Tons* (a)	AMV** (b)	Processing Fee/Ton*** (c)	Revenue Share (%) (d)	Est. Annualized Value e = ((b - c) x d) x a
5	Revenue Share	7,500	\$102.07	\$75.00		

*The City makes no guarantee of Tons to be delivered. For the purposes of bid evaluation, annual tons are based on FY2016 actual tonnage.

**For purposes of evaluation, the sample AMV provided in Exhibit 2 "Program Recyclables" is used.

***The P&M Service Fee shall be set at \$75.00 per ton and eligible for an annual fee adjustment as provided for in Section IV – Special Terms and Conditions, #10 – Price Adjustments.

c. Contract Method #3 – Comprehensive Services

All disposal services and Program Recyclables Processing will be combined. Bidders must provide bid pricing for all disposal services and Program Recyclables Processing to be eligible for award under this contract method.

The Bidder with the lowest price for comprehensive services (total estimated annualized disposal and processing value) will be awarded disposal service for Solid Waste, Commingled Waste, C&D Debris, and Program Recyclables processing service.

The formula for calculating comprehensive services is as follows:

Line	Disposal Services		Est. Annual Tons* (a)	Disposal Fee/Ton (b)	Est. Annualized Value (c = a x b)	
1	Solid Waste		65,000			
2	Commingled Waste		18,000			
3	C&D Debris		6,500			
Line	Processing Services	Est. Annual Tons* (a)	AMV** (b)	Processing Fee/Ton*** (c)	Revenue Share (%) (d)	Est. Annualized Value e = ((b - c) x d) x a)
4	Revenue Share	7,500	\$102.07	\$75.00		
5	Contract Method #3: Combined Disposal & Processing Services (Line 1c + Line 2c + Line 3c - Line 4e)					

**The City makes no guarantee of Tons to be delivered. For the purposes of bid evaluation, annual tons are based on FY2016 actual tonnage.*

***For purposes of evaluation, the sample AMV provided in Exhibit 2 "Program Recyclables" is used.*

****The P&M Service Fee shall be set at \$75.00 per ton and eligible for an annual fee adjustment as provided for in Section IV – Special Terms and Conditions, #10 – Price Adjustments.*

City of Deerfield Beach
Solid Waste Disposal and Recyclables Processing Services, ITB #2017-18/13

EXHIBIT 1 – LOW BID DETERMINATION EXAMPLE

Contract Method #1 - Individual Disposal Services											
Line	Disposal Services	Est. Annual Tons	Vendor A		Vendor B*		Vendor C		Vendor D		
			Disposal Fee/Ton	Est. Annualized Value	Disposal Fee/Ton	Est. Annualized Value	Disposal Fee/Ton	Est. Annualized Value	Disposal Fee/Ton	Est. Annualized Value	
1	Solid Waste	65000	\$44.69	\$2,904,850.00	\$43.00	\$2,795,000.00	\$0.00	\$0.00	\$42.00	\$2,730,000.00	
2	Commingled Waste	18000	\$32.47	\$584,460.00	\$34.00	\$612,000.00	\$33.00	\$594,000.00	\$36.00	\$648,000.00	
3	C&D Debris	6500	\$38.00	\$247,000.00	\$38.00	\$247,000.00	\$32.00	\$208,000.00	\$35.00	\$227,500.00	
1, 2, & 3	Total Disposal Cost			\$3,736,310.00		\$3,654,000.00		\$802,000.00		\$3,605,500.00	
4	Program Recyclables	7500	\$75.00	\$81,210.00	\$75.00	\$73,089.00	\$75.00	\$91,361.25	\$75.00	\$85,270.50	
			40%		36%		45%		42%		
Total Low Bid (Disposal Services - Program Recyclables)				\$3,431,098.75							

Notes:
Highlighted Fields indicate low bidder for each service under contract method #1

Contract Method #2 - Combined Disposal Services											
Line	Disposal Services	Est. Annual Tons	Vendor A		Vendor B		Vendor C		Vendor D		
			Disposal Fee/Ton	Est. Annualized Value	Disposal Fee/Ton	Est. Annualized Value	Disposal Fee/Ton	Est. Annualized Value	Disposal Fee/Ton	Est. Annualized Value	
1	Solid Waste	65000	\$44.69	\$2,904,850.00	\$43.00	\$2,795,000.00	\$0.00	\$0.00	\$42.00	\$2,730,000.00	
2	Commingled Waste	18000	\$32.47	\$584,460.00	\$34.00	\$612,000.00	\$33.00	\$594,000.00	\$36.00	\$648,000.00	
3	C&D Debris	6500	\$38.00	\$247,000.00	\$38.00	\$247,000.00	\$32.00	\$208,000.00	\$35.00	\$227,500.00	
1, 2, & 3	Total Disposal Cost			\$3,736,310.00		\$3,654,000.00		N/A		\$3,605,500.00	
4	Program Recyclables	7500	\$75.00	\$81,210.00	\$75.00	\$73,089.00	\$75.00	\$91,361.25	\$75.00	\$85,270.50	
			40%		36%		45%		42%		
Total Low Bid (Disposal Services - Program Recyclables)				\$3,514,138.75							

Notes:
Highlighted Fields indicate low bidder for each service under contract method #2
Vendor C would not be eligible for award of Disposal Services under contract method #2

Contract Method #3 - Comprehensive Services											
Line	Disposal Services	Est. Annual Tons	Vendor A		Vendor B		Vendor C		Vendor D		
			Disposal Fee/Ton	Est. Annualized Value	Disposal Fee/Ton	Est. Annualized Value	Disposal Fee/Ton	Est. Annualized Value	Disposal Fee/Ton	Est. Annualized Value	
1	Solid Waste	65000	\$44.69	\$2,904,850.00	\$43.00	\$2,795,000.00	\$0.00	\$0.00	\$42.00	\$2,730,000.00	
2	Commingled Waste	18000	\$32.47	\$584,460.00	\$34.00	\$612,000.00	\$33.00	\$594,000.00	\$36.00	\$648,000.00	
3	C&D Debris	6500	\$38.00	\$247,000.00	\$38.00	\$247,000.00	\$32.00	\$208,000.00	\$35.00	\$227,500.00	
1, 2, & 3	Total Disposal Cost			\$3,736,310.00		\$3,654,000.00		N/A		\$3,605,500.00	
4	Program Recyclables	7500	\$75.00	\$81,210.00	\$75.00	\$73,089.00	\$75.00	\$91,361.25	\$75.00	\$85,270.50	
			40%		36%		45%		42%		
Total Low Bid (Disposal Services - Program Recyclables)				\$3,655,100.00		\$3,580,911.00		N/A		\$3,520,229.50	

Notes:
Highlighted Field indicate low bidder for all services under contract method #3
Vendor C would not be eligible for award of any services under contract method #3

Award Recommendation	
Contract Method #1 = \$3,431,098.75	
Contract Method #2 = \$3,514,138.75	
Contract Method #3 = \$3,520,229.50	
Award Recommendation - Contract Method #1 being the lowest total cost option for the City	
Line	Recommended for Award
1 Solid Waste	Vendor D
2 Commingled Waste	Vendor A
3 C&D Debris	Vendor C
4 Program Recyclables	Vendor C

Notes

*If Vendor B qualified as a local vendor and/or disadvantaged business enterprise under Section III, Items 21 and/or 22, under this example Vendor B would be given the opportunity to submit a best and final offer for Lines 1 and 2 because their price for Lines 1 and 2 is within 5% of the low bid and under Contract Method #1 the City would be making an award recommendation for each individual Line.

d. Award Recommendation

Once the lowest overall priced contract method is calculated, recommendation of award shall be based on the lowest priced responsive and responsible bid(s) within the lowest overall priced contract method (subject to application of the Local Vendor Preference and Disadvantage Business Enterprise Program per Section III, item numbers 21 and 22), in accordance with the contract method specifications above. The Total Contract Method values provided below and in Exhibit 1 are for demonstration purposes only.

- a. Total Contract Method #1 = \$3,431,098.75 ✓ **Lowest cost to City**

Line		Est. Annualized Value	Recommended for Award
1	Solid Waste	\$2,730,000.00	Vendor D
2	Commingled Waste	\$584,460.00	Vendor A
3	C&D Debris	\$208,000.00	Vendor C
4	Program Recyclables	\$91,361.25	Vendor C

- b. Total Contract Method #2 = \$3,514,138.75
c. Total Contract Method #3 = \$3,520,229.50

3. Contract Award

- a. Although it is the intent of the City to enter into a contract is for the products and services contemplated in this competitive solicitation, the City is under no obligation to make an award pursuant to this competitive solicitation.
- b. An award recommendation will be made by the using department director with the concurrence of the Purchasing Division to the lowest priced responsive and responsible Bidder(s), as determined above, that is able to meet the requirements of the bid specifications.
- c. Award recommendations will be presented to the City Commission for their final approval. The City Commission has full discretion to modify the award recommendation, reject all bids and waive minor irregularities in the bids. The City Commission shall make the final decision on any contract award based upon this ITB.

4. City’s Exclusive Rights

The City reserves the exclusive rights to:

- a. Waive any deficiency or irregularity in the selection process;
- b. Accept or reject any or all qualifications statements or bids in part or in whole;
- c. Request additional information as appropriate;
- d. Award all or a portion of the services set forth in this ITB to one or more Bidders as determined to be in the best interest of the City; and
- e. Reject any or all submittals if found not to be in the best interest of the City.

In the event of a sole Bid, City reserves the right to reject the sole Bid.

By submitting a Bid for the requested services, all Bidders acknowledge and agree that no enforceable Contract arises until the City signs the Contract, that no action shall lie to require the City to sign such Contract at any time, and that each Bidder waives all claims to damages, lost profits, costs, expenses, reasonable attorney’s fees, etc., as a result of the City not signing such Contract.

SECTION III - GENERAL TERMS AND CONDITIONS

1. Independent Contractor

The Bidder represents itself to be an independent contractor and shall not represent itself or its employees to be employees of the City of Deerfield Beach. Therefore, the Bidder shall assume legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses for Bidder's operations, officers, employees and agents and agrees to indemnify, save, and hold the City of Deerfield Beach, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2. Subcontractors

If the Bidder proposes to use subcontractors in the course of providing the requested products and/or services to the City, Bidder shall disclose and include the name and specific type of good or service to be provided by the subcontractor as part of the Bidder's response. Such information shall be subject to review, acceptance and approval of the City, prior to any Contract award. Contractors may also propose in writing the use of subcontractors during the term of the contract or changes to subcontractors during the term of the contract; the City reserves the right to approve or disapprove of any modifications to subcontractors during the term of the contract with shall not be unreasonably withheld and provided in writing. The City reserves the right to approve or disapprove of any proposed subcontractor in its best interest.

3. Addenda, Changes, and Interpretations

It is the sole responsibility of the Bidder to notify the City in writing and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the "Last Date for Questions" as indicated in the "Tentative Schedule of Events", as may be amended. Requests received after this date will not be addressed. Clarifications, modifications, interpretations, and changes shall only be made by the issuance of official addenda by the City. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City. All requests from Bidders and explanations from the City shall be communicated via the eProcurement Marketplace. All addenda are a part of the competitive solicitation documents and each Bidder will be bound by such addenda, whether or not acknowledged by them. It is the responsibility of each Bidder to read and comprehend all addenda issued. Addenda will be posted no later than the "Last Date for Addenda" indicated in the "Tentative Schedule of Events".

4. Multiple Responses

More than one response to this competitive solicitation from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such a circumstance will lead to rejection of all responses in which the Bidder is involved, except for circumstances where Bidder is the subcontractor listed in another Bidder's response. If there is reason to believe that collusion exists between Bidders, those parties' responses will be rejected and may be deemed for City purposes to be a conviction of a public entity crime.

5. Omission of Details

The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any services or material requested, shall be regarded as meaning that only the best commercial practices are to prevail, and that only material and workmanship of first quality are to be used.

6. Mistakes

Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, and delivery instructions pertaining to the solicitation. Failure of the Bidder to examine all pertinent documents shall not entitle them to any relief from the conditions imposed herein and may lead to rejection of the response.

7. Costs Incurred

The City shall not be liable for any costs incurred by Bidders in responding to or in any way participating in this solicitation.

8. Withdrawal of Responses

Any response may be withdrawn up until the Close Date and Time. Any response submitted to the City and not withdrawn prior to the Close Date and Time shall constitute an irrevocable offer to the City to provide the product and/or services set forth in the solicitation. Bidder warrants by virtue of submitting the response that the response and any prices quoted in the response will be firm for acceptance by the City for a period of one hundred and eighty (180) days from the close date unless otherwise agreed upon by the City and Bidder.

9. Acceptance of Responses / Minor Irregularities

Any or all responses to solicitations may be rejected by the City Manager in whole or in part when it is in the best interests of the City. The City reserves the right to accept or reject any or all responses, part of responses, and to waive minor irregularities or variances to specifications contained in responses that do not make the response conditional in nature. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract, does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other Bidders, and does not affect the fundamental fairness of the solicitation process.

10. Responsiveness

Responsiveness is determined by the Procurement Staff (who may consult with outside consultants). In order to be considered responsive to the solicitation, the Bidder's response shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

11. Responsibility

Responsibility is determined by the user department Director or his/her designee (who may consult with outside consultants). In order to be considered as a responsible Bidder, Bidder shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

12. Bidder's Qualifications

Bidder shall be in the business of providing the products and/or services required and must possess sufficient financial support, equipment, personnel and organization to ensure that it can satisfactorily perform the work if awarded a Contract. The City shall have the right to investigate the financial condition, experience record, qualifications, facilities, equipment and references of each Bidder and determine to its satisfaction the competency, reputation, quality of products and/or services, and responsibility of each to perform the required work, meet the specifications, and conform in all material respects to the solicitation and all of its requirements. Bidder shall satisfy each of the following requirements cited below and failure to do so may result in the response being deemed non-responsive or rejected. **(a)** Bidder, including any principal, officer, agent, or proposed subcontractor, shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest (see Section III General Terms and Conditions, Item #23) that have not been waived by the City Commission. **(b)** Bidder, including any principal, officer, agent, or proposed subcontractor of Bidder, shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

13. Order of Precedence

In the event of inconsistency between provisions of this solicitation and the resulting Contract, the inconsistency shall be resolved by giving precedence in the following order: **(a)** The Contract **(b)** Attachments, the bidder response and Enclosures of the competitive solicitation document whether attached thereto or incorporated by reference **(c)** Scope of Services/Work and Technical Specifications, **(d)** Special Terms and Conditions, **(e)** General Terms and Conditions.

14. Licenses and Certifications

The Bidder shall be appropriately licensed to perform the work and provide the products and services required. Bidder shall possess by the Closing Date and Time all required licenses and certifications necessary to perform the requested service or provide the requested goods; unless the issuance of such license or certification is contingent upon the work to be performed under the resulting contract. The Bidder shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits. Copies of all required licenses and certifications shall be submitted with the Response as a matter of responsiveness.

15. Insurance and Surety Bonds

The Bidder's response shall include evidence of insurability meeting the minimum insurance requirements attached herein and evidence of Bidders ability to obtain the required surety bonds, when insurance and surety bonds are required. The successful Bidder shall not commence the work or otherwise perform the work as required by the resulting Contract, until a certificate of insurance naming the City of Deerfield Beach as additionally insured and evidencing the provision of the required insurance in a form acceptable to the City, and required surety bonds, have been received and approved by the City. The Bidder shall assume full responsibility and expense to obtain all necessary insurance and surety bonds.

16. Review of Solicitation Documents

By the submission of a Bid, the Bidder certifies that a careful review of the ITB documents has taken place and that the Bidder is fully informed and understands the requirements of the Bid documents and the quality and quantity of service to be performed. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

17. Protest Procedures

In accordance with Section 38-139 of the City of Deerfield Beach Code of Ordinances, if a Bidder intends to protest a solicitation or proposed award the following shall apply: **(a)** Any respondent (also known as Bidder/Proposer) to competitive solicitation who is aggrieved in connection with the pending award of a competitive solicitation or any element of the process leading to the award of a competitive solicitation may protest to the Purchasing Director. A protest must be filed within five (5) business days of the first date that the respondent to the competitive solicitation knew or should have known of the facts giving rise to the protest, but no later than five (5) business days after notification of intent to award or recommendation of the selection/evaluation committee or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest is received by the Purchasing Director together with the protest fee. Delivery may be by hand delivery, regular mail, certified mail, or electronic mail. **(b)** Upon receipt of a protest of the pending award of a competitive solicitation, the Purchasing Director shall review the charge to determine whether the protest was timely filed. If upon review the Purchasing Director determines that the protest was not timely filed, the Purchasing Director shall dismiss the protest. If it is determined that the protest was timely filed, the Purchasing Director shall notify all Bidders/Proposers of the protest and inform them of the scheduled hearing before the City Commission and of their right to intervene. Any Bidder/Proposer may formally intervene in the proceeding by filing a request to intervene with the Purchasing Director within three (3) business days of receipt of such notice. Delivery may be by hand delivery, regular mail, certified mail, or electronic mail. **(c)** The Purchasing Director shall require a protest fee from a protester to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire protest fee shall be returned to the protester. If the protest is not decided in the protester's favor, the protest fee shall be forfeited to the City. The protest fee shall be in the form of cash, a cashier's check, or a payment bond and shall be in the amount of 1% of the amount of the pending award, with a minimum amount of \$500 and a maximum amount of \$5,000. **(d)** The protester and intervener(s) may file written documentation relating to the protest with the Purchasing Director. It shall be the obligation of such protester or intervener(s) to deliver said documentation at least one week prior to City Commission action on the protest. **(e)** The City Commission may hear from the protester and intervener(s) in its discretion or may dispose of the protest without permitting presentations on the protest. If, on its face, the protest does not state sufficient cause to warrant remedial action, the City Commission may deny the protest without further participation by the protester or intervener(s). The Commission, in its sole discretion, may deny the protest, grant the relief requested by the protest, fashion

relief or remedial action as it deems appropriate, or reject all responses and begin the competitive solicitation process again.

18. Cone of Silence

In accordance with Section 38-140 of the City of Deerfield Beach Code of Ordinances, during the course of a competitive solicitation, a Cone of Silence shall apply as follows: **(a)** A Cone of Silence shall be in effect during a Competitive Solicitation process beginning upon the advertisement for the competitive solicitation or during such earlier procurement activities as may be declared by the City Commission. The Cone of Silence shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation process. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract. **(b)** Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation. **(c)** The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing and contract administration division staff for the City. **(d)** Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation and the penalty shall be made by the City Commission.

19. Ethics Code

Bidders are required to acquaint themselves with the provisions in the City of Deerfield Beach's Ethics Code Chapter 2, Article IX Code of Ordinances. The City Commission will strictly apply the Ethics Code including, but not limited to, section 2-505 "Disclosure and Behavior Requirements of Applicants and Person/Entity seeking a City contract or currently doing business with the City". Bidders shall complete the "Ethics Code Disclosure" contained herein. Failure to do so may result in the response being deemed non-responsive.

20. Public Records / Confidential Information

(a) Florida law provides that municipal records shall at all times be open for public inspection by any person, unless the records are otherwise exempt or confidential. Information and materials received by the City in connection with a Bidder's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Chapter 119, F.S. including an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. **(b)** If the Proposer believes any of the information contained in the response is exempt or confidential from the Public Records Law, then the Proposer must in the response specifically identify the material which is deemed to be exempt and cite the specific legal authority for the exemption, otherwise, the City will treat all materials received as public records. **(c)** Pursuant to Section 119.0701(2)(a), Florida Statutes, the successful Bidder must keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

21. Local Business Preference Program

(a) The City established a local business preference program to facilitate local business participating in the competitive solicitation process. Except where prohibited by federal, state or city law, or funding source restriction mandates to the contrary, in the purchase of goods or general services governed by the Procurement Code, preference shall be awarded to local businesses in the following manner. **(i)** When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within five percent of the bid submitted by the nonlocal business, then such local businesses shall have the opportunity to submit, within five calendar days of notification by the Purchasing Director or designee, a best and final bid equal to or lower than the amount of the low bid previously submitted by the nonlocal business. Thereafter, contract award shall be made to the responsive, responsible business submitting the lowest and best and final bid. In the case of a tie in the best and final bid between a local business and a nonlocal business, contract award shall be made to the

local business. **(ii)** The determination as to whether a bidder or proposer is a local business shall be made by City staff based upon documentation submitted by the bidder or proposer at the time of bid or proposal submission as verified by staff. **(b)** The city has sole discretion in determining whether a business meets the criteria to qualify for a local business preference under the City Code. **(i)** A bidder or proposer shall complete, fully execute, and provide all required information contained in the competitive solicitation related to the local business preference requirements. **(ii)** In order to qualify for local bidder preference a Bidder seeking local vendor preference shall have no history within the prior five (5) years of non-performance, delinquent fees, liens, or Code violations.

22. Disadvantaged Business Enterprise Program

The City established a disadvantaged business enterprise program to encourage and foster the participation of Certified Business Entities (CBEs), in the city's competitive solicitation process by providing preference to CBEs as detailed in Section 38-142 of the City of Deerfield Beach Code of Ordinances. The City will accept CBEs including small business enterprises (SBEs), minority business enterprises (MBEs), women business enterprises (WBEs), and veteran business enterprises (VBEs) certifications from Bidders, including their subcontractors identified in their response, as defined and certified by the Florida Department of Management, Office of Supplier Diversity or other certifying organizations or jurisdictions in accordance with Section 287.0943 (1) and (2) Florida Statutes. **(a)** During the course of a competitive solicitation when a responsive, responsible non-CBE submits the lowest price bid, and a bid submitted by one or more responsive, responsible CBE is within five percent of the bid submitted by the non-CBE, then such CBE shall have the opportunity to submit, within five calendar days of notification by the purchasing and contract administration division, a best and final offer equal to or lower than the amount of the low bid submitted by the non-CBE. The price bid by the non-CBE shall not be revealed if subject to section 38-127(5), Exemptions from the public records and public meeting requirements. **(b)** Contract award recommendation shall be made to the responsive, responsible business submitting the lowest responsive and responsible final offer. In the case of a tie in the best and final offer between a CBE business and a non-CBE business, contract award recommendation shall be made to the CBE. **(c)** In the case where a Bidder is claiming CBE participation by the use of permitted subcontractors identified in their response and where the subcontractor(s) is the CBE, subcontractor's portion of the work to be performed pursuant to the resulting contract shall equal at least 50 percent of the total work. Bidder shall provide information in the response to substantiate the subcontractor's portion of the work meeting the 50 percent requirement. **(d)** A bidder or proposer shall complete, fully execute, and provide all required information contained in the competitive solicitation related to the disadvantaged business enterprise requirements. **(e)** For the purpose of determining the best value in the award of a competitive solicitation where both the local business and disadvantaged business preference are applicable, the local business preference shall take precedence over the small business preference. **(f)** In order to participate in the disadvantaged business enterprise program, Bidder shall have no history within the prior five years of non-performance, delinquent fees, liens, or code violations. **(g)** The disadvantaged business enterprise program shall not apply to a competitive solicitation process when prohibited by law, contract, grant, funding source or other regulation applicable to the competitive solicitation process, contract, or funding source, or when the city acts as the lead agency for a cooperative procurement.

23. Excluded Parties From the Competitive Solicitation Process

(a) Public Entity Crime -A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat. for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. **(b)** Pursuant to Section 287.135, Florida Statutes, a bidder or proposer may not bid on or submit a proposal for goods or services of \$1,000,000.00 or more if at the time of bidding or submitting a proposal, the bidder or proposer: **(i)** 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; or **(ii)** 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 **(iii)** Is engaged in business operations in Cuba or Syria.

24. Anti-Collusion

Pursuant to Chapter 838 Florida Statutes, it is unlawful for a bidder or proposer to knowingly and intentionally influence or attempt to influence any competitive solicitation of the City of Deerfield Beach. The Bidder certifies that it has not divulged, discussed or compared its response and the contents contained therein with other respondents, except subcontractors if they form part of the response, and has not colluded with any other Bidders or parties to a response whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of material or service. Any violation of this provision will result in the immediate cancellation of the contract and removal from the Vendor List.

25. Conflict of Interest

(a) The Bidder covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the bidder's diligent and proper performance of the services hereunder. The Bidder further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract. **(b)** No contract will be awarded to a Bidder who has City elected officials, officers or employees affiliated with it, unless the Bidder has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidder must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's Vendor List and prohibition from engaging in any business with the City.

26. Entire Contract

This competitive solicitation, all attachments and exhibits, addenda, and the resulting Contract and/or purchase order states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations and contracts are merged herein or superseded hereby. Generally, a purchase order will be issued for commodities and a contract will be issued for services.

27. Waiver

No waiver or modification of any contract resulting from this solicitation or of any covenant, condition or limitation contained in it shall be valid unless the waiver or modification is in writing and duly executed by the party to be charged with it. Further, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, and executed by the party to be charged with the waiver or modification. The parties agree that provisions of this paragraph may not be waived except by a duly executed writing.

28. Survivorship Rights

The contract pursuant to this competitive solicitation shall be binding on both parties to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assignees.

29. Severability

If any term or provision of the contract resulting from this solicitation pursuant to this competitive solicitation is found to be illegal and unenforceable, such term(s) shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

30. Default and Termination

(a) Termination for Cause - In the event the Successful Bidder (Contractor) shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract. **(b)** Termination for Convenience - Upon ninety (90) calendar days written notice to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that

such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service. **(c) Cancellation for Unappropriated Funds** - The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period, regardless of contract term, is subject to appropriation of funds, unless otherwise authorized by law.

31. Venue

The venue for any litigation action arising out of the resulting Contract shall be in Broward County for state court actions and in the US District Court for the Southern District of Florida for federal court actions.

32. Piggybacking

If the Bidder is awarded a contract as a result of this competitive solicitation, Bidder may, if Bidder has sufficient capacity or quantities available, and if legally allowed, provide to other government agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the competitive solicitation and resulting contract.

33. Transfer of Responsibility

Upon expiration, termination, or cancellation of the Contract, the Contractor shall assist City of Deerfield Beach to ensure an orderly transfer of responsibility and/or continuity of those products and services required under the terms of the contract to an organization designated by City of Deerfield Beach, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

- (a)** The contractor shall deliver, FOB destination, prepaid, all records, documentation, reports, data, recommendations, master, or printing elements, etc., which were required to be produced under the terms of the contract to City of Deerfield Beach and/or to City of Deerfield Beach's designee within seven (7) calendar days after receipt of the written request. Any and all records which are on electronic media must be delivered in a format which is compatible with the system(s) currently in use by City of Deerfield Beach.
- (b)** If requested by the City, Contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions of the contract for a period not to exceed one hundred and eighty (180) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

34. Examination of Records

The Bidder shall keep adequate records and supporting documentation applicable to the subject matter of this ITB to include, but not be limited to, records of costs, time worked, working paper and/or accumulations of data, and criteria or standards by which findings or data are measured. Said records and documentation shall be retained by the Bidder for a minimum of three (3) years from the date the contract is completed and accepted by the City. If any litigation is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings, involving the records have been resolved, unless otherwise instructed by the City. Should any questions arise concerning this contract, the City and its authorized agents shall have the right to review, inspect, and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at City expense. Any subcontractor(s) employed or utilized by the successful Bidder shall be subject to these requirements and the Bidder is required to so notify any such subcontractor(s).

SECTION IV – SPECIAL TERMS AND CONDITIONS

1. Mandatory Minimum Qualifications

To be considered Responsible as defined in Section III – General Terms and Conditions, Article 11 and eligible for contract award, the Bidder must demonstrate that it meets the mandatory minimum qualification requirements as set forth in this section. The City reserves the right to conduct a site visit as a means of determining responsibility.

a. Experience

Bidder and its key personnel must have at least five (5) years' experience in providing processing and/or disposal services for the Material streams requested in this competitive solicitation.

b. Designated Receiving Facility

At the time of Bid submission, Bidder must own or have contractual access a permitted receiving facility located within ten (10) miles driving distance of the City's municipal boundary at which the City's Materials would be received ("Designated Receiving Facility"). The Designated Receiving Facility must be accessible via a paved roadway on ground level. Bidder shall demonstrate that the Designated Receiving Facility is in operation at the time of Bid submission and appropriately licensed and permitted to receive the Materials contemplated herein. Bidder shall provide documentation of driving distance with the Bid submission. To demonstrate that the receiving facility identified in the Bid is capable and permitted to accept Materials contemplated herein, Bidder must:

- Provide copies of licenses and/or permits for the facilities; and
- Document that such facilities have the capacity to accept the City's Materials for the term of the Contract; and
- Document that such facilities have no outstanding compliance issues that could affect delivery of the City's waste to the facility, as determined in the City's sole discretion, including but not limited to, notices of violation, consent orders, etc. Bidder must provide copies of all notices of violation and consent orders issued for such facility in the last five (5) years.

c. Designated Disposal Facility

At the time of Bid submission, Bidder must own or have contractual access to a permitted disposal facility with the capacity to receive, process, and/or dispose of the City's Materials for the term of the Contract ("Designated Disposal Facility"). To demonstrate that the disposal facility identified in the Bid is capable and permitted to accept Materials contemplated herein, Bidder must:

- Provide copies of licenses and/or permits for the facilities; and
- Document that such facilities have the capacity to accept the City's Materials for the term of the Contract; and
- Document that such facilities have no outstanding compliance issues that could affect delivery of the City's waste to the facility, as determined in the City's sole discretion, including but not limited to, notices of violation, consent orders, etc. Bidder must provide copies of all notices of violation and consent orders issued for such facility in the last five (5) years.

d. Designated Recyclables Processing Facility

At the time of Bid submission, Bidder must own or have contractual access to a permitted recyclables processing facility with the capacity to receive, process, and market the City's

Program Recyclables for the term of the Contract (“Designated Processing Facility”). To demonstrate that the processing facility identified in the Bidder’s response is capable and permitted to accept the City’s Program Recyclables, Bidder must:

- Provide licenses and/or permits for the facilities; and
- Document that such facilities have the capacity to accept the City’s Program Recyclables for the term of the Contract; and
- Document that the facility has no outstanding compliance issues that could affect delivery of the City’s recyclables to the facility, including but not limited to, notices of violation, consent orders, etc. Bidder must provide copies of all notices of violation and consent orders issued to such facility in the last five (5) years.

2. Bid Security

(a) Bid security shall be given as guarantee that the Bidder will not withdraw or modify their response for a period of one hundred eighty (180) days after the competitive solicitation closes, or as otherwise extended and agreed to in writing, and if awarded the Successful Bidder will execute said Contract and timely provide the required performance bond and proof of insurance to the City. Bid Security shall either be a bid bond issued by a Surety authorized to issue such bonds in the State of Florida, a certified check, or cashier's check drawn on a local bank in good standing in the amount of five percent (5%) of the total annual cost amount of all disposal waste streams in the Bid submitted utilizing the FY 2016 tonnage figures provided in this solicitation. If a Bid is submitted to perform recyclables processing services only, the Bid Security shall be issued in the amount of \$20,000. Bid security must be received by January 29, 2018 before 1:00 PM, as a condition of responsiveness, and shall either be mailed or hand-delivered to the Purchasing Division, 401 SW 4th St., Deerfield Beach, FL 33441 (Central City Campus, Bldg. A., 2nd Floor) during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays observed by the City). **(b)** If the Bidder elects to furnish a Bid Bond, they shall use the Bid Bond form attached herein, or one conforming substantially thereto in form and content. The Attorney-in-Fact (~~Resident Agent~~) who executes this bond on behalf of the Surety must attach a notarized copy of the power-of-attorney as evidence of their authority to bind the Surety on the date of execution of the bond. **(c)** The Bid Security of the Successful Bidder will be retained until the final Contract is executed by the Bidder, and the required proof of insurance and payment and performance bonds are received by the City; whereupon the Bid Security will be returned to the Successful Bidder. If the Successful Bidder fails to execute and deliver the Contract and furnish the required insurance certificates and bonds within fifteen (15) calendar days after notification of award, CITY may rescind the notice of award or Contract award, and the entire sum of the Bid Security shall be forfeited. Bid Security of all other Bidders will be returned within seven (7) calendar days after the City Commission makes a final determination of Contract award or rejection of bids.

3. Liquidated Damages

a. Assessment of Liquidated Damages

It is the intent of the City to ensure that the Contractor provides a quality level of Solid Waste disposal and/or Recyclables processing service. The City and Contractor acknowledge and agree that it is impossible to precisely determine the amount of damages that would be incurred by the City due to service failures or circumstances described in this Section for which the Contractor would otherwise be liable. Accordingly, the City has determined terms and amounts of liquidated damages set forth herein, and the Bidder, by submitting a response, agree that the liquidated damages are reasonable under the circumstances. Therefore, the following shall constitute liquidated damages, not penalties, that the City may assess against

the Contractor for failing to comply with requirements of this Contract. Contractor shall cure all failures service immediately or within any time limits set forth in the Contract regardless of whether liquidated damages are assessed.

b. Liquidated Damages for Disposal Service

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

- | | | |
|----|--|-----------------------------|
| 1. | Failure to accept Solid Waste during scheduled receiving hours. | \$1,000 per unaccepted load |
| 2. | Failure to provide a daily average delivery vehicle turnaround time that does not exceed 20 minutes. | \$100 per day |
| 3. | Failure to submit timely records and reports. | \$100 per calendar day late |
| 4. | Failure of Contractor to comply with any other provision of the Contract related to Disposal Service that is not listed above. | \$100 per day |

c. Liquidated Damages for Recyclables Processing Service

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

- | | | |
|----|--|-----------------------------|
| 1. | Failure to accept Recyclable Materials during scheduled receiving hours. | \$1,000 per unaccepted load |
| 2. | Failure to provide a daily average delivery vehicle turnaround time that does not exceed 20 minutes. | \$100 per day |
| 3. | Disposing of Recyclable Materials or Recovered Materials without prior approval of the Executive Director. | \$1,000 per occurrence |
| 4. | Failure to submit timely records and reports. | \$100 per calendar day late |
| 5. | Failure of Contractor to comply with any other provision of the Contract related to Recyclables Processing Service that is not listed above. | \$100 per day |

4. Performance Bond

(a) The Successful Bidder shall within fifteen (15) calendar days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit, payable to the City of Deerfield Beach, Florida, in a face amount equal to one hundred percent (100%) of the annual Contract amount utilizing FY 2016 tonnage figures, and in a form

acceptable to the City, as surety for faithful performance under the terms and conditions of the Contract. **(b)** The performance bond, shall be written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City, upon City's request, with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: Financial Stability – A and Financial Size – VIII. The City may accept equivalent qualification from another nationally recognized equivalent rating service. The City shall, in sole and absolute opinion, determine if the qualification and rating service is equivalent. **(c)** If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local Broward, Dade or Palm Beach County bank acceptable to the City and issued in favor of the City of Deerfield Beach, Florida. If the Successful Bidder wishes to use a non-local bank, they must have prior City approval of the requirements to draw against the Letter of Credit. **(d)** Acknowledgment and contract is given to both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the contractor to the City in the event of a material breach of the Contract by the Contractor. The failure to provide a new Performance Bond or Letter of Credit in a form acceptable to the City thirty (30) days prior to the expiration of the performance bond or letter of credit shall be a breach of the Contract and entitle the City to demand payment under the outstanding document. Demand by the City under the Performance Bond or Letter of Credit does not act as a waiver of any other rights or remedies which the City may have. **(e)** In the event the Contract is breached, canceled or terminated other than by mutual contract or termination by the City for convenience prior to its normal expiration date, the City may apply the Performance Bond or Irrevocable Letter of Credit as required by this Contract to be held against outstanding obligations and as an offset against expenses incurred by the City until a new Vendor is contracted with.

5. Assignment

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 a Contract, is subject to having its Bid disqualified as a result of such transaction. The City shall determine, in its sole discretion, whether a Bid is to be disqualified in such instances. 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, Bidder shall immediately disclose such information to City in writing. Failure to do so may result in the Bid being disqualified, at the City's sole discretion.

6. Most Favored Pricing and Material Terms

Any Contract resulting from this ITB shall include the following clause, which, by submission of a Bid, the Bidder agrees to adhere to if the Bidder is selected:

In the event that Contractor subsequently enters into an contract for a term of more than twelve (12) months (including renewal and option periods) for the processing and/or disposal of another governmental entity's waste with a governmental agency (or a private entity that has been delegated to provide processing and/or disposal for all or substantially all of the solid waste generated within a governmental entity's jurisdiction) generated anywhere within Broward, Miami-Dade, or Palm Beach County (an "Eligible Contract"), Contractor shall provide the City with a copy of the Eligible Contract within sixty (60) Days of execution thereof. If the City determines that the Eligible Contract includes a net disposal charge that is less than the disposal services fee set forth herein, or a net recyclables payment that is greater than the net revenue share set forth herein, the City may provide written notice to the Contractor of the City's determination, and, if the City does so, the disposal service fees shall automatically be reduced to the net disposal charge set forth in the Eligible Contract, and the Program Recyclables revenue share payments to the City shall be increased to the amount set forth in the Eligible Contract, and such change to be effective retroactive to the effective date of the Eligible Contract. Thereafter, the parties shall proceed under this Contract in accordance with the lower net disposal charge and greater net Recyclables payment (subject to annual adjustments provided herein).

For the purposes of clarification, the "net disposal charge" offered under the Eligible Contract will be the actual per-Ton cost to the counterparty to the Eligible Contract and shall be determined net of any costs (e.g., pass-throughs, etc.) paid by such counterparty or economic benefits (e.g., signing bonus, revenue sharing, other credits, etc.) received by such counterparty, except for such economic benefits that are as a result of Contractor operating a Material Receiving Facility in such counterparty's jurisdiction.

7. Business Terms

The Contract(s) resulting from this competitive solicitation will be negotiated with the successful Bidder(s). However, the business terms included in this solicitation are required and will be included in the resulting contract(s).

8. Contract Term

(a) Initial Term and Renewal Options - The initial Contract term shall be for five (5) years and shall become effective upon final execution of the Contract by the City or as otherwise indicated in the Contract. The Commencement Date shall be July 1, 2018. The City reserves the right to renew the Contract for two (2) additional three (3) year renewal terms provided all terms conditions and specifications remain the same, both parties agree to the renewal, and such extension is approved by the City Manager. **(b) Contract Extension** - In the event services are scheduled to end because of the expiration of the Contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than one-hundred and eighty (180) days beyond the expiration date of the existing Contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

9. Price

Bidder shall quote a firm, fixed price for the items listed in the "Line Items" tab. Prices shall include all costs associated with the products and services being solicited including, but not limited to, labor, equipment, supplies, management, travel, etc. Prices shall be shown in both unit amounts and anticipated annual total amounts based on FY 2016 tonnage, whenever applicable. In the event of discrepancies existing between unit amounts and annual totals,

unit amounts shall govern. Discrepancies in the multiplication of units will be resolved in favor of the Unit Costs. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In the event such discrepancy is discovered by either party after the competitive solicitation closes, Bidder understands and accepts that no correction(s) shall be made and the prices offered shall remain firm. All applicable discounts offered by Bidders shall be included in the submitted pricing. Bidder warrants by virtue of submitting a response that prices will be firm for acceptance for a period of one hundred eighty (180) calendar days from the date of solicitation closing, or such longer period as otherwise agreed to by the Bidder and City.

a. Disposal Service Fees

The City shall compensate the Contractor the per-Ton disposal service fee for each inbound Ton of Material delivered to the Designated Receiving Facility each month. The line item prices for Solid Waste, C&D debris, and Commingled Waste shall be per-Ton and inclusive of all costs, including but not limited to receipt, processing, management, marketing, and/or final disposal.

b. Processing Revenue Share

The Contractor shall compensate the City the Recyclables Revenue Share based on the inbound Tons of Program Recyclables received at the Designated Receiving Facility each month. The line item prices for Program Recyclables shall be per-Ton and inclusive of all costs, including but not limited to receipt, processing or transporting and processing Program Recyclables, and marketing of Recovered Materials.

c. Invoicing and Payment

The Contractor shall submit a monthly invoice, in a format acceptable to the City, detailing the total fees due to the Contractor and/or total fees due to the City for processing and/or disposal services.

10. Price Adjustments

All disposal services fees, and the Contractor Processing and Marketing (P&M) Service Fee in Exhibit 2 are subject to an annual service fee adjustment. On October 1, 2019 and October 1 of each subsequent year during the term of the Contract, disposal service fees and the P&M Service Fee, shall be adjusted as specified herein, except that the annual fee adjustment for all disposal fees shall not exceed three percent (3.00%).

Ninety percent (90%) of the rate adjustment shall be based on ninety-five percent (95%) of the percentage change in the average monthly Consumer Price Index (CPI) from April through March the prior year (CPI1) and the average monthly CPI from April through March in the current year (CPI2). The index used shall be the CPI for All Urban Consumers; South Urban Region; All Items, not seasonally adjusted, 1982-1984=100 reference base, published by the United States Department of Labor, Department of Labor Statistics (Series ID = CUUR0300SA0).

Ten percent (10%) of the rate adjustment shall be based on the percentage change in the average monthly fuel price from April through March in the prior year (FI1) and the average monthly fuel price from April through March of the most recent year (FI2). If the Contractor utilizes primarily Compressed Natural Gas (CNG) vehicles, fuel prices shall be based on the Henry Hub Gulf Coast Natural Gas Spot Price (dollars/million BTUs) published by the United States Energy Information Administration. If the Contractor utilizes primarily diesel vehicles, fuel prices shall be based on the Lower Atlantic (PADDIC) No. 2 Diesel Ultra Low Sulfur Diesel

(0-15 ppm) Retail Prices (dollars per gallon) published by the United States Energy Information Administration.

If any of the designated indices are discontinued or substantially altered, the City may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

The total service fee adjustment shall be rounded to the nearest hundredth of a percent and in any given year shall not exceed three percent (3.00%) more than the previous service fee.

EXCEL FORMULA FOR CALCULATING SERVICE FEE ADJUSTMENT

$\text{Service Fee Adjustment (\%)} =$ $\text{ROUND } (((\text{CPI2} - \text{CPI1}) / \text{CPI1}) * 0.95 * 0.90) + (((\text{FI2} - \text{FI1}) / \text{FI1}) * 0.10), 4)$
--

Where:

CPI1 = averaged published monthly CPI from April through March of the year prior to CPI2

CPI2 = averaged published monthly CPI from April through March of the most recent year

FI1 = averaged published monthly fuel price from April through March of the year prior to FI2

FI2 = averaged published monthly fuel price from April through March of the most recent year

SAMPLE CALCULATION OF SERVICE FEE ADJUSTMENT

Assumptions: Service Fee [SF] = \$40.00 CPI1 = 230.643 FI1 = 2.4529
CPI2 = 234.159 FI2 = 2.3669

Service Fee Adjustment = $((\text{CPI2} - \text{CPI1}) / \text{CPI1}) * 0.95 * 0.90 + ((\text{FI2} - \text{FI1}) / \text{FI1}) * 0.10$, 4) = 0.0095 = .95% (*Less than 3.00%? ✓*)

New Service Fee = \$40.00 * (1 + .0095) = \$40.38

11. Safety

(a) The Successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the requested services. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes Section 440.56), the Florida Department of Environmental Protection regarding environmental safety, the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments, and all other laws and regulations applicable to the services provided. **(b)** The Successful Bidder shall take all reasonable precautions and shall provide all reasonable protection to prevent damage, injury or loss to: **(i)** All employees on the work site and all other persons who may be affected thereby. **(ii)** The work and all materials and equipment incorporated therein. **(iii)** Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.

12. Right to Offset

During the Contract Term, the City shall have the right to offset the Disposal Fees for disposal costs it incurs due to unavailability of the Designated Receiving Facility, Designated Disposal Facility or Designated Recyclables Processing Facility.

13. Waste Diversion

The City does not currently have plans to separate Commingling Waste during the collection process. During the Contract Period for the purpose of waste diversion, the City may consider modifying its current program to provide for segregated Bulk Trash and Yard Trash. In the event the City modifies its program to separate Commingled Waste into Bulk Trash and Yard Trash processing, the successful Bidder shall agree to meet with the City to negotiate in good faith such modification to the City's program.

SECTION V - INSURANCE REQUIREMENTS

The Bidder's response shall include evidence of insurability meeting the insurance requirements stated herein. The successful Bidder shall not commence the work or otherwise perform the work as required by the resulting Contract until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the City. The Successful Bidder shall assume full responsibility and expense to obtain all necessary insurance.

1. General

- a. Successful Bidder shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Contract (Solicitation Title and Number), and state that such insurance is as required by this Contract. Contractor's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the Contract.
- b. ~~Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Contractor shall pay all deductible amounts, if any. Contractor shall specifically protect City and the Deerfield Beach City Commission by naming City and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation.~~

Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida Contractor shall be responsible to pay all deductible amounts, if any. Contractor shall specifically protect City and the Deerfield Beach City Commission by naming City and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.

- c. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- d. City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Contractor uses a subcontractor, Contractor shall ensure that subcontractor names City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

2. Coverages

Successful Bidder shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance as indicated with a checkmark:

- Commercial Liability Insurance** - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate.
Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

- Business Automobile Liability** - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

- Workers Compensation Insurance** - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

- Pollution Liability Insurance** - Pollution Liability Insurance for bodily injury, property damage, clean-up costs or corrective action and defense coverage with a limit of no less than \$10,000,000 each incident and a general aggregate limit of no less than \$10,000,000. This insurance shall include coverage for, but not be limited to; sudden and accidental discharges; dispersal; seepage; release or escape of any solid, liquid gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste material into or upon land or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

SECTION VI – SCOPE OF SERVICES

1. Definitions

For the purpose of this ITB and the Contract, the definitions contained in this Section shall apply unless otherwise specifically stated. To the extent that any definition contained herein conflicts with any similar definition contained in any federal, state, or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require Contractor to undertake any conduct that is prohibited by Applicable Law. Whenever the context may require, any pronoun which is used shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. The word “shall” is always mandatory and not merely discretionary.

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

Applicable Law means all applicable federal and state of Florida laws, local (municipal and county) ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this ITB.

Biological Waste The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time

Biomedical Waste The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time

Bulk Trash means any non-vegetative item that cannot be containerized, bagged or bundled, or whose large size or weight precludes its handling, processing, or disposal by normal methods.

City means the City of Deerfield Beach, Florida.

City Commission or **Commission** means the City Commission of the City of Deerfield Beach, Florida.

Code means the Code of Ordinances of the City of Deerfield Beach, Florida.

Commencement Date means the date services in this Contract shall commence.

Commingled Waste means a commingled waste stream of Bulk Trash, C&D Debris, and Yard Trash.

Construction and Demolition Debris or **C&D Debris** The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time

Contaminants or **Contamination** means the same as Rejects: that portion of the Recyclables stream that does not consist of materials included in the definition of Program Recyclables.

Contract Administrator means the person designated by the City to act as City’s representative during the term of this Contract.

Contractor means the person, firm, corporation, organization, agency, or joint venture with whom the City has executed the Contract to provide services set forth herein.

Contractor-Generated Waste means bulk trash, C&D debris, or yard trash generated by builders, building contractor, privately employed tree trimmers and tree surgeons, landscape services, lawn or yard maintenance services, and nurseries.

Day means one calendar day.

Designated Disposal Facility means the solid waste management facility designated in the Contract as the final delivery location for the City's Materials.

Designated Processing Facility means the material recovery facility designated in the Contract for the processing of the City's Program Recyclables. The Designated Processing Facility may also be the Designated Receiving Facility for Program Recyclables.

Designated Receiving Facility means the facility designated in the Contract at which Materials are received by the Contractor.

Effective Date means the date the Contract has been executed by both the City and the Contractor.

E-Waste means end-of-life or discarded electronic devices and component parts. For the purposes of the Contract, E-Waste includes computers, monitors, laptops, mice, printers, televisions, DVD, Blue Ray, CD or VCR players, copiers, fax machines, cell phones, chargers, rechargeable batteries, scanners, keyboards, stereos, speakers, or similar electronic products.

Force Majeure shall mean any event or condition having a material and adverse effect on the rights, duties and obligations of a party to the Contract 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:

- a) the failure of any subcontractor or any supplier to furnish labor, services, materials or equipment, unless caused by an event of Force Majeure;
- b) the suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval relating to the operation of a legally permitted disposal facility which is the result of any action or inaction or failure of compliance by Contractor or any affiliate;
- c) 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);
- d) loss or unavailability of personnel desired by Contractor to operate or maintain a legally permitted disposal facility;
- e) wear and tear or obsolescence of any parts or equipment; or
- f) except as a result of an independent event of Force Majeure, the loss of or inability to obtain or retain any utility services, including water, sewer, fuel oil, gasoline and electric power necessary for the operation of a legally permitted disposal facility.

Ground Level at the same level as the ground.

Hazardous Waste The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Holidays means designated holidays on which the Contractor shall not be required to provide service. Holidays shall only mean Christmas Day unless additional holidays are approved by the Contract Administrator.

Household Hazardous Waste or HHW means household products that contain corrosive, toxic, ignitable, or reactive ingredients, including but not limited to, paints, cleaners, oils, batteries, and pesticides, or other household materials that contain potentially hazardous ingredients, and that require special care for disposal.

Material means Solid Waste or Bulk Trash or C&D debris or Yard Trash or Commingled Waste or Program Recyclables or any combination thereof collected by the City.

Processing and Marketing (P&M) Service Fee means service fee allowance to the Contractor for providing processing and marketing services. The P&M Service Fee shall be set at \$75.00 and eligible for an annual fee adjustment as provided for in Section IV – Special Terms and Conditions, #10 – Price Adjustments.

Program Recyclables refers to recyclables collected by the City. Program Recyclables shall include the following list of materials which may be amended upon mutual written consent of City and Contractor, as markets develop for additional materials: all paper; aseptic containers and gable-top cartons; all plastic bottles and containers; rigid bulky plastics; glass food and beverage containers; and aluminum, tin/seal, bimetal food and beverage containers, aluminum foil, and scrap metal. Program Recyclables include incidental amounts of rejects and non-designated materials as can normally be expected as part of municipal recycling collection.

Recovered Materials The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time. For the purposes of the Contract, Recovered Materials shall also mean Recyclables that have been processed to market specifications.

Recyclable Materials or Recyclables The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Rejects means that portion of the Recyclables stream that does not consist of materials included in the definition of Program Recyclables. Rejects are also referred to as Contaminants or Contamination.

Residue or Residuals means the portion of the Recyclables stream, other than Rejects, accepted by the Contractor that is not converted to Recovered Materials due to breakage and/or transportation or processing limitations or inefficiencies.

Service Contract or Contract means the contract resulting from this ITB, including all exhibits, attachments, and other documents that are expressly incorporated by reference, between the City and the Contractor, governing the provision of services as defined in the Contract.

Single Stream refers to a recycling process that allows for Recyclables to be collected, transported, and processed commingled with no sorting required by residents, businesses, or haulers.

Sludge The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Solid Waste The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time. For the purposes of this Contract, solid waste shall not include Sludge or Recyclables.

Special Wastes The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

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

Unacceptable Waste means Biological Waste, Biomedical Waste, Hazardous Waste, Sludge, waste tires, used oil, or lead acid batteries.

White Goods The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Yard Trash means vegetative matter resulting from landscaping maintenance and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, tree branches and other similar matter. Yard Trash includes Christmas trees, but does not include Contractor-Generated Waste.

2. Introduction

The City of Deerfield Beach is requesting sealed bids from qualified vendors to provide processing and/or disposal services for a variety of material streams and recyclables processing services as set forth herein. The City desires to obtain the best price for disposal and processing. Bidders are not required to bid on all services; however, not providing pricing for all services may eliminate the Bidder depending on what contract method is determined to provide the City with the lowest overall price. Please refer to Section II – Evaluation and Award Procedures for more information on the evaluation and Contract award methodology.

a. Current Services, Fees, and Tonnage

The City currently has separate contracts for Solid Waste, Commingled Waste and C&D Debris, and Recyclables. The current service providers and tip fees are as follows:

Waste Stream	Service Provider	Tip Fee
Solid Waste	Sun-Bergeron Solid Waste Services, JV	\$43.90 \$44.69 (effective 7/1/17)
Commingled Waste C&D Debris	Waste Management Inc. of Florida	\$32.47 \$38.00
Recyclables	Sun-Bergeron Solid Waste Services, JV	\$51.16 processing fee 40% revenue share with City

The City is the sole provider of curbside garbage and recycling collection services for approximately 16,000 single-family residences within the City. Residential collection services include the following:

- Twice per week automated collection of Solid Waste in ±95-gallon roll carts.
- Once per week automated collection of Program Recyclables in ±65-gallon roll carts.
- Once per week collection of Commingled Waste. Commingled Waste may consist of Bulk Trash, Yard Trash, residential C&D Debris, or any combination therefore. Commingled Waste is limited to seven (7) cubic yards per collection event.

The City is also the sole provider for commercial garbage collection service for approximately 100 multi-family dumpsters and 1,350 commercial customers with a variety of container sizes and frequency of collection.

The tonnage of Materials collected and delivered for disposal/processing by the City in the past three fiscal years (FY) are as follows:

Material Stream	FY2014 Tons	FY2015 Tons	FY2016 Tons
Solid Waste	45,191	45,604	52,748
Solid Waste – Roll-off	13,728	13,854	16,024
C&D Debris	not available	not available	6,940
Commingled Waste	not available	not available	18,773
Program Recyclables	6,763	7,443	7,694
Total Materials	65,682	66,901	102,179

The City does not guarantee the quantity of Materials to be delivered under the Contract.

b. Services Being Bid

The Selected Bidder (Contractor) shall identify a Designated Receiving Facility where City collection vehicles are able to deliver Materials generated by residential and/or commercial sources within the City. The Designated Receiving Facility must be accessible via a paved and improved roadway on ground level. In order to be considered Responsible and eligible for Contract award under this competitive solicitation, the Bidder’s Designated Receiving Facility shall be located within a ten (10) mile driving distance from the City’s municipal boundary.

Bidders may bid on one or any combination of the services outlined below.

- i. Solid Waste Processing and/or Disposal**
- ii. C&D Debris Processing and/or Disposal**
- iii. Commingled Waste Processing and/or Disposal**
- iv. Program Recyclables Processing**

3. City’s Responsibility

Beginning on the Commencement Date, the City shall deliver the Materials collected by the City to the Designated Receiving Facility. The City makes no assurances or guarantees regarding the quantity of Material that will be delivered to the Designated Receiving Facility.

4. Title to Materials

Upon acceptance of Material at the Designated Receiving Facility, the Contractor shall own all of 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.

5. Designated Facilities

a. Designated Receiving Facility

The Contractor shall own or have contractual access to the Designated Receiving Facility. The Contractor shall ensure that the Designated Receiving Facility is operated at all times in full compliance with all Applicable Law. Bidders shall indicate the physical location of the Designated Receiving Facility in the applicable line item in the Line Items tab.

b. Designated Disposal Facility

The Contractor shall transport or cause to be transported Material to the Designated Disposal Facility. Contractor shall bear all costs associated with transporting and disposal

of Material. Bidders shall indicate the physical location(s) of the Designated Disposal Facility in the applicable line item in the Line Items tab.

c. Designated Processing Facility

If the Designated Receiving Facility for Program Recyclables is not a material recovery facility, the Contractor shall transport, or cause to be transported, Recyclables to the Designated Processing Facility. Contractor shall bear all costs associated with transporting, processing, marketing, and final disposal of Contaminants and Residue. Bidders shall indicate the physical location of the Designated Processing Facility in the applicable line item on the Line Item Tab.

d. Change of Designated Facility

A Designated Receiving Facility or a Designated Processing/Disposal Facility may be changed only with prior written approval by the Contract Administrator. The Contractor shall not take the City's Material to any facility other than that designated by the Contract unless prior written approval is given by the Contract Administrator.

e. Right to Inspect

The City shall have the right, during the Contractor's hours of operation, to inspect both the operating and maintenance practices of the Designated Receiving Facility and Designated Processing/Disposal Facility. The Contractor shall reasonably accommodate the City's inspection rights described herein, provided it does not create a safety hazard. The City shall notify the Contractor at least 24 hours prior to an inspection.

6. General Services Requirements

a. Hours/Days

Beginning on the Commencement Date, the Contractor shall accept deliveries of Materials at the Designated Receiving Facility between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday and 6:00 a.m. and 4:00 p.m. on Saturday. The Designated Receiving Facility may be closed on Holidays as defined herein. No changes in scheduled receiving hours shall be made without the prior written approval of the Contractor Administrator.

b. Scales

The Designated Receiving Facility shall be equipped with adequately sized, legal-for-trade truck scales and computerized recording keeping systems for weighing and recording all incoming delivery vehicles. Such scales shall be inspected and approved for use prior to placing them into service. Contractor shall calibrate and certify scales no less frequently than annually.

c. Weighing Vehicles

The Contractor shall weigh all delivery vehicles transporting Material, by or on behalf of the City, which enter the Designated Receiving Facility, record such weights separate from all other materials, and generate reports of incoming Material as required herein or requested by the City. The Contractor may use tare weights. If the Contractor chooses to use tare weights, all tare weights, including vehicles, compactors, and containers, must be recalibrated at least every sixty (60) calendar days and reported to the Contract Administrator monthly.

d. Turn Around Time

The Designated Receiving Facility shall be operated to facilitate time efficient delivery vehicle access during operations. The delivery vehicle turn-around time from arrival at the

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

e. Access

The Designated Receiving Facility must be accessible via a paved and improved roadway on ground level. Contractor must monitor and maintain surface conditions of the entrance and egress to the Designated Receiving Facility to mitigate potholes, flooding, or any other obstacles that cause excessive wear and tear to the City's vehicles.

f. Unacceptable Waste

If Unacceptable Waste is found within a load of Material delivered by the City or its agents to a Designated Receiving Facility, the Contractor shall immediately inform the Contract Administrator of the delivery location, vehicle number, date, time, and estimated quantity and type of Unacceptable Waste. The Contractor is responsible for properly isolating, containerizing, and disposing of such Unacceptable Waste in accordance with all Applicable Law. The cost of managing and disposing of such Unacceptable Waste shall be borne by the City, provided that the Contractor has adequately documented that such waste was delivered by or on behalf of the City.

7. Recyclables Processing

a. Contractor Responsibility

Upon acceptance of Program Recyclables at the Designated Receiving Facility, the Contractor shall bear all costs associated with processing or transporting and processing Program Recyclables, and marketing of Recovered Materials. The Contractor is responsible for all costs of transporting and disposing of non-recyclable materials, including Rejects and Residue, resulting from the processing of Program Recyclables.

b. Excessive Contamination in Recyclables

Contractor shall have the right to reject loads of Recyclables if Contractor reasonably suspects a load to contain more than twenty-five percent (25%) of Contaminants by weight. If Contractor intends to reject a load of Recyclables, Contractor shall comply with the following procedures:

- The Contractor shall immediately isolate the load and notify the Contract Administrator, document the occurrence of such event by digital photograph or videotape, and allow the City to inspect the load where such inspection shall not unduly impede or interfere with the operation of the Designated Receiving Facility.
- The Contractor and the Contract Administrator must mutually agree that the amount of Contamination in a given load exceeds twenty-five percent (25%) of the load by weight.
- If the Contractor and the Contract Administrator agree the load should be rejected, the City shall transport the load for disposal, or compensate the Contractor the per-Ton Solid Waste disposal fee for the entire load.
- If the Contract Administrator does not concur that the load contains more than twenty-five percent (25%) Contamination by weight, then Contractor must demonstrate to the City, in a means acceptable to the City and in the presence of the Contract Administrator, that the twenty-five percent (25%) threshold has been exceeded. If the load does not contain more than twenty-five percent (25%) Contamination by weight,

Contractor shall process the load and compensate the City for the total weight of the load. If the load does contain more than twenty-five percent (25%) Contamination by weight, then Contractor may reject the load and the City shall transport the load for disposal, or compensate the Contractor the per-Ton Solid Waste disposal fee for the entire load.

- In the event the procedures outlined above are not followed, Contractor shall compensate the City for the total weight of the load.

c. Disposal

Unless the Contractor has prior written permission from the City in writing, the Contractor shall not dispose of and/or landfill any Program Recyclables or Recovered Materials resulting from the processing of Program Recyclables. The Contractor shall not knowingly, or without reasonable assumption, sell Program Recyclables or Recovered Materials resulting from processing of Program Recyclables to another agent that landfills or disposes of such material other than through recycling. This does not apply to Rejects and Residue.

8. Reporting

- Prior to the fifteenth (15th) Day of each month during the term of this Contract, the Contractor shall submit a report electronically to the Contract Administrator, in a format approved by the Contract Administrator. The report shall provide the total tonnage of Material received at the Designated Receiving Facility during the previous month, as well as a breakdown by delivery date and time, vehicle number, type of material, and Tons. If applicable, the report shall include any tonnage diverted from disposal by the Contractor.
- The Contractor shall submit to the Contract Administrator, if applicable, a copy of the Certified Recovered Materials annual report as submitted to the FDEP summarizing Recyclable Materials deliveries by type, quantity, and source. The Contractor's Certified Recovered Materials annual report shall be submitted to the Contract Administration no later than February 15th of each year.
- Collector shall provide any additional information or reports requested by the Contract Administrator needed to manage this Contract or the City's solid waste and recycling programs.

9. Emergency Services

a. Extended Hours

During response and recovery from an emergency event including but not limited to a hurricane, tornado, or flood, and upon request of the Contract Administrator, the Contractor shall extend the days and/or hours of operation at the Designated Receiving Facility as needed while cleanup services are provided.

b. Variance

During response and recovery from an emergency event such as a hurricane, tornado, or flood, the Contract Administrator may grant the Contractor a variance from regular service. However, Contractor shall make its best effort to resume regular service as soon as possible, and no later than the resumption of collection services by the City. As soon as practical after such an event, the Contractor shall advise the Contract Administrator when it is anticipated that normal service can be resumed.

c. Contingency Plan

Contractor must provide a contingency plan for planned and unplanned interruption of services to the City prior to Commencement. Contractor shall maintain an up-to-date contingency plan and update the City should any changes to the plan be made.

EXHIBIT 2 – PROGRAM RECYCLABLES

1. Material Percentages

The material percentages used for calculating the AMV are based on the results of the April 2014 Recyclables composition study conducted of the City's inbound residential single stream Program Recyclables. The material percentages in the AMV do not attempt to estimate Residue, which is Recyclables that are not recovered due to breakage and/or transportation or processing limitations or inefficiencies.

2. Composition of Program Recyclables

The material percentages stated in sample AMV calculation for Program Recyclables in this Exhibit shall be the basis for calculating the AMV and Revenue Share in accordance with this Contract, unless otherwise adjusted according to the procedures stated below.

3. Adjustments to Composition of Program Recyclables

The material percentages used for calculating the AMV shall be revised only upon completion of a recyclables composition study conducted that meets the following requirements:

- The study entails sampling and manual sorting of inbound Program Recyclables, not materials processed through the MRF or other sorting line with mechanized equipment. Inbound Program Recyclables means Materials as delivered and tipped at the Designated Receiving Facility. If the study is requested by the Contractor, the final methodology is subject to written approval by the Contract Administrator.
- The study shall be conducted by a qualified entity with demonstrated experience conducting recyclables composition studies in Florida. If the study is requested by the Contractor, selection of such entity is subject to written approval by the Contract Administrator.
- The City and Contractor each have the right to have a representative onsite during the sorting event.
- Study results are subject to final approval by the City, which shall not be unreasonably withheld. If approved by the City, adjustments to the composition provided in this Exhibit shall be made and shall become effective on the first Day of the following month and for the remainder of this Contract, or until further adjusted in a future composition study.
- The study shall be paid for by the party requesting such study, unless otherwise agreed upon in writing by the parties to the Contract.
- A study cannot be requested more than once annually.

4. Market Index

The market index (Recyclingmarkets.net) utilized is intended to reflect the regional average value, in the Southeast United States, of each Recyclable included in the City's Program Recyclables. It is not intended to equate to the commodity revenue received by Contractor. If at any time during the term of this Contract, Recyclingmarkets.net no longer posts or otherwise provides the applicable market indices, then the parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Materials pricing information, and this selection shall be memorialized in writing.

5. Calculation of AMV

Contractor shall calculate the AMV of Program Recyclables each month. The AMV is defined as the sum of the RecyclingMarkets.net Southeast USA regional average commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made. For illustrative purposes, a sample AMV calculation based on the commodity prices first posted for June 2017 follows.

6. Revenue Share Percentage

The Program Recyclables revenue share percentage shall be the percentage provided by Bidder and as submitted in this ITB. Reference Line Items in the eProcurement Marketplace.

SAMPLE AVERAGE MARKET VALUE (AMV) CALCULATION FOR PROGRAM RECYCLABLES

Material	Grade Description	June 2017			
		Index Value*	Market Value (\$/Ton)	Material %	AMV (\$/Ton)
Mixed Paper	MP Mixed Paper (PS 54) (\$/ton, baled, picked up)	67.50	\$67.50	40.81%	\$27.55
OCC	Corrugated Containers (PS 11) (\$/ton, baled, picked up)	160.00	\$160.00	12.55%	\$20.08
Aseptic Cartons	Aseptic Cartons (PS 52) (\$/ton, baled, picked up)	0.00	\$0.00	0.56%	\$0.00
PET	Plastics PET (Baled, ¢/lb, picked up)	15.00	\$300.00	4.49%	\$13.47
Natural HDPE	Plastics Natural HDPE (Baled, ¢/lb, picked up)	27.50	\$550.00	1.97%	\$10.84
Colored HDPE	Plastics Colored HDPE (Baled, ¢/lb, picked up)	14.50	\$290.00	1.92%	\$5.57
Comingled Plastics	Plastics Comingled (#3-7, Baled, ¢/lb, picked up)	1.00	\$20.00	2.16%	\$0.43
Mixed Bulky Rigid Plastics	Plastics Mixed Bulky Rigid (Baled, ¢/lb, picked up)	10.75	\$215.00	1.14%	\$2.45
Aluminum Cans	Metals Aluminum Cans (Sorted, Baled, ¢/lb, picked up)	66.00	\$1,320.00	1.62%	\$21.38
Steel Cans	Metals Steel Cans (Sorted, Baled, \$/ton, picked up)	140.00	\$140.00	2.52%	\$3.53
Glass-Mixed	Glass 3 Mix (\$/ton del. as Recyclable or Disposable)	-20.00	(\$20.00)	16.13%	(\$3.23)
Contamination		n/a		14.13%	\$0.00
				100.00%	\$102.07

*The first published price (FPP) of the regional average for each month shall be used.

EXCEL FORMULA FOR CALCULATING MONTHLY RECYCLABLES REVENUE SHARE

<p style="text-align: center;">Recyclables Revenue Share (\$) = ROUND(((AMV– P&M Service Fee) * Inbound Tons) * Revenue Share Percentage, 2)</p>
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Where:

The Contractor Processing and Marketing (P&M) Service Fee: \$75.00

The Program Recyclables revenue share percentage: <<To Be Bid>>

At no time shall the City owe the Contractor for processing services. Should the AMV fall below the Contractor’s P&M Service Fee for three consecutive months, the City shall work with the Contractor to determine an equitable solution.

SAMPLE CALCULATION OF MONTHLY RECYCLABLES REVENUE SHARE

Assumptions: Recyclables delivered to the Designated Receiving Facility (Inbound Monthly Tons) = 650

AMV (\$/Ton; as calculated above): \$102.07

P&M Service Fee (per Ton): \$75.00

Program Recyclables Revenue Share Percent: 50%¹

Recyclables Revenue Share = ((((\$102.07 - \$75.00) * 650) * 50%) = \$8,797.34

¹ The revenue share percent used in this sample calculation is an example only.