



## Face Sheet

File Number: I.D. 2018-095

**Agenda Date:** 3/20/2018

**Version:** 1

**Status:** Agreements & Expenditure  
Requests

**In Control:** City Commission

Resolution 2018/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #2017-18/13 for Solid Waste Disposal Services to Progressive Waste Solutions of FL, Inc. D/B/A Waste Connections of Florida; authorizing execution of a contract with Waste Connections of Florida for a five-year term with two (2), three year renewal options, providing an effective date. (*Funds from Accounts #450-4551-534-30-03 and 450-4557-534-32-14 Disposal [\$3,600,000]*)

Commission to vote on Resolution

Costs: FY 19 estimated annual cost of \$3,600,000

Account Name: Disposal

Account Numbers: 450-4551-534-32-14 and 450-4557-534-32-14

### Background/History:

The City of Deerfield Beach's (City) Division of Recycling and Solid Waste Management (Division) provides for the collection of residential and commercial municipal solid waste (MSW), mixed bulk materials including vegetation and construction and demolition debris (C&D). The Division also collects residential and commercial recyclables consisting of paper, cardboard, plastics, metals and other materials. Although the Division provides for the collection of these materials, the City does not own any transfer stations or disposal facilities and as such has to contract with private entities for the final disposal and or processing of the materials the City collects. In a normal year, the City collects and disposes approximately 100,000 tons of mixed materials at a cost of approximately \$3.8 million dollars. Disposal represents the second largest expense in the Department of Sustainable Management behind personnel costs. In the summer of 2013, the City entered into contracts with Sun Bergeron: a joint venture between Sun Recycling (Sun) and Bergeron to provide for the disposal of the City's materials and the processing of collected recyclables. The contracts offered an initial five (5) year term with two (2) five (5) year renewals with the first initial term expiring this summer.

In the fall/winter of 2015, the City was advised by the Justice Department that the Sun portion of the Joint Venture was selling its assets to Waste Management (WM). We understand the sale of the Sun assets to WM was finalized in the winter/spring of 2015. Since that time we understand that there is on-going legal action between Sun and Bergeron regarding the sale. We continue to be copied on various correspondence between the two (2) parties illustrating significant disagreement between the partners of the Joint Venture. In light of the uncertainty regarding the joint venture and on-going litigation between the parties, coupled with the significant cost of disposal, staff believed it to be in the best interest of the City to prepare a bid

prior to the expiration of the initial term. The bid's goal would be to identify all available disposal options in hopes of identifying one that can ensure there exists a reliable and cost effective contractor and facilities necessary to dispose of the City's materials to be able to continue to provide our residents and customers with un-interrupted services.

**ITB #2017-18/13, Solid Waste Disposal and Recyclables Processing Services**

In light of the above, staff in cooperation with our solid waste consultant Kessler Consulting generated an Invitation to Bid (ITB) for Solid Waste Disposal and Recyclables Processing Services. A copy of the memo from the Purchasing Division including detailed methodology, scope of work and other details regarding the ITB is provided. In summary two (2) entities responded to the City's ITB: Waste Management and Progressive Waste Solutions. Based on the bid responses provided, Progressive Waste Solutions of FL, Inc. D/B/A Waste Connections of Florida is the lowest, responsive and responsible Bidder able to meet the ITB requirements; therefore, staff recommends award to Waste Connections of Florida.

**Recommendation:**

In light of the above, staff recommends the City enter into a contract with Progressive Waste Solutions of FL, Inc. D/B/A Waste Connections of Florida to provide the City with disposal services specifically for MSW, C&D and Bulk materials. The contract shall consist of an initial five (5) year term with the option of two (2) three (3) year renewals. The Progressive facility is currently the same facility the City utilizes for the disposal of its MSW under the existing Sun Bergeron contract and it is located within the City of Deerfield Beach. This vendor also assisted the City in making their property available for the disposal of hurricane debris when the City had few options at the time. Under the terms of this contract, the City is anticipated to save approximately \$200,000 on annual disposal costs or approximately a million dollars over the initial five (5) year term. Additionally, due to the proximity of the facility and other operational efficiencies, the City anticipates other cost savings. Neither of the firms submitted a response for Recyclable Processing Services. This is most likely due to the fact of continued declining recycling markets coupled with China's recent global ban on importing recyclables. As there were no bids received for recyclables processing services, staff will continue to explore options as it relates to those services.



# Memorandum

**TO: Chad Grecsek, Director of Sustainable Management**

**FROM: Ivelsa Guzman, Purchasing Manager**

**THRU: David Santucci, Assistant City Manager**

**DATE: February 14, 2018**

**RE: ITB #2017-18/13, Solid Waste Disposal and Recyclables Processing Services**

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The Purchasing and Contract Administration Division recently issued an Invitation to Bid (ITB) for Solid Waste Disposal and Recyclables Processing, ITB #2017-18/13. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The ITB was advertised in the legal notices section of the Sun-Sentinel on December 15, 2017. The notice was also sent to thirteen (13) prospective Offeror's via the e-Procurement Marketplace.
- Six (6) vendors viewed the documents of the ITB.
- A total of five (5) addenda were issued to make additions, deletions and revisions to the bid documents.
- On February 2, 2018 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed two (2) responses. The two Offerors are Progressive Waste Solutions of FL, Inc. D/B/A Waste Connections of Florida and Waste Management Inc. of Florida. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITB requirements.
- Three (3) contract award methods were considered: (Contract Method #1) separate contracts to multiple Bidders for each Material stream; (Contract Method #2) two separate contracts to two Bidders, one contract for Solid Waste, Commingled Waste and C&D Debris Disposal, and one contract for Program Recyclables; and (Contract Method #3) one contract to one Bidder for all Material streams.
- Neither offeror provided pricing for Contract Method #3 nor for Program Recyclables; therefore, only pricing for the disposal waste streams could be considered for award.
- Contract Method #2 – Combined Disposal Services provides the City with the most favorable pricing and the apparent low Offeror for Contract Method #2 is Waste Connections of Florida (see Contract Method Bid Tabulation attached).
- The Purchasing and Contract Administration Division met with staff from Sustainable Management and Kessler Consulting to review the responses and concluded that Waste Connections of Florida met all the requirements of the ITB and recommends awarding

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the contract to Waste Connections of Florida using Contract Method #2, in compliance with Section II, Article 2 – Low Bid Determination, subject to Commission approval.

In summary, Progressive Waste Solutions of FL, Inc. D/B/A Waste Connections of Florida is the lowest, responsive and responsible Offeror able to meet the ITB requirements; therefore, staff recommends award to Waste Connections of Florida.

Please use this memorandum and all attachments as your backup to the City Manager for the March 20, 2018 Commission Meeting.

Att: Scope of Work, Contract Method Bid Tabulation, Bid Summary, Competitive Solicitation Vendor Reference Checklists

**RESOLUTION NO. 2018/**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB #2017-18/13 FOR SOLID WASTE DISPOSAL SERVICES TO PROGRESSIVE WASTE SOLUTIONS OF FL, INC. D/B/A WASTE CONNECTIONS OF FLORIDA; AUTHORIZING EXECUTION OF A CONTRACT WITH WASTE CONNECTIONS OF FLORIDA FOR A FIVE-YEAR TERM WITH TWO, THREE YEAR RENEWAL OPTIONS; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City issued Invitation for Bid #2017-18/13 for Solid Waste Disposal and Recyclables Processing Services (the “ITB”); and

**WHEREAS**, the ITB was advertised in the legal notices section of the Sun-Sentinel on December 15, 2017, and the notice was sent to thirteen (13) prospective firms via the e-Procurement Marketplace with six vendors viewing the ITB documents; and

**WHEREAS**, the ITB requests disposal and processing services for the following Material streams: (i) Solid Waste, (ii) Commingled Waste (Bulk and Yard Trash), and (iii) Construction and Demolition Debris (“C&D”) disposal, and (iv) Recyclables processing; and Bidders were not required to bid on all Material Streams; and

**WHEREAS**, pursuant to the terms of the ITB, the City reserves the right to award contracts utilizing any of the following contract methods: (a) separate contracts to multiple Bidders for each Material stream (Contract Method #1); (b) two separate contracts, one contract for Solid Waste, Commingled Waste, and C&D Debris disposal services and one contract for Program Recyclables (Contract Method #2); or (c) one contract to one Bidder for all Material streams (Contract Method #3); and

**WHEREAS**, in order to determine the lowest priced responsive and responsible Bidder(s), the ITB provides for the City to first determine the contract method that provides the City with the lowest overall price by calculating estimated cost, utilizing FY 2016 actual tonnage figures, and adding up the lowest priced responsive and responsible bids for each waste stream; and

**WHEREAS**, once the lowest overall price contract method is calculated, recommendation of award shall be based on the lowest priced responsive and responsible bid(s) within the lowest overall price contract method; and

**WHEREAS**, the City received two bid submissions by the Bid Submission Deadline, one from Progressive Waste Solutions of FL, Inc. d/b/a Waste Connections of Florida (“Waste Connections”) and one from Waste Management Inc. of Florida (“Waste Management”); and

**WHEREAS**, neither Bidder providing pricing for Program Recyclables and therefore only pricing for the Solid Waste, Commingled Waste and C&D disposal services (collectively, the “Disposal Services”) was considered for award, and Contract Method #3 (one contract for all Material streams) was eliminated as a possible contract award method; and

**WHEREAS**, in accordance with the low bid determination section of the ITB, Contract Method #2 – Combined Disposal Services was determined to provide the City with the most favorable pricing, and Waste Connections was determined to be the lowest responsible and responsible bidder providing the lowest pricing under Contract Method #2; and

**WHEREAS**, the Purchasing and Contract Administration Division and Sustainable Management recommend award of the Disposal Services provided for in the ITB to Waste Connections, and authorizing the execution of a contract with Waste Connections for the Disposal Services for a five-year term, with two (2) three-year renewal options (the “Disposal Contract”).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

**Section 1.** The above referenced “Whereas” clauses are true and correct and made a part hereof.

**Section 2.** The City Commission hereby approves the award of ITB #2017-18/13 for the Disposal Services to Waste Connections. The Mayor and the City Manager are hereby authorized to execute the Disposal Contract with Waste Connections that incorporates the business terms and conditions set forth in the ITB, together with such provisions as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

**Section 3.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

CITY OF DEERFIELD BEACH

\_\_\_\_\_  
BILL GANZ, MAYOR

ATTEST:

\_\_\_\_\_  
SAMANTHA GILLYARD, CMC, CITY CLERK

**Contract Method #1 - Individual Disposal Services**

Line	Disposal Services	Est. Annual Tons	Progressive		Waste Mngmt.	
			Disposal Fee/Ton	Est. Annualized Value	Disposal Fee/Ton	Est. Annualized Value
1	Solid Waste	65000	\$41.19	\$2,677,350.00	\$45.00	\$2,925,000.00
2	Commingled Waste	18000	\$41.19	\$741,420.00	\$40.00	\$720,000.00
3	C&D Debris	6500	\$41.19	\$267,735.00	\$42.00	\$273,000.00
1,2, & 3	<b>Total Disposal Cost</b>			\$3,686,505.00		\$3,918,000.00
4	Program Recyclables	7500	No Bid	\$0.00	No Bid	\$0.00
			0%		0%	
	<b>Total Low Bid (Disposal Services - Program Recyclables)</b>			\$3,665,085.00		

**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	Progressive		Waste Mngmt.	
			Disposal Fee/Ton	Est. Annualized Value	Disposal Fee/Ton	Est. Annualized Value
1	Solid Waste	65000	\$41.19	\$2,677,350.00	\$45.00	\$2,925,000.00
2	Commingled Waste	18000	\$37.00	\$666,000.00	\$40.00	\$720,000.00
3	C&D Debris	6500	\$37.00	\$240,500.00	\$42.00	\$273,000.00
1,2, & 3	<b>Total Disposal Cost</b>			\$3,583,850.00		\$3,918,000.00
4	Program Recyclables	7500	No Bid	\$0.00	No Bid	\$0.00
			0%		0%	
	<b>Total Low Bid (Disposal Services - Program Recyclables)</b>			\$3,583,850.00		

**Notes:**  
Highlighted Fields indicate low bidder for each service under contract method #2

**Contract Method #3 - Comprehensive Services**

Line	Disposal Services	Est. Annual Tons	Vendor A		Vendor B	
			Disposal Fee/Ton	Est. Annualized Value	Disposal Fee/Ton	Est. Annualized Value
1	Solid Waste	65000	\$0.00	\$0.00	\$0.00	\$0.00
2	Commingled Waste	18000	\$0.00	\$0.00	\$0.00	\$0.00
3	C&D Debris	6500	\$0.00	\$0.00	\$0.00	\$0.00
1,2, & 3	<b>Total Disposal Cost</b>			\$0.00		\$0.00
4	Program Recyclables	7500	\$0.00	\$0.00	\$0.00	\$0.00
			0%		0%	
	<b>Total Low Bid (Disposal Services - Program Recyclables)</b>			\$0.00		\$0.00

**Notes:**  
Highlighted Field indicate low bidder for all services under contract method #3

**Award Recommendation**

Contract Method #1 = \$3,665,085  
 Contract Method #2 = \$3,583,850  
 Contract Method #3 = N/A  
**Award Recommendation** - Contract Method #2 being the lowest total cost option for the City

Line	Recommended for Award
1	Progressive
2	Progressive
3	Progressive
4	NO BID

# The City of Deerfield Beach, FL Bid Summary

## Bid Information

**Bid Creator** Ivelsa Guzman Purchasing Manager  
**Email** iguzman@deerfield-beach.com  
**Phone** (954) 480-4486  
**Fax** (954) 480-4388  
  
**Bid Number** 2017-18/13 Addendum 5  
**Title** Solid Waste Disposal and Recyclables Services  
**Bid Type** ITB (Commodity)  
**Issue Date** 12/15/2017 10:00 AM (ET)  
**Close Date** 2/2/2018 02:00:00 PM (ET)

## Contact Information

**Address** 401 SW 4th St.  
 Deerfield Beach, FL 33441  
**Contact** Ivelsa Guzman Purchasing Manager  
**Department** Purchasing Division  
**Building** A  
**Floor/Room** 2nd  
**Telephone** (954) 480-4486  
**Fax** (954) 480-4388  
**Email** iguzman@deerfield-beach.com

## Ship to Information

**Address** 401B SW 4th Street  
 Deerfield Beach, FL 33441  
**Contact** Chad Grecsek  
**Department** Sustainable Management  
**Building**  
**Floor/Room**  
**Telephone** 1 (954) 420-5568  
**Fax** 1 (954) 571-4573  
**Email**

## Invited Suppliers

Supplier Name	Contact Name	City, State	Invitation Email	Invite Type
ABC transfer inc	Carolina Bentancor	Clewiston, FL	Bids@abctransferinc.com	Manual
Bergeron Land Development, Inc.	Chad Widup	Fort Lauderdale, FL	cwidup@bergeroninc.com	Manual
Broward County (Broward County Board of Commissioners)		Fort Lauderdale, FL	drockfeld@broward.org	Manual
Eastern Waste Systems, Inc.	Angelo Marzano	Pompano Beach, FL	amarzano@easternwaste.com	Manual
Progressive Waste Solutions of FL, Inc.	Carlos Verney	Fort Lauderdale, FL	damian.ribar@progressivewaste.com	Manual
Raynor Shine Services, LLC	Heidi Raynor	Apopka, FL	hraynor@goraynorshine.com	Manual
SWS Environmental Services (Progressive Environmental Services, Inc.)	Jeffry Peleg	Fort Lauderdale, FL	jeffry.peleg@swsenvironmental.com	Manual
TAG Grinding Services, Inc.	A. F. Sonny Armond	Marietta, GA	armondii@aol.com	Manual
Waste Management Inc of Florida	John Albert	Pompano Beach, FL	jalbert@wm.com	Manual
Waste Management Inc. of Florida		Pompano Beach, FL	lpace@wm.com	Manual

## External Invitations

Invite Date	Email	Status
12/15/2017 10:00 AM (ET)	japepitone@wsii.us	Invitation Sent
12/19/2017 08:24 AM (ET)	Jackson.Strong@advanceddisposal.com	Invitation Sent
12/15/2017 10:00 AM (ET)	jason.pepitone@progressivewaste.com	Invitation Sent
12/19/2017 08:22 AM (ET)	Jackson.Strong@advanceddisposal.com	Invitation Sent

## Bid Notes

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.

## Bid Activities

Date	Name	Description
1/30/2018 01:00 PM (ET)	Last Day the City Will Issue Addenda	Addenda be released via the eProcurement Marketplace when necessitated. This the last date and time the City will issue an addendum.



## Bid Messages

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### Bid Attachments

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The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	1813 Addendum 3 Solid Waste Disposal Recyclables Processing Services.pdf	Addendum 3 Solid Waste Disposal Recyclables Processing Services
Header	1813 Attachment A References.docx	Attachment A References
Header	1813 Attachment B - Statement of No Bid.docx	Attachment B - Statement of No Bid
Header	1813 Attachment C - Performance Bond.pdf	Attachment C - Performance Bond
Header	1813 Attachment D - Bid Bond.pdf	Attachment D - Bid Bond
Header	Exhibit A - Recycling Processing Services Contract.pdf	Exhibit A - Recycling Processing Services Contract

### Bid Attachments Requested

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The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Executive Summary : Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.
2	YES	Experience and Qualifications : Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required.
3	YES	Financial Plan, Capital, and Capabilities : Submit financial audits and statements performed internally, or when available by an external auditor or accountant for the past two reporting years. Demonstrate your financial soundness and history of meeting financial obligations. Provide a general description of their financial condition and identify any conditions (e.g. bankruptcy, pending litigation, impending mergers) that may affect your firm's ability to perform and/or complete the work.
4	YES	Proof of Insurability : Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.
5	YES	Copies of Applicable Licenses and Certifications : Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.
6	NO	Local Business Tax Receipt : Submit a copy of your firms local business tax receipt for the principal place of business.
7	NO	Certified Business Entity (CBE) Certification : Submit a copy of your firms CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 21.

- 8 YES Attachment A – References : Bidders shall complete this form and provide it with their Response Attachments. The service description should include the dates services were provided, the types of materials handled, annual tonnage, and annual cost of services. If available, such references should be representatives of Florida jurisdictions to which the Bidder is currently providing, or has provided, the services within the last five (5) years.

### Bid Attributes

#	Name	Note	Response
1	Addendum #5	Issued to allow for a no bid option at the line item package level and remove mandatory line item pricing within the package to meet the intent of the ITB per Section II - Evaluation and Award Procedures, Item # 2. The closing date was also extended to Friday, February 2 at 2:00 PM.	Display
2	Addendum #4	<p>This Addendum #4 is issued to clarify and correct the answers provided in Addendum #3 on 01/25/18 concerning the questions received regarding the Bid Bond.</p> <p>No modifications are permitted on page 1 of the Bid Bond form. Given the publishing date of the Bid Bond form, the City will accept attestations to the corporate surety on the Bid Bond from corporate representatives other than the Corporate Secretary. However, the person executing the Bid Bond on behalf of the Surety must have the authority to bind the Surety to the obligations set forth in the Bid Bond. Documentation of such authority shall be provided with the Bid Bond in accordance with Section IV, paragraph 2(b) of the ITB.</p>	Display
3	Addendum #3	Issued to make additions, deletions and revisions to the ITB document: (under Section IV - Special Terms and Conditions, Item #2 (b)/Words, Letters and Numbers - Bold and Underlined are added/Words and Letters - Struck Through are deleted), extend the ITB closing date and time to January 31 at 4:00 pm to allow the Bidders more time to submit a response and answer two additional questions submitted.	Display
4	Addendum #2	Issued to add Attachment C - Performance Bond Form, Attachment D - Bid Bond Form	Display
5	Addendum #1	Issued to answer questions submitted, add Exhibit A- Recycling Processing Services Contract, Revised language on Section V - Insurance Requirements 1 (b).	Display

Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Required

In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Valid Responses: [Please Select], Yes, No

7 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

Required

8 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation;
2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not a collusive or sham response;
4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

Required

- 9 Convicted / Suspended / Discriminatory / Complaints Vendor Lists An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. Required
- A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list.
- FLORIDA DEPARTMENT OF MANAGEMENT SERVICES:  
 Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes]  
 Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code)  
 Discriminatory Vendor List  
 Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code.  
 Vendor Complaint List (end list)
- Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.
- 10 Local Vendor Affirmation 1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations. Required
- Valid Responses: [Please Select], I am a local vendor with no derogatory history, I am a local vendor but have a derogatory history, I am not a local vendor.
- 11 Certified Business Entity Affirmation 1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 20 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations. Required
- Valid Responses: [Please Select], I am a DBE with no derogatory history , I am a DBE but I have a derogatory history , I am not a Disadvantaged Business Entity

12 Ethics Code Disclosure	<p>Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information:</p> <p>a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company):</p> <p>b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable:</p> <p>c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation:</p> <p>IF ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)</p> <p>Valid Responses: [Please Select], Not Applicable, At least one of the statements is applicable</p>	Required
13 Litigation, Arbitration, and Claims or Liens against Bonds	<p>As a prerequisite for qualification, the following shall apply:</p> <p>1) Contractor shall not be involved in current/pending or past litigation/arbitration over the last five (5) years, which, in the opinion of the City, is likely to have a material negative impact on their ability to execute this project. 2) Contractor shall not, in the opinion of the City, display an undesirable pattern of litigation with owners over construction matters. 3) Contractor shall not have had a claim against its bonding company in the last five (5) years wherein the bonding company was required to take over and complete the project or pay outstanding liens on the project.</p>	Required
14 Completing the Statements of Qualification	<p>All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.</p>	Display
15 Individuals with legal authority to contract	<p>In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business.</p> <p>IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.</p>	Required
16 Compliance with Florida Factitious Name Statute	<p>If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.</p>	Display
17 Former Business Names	<p>Under what other former names has your organization or principals holding at least 30% interest operated?</p>	Required

18	Years of Experience	How many years has your company been in business providing the products and services that are subject to this solicitation?	Required
19	References	Please confirm you have provided your references on the attached reference sheet. References will be checked and complete and accurate contact information is required.	Required
20	Licenses and Certifications	I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals.	Required
21	Use of Subcontractors	Will you be using any subcontractors? Valid Responses: [Please Select], Yes, No	Required
22	List of Subcontractors	If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program.	Required
23	Default and Non-Performance History	Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.	Required
24	Criminal Litigation History	Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?	Required
25	Conflicts of Interest	Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.	Required
26	Litigation, Arbitration, and Claims or Liens against Bonds	As a prerequisite for qualification, the following shall apply: 1) Contractor shall not be involved in current/pending or past litigation/arbitration over the last five (5) years, which, in the opinion of the City, is likely to have a material negative impact on their ability to execute this project. 2) Contractor shall not, in the opinion of the City, display an undesirable pattern of litigation with owners over construction matters. 3) Contractor shall not have had a claim against its bonding company in the last five (5) years wherein the bonding company was required to take over and complete the project or pay outstanding liens on the project.	Required

Line Items

#	Qty	UOM	Description	Response
1	1.0000		Contract Method #1 - Individual Disposal Services	Price (Optional)
Package Line Items:				
#	Qty	UOM	Description	Response
1.1	1.0000	Disposal Fee/Ton	Solid Waste Disposal Service Fee	Price (Optional)
Supplier Notes:				
1.2	1.0000	Disposal Fee/Ton	Commingled Waste Disposal Service Fee	Price (Optional)
Supplier Notes:				
1.3	1.0000	Disposal Fee/Ton	C&D Debris Disposal Service Fee	Price (Optional)
Supplier Notes:				
1.4		Percentage	Program Recyclables Revenue Share Percentage	Price (Optional)
Supplier Notes:				
2	1.0000		Contract Method #2 - Combined Disposal Services	Price
Package Line Items:				
#	Qty	UOM	Description	Response
2.1	1.0000	Disposal Fee/Ton	Solid Waste Disposal Service Fee	Price (Optional)
Supplier Notes:				
2.2	1.0000	Disposal Fee/Ton	Commingled Waste Disposal Service Fee	Price (Optional)
Supplier Notes:				



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2.3	1.0000	Disposal Fee/Ton	C&D Debris Disposal Service Fee	Price (Optional)
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Supplier Notes:

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2.4		Percentage	Program Recyclables Revenue Share Percentage	Price (Optional)
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Supplier Notes:

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3	1.0000		Contract Method #3 - Comprehensive Services	Price
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Package Line Items:

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#	Qty	UOM	Description	Response
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3.1	1.0000	Disposal Fee/Ton	Solid Waste Disposal Service Fee	Price (Optional)
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Supplier Notes:

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3.2	1.0000	Disposal Fee/Ton	Commingled Waste Disposal Service Fee	Price (Optional)
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Supplier Notes:

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3.3	1.0000	Disposal Fee/Ton	C&D Debris Disposal Service Fee	Price (Optional)
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Supplier Notes:

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3.4		Percentage	Program Recyclables Revenue Share Percentage	Price (Optional)
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Supplier Notes:

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## 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:

<b>Material Stream</b>	<b>FY2014 Tons</b>	<b>FY2015 Tons</b>	<b>FY2016 Tons</b>
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
<b>Total Materials</b>	<b>65,682</b>	<b>66,901</b>	<b>102,179</b>

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 Administrator 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.

**a. 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.

**b. 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.

**c. 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.

**d. 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.

**e. 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 15<sup>th</sup> 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.

## COMPETITIVE SOLICITATION VENDOR REFERENCE CHECKLIST

**Prepared By:** Ivelsa Guzman, Purchasing Manager

**Proposer's Name:** Progressive Waste Solutions of Florida DBA Waste Connections of Florida

**Project Name:** Solid Waste Disposal and Recyclables Processing Services

**Project Number:** ITB #2017-18/13

Vendor Search Locations	Start Date	Findings	Completed
<a href="#">Convicted Vendor List</a>	2/5/18	Not listed under this search as of revised date of 5/31/17.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<a href="#">Suspended Vendor List</a>	2/5/18	Not listed under this search.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<a href="#">Broward County Criminal Courts</a>	2/5/18	Not listed under this search.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<a href="#">Miami-Dade County Criminal Courts</a>	2/13/18	Not listed under this search.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<a href="#">Palm Beach County Criminal Courts</a>	2/13/18	Not listed under this search.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<a href="#">Sunbiz</a>	2/13/18	Registered Agents Listed: Patrick Shea	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<a href="#">Federal Excluded Parties List</a>	2/13/18	Not listed under this search.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<a href="#">Florida Department of Business and Professional Regulations</a>	2/13/18	Not required	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Name of Reference	Start Date	Completed
City of Hallandale Beach	2/5/18	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
City of Hollywood	2/5/18	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
City of Hialeah	2/5/18	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Miami Dade	2/20/18	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A



**Solid Waste Disposal & Recyclables Processing Services  
ITB #2017-18/13**

**Progressive Waste Solutions of FL  
D/B/A Waste Connections of Florida**

**Attention: Mr. James Simmons, Sanitation Superintendent**  
**jsimmons@cohb.org**

You were listed you as a business reference for the above firm. Please assist us in evaluating their past performance. Please sign and date the questionnaire and return ASAP. Thank you.

You may fax or e-mail your response to:

**Sandra Francis, Administrative Assistant, Purchasing & Contracting Administration Division**  
**E-mail: [sfrancis@deerfield-beach.com](mailto:sfrancis@deerfield-beach.com) or Fax: (954) 480-4388**

Please use the following rating scale to answer the questions:

**Ratings: 1 Exceptional, 2 Good, 3 Acceptable, 4 Poor, 5 Not Acceptable**

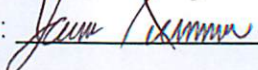
1. Rate the level of commitment of the Contractor when performing the work. 1
2. Rate the competency and accessibility of the personnel performing the work. 1
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 2
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 1
5. Rate the Contractor's ability to meet deadlines. 1
6. Rate the Contractor's ability to complete punch list items. 2
7. Rate the Contractor's concern for "green" cost saving programs. 2
8. Rate the Contractor's commitment to safety. 1
9. Rate the level of comfort and confidence you had in the contractor during the project. 2
10. Rate the overall performance of the contractor. 1

Additional comments:

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Name: James Simmons  
(Please print)

Signature: 

Title: DPW Superintendent

Date: Feb 5, 2018



**Solid Waste Disposal & Recyclables Processing Services  
ITB #2017-18/13**

**Progressive Waste Solutions of FL  
D/B/A Waste Connections of Florida**

**Attention: Mr. Charles Lassiter, Asst. Solid Waste Director**  
**classiter@hollywoodFL.org**

You were listed you as a business reference for the above firm. Please assist us in evaluating their past performance. Please sign and date the questionnaire and return ASAP. Thank you.

You may fax or e-mail your response to:

**Sandra Francis, Administrative Assistant, Purchasing & Contracting Administration Division**

**E-mail: [sfrancis@deerfield-beach.com](mailto:sfrancis@deerfield-beach.com) or Fax: (954) 480-4388**

Please use the following rating scale to answer the questions:

**Ratings: 1 Exceptional, 2 Good, 3 Acceptable, 4 Poor, 5 Not Acceptable**

1. Rate the level of commitment of the Contractor when performing the work. 2
2. Rate the competency and accessibility of the personnel performing the work. 2
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 2
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 1
5. Rate the Contractor's ability to meet deadlines. 2
6. Rate the Contractor's ability to complete punch list items. 2
7. Rate the Contractor's concern for "green" cost saving programs. 2
8. Rate the Contractor's commitment to safety. 2
9. Rate the level of comfort and confidence you had in the contractor during the project. 2
10. Rate the overall performance of the contractor. 2

Additional comments:

Contractor provides solid waste disposal services and recycling processing for the City of Hollywood. No issues at receiving facilities and processing payments are always timely. Vendor assumed the remaining terms of the previous recycling processing vendor and there have been no issues.

Name: Charles Lassiter  
(Please print)

Title: Interim Assistant Public Works Director

Signature: 

Date: February 15, 2018





**Solid Waste Disposal & Recyclables Processing Services  
ITB #2017-18/13**

**Progressive Waste Solutions of FL  
D/B/A Waste Connections of Florida**

**Attention: Ms. Yasmani Diaz, Acting Superintendent**  
**ydiaz@hialeahfl.gov**

You were listed you as a business reference for the above firm. Please assist us in evaluating their past performance. Please sign and date the questionnaire and return ASAP. Thank you.

You may fax or e-mail your response to:

**Sandra Francis, Administrative Assistant, Purchasing & Contracting Administration Division**  
**E-mail: [sfrancis@deerfield-beach.com](mailto:sfrancis@deerfield-beach.com) or Fax: (954) 480-4388**

Please use the following rating scale to answer the questions:

**Ratings: 1 Exceptional, 2 Good, 3 Acceptable, 4 Poor, 5 Not Acceptable**

1. Rate the level of commitment of the Contractor when performing the work. 1
2. Rate the competency and accessibility of the personnel performing the work. 2
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 2
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 2
5. Rate the Contractor's ability to meet deadlines. 2
6. Rate the Contractor's ability to complete punch list items. 2
7. Rate the Contractor's concern for "green" cost saving programs. N/A
8. Rate the Contractor's commitment to safety. 1
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the contractor. 3

Additional comments:

The contractor has been efficient on the garbage collection, however on the monthly schedule residential bulk waste struggles at times on completing certain routes.

Name: Yasmani Diaz  
(Please print)

Title: Superintendent

Signature: 

Date: 2/19/18



**Solid Waste Disposal & Recyclables Processing Services  
ITB #2017-18/13**

**Progressive Waste Solutions of FL  
D/B/A Waste Connections of Florida**

**Attention: Mr. Paul Mauriello, Deputy Director of Solid Waste  
mauriel@miamidade.gov**

You were listed you as a business reference for the above firm. Please assist us in evaluating their past performance. Please sign and date the questionnaire and return ASAP. Thank you.

You may fax or e-mail your response to:

**Sandra Francis, Administrative Assistant, Purchasing & Contracting Administration Division**  
E-mail: [sfrancis@deerfield-beach.com](mailto:sfrancis@deerfield-beach.com) or Fax: (954) 480-4388

Please use the following rating scale to answer the questions:

**Ratings: 1 Exceptional, 2 Good, 3 Acceptable, 4 Poor, 5 Not Acceptable**

1. Rate the level of commitment of the Contractor when performing the work. 1
2. Rate the competency and accessibility of the personnel performing the work. 1
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 1
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 1
5. Rate the Contractor's ability to meet deadlines. 1
6. Rate the Contractor's ability to complete punch list items. 1
7. Rate the Contractor's concern for "green" cost saving programs. 5
8. Rate the Contractor's commitment to safety. 1
9. Rate the level of comfort and confidence you had in the contractor during the project. 1
10. Rate the overall performance of the contractor. 1

Additional comments:

Progressive Waste (now Waste Connections) is an excellent partner of Miami-Dade County Department of Solid Waste Management. They are our largest waste disposal customer and also collect our recyclables. My experience with this firm has been excellent. Their staff is second to none.

Name: Paul Mauriello

Signature: 

Date: 2-19-18