

CITY OF CORAL SPRINGS, FLORIDA

INVITATION TO BID

SUBMIT BID TO:

PURCHASING DIVISION
MUNICIPAL COMPLEX
9500 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065

BIDDER ACKNOWLEDGMENT

- GENERAL CONDITIONS -

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF CORAL SPRINGS. THE CITY OF CORAL SPRINGS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 5 inclusive of the Invitation to Bid as well as any special instructions if applicable.

INSTRUCTIONS TO BIDDERS:

BID TITLE RECYCLABLE MATERIALS PROCESSING

1. DEFINED TERMS

BID NO.: 18-A-052F

1.1 Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to CITY, as distinct from a sub-bidder who submits a Bid to the Bidder. The term "Successful Bidder" means the most responsible and responsive Bidder to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the CITY of Coral Springs, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, Instructions to Bidders, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, if required, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

BIDS WILL BE OPENED 2:00 P.M. (EST), April 4, 2018 and may not be withdrawn during the 90 calendar days following such date and time.

PURCHASING AGENT (NAME & TELEPHONE NO.):

Angelo Salomone, (954) 344-1100

CORRECT LEGAL NAME OF BIDDER:

2. COPIES OF BIDDING DOCUMENTS

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

2.1 Complete sets of Bid Documents must be used in preparing Bids. CITY does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. CITY, in making copies of Bid Documents available does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.

TITLE:

3. QUALIFICATIONS OF BIDDERS

TYPED/PRINTED NAME OF AUTHORIZED AGENT:

3.1 No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed responsible or unreliable by the CITY.

ADDRESS:

3.2 As part of the Bid evaluation process, CITY may conduct a background investigation including a record check by

PHONE NO: ( )
FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER:

certify that this Bid acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to

the Coral Springs Police Department. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to such investigation. CITY shall be the sole judge in determining Bidder's qualifications.

#### 4. EXAMINATION OF BID DOCUMENTS

4.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the Bid Documents, and (d) notify CITY'S Purchasing Division of all conflicts, errors and discrepancies in the Bid Documents.

4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception, the Bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

#### 5. SPECIFICATIONS

5.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

5.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.

5.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his Bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the CITY. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to Bid standards.

#### 6. INTERPRETATIONS AND ADDENDA

6.1 To ensure fair consideration for all Bidders, CITY prohibits communication to or with any department, officer or employee during the submission process except as provided in Paragraph 6.2 below.

6.2 If the Bidder should be in doubt as to the meaning of any of the Bid documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Purchasing Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Purchasing Division in response to such questions will be issued in the form of written addenda, mailed to all parties recorded by CITY'S Purchasing Division as having received the Bid documents. The issuance of a written addendum by the Purchasing Division shall be the only official method whereby such an interpretation or clarification will be made.

#### 7. PRICES BID

7.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.

7.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

7.3 All applicable discounts shall be included in the Bid price for materials and services and will be considered as determining factors in recommending an award in case of tie Bids. Discounts extended to CITY shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.

7.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the Bid Form. Firm discounts and prices are to be quoted for the term of the Contract.

7.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the Bid will be firm for acceptance for a period of ninety (90) calendar days from the date of Bid opening unless otherwise stated by the CITY.

7.6 The Bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designed location within the City of Coral Springs.

#### 8. OCCUPATIONAL HEALTH & SAFETY

8.1 Bidder shall comply with all State and federal standards and requirements regarding the transport, use, installation, disposal, generation, and/or delivery of any toxic substance as defined therein.

#### 9. SUBMISSION OF BIDS

9.1 Bids shall be submitted at or before the time and at the place indicated in the Invitation to Bid and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior "BID FOR (PROJECT TITLE) THE CITY OF CORAL SPRINGS, FLORIDA, OPEN....(insert date given in Invitation to Bid) and shall state the name and address of the Bidder and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Division for the premature opening of a Bid not properly addressed and identified.

9.2 Bids must be typed or printed in ink. Use of erasable ink is not permitted. All blanks on the Bid Form must be completed. Names must be typed or printed below the signature. Facsimile Bids will not be accepted.

9.3 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, all Bidders should be aware that the Invitation to Bid and the responses thereto are in the public domain. However, the Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

9.4 All Bids received from Bidders in response to the Invitation to Bid will become the property of the City and will not be returned to the Bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the CITY.

9.5 The submitted Bid shall constitute a firm offer on the part of the Bidder to furnish the commodities and/or services requested.

10 BID FORMS

10.1 The Bid Form is included with the Bid Documents and must be used by the Bidder. Failure to do so may cause the Bid to be rejected. The forms must be submitted in good order and all blanks must be completed.

10.2 The Bid must be signed by one duly authorized to do so and in cases where the Bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Bid.

10.3 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

10.4 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11 MODIFICATION AND WITHDRAWAL OF BIDS

11.1 Bids must be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid date and time. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.

11.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence that there was a

material and substantial mistake in the preparation of its Bid, or that the mistake is clearly evident on the face of the Bid but the intended correct Bid is not similarly evident, then Bidder may withdraw its Bid and the Bid Security will be returned.

12. REJECTION OF BIDS

12.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Bids, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

12.2 CITY reserves the right to reject the Bid of any Bidder if CITY believes that it would not be in the best interest of CITY to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

12.3 More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

12.4 The foregoing reasons for rejection of Bids are not intended to be exhaustive.

13. OPENING OF BIDS

13.1 Bids will be opened publicly on the date and at the location and time specified in the Invitation to Bid. Bids will be read aloud and an abstract of the amount of the base Bids will be made available after the opening of the Bid.

14. BIDS TO REMAIN OPEN

14.1 All bids shall remain open for ninety (90) calendar days after the day of the Bid opening, but CITY may, at its sole discretion, release any Bid and return the Bid Security prior to that date.

14.2 Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual written agreement between the CITY, the successful Bidder and the surety, if any, for the successful Bidder.

15. AWARD OF CONTRACT

15.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base Bid whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY and not necessarily to the lowest Bidder.

15.2 Criteria utilized by CITY for determining the most responsible and responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder.
- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the Contract promptly or within the time specified without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the commodities or services.
- (f) Price.

15.3 If applicable, the Bidder to whom award is made shall execute a written Contract prior to award by the City Commission. If the Bidder to whom the first award is made fails to enter into a Contract as herein provided, the Contract may be let to the next lowest Bidder who is responsible and responsive in the opinion of the CITY.

16. OPEN-END CONTRACT

16.1 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end Contract. Estimated quantities will be used for Bid comparison purposes only. The CITY reserves the right to issue purchase orders as and when required, or, issues a blanket purchase order for individual agencies and release partial quantities or any combination of the proceeding.

16.2 **ORDERING:** The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a short period than the delivery time specified in the Contract, and if the seller is unable to comply therewith, the CITY reserves the right to obtain such delivery from others without penalty or prejudice to the CITY or to the Bidder.

16.3 **CONTRACT PERIOD:** The initial Contract period shall start with the expiration date of the previous Contract or date of award, whichever is latest, and shall terminate two (2) years from that date. The CITY may renew this Contract for two (2) two (2) year periods subject to Bidder acceptance, satisfactory performance, and determination that renewal will be in the best interest of the CITY. All prices, terms and conditions shall remain firm for the initial period of the

Contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.

17. INSURANCE

17.1 The insurance requirements contained in this Bid represent the minimal protection necessary for the CITY as determined by the CITY's Risk Management Coordinator. The successful Bidder shall be required to provide proper proof of issuance to the Purchasing Division prior to award. No award will be recommended until a written determination is made by CITY's Risk Management Coordinator that the proof of insurance submitted by the Bidder is acceptable from a Risk Management perspective. Further modification of the requirements may be made at the sole discretion of the CITY if circumstances warrant.

18. TAXES

18.1 The successful Bidder shall pay all applicable sales, consumer use, and other similar taxes required by law.

19. AUDIT RIGHTS

19.1 The CITY reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) year after completion and acceptance by the CITY. If required by the CITY, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the CITY. The successful Bidder shall allow the CITY to inspect, examine and review the records of the successful Bidder in relation to this contract at any and all times during normal business hours during the term of the Contract.

20. CONFLICT OF INTEREST

20.1 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the CITY or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

21. NON-COLLUSIVE AFFIDAVIT

21.1 Each Bidder shall complete the Non-Collusive Affidavit and include it with the Bid Form and shall submit this Form with the Bid. Failure of the Bidder to submit this document may be cause for rejection of the Bid.

22. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

22.1 The following is a summary of documents, copies of which may be included in the Bid documents, which are to be completed and submitted by Bidders:

- (a) Bidder acknowledgement.
- (b) Bid Form
- (c) Non-Collusive Affidavit

- (d) **Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder.**
- (e) **Qualification Statement, if required by the Special Conditions.**
- (f) **Bid Security, if required by the Special Conditions.**
- (g) **Certificate(s) of Insurance, if required by the Special Conditions.**
- (h) **Certification of Non-Segregated Facilities, if required by the Special Conditions.**



DATE: March 20, 2018

BID NUMBER: 18-A-052F

INVITATION TO BID

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as the CITY, will receive sealed Bids at the office of the Purchasing Administrator, Municipal Complex, 9500 West Sample Road, Coral Springs, Florida 33065, for:

RECYCLABLE MATERIALS PROCESSING

Sealed Bids must be received and time stamped by the Purchasing Administrator, either by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, April 4, 2018. A public opening will take place at or before 2:15 p.m. in the Sawgrass Room located at the Coral Springs Municipal Complex, 9500 West Sample Road, Coral Springs, Florida 33065 on the same date. Any bids received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

The CITY reserves the right to reject any or all bids, to waive any informalities or irregularities and technicalities not involving price, time or changes in the work, in any bid received, to re-advertise for bids or take any other such actions that may be deemed to be in the best interests of the CITY.

Angelo Salomone  
Purchasing Administrator

**BID 18-A-052F**  
**RECYCLABLE MATERIALS PROCESSING**

**INSTRUCTIONS TO BIDDERS**

**1. SCOPE OF SERVICES**

See Attachment "A".

**2. MINIMUM REQUIREMENTS FOR BIDDERS**

**3.1** In order to be considered for award of contract as a result of this Invitation to Bid, Bidders must meet the following minimum requirements:

**3.1.1** Bidders must meet minimum experience requirements as a prime contractor under the current company name including a successful record of processing Program Recyclables (\$1.0 million in total value or over) in each of the last five (5) years.

**3.1.2** At a minimum, the Bidder shall have in place and currently operate the RMPF and any associated transfer facility meeting the following requirements:

- Bidder currently accepts a minimum of 30,000 tons per year of Program Recyclables;
- Currently accept process and market Program Recyclables delivered in a Single-Stream manner;
- Currently accept Program Recyclables from a variety of different trucks normally used for the collection and/or transport of Recyclable Materials including but not limited to side-loaders, rear-loading packers, roll-off, tilt-bed, and front-load vehicles. Accept Program Recyclables at the Recovered Materials Processing Facility (RMPF) or Transfer Facility.
- Currently provide an average turn-around time no more than thirty (30) minutes for collection vehicles delivering recyclable materials to the facility, subject to weather condition or other Force Majeure events;
- Have in place covered areas for receiving, sorting, and processing Program Materials and storage and shipping areas for recovered materials.
- Have in place a certified scale, tested and calibrated at least annually, by an independent contractor/scale company.

**3.2** Bidder shall have an established and operating RMPF or licensed Transfer Facility within 30 miles of the City Hall, 9500 West Sample Road.

**3.3** Bidder shall provide list of market outlets that currently receive processed materials (2016-17) and evidence of intention to continue reception of the materials.

3.4 Bidder shall demonstrate ability to secure performance bond for the projected net revenue from the sale of City Program Recyclables.

3. CONTRACT TERM

4.1 The contract shall begin on July 3 2018 and terminate on January 2, 2021. The contract may be renewed by mutual agreement of both parties for an additional thirty (30) month term.

5. APPLICABLE LAWS, ORDINANCE, RULES, CODES AND REGULATIONS

5.1 Familiarity with Laws: Notice is hereby given that the Successful Bidder must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance therewith. The CITY is providing the following list of references for the convenience of the bidder. These requirements may apply under the appropriate circumstance. Inclusion herein does not constitute any waiver by the CITY or any admission or agreement that these laws, orders or rules actually apply to this project. Moreover, the list is not intended to be inclusive and omission shall not be a defense for a Bidder's, Contractor's or Sub-contractor's failure to comply with applicable laws, ordinances, rules, codes or regulations:

5.1.1 Non-Segregated Facilities: The Successful Bidder and each sub-contractor shall comply with the Certification of Non-Segregated Facilities supplied in the Bid Documents and this Certification shall be a part of the Bid Documents. By submission of a bid, the bidder and all sub-contractors certifies that Bidder has become familiar with the certification and that he will comply with the requirements set forth in the Certification.

5.1.2 Nondiscrimination and Equal Opportunity Employment: During the performance of the Contract, the Successful Bidder agrees as follows:

- (a) The Successful Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Successful Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading; demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Successful Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the



contracting officer setting forth the provisions of this nondiscrimination clause.

- (b) In the event of the Successful Bidder's noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part without liability to CITY.

6. BID FORM

- 6.1 This Bid Form, together with the Invitation to Bid, the Instructions to Bidders, constitutes an offer from the Bidder. If any or all parts of the Bid are accepted by the City of Coral Springs, an authorized officer of the City shall affix his/her signature hereto and this document, together with the Invitation to Bid, the Instructions to Bidders, any Drawings, Plans and Specifications issued prior to the execution of this Bid Form, and any Purchase Order issued by the City after execution of this Bid Form, shall constitute the written agreement between the parties and shall together comprise the Contract Documents. The Contract Documents are complimentary and what is required by one shall be as binding as if required by all.

7. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

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

8. ENVIRONMENTAL REGULATIONS

- 8.1 City reserves the right to consider Bidders past 5 year (beginning January 2013) history of citations and/or violations of environmental regulations for recycling operations in determining a Bidders responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination. Bidder shall submit with the Proposal a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify City immediately of notices of any citation or violation, which Bidder may receive after the bid opening date and during the time of performance of any contract awarded to bidders.

9. PAYMENT AND PERFORMANCE BONDS

9.1 Within Fifteen (15) calendar days after the Contract Award, but in any event prior to commencing work, the Successful Bidder shall execute and furnish to CITY a performance bond and a payment bond each in the amount of \$500,000, each 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 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  
Financial size - VIII

9.2 Two (2) separate bonds are required and both must be approved by the CITY. The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of the contract. The performance bond shall be conditioned that the Successful Bidder performs the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Successful Bidder promptly make payments to all persons who supply the Successful Bidder with labor, materials and supplies used directly or indirectly by the Successful Bidder in the prosecution of the work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said contract which the CITY may be required to make under the law.

9.2 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

10. INSURANCE

10.1 Prior to Award and in any event prior to commencing work, the Successful Bidder shall provide CITY with certified copies of all insurance policies providing coverage as required by these Special Conditions.

10.2 The Successful Bidder shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

- (a) Professional Liability Insurance in an amount not less than \$2,000,000.
- (b) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Bidder engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Bidder shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- (c) Comprehensive General Liability Insurance with the following minimum limits of liability:

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$ 2,000,000 Combined Single Limit, Bodily Injury and Property  
Damage Liability per occurrence

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
  
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

- (d) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Bidder in the performance of the work with the following minimum limits of liability:

\$ 2,000,000 Combined Single Limit, Bodily Injury and Property  
Damage Liability per occurrence

10.3 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT.

INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

- 10.4 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

- 10.5 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.
- 10.6 The Successful Bidder shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.
- 10.7 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY'S actual notice of such an event.
- 10.8 The Successful Bidder shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 10.9 The Successful Bidder agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of CITY.
- 10.10 Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Bidder shall thereupon cease and terminate.

## 11. INDEMNIFICATION

- 11.1 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Bidder shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Bidder or his subcontractors, agents,

officers, employees or independent contractors pursuant to or in the performance of the Contract.

- 11.2 The Successful Bidder shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 11.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Bidder under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

## 12. NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

- 12.1 During the performance of the Contract, the Successful Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Successful Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Bidder(s) shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

## 13. TAXES

- 13.1 Successful Bidder shall pay all applicable sales, consumer use and other similar taxes required by law.

## 14. PERMITS, FEES AND NOTICES

- 14.1 Successful Bidder shall secure all permits and fees, licenses and charges necessary for the proper execution and completion of the work. The costs of all permits, fees, licenses and charges shall be included in the price proposal.

## 15. TERMINATION FOR CAUSE AND DEFAULT

- 15.1 In the event Successful Bidder shall default in any of the terms, obligations, restrictions or conditions in any of the Proposal documents, CITY shall give written notice by certified mail, return receipt requested to Successful Bidder 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 Successful Bidder has failed to correct the

conditions of default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case Successful Bidder shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

16. TERMINATION FOR CONVENIENCE OF CITY

16.1 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to Successful Bidder, CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for CITY's convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to Successful Bidder must state that the Contract is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, Successful Bidder shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

17. AUDIT RIGHTS

17.1 City reserves the right to audit the records of Successful Bidder at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by City. If required by City, Successful Bidder shall agree to submit to an audit by an independent certified public accountant selected by City. Successful Bidder shall allow City to inspect, examine and review the records of Successful Bidder at any and all times during normal business hours during the term of the contract.

18. ASSIGNMENT

18.1 Successful Bidder shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

18.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Bidder and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Bidder shall thereupon cease and terminate.

19. GOVERNING LAWS: This ITB/Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws thereof.

20. VENUE: Any litigation arising out of this ITB/Agreement shall be brought in the Seventeenth Judicial Circuit for Broward County, Florida.

21. ADDENDUM

- 21.1 An addendum, if needed, will be issued prior to the opening of bids. The intent of these addenda is to clarify, correct or change the scope of work and/or bidding documents. If a Bidder is on record with the Purchasing Division as having received the bid package, any addendums will be provided to the Bidder.
- 21.2 If a Bidder downloads the bid documents from the City website, the Purchasing Division must be notified of that download and the prospective Bidder's interest in submitting a bid on the project. If the City is not notified, the City will not be able to assure that any addenda issued after the bid is downloaded by the prospective Bidder is provided to the prospective Bidder. It is the responsibility of the Bidder to view the website to determine if any addenda have been issued, or to contact the Purchasing Division to determine if any addenda has been issued. In some cases, where the addendum has a direct effect on the scope of work or a change in the cost of the project, the omission of the signed addendum being returned with the bid submittal may cause the bid to be considered as non-responsive.

22. CONTRACT ADJUSTMENTS

- 22.1 The Contractor Processing and Marketing (P&M) Service Fee shall remain firm for the initial one (1) year of the five (5) year contract term. Cost increases in this fee in subsequent twelve (12) month periods shall be subject to adjustment only if increases occur in the industry. The increases will become effective at the end of that 12 month period. Such increases shall not exceed 5% or, whichever is greater, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease, in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the comparable month one year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least ninety (90) days prior to the twelve (12) month period. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or the industry costs decline, the CITY shall receive, from the Contractor, a reduction in costs, in accordance with the terms and conditions for adjustments detailed above.

23. AWARD OF CONTRACT

- 23.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY and not necessarily to the lowest Bidder.
- 23.2 Criteria utilized by CITY for determining the most responsible and responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder.
- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the Contract promptly or within the time specified without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the commodities or services.
- (f) Price.

23.3 If applicable, the Bidder to whom award is made shall execute a written Contract prior to award by the City Commission. If the Bidder to whom the first award is made fails to enter into a Contract as herein provided, the Contract may be let to the next lowest Bidder who is responsible and responsive in the opinion of the CITY.



**BID FORM FOR RECYCLABLE MATERIALS PROCESSING  
BID NO. 18-A-052F**

SUBMITTED TO: City of Coral Springs  
Municipal Complex  
9500 West Sample Road  
Coral Springs, Florida 33065

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY to perform all work as specified in the Bid Documents for the price(s) and within the time indicated in this Bid, and in accordance with the terms and conditions of the Bid Documents.
2. Bidder accepts and hereby incorporates by reference in this Bid Form all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those pertaining to the disposition of Bid Security.
3. Bidder has examined the site of the project and has become fully informed concerning the local conditions, and nature and extent of work. Bidder has examined the indemnification and liquidated damages provisions, if any, and the bond and insurance requirements of the bid, and accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.
4. Bidder has given the Purchasing Administrator written notice of all conflicts, errors or discrepancies that it has discovered in the Bid and/or Contract documents and the written resolution thereof by the Purchasing Administrator is acceptable to Bidder.
5. Bidder proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision for the work described as follows:

**RECYCLABLE MATERIALS PROCESSING**

6. Bidder will complete the work for the following price(s):  
  
Program Recyclables Revenue Share to City: \_\_\_\_\_%
7. The undersigned Bidder will extend the same prices, terms and conditions to other government agencies located in the State of Florida during the period covered by this contract and any extensions, if required. \_\_\_\_\_ Yes \_\_\_\_\_ No
8. Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Invitation to Bid:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

9. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO BIDDERS PRIOR TO SUBMITTING YOUR BID TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.
10. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.
11. Communications concerning this Bid shall be addressed to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

12. The following documents are attached to and made as a condition to this Bid:
- (a) Bidder's certification
  - (b) Certified resolution (corporation, partnerships)
  - (c) Certificate(s) of insurance
  - (d) Non-collusive affidavit
  - (e) Bidder's qualification statement
  - (f) Bidder's Foreign (Non-Florida) corporate statement
  - (g) References
  - (h) Certification of Nonsegregated Facilities
  - (i) Bid security, if required by the Instructions to Bidders

BIDDER'S CERTIFICATION

WHEN BIDDER IS AN INDIVIDUAL

In witness whereof, the Bidder has executed this Bid Form this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

By: \_\_\_\_\_  
Signature of Individual/Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

ACKNOWLEDGEMENT

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or type as Commissioned)

BIDDER'S CERTIFICATION

WHEN BIDDER IS A CORPORATION, PARTNERSHIP OR FIRM

In witness whereof, the Bidder has executed this Bid Form this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed Name of Corporation,  
Partnership, Firm

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

(\_\_\_\_\_) \_\_\_\_\_  
Business Phone Number

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_,  
by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title) of \_\_\_\_\_  
\_\_\_\_\_ (Name of Company) who is personally known to me or  
who has produced \_\_\_\_\_ as identification and who did (did not) take an  
oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Commissioned)

**CERTIFIED RESOLUTION**

I, \_\_\_\_\_ (Name), the duly elected Secretary of \_\_\_\_\_  
\_\_\_\_\_ (Corporate Title), a corporation organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_, do hereby certify that the following Resolution was unanimously adopted and  
passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with  
law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT \_\_\_\_\_(Name)" The duly  
elected \_\_\_\_\_ (Title of Officer) of \_\_\_\_\_(Corporate Title)  
be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City  
of Coral Springs and such other instruments in writing as may be necessary on behalf of the said corporation;  
and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said  
corporation as its own acts and deeds. The secretary shall certify the names and signatures of those  
authorized to act by the foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall  
be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting  
from or growing out of honoring, the signature of any person so certified or for refusing to honor any  
signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or  
rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to  
act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 201\_\_.

(SEAL)

By: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporate Title

**NOTE:**

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed  
explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral  
Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by  
the corporation to do so in its behalf.

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ )

)ss.

County of \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, 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 attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

ACKNOWLEDGEMENT

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 201\_\_, by \_\_\_\_\_, who is personally known to me  
or who has produced \_\_\_\_\_ as identification and who did (did not) take an  
oath.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print,  
Stamp, or Type as Commissioned.)

**QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO:           City of Coral Springs  
                                  Purchasing Administrator  
                                  Municipal Complex  
ADDRESS:                 9500 West Sample Road  
                                  Coral Springs, Florida 33065

CIRCLE ONE

SUBMITTED BY: \_\_\_\_\_

Corporation  
Partnership  
Individual  
Other

NAME \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
                                  \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

FAX NO. \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

1.     State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: \_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_  
\_\_\_\_\_

2.     If Bidder is a corporation, answer the following:

- a.     Date of Incorporation: \_\_\_\_\_
- b.     State of Incorporation: \_\_\_\_\_
- c.     President's name: \_\_\_\_\_
- d.     Vice President's name: \_\_\_\_\_
- e.     Secretary's name: \_\_\_\_\_
- f.     Treasurer's name: \_\_\_\_\_



g. Name and address of Resident Agent:

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3. If Bidder is an individual or a partnership, answer the following:

a. Date of organization: \_\_\_\_\_

b. Name, address and ownership units of all partners:

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c. State whether general or limited partnership: \_\_\_\_\_

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

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5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

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a. Under what other former names has your organization operated?

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7. Indicate registration, license numbers or certificate numbers for the businesses or professions that are the subject of this Bid. Please attach certificate of competency and/or state registration.

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8. Do you have a complete set of documents, including drawings and addenda?  
(Y) \_\_\_\_\_ (N) \_\_\_\_\_
9. Have you personally inspected the site of the proposed work? \_\_\_\_\_ Yes \_\_\_\_\_ no
10. Did you attend the pre-bid conference if such conference was held? \_\_\_\_\_ (Y) \_\_\_\_\_ (N)
11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
13. State the name of the individual who will have personal supervision of the work:  
\_\_\_\_\_
14. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
15. State the name and address of attorney, if any, for the business of the Offeror:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Bidder's business and indicate the percentage owned of each such business and/or individual:

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17. State the names, addresses and the type of business of all firms that are partially or wholly owned by Bidder:

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18. Facility Details:

Location: \_\_\_\_\_  
\_\_\_\_\_

Scales (Date Certified): \_\_\_\_\_

Covered Areas: Processing: \_\_\_\_\_

Storage: \_\_\_\_\_

Tonnage processed 2016-2017 \_\_\_\_\_

19. Market Outlets

- Lists

- Future Commitments

- Market Sales: 2013 \_\_\_\_\_  
2014 \_\_\_\_\_  
2015 \_\_\_\_\_  
2016 \_\_\_\_\_  
2017 \_\_\_\_\_

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDED THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

\_\_\_\_\_  
Signature

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Commissioned)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
  
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
  - \_\_\_\_(a) Maintaining, defending, or settling any proceeding.
  - \_\_\_\_(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
  - \_\_\_\_(c) Maintaining bank accounts.
  - \_\_\_\_(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
  - \_\_\_\_(e) Selling through independent contractors.
  - \_\_\_\_(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
  - \_\_\_\_(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
  - \_\_\_\_(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
  - \_\_\_\_(i) Transacting business in interstate commerce.
  - \_\_\_\_(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
  - \_\_\_\_(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
  - \_\_\_\_(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
  - \_\_\_\_(m) Owning, without more, real or personal property.
  
- (3) The list of activities in subsection (2) is not exhaustive.
  
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is **NOT** a corporation:

- (I) \_\_\_\_\_ Partnership, Joint Venture, Estate or Trust
- (II) \_\_\_\_\_ Sole Proprietorship or Self-Employed

**NOTE:** This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

\_\_\_\_\_  
BIDDER'S CORRECT LEGAL NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT OF BIDDER

REFERENCES

In order to receive Bid Award consideration on the proposed bid, it is a requirement that the following "Information Sheet" be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

Bidder (company name): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_ ( ) \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Number of years in business: \_\_\_\_\_ Years

Proposed reception facility: \_\_\_\_\_

Proposed processing facility: \_\_\_\_\_

List three (3) companies or governmental agencies where these services have been provided in the last year:

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_ ( ) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Date Products Sold: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_ ( ) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Date Products Sold: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_ ( ) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Date Products Sold: \_\_\_\_\_

**CERTIFICATION OF NONSEGREGATED FACILITIES**

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (Please Type)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**FORM OF PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirement of Florida Statute 255.05, we, \_\_\_\_\_, as Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_, as Surety, are bound to the City of Coral Springs, Florida, as Obligee, hereinafter called OWNER, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No. \_\_\_\_\_, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ with OWNER for \_\_\_\_\_ in accordance with drawings (plans) and specifications prepared by \_\_\_\_\_ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND IS THAT IF THE CONTRACTOR:

1. Fully performs the Contract between the CONTRACTOR and the OWNER for construction of \_\_\_\_\_, within \_\_\_\_\_ calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
3. Upon notification by the OWNER, corrects any and all defective or faulty work or materials which appear within one (1) year after final acceptance of the work.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the OWNER elects, upon



determination by the OWNER and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein and those persons or corporations provided for in Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESS:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
(Signature and Title)

(CORPORATE SEAL)

\_\_\_\_\_  
(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Agent and Attorney-in-Fact

\_\_\_\_\_  
Printed name

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip Code)

Telephone No. \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, the undersigned Notary Public of the State of \_\_\_\_\_, the foregoing instrument was acknowledged by \_\_\_\_\_ (name of corporate officer), \_\_\_\_\_ (title), of \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand  
and official seal

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped name of Notary  
Public exactly as commissioned

- Personally known to me, or  
 Produced identification:

\_\_\_\_\_  
(type of identification produced)

- Did take an oath, or  
 Did not take an oath

Bonded by: \_\_\_\_\_

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that \_\_\_\_\_, who signed the Bond on behalf of the Principal, was then \_\_\_\_\_ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

\_\_\_\_\_  
(Name of Corporation)

**FORM OF PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, \_\_\_\_\_, as Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_, as Surety, are bound to the City of Coral Springs, Florida, as Obligee, hereinafter called OWNER, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No. \_\_\_\_\_, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, with OWNER for \_\_\_\_\_ in accordance with drawings (plans) and specifications prepared by \_\_\_\_\_ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND IS THAT IF THE CONTRACTOR:

1. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 225.05(1) supplying CONTRACTOR with all labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the Work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
  - 2.1 A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.
  - 2.2 A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

2.3 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESS:

\_\_\_\_\_  
Secretary  
  
(CORPORATE SEAL)

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Type Name & Title signed above)

IN THE PRESENCE OF;

\_\_\_\_\_  
  
\_\_\_\_\_

INSURANCE COMPANY:

By: \_\_\_\_\_  
Agent and Attorney-in-Fact

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip Code)

Telephone No.: ( ) \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned Notary Public of the State of \_\_\_\_\_, the foregoing instrument was acknowledged by \_\_\_\_\_ (name of corporate officer), \_\_\_\_\_ (title), of \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand  
and official seal

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped name of Notary Public exactly as  
commissioned

- Personally known to me, or
- Produced identification:

\_\_\_\_\_  
(type of identification produced)

- Did take an oath, or
- Did not take an oath

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Principal in the foregoing Payment Bond; that \_\_\_\_\_, who signed the Bond on behalf of the Principal, was then \_\_\_\_\_ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

\_\_\_\_\_  
(Name of Corporation)

**BID 18-A-052F**  
**RECYCLABLE MATERIALS PROCESSING**

**ATTACHMENT "A"**  
**SCOPE OF SERVICES**

**1. Definitions**

For the purpose of this Invitation for Bids 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.

**City** means the City of Coral Springs, Florida.

**City Commission** or **Commission** means the City Commission of the City of Coral Springs, Florida.

**Code** means the Code of Ordinances of the City of Coral Springs, Florida.

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

**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.

**Day** means one calendar day.

**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.

**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 recyclables 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.

**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.



**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 23 – Instructions to Bidders – Contract 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.

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

## 2. Introduction

The City of Coral Springs is inviting bids from qualified vendors to provide recyclables processing services as set forth herein.

### a. Current Services, Fees, and Tonnage

The current service provider is:

Material Stream	Service Provider	Tip Fee
Recyclables	Sun-Bergeron Solid Waste Services, JV	\$51.16 processing fee 45.01% revenue share with City

Material Stream	FY2015 Tons	FY2016 Tons	FY2017 Tons
Program Recyclables	7,746	7,946	8,037

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 governmental 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 thirty (30) mile driving distance from the City's municipal boundary.

**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 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.

### **c. 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.

### **d. 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 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 thirty (30) 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.

In an effort to minimize the contamination, the City will continue to educate residents through brochures, City Website with video links, and various outreach events (Earth Day, *Slice of the Springs* meetings, etc.). The City will make extensive use of social media opportunities: Facebook live, neighborhood posts, and related networks.

**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.

**BID 18-A-052F  
RECYCLABLE MATERIALS PROCESSING**

**ATTACHMENT "B"  
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.

**SAMPLE AVERAGE MARKET VALUE (AMV) CALCULATION FOR PROGRAM RECYCLABLES**

Material	Index Description*	Market Index Jan 2018*	Market Value (\$/Ton)*	Material %	Average Market Value (\$/Ton)
Mixed paper	PS 1 baled, F.O.B. seller's dock	37.50	\$37.50	21.5%	\$15.59
Newspaper	PS 8 baled, F.O.B. seller's dock	52.50	\$52.50	14.6%	\$8.06
Corrugated containers	PS 11 baled, F.O.B. seller's dock	110.00	\$110.00	11.6%	\$16.06
Aluminum cans	Cents/lb., sorted, baled and delivered	69.00	\$1,380.00	1.1%	\$15.18
Steel cans	\$/Ton, sorted, baled and delivered	17.50	\$17.50	2.0%	\$0.35
PET	Cents/lb., baled and picked up	13.50	\$270.00	7.5%	\$20.25
Natural HDPE	Cents/lb., baled and picked up	32.00	\$640.00	3.0%	\$19.20
Colored HDPE	Cents/lb., baled and picked up	16.00	\$320.00	3.0%	\$9.60
Plastics #3-#7**	#1-7, Cents/lb., baled and picked up, adjusted**	(1.50)	\$(30.00)	4.4%	\$(1.32)
Glass (3 Mix)	\$/Ton, delivered	(22.50)	\$(22.50)	13.3%	\$(2.99)
Polycoated cartons	None at this time	-	-	0.8%	\$0.00
Contamination	N/A	N/A	N/A	17.2%	\$0.00
				100.0%	\$90.48

## EXCEL FORMULA FOR CALCULATING MONTHLY RECYCLABLES REVENUE SHARE

$$\text{Recyclables Revenue Share (\$)} = \text{ROUND}(((\text{AMV} - \text{P\&M Service Fee}) * \text{Inbound Tons}) * \text{Revenue Share Percentage}, 2)$$

Where:

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

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

## SAMPLE CALCULATION OF MONTHLY RECYCLABLES REVENUE SHARE

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

AMV (\$/Ton; as calculated above): \$90.48

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

Program Recyclables Revenue Share Percent: 50%<sup>1</sup>

Recyclables Revenue Share =  $((\$90.48 - \$75.00) * 650) * 50\% = \$5,031$

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<sup>1</sup> The revenue share percent used in this sample calculation is an example only.