



Solid Waste, Recycling, HHW, Bulk & Yard Waste Collection Services

Request for Proposals # AD-21-01

General Information		
Project Timeline	This contract shall be for approximately seven (7) years, with one (1) additional seven (7) year renewal term.	See Section 1.3.23
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Virtual Non-Mandatory Pre-Bid Meeting	March 24, 2021 at 9:00 a.m. https://ppines.webex.com/meet/purchasing	See Section 1.8.1
Question Due Date	April 6, 2021	See Section 1.8
Proposals will be accepted until	2:00 p.m. on April 27, 2021	See Section 1.8
Proposal Security / Bid Bond	Not Required	See Section 1.4.2
Payment & Performance Bond	Two (2) separate bonds are required and each must be in the amount of \$500,000.	See Section 1.4.1
Grant/ Federal Funding	Not Applicable	Not Applicable

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020



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ATTACHMENTS

- Attachment A: Contact Information Form
- Attachment B: Non-Collusive Affidavit
- Attachment C: Proposer’s Qualifications Statement
- Attachment D: Sample Insurance Certificate
- Attachment E: Specimen Contract – Waste Collection Services
- Attachment F: References Form
- Attachment G: Current Sanitation Rates (Effective 2020-10-01)
- Attachment H: Current Bulk Schedule
- Attachment I: City Maps
- Attachment J: City Facilities
- Attachment K: Summary of Communities
- Attachment L: Customer Summary Information
- Attachment M: Annual Tonnage Report from Current Hauler
- Attachment N: Ordinance Ch. 112 – Franchises – Solid Waste Collection and Disposal
- Attachment O: Radius Rings for Potential Disposal Facility Locations
- Attachment P: Proposal Form



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

RFP # AD-21-01

Solid Waste, Recycling, HHW, Bulk & Yard Waste Collection Services

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the www.BidSync.com website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the "Ask a Question" option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, April 27, 2021. Proposals must be submitted electronically at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

At the time of writing this notice, the City will not be opening up the physical location for public access as **City offices are closed to the public**, due to the COVID-19 Coronavirus Pandemic.

As a result, meetings may be a combination of in-person and virtual, all as provided by law. **In any event, the public is encouraged to attend the bid opening process virtually in lieu of attending the meeting in person.**



Bid openings for this project will be live-streamed from the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date**.

While recognizing the importance of public accessibility to the bid openings, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>, to view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings.**

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9022
purchasing@ppines.com

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor(s), to perform solid waste collections and disposal services for residential and commercial locations within the City, in accordance with the terms, conditions, and specifications contained in this solicitation. Collection services shall include automated collection of residential garbage carts, automated collection of residential recycling carts, multi-family and commercial garbage and recycling commodities, bulk trash collection and white goods, and industrial service roll off containers.

1.2.1 OPEN MARKET

The following services will be open market and will not be part of this exclusive agreement:



- Commercial
 - Recycling
- Multi-family Service Unit (Condominium Residential Units)
 - The Collection Service for these Condominium Residential Units by Dumpsters or Compactors. The City reserves the right to designate which facilities will be considered Multi-family Service Units.

1.2.2 EXCLUSIVE

The City intends to establish an **exclusive** agreement with a Contractor to conduct:

- Residential Regular Solid Waste
- Residential Recycling
- Residential Bulk Waste
 - The City may elect to have the Bulk Yard Waste collected on separate pickups from the General Bulk Waste, in lieu of having Bulk Yard Waste mixed with General Bulk Waste.
- Residential Hazardous Household Waste
- Commercial (Includes Apartment Complexes)
 - Carts & Dumpsters
 - Compactors
 - Roll Off Compactor
 - Roll Off Open Containers

1.2.3 SPLIT AWARDS

Please note that the City reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. Split awards, may include, but is not limited to the following scenarios:

- Contractor # 1
 - Residential Regular Solid Waste
 - Residential Recycling
 - Residential Hazardous Household Waste
 - Commercial (Includes Apartment Complexes)
 - Carts & Dumpsters
 - Compactors
 - Roll Off Compactor
 - Roll Off Open Containers
- Contractor # 2
 - Residential Bulk Waste



- The City may elect to have the Bulk Yard Waste collected on separate pickups from the General Bulk Waste, in lieu of having Bulk Yard Waste mixed with General Bulk Waste.

1.2.4 TURNKEY VS. COLLECTION ONLY (DISPOSAL PASS THROUGH)

1.2.4.1 Generation Factor

The City's Proposal Form includes a section for the Proposer to enter in the estimated Solid Waste or Recycling Generation Factor which will be used to automatically calculate the Disposal Fee for the various categories based on the Disposal Fee of the City's current Disposal Site.

1.2.4.2 Collection Fee

In addition, the form includes a section for the proposers to submit their Collection Fee, for the different services and categories, among other line items.

1.2.4.3 Turnkey Solution

In the event that the City awards the contract as a "Turnkey" contract, the City will utilize the Waste Generation Factor that the Contractor used in their bid proposal and the Contractor will be responsible for paying the Tipping Fees at the disposal site.

In the event that there is a change to the tipping fee at the Disposal Facility, a dollar for dollar adjustment shall be made accordingly to the Disposal portion of the rates, by re-calculating the Disposal Fees based on the Waste Generation Factor submitted in the Proposer's submittal.

1.2.4.4 Collection Only (Disposal Pass Through) Solution

In the event that the City awards the contract as a "Collection Only (Disposal Pass Through)" contract, the Contractor will still be responsible for taking the waste to the designated disposal facility, however the City will either pay the disposal fees directly to Disposal Facility and the awarded hauler will not be responsible for the disposal fee and will not receive any compensation for the disposal fees or the City will reimburse the Contractor for actual disposal costs incurred at the Disposal of waste related to this contract.

1.3 SCOPE OF WORK

1.3.1 DEFINITIONS

As used in this Scope of work and the Agreement, the following terms shall have the meanings as set forth in this Section. The words "shall," "will," and "must" are always



mandatory and not merely discretionary. The word "may" indicates something that is not mandatory but permissible. When not inconsistent with the context, words in the plural shall include the singular and vice versa, words importing persons shall include firms and corporations, words in the present tense shall include the future, and use of the masculine gender shall include the feminine gender. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the initial date of adoption of this Agreement.

1.3.1.1 Agreement

Agreement shall mean the written Agreement entered into between the City and the Contractor for the provision of Collection Services and any written amendment thereto as agreed upon by the City and the Contractor.

1.3.1.2 Alleys

Alleys shall mean a narrow street or passageway between or behind homes/houses or buildings.

1.3.1.3 Automated Collection

Automated Collection shall mean the collection of Solid Waste using Carts. Automated collection may mean an automated collection system or a semi-automated collection system.

1.3.1.4 Bio-Hazard Materials

Bio-hazard materials shall mean Infectious agents or hazardous biological materials that present a risk or potential risk to the health of humans, animals or the environment. The risk can be direct through infection or indirect through damage to the environment. Bio-hazardous materials include certain types of recombinant DNA; organisms and viruses infectious to humans, animals or plants (e.g. parasites, viruses, bacteria, fungi, prions, rickettsia); and biologically active agents (i.e. toxins, allergens, venoms) that may cause disease in other living organisms or cause significant impact to the environment or community.

1.3.1.5 Bio-Medical Waste

Bio-medical waste is known as infectious waste or medical waste, is defined as solid waste generated during the diagnosis, testing, treatment, research or production of biological products for humans or animals. Biomedical waste includes syringes, live vaccines, laboratory samples, body parts, bodily fluids and waste, sharp needles, cultures and lancets.



1.3.1.6 Bulk Waste/Trash

Bulk Waste/trash shall mean large discarded items including, but not limited to, discarded White Goods, toilets, pool heaters, sheet metal, bedding, furniture, yard waste and other similar items.

Bulk generated by a contractor remodeling, repairing, or installing equipment at a residential home should be disposed of by the contractor performing the remodeling/repair work. In the event that the bulk waste is left for curbside pickup, it shall be considered unacceptable waste and will not be removed by City's contracted hauler.

1.3.1.7 Bulk Yard Waste

Bulk Yard Waste shall mean large accumulations shrubbery, cuttings, palm fronds, or tree limbs, vegetative matter resulting from landscaping maintenance, and other items of a similar nature.

1.3.1.8 Cans and Garbage Cans

Cans and Garbage Cans shall mean a City approved plastic can of a type commonly sold as garbage cans of a capacity not more than 45 gallons in size.

1.3.1.9 Carts

Carts shall mean a container with an attached tight fitting lid of up to, approximately, 95 gallons mounted on wheels and designed to hold Recyclables or Solid Waste and to be mechanically dumped into a collection truck. All Carts shall be clearly marked in a manner approved by the Contract Administrator.

1.3.1.10 City

City shall mean the City of Pembroke Pines, Florida, a municipal corporation of the State of Florida acting through the City Commission, City Manager, or official designated by the City Manager.

1.3.1.11 City Facility

City Facility shall mean a City owned location designated for service under this agreement.

1.3.1.12 Collection and Collect

Collection and Collect shall mean the act of picking up Solid Waste, Yard Waste, or Bulk Waste and delivering it to a Designated Facility.



1.3.1.13 Collection Service

Collection Service shall mean the Collection of Solid Waste, Yard Waste, Recyclables, Bulk Waste, and delivery to the Designated Facility by the Contractor.

1.3.1.14 Commingles

Commingles refers to a system in which all paper, plastics, glass, metals, and other containers are mixed together.

1.3.1.15 Construction or Demolition waste

Construction or Demolition waste shall mean unwanted material produced directly or incidentally by the construction and demolition industries. This includes building materials such as insulation, steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, lumber, and rebar, as well as waste originating from site preparation such as dredging materials, tree stumps or from the construction or destruction of a structure nails, electrical wiring. Much building waste is made up of materials such as bricks, concrete and wood damaged or unused for various things during construction.

1.3.1.16 Commercial Service Unit

Commercial Service Unit shall mean all units other than Residential Service Units, Multi-family Service Units, or City Facilities. Commercial Service Units includes apartment complexes. The City reserves the right to designate establishments as Commercial Service Units under this Agreement.

1.3.1.17 Contractor

Contractor shall mean that person or entity that has entered into this agreement to provide the services described herein.

1.3.1.18 Contract Administrator

Contract Administrator means the City of Pembroke Pines City Manager or his/her designee.

1.3.1.19 Compactor

Compactor shall mean any Container, regardless of its size, which has a compaction mechanism, whether stationary or mobile, and approved for use by the Contract Administrator.

1.3.1.20 Container



Container shall mean Cart, Can, Compactor, Dumpster, and Roll-off.

1.3.1.21 Curbside

Curbside shall mean adjacent to, or in proximity, to thoroughfares, roadways, or parking areas as determined by the Contract Administrator.

1.3.1.22 Designated Facility

Designated Facility shall mean the disposal and recycling facilities designated by the City for receiving Solid Waste, Yard Waste, Bulk Waste, or Recyclable Materials under this Agreement.

1.3.1.23 Dumpster

Dumpster shall mean any container excluding compactors with a tight fitting lid and minimum of one (1) cubic yard and maximum of eight (8) cubic yards approved by contract administrator designed to receive and transport and dump waste.

1.3.1.24 Enclosure

Enclosure shall mean any structure designed for the storage of Containers at Commercial Service Units or Multi-Family Service Units.

1.3.1.25 Extra Pick-Ups

Extra pick-ups shall mean collection of services provided by contractor on a day other than the scheduled collection days or extra loads other than usual collection.

1.3.1.26 Franchise Fee

Franchise Fee shall mean the charge for the Contractor's use of present and future streets, alleys, bridges, easements, and other public places in the City.

1.3.1.27 Garbage

Garbage shall mean kitchen and table refuse, all general combustible waste, such as paper and rags, paperboard boxes, and every accumulation of animal and vegetable matter that attend the preparation, decay, dealing in or storage of food such as: meats, fish, fowl, game, fruits and vegetables.

1.3.1.28 Hazardous Waste

Hazardous waste shall mean waste that is dangerous or potentially harmful to our health or the environment. Hazardous wastes can be liquids, solids, gases, or



sludge's. They can be discarded commercial products, like cleaning fluids or pesticides, or the by-products of manufacturing processes.

1.3.1.29 Incident

Incident shall mean one event (e.g., if the Contractor misses collection of waste from two (2) residences, it will count as two incidents).

1.3.1.30 Multi-Family Service Unit

Multi-family Service Unit shall mean condominium residential units typically receiving Collection Service by Dumpsters or Compactors. Multi-Family Service Units **do not** include apartment complexes. The City reserves the right to designate Multi-family Service Units.

1.3.1.31 Recyclable Material and Recyclables

Recyclable Material and Recyclables shall mean metal, paper, glass, or plastic materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal.

1.3.1.32 Recycling Bin

Recycling Bin shall mean a City approved plastic bin of a type commonly sold as recycling bins of a capacity not more than 20 gallons in size.

1.3.1.33 Recycling Cart

Recycling Cart shall mean a receptacle with wheels with a capacity of up to, approximately, 65 gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by Contract Administrator for the Collection of Recyclable Materials. All such Recycling Carts must be clearly marked in a manner as approved by the Contract Administrator.

1.3.1.34 Residential Service Units

Residential Service Units shall mean residential establishments located in Service Area and identified by Contract Administrator as Residential Service Units and utilizing a Can or Solid Waste Cart(s) for the accumulation and set-out of Solid Waste in accordance with this Agreement. At the sole discretion of Contract Administrator, some, all or none of the multi-family establishments utilizing Solid Waste Cart(s) shall be considered a Residential Service Unit(s). Residential Service Units shall exclude establishments utilizing Dumpsters or Compactors for the



accumulation and set-out of Solid Waste.

1.3.1.35 Roll-off

Roll-off shall mean any container, excluding compactors and dumpsters with a capacity of greater than 8 cubic yards which is normally loaded onto a truck and transported to a disposal facilities approved by the contract administrator.

1.3.1.36 Rubbish

Rubbish shall mean any accumulation of useless material other than garbage, yard waste, or Unacceptable Waste.

1.3.1.37 Single Stream

Single Stream shall mean a Collection process in which all Recyclable Materials are collected mixed together with no sorting required by Residential Service Unit, Commercial Service Unit, City Facility, or other Person generating the Recyclable Materials.

1.3.1.38 Special Events

Special Events shall mean events sponsored or co-sponsored by City.

1.3.1.39 Solid Waste

Solid Waste shall mean Garbage, Rubbish, and other discarded materials. Solid Waste shall not include Source Separated Recyclable Material or Unaccepted Waste.

1.3.1.40 Source Separated

Source Separated shall mean that the Recyclable Materials are separated from Solid Waste at the location where the Recyclable Materials and Solid Waste are generated. The term does not require that various types of Recyclable Materials be separated from each other, and recognizes de minimis Solid Waste, in accordance with industry standards and practices, may be included in the Recyclable Materials.

Materials are not considered Source Separated when two or more types of Recyclable Materials are deposited in combination with each other in a Commercial Service Unit's Collection Container located where the materials are generated **and when such materials contain more than 10 percent Solid Waste by volume or weight.**

For purposes of this Agreement, the term "various types of Recyclable Materials" means metals, paper, glass, plastic, textiles, and rubber.

**1.3.1.41 Special Pick-up Service**

Special Pick-up Service shall mean Collection Services provided by Contractor other than the scheduled services.

1.3.1.42 State

State shall mean the State of Florida.

1.3.1.43 Ton

Ton shall mean a unit of weight equal to 2,000 pounds.

1.3.1.44 Unacceptable Waste

Unacceptable Waste shall include ash residue, Biomedical Waste, Biological Waste, Construction and Demolition Debris, Hazardous Waste, Sludge, waste tires, used oil, and lead-acid batteries.

1.3.1.45 White Goods

White Goods shall include discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances. White Goods shall include non-freon containing appliances.

For disposal of refrigerators, the compressor (which contains hazardous waste materials) located at the rear of the unit and all doors, must be removed for safety prior to pick-up. Household appliances containing freon gas (air conditioning units, refrigerators) will be picked up at normal bulk pick-up times only if the unit is certified and documented to have been professionally purged of freon gas. Units not certified and documented as being purged of freon gas will not be picked up.

1.3.1.46 Yard Waste

Yard Waste shall mean include all accumulations of shrubbery, cuttings, palm fronds, or tree limbs, vegetative matter resulting from landscaping maintenance, and other items of a similar nature.

1.3.2 GENERAL COLLECTION REQUIREMENTS**1.3.2.1 Hours of Operation**

The contractor shall make collections between the hours of 7 a.m. and 7 p.m.

1.3.2.2 Service Standards



The successful bidder will provide a high quality level of service for each account.

The work will be done in a sanitary manner. The Contractor's employees will pick up trash, recyclables or yard trimmings spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck immediately.

Containers shall be emptied and returned to the customer's original placement location/designated setout location at each service location. However, the Contractor shall ensure that no containers are placed in areas where they become obstructions to pedestrians, traffic flow, roadways, or driveways. Containers shall remain upright with lid closed and shall be left in a neat and orderly manner. Containers shall be handled with due care at all times.

Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition.

Contractor shall schedule and dispatch sufficient quantities of equipment and labor (including reserve resources) to successfully complete the routes each day, within the allotted time period and obtaining desired program results.

Noise and disturbance will be kept to a minimum.

1.3.2.3 Special Disability Pull Out Service for Residential Waste & Recycling

The Contractor will be responsible to provide special pull out services for customers who are physically disabled and who have provided required documentation to the City. The contractor will be responsible to bring the cart(s) to the curb for dumping and then return it to its original placement. There will be no additional charge for those residents that are medically unable to bring their garbage cart to the curb. The City will certify this list annually and reserves the right to increase or decrease these numbers as may be required at no additional cost to the City.

1.3.2.4 Materials in Unapproved Containers & Customer Education

Any materials set out for collection that are not in an approved container will be left at the pick-up location along with instructional materials educating the customer about the City's solid waste plan and recycling program.

In the event that non-recyclable materials are placed in the recycling cart, the Contractor will leave the materials in the cart along with instructional materials educating the customer about the recyclable materials accepted in the City recycling program and how to prepare those materials.

**1.3.2.5 Temporary Street Closures for Residential Services Units**

In those instances where a public or private street within the Service Area is temporarily closed to vehicular traffic due to construction, special event, public safety incident, etc., the Contractor shall make every effort to service the customer, including servicing the customer through pedestrian access, if available, to provide no disruption of service to the Residential Service Unit.

The contractor shall not receive additional compensation, or a waiver on collection times and completion, resulting from the streets being inaccessible. The contractor is responsible for determining whether to utilize pedestrian access or return within 24 hours to collect the missed pickups.

1.3.2.6 Exclusive Routes & Route Restructuring

The Contractor will be free to establish exclusive routes to achieve the maximum efficiency of operation. Exclusive shall mean that for any route in which the Contractor operates in the City, the Contractor shall not cross over any City boundaries for collection of other material. The Contractor will notify the public of the collection schedule at the time service is established. All route changes must be communicated to both the City and Subscribers, in writing, ten days in advance of the effective date.

1.3.2.7 Holidays – Christmas Day

For this contract, the only recognized holiday shall be Christmas Day, annually on December 25, in which the contractor shall not be required to provide collection service to customers. In those instances where the scheduled collection day falls on Christmas Day, the contractor shall conduct the collection service on the next regularly scheduled collection day for the customer. No additional “make up” service will be required.

Example: If the customer’s garbage collection days are Mondays and Thursdays and Monday is Christmas Day, December 25, their next scheduled pick up day would be on Thursday December 28. The customer would place their garbage at the curb on Thursday December 28, their next regularly scheduled collection day after Christmas, and it will be collected.

1.3.2.8 Sufficient Inventory of Containers

The Successful Proposer(s) shall maintain a sufficient inventory of Containers (Carts, Cans, Compactors, Dumpsters, and Roll-offs for Solid Waste and Recycling Services to ensure that extra or replacement Containers can be provided to customers in accordance with the terms and conditions of the Contract.



1.3.3 COLLECTION OF HOUSEHOLD GARBAGE FROM RESIDENTIAL SERVICE UNITS

1.3.3.1 Frequency - Pickups Twice Per Week

The Contractor will be required to pick up, on a twice weekly basis, all garbage, provided it is placed in an approved collection container.

1.3.3.2 Containers

The Contractor will provide all households with an industry standard, wheeled, lidded container, green in color and in the approximate size of 95-gallons. In the event that the resident requests a smaller container, the Contractor shall provide the household with the option of containers in the approximate size of 65 gallons or 35 gallons in lieu of the 95 gallon container, after receiving notice from the City or resident. The container, regardless of size, will be at no cost to the City or customer. All garbage collection equipment will be maintained in good repair and appearance.

1.3.3.3 Communities without Automated Pick-Up Services

There are currently two townhouse communities that do not currently have automated pickup service:

- Pelican Pointe
- Malibu Bay

Residents of these communities currently provide their own garbage cans, however the Contractor awarded this contract will be required to provide the residents with uniform, City approved, green plastic Garbage Cans of a capacity not more than 45 gallons in size.

1.3.3.4 Cardboard Boxes for City Sponsored Events

The Contractor shall also be responsible for providing the City with approximately 500 cardboard garbage boxes each year for use at City Sponsored events.

1.3.4 COLLECTION OF RECYCLABLES FROM RESIDENTIAL SERVICE UNITS

1.3.4.1 Recyclable Materials to be collected

The Contractor shall collect all of the following recyclable materials:



- Newspapers, inserts, catalogs, magazines, junk mail, office paper, soft-covered books, file folders, soda cartons and crushed boxes from items such as cereal, tissues, rice and pasta
- Plastic containers (narrow-necks only) such as bottles, milk, water, detergent and shampoo containers
- Glass food and beverage containers, milk/juice cartons and drink boxes
- Aluminum and steel food and beverage containers
- Cardboard from non-food items such as shipping boxes

The City reserves the right to make necessary and reasonable changes, revisions, additions or deletions to the designated types of recyclable materials.

1.3.4.2 Frequency - Pickups Once Per Week

Recyclable materials generated at the households will be collected curbside once per week.

1.3.4.3 Containers

Recyclable materials will be kept separately stored in the container provided by the contractor. The container will be industry standard, 65 gal., a different color than the garbage container, and labeled as a recycling container with the Contractor's logo and identification of the City of Pembroke Pines. The City currently utilizes Blue containers for these services.

1.3.4.4 Communities without Automated Pick-Up Services

There are currently two townhouse communities that do not currently have automated pickup service:

- Pelican Pointe
- Malibu Bay

Residents of these communities currently have City issued blue recycling bins, however the Contractor awarded this contract will be required to provide the residents with uniform, City approved, blue plastic Recycling Bins of a capacity not more than 20 gallons in size.

1.3.4.5 Trucks

Trucks designated for recycling will be identified as recycling trucks and will be either covered or secured so as to prevent recyclables from being scattered or spilled.



1.3.4.6 Materials Recovery Facility and Title to Recyclable Materials

Title to recyclable materials collected by the Contractor during the provision of collection service shall also remain with the City until such recyclable materials are properly delivered to the Materials Recovery Facility.

All recyclable items must be processed at an approved recycling facility. All handling and disposal shall be done in accordance with all Federal, State and local laws, standards and requirements.

1.3.4.7 Prohibition of Mixing Separated Recyclables with Garbage

The Contractor is prohibited from collecting separated recyclables from a household and mixing them with garbage unless the City grants prior written approval.

1.3.5 COLLECTION OF BULK AND YARD TRASH FROM RESIDENTIAL SERVICE UNITS

1.3.5.1 Bulk – Waste/Trash

The Contractor will be required to pick up all bulk waste/trash, including large discarded items such as White Goods, toilets, pool heaters, sheet metal, bedding, furniture, and other similar items at the subscribing household from the property adjacent to the street.

1.3.5.2 Bulk – Yard Waste

All trucks used for collection of yard waste (shrubbery, cuttings, palm fronds, or tree limbs and other items of a similar nature) will be either covered or secured so as to prevent yard trimmings from being scattered or spilled. All yard debris collected shall be handled and disposed of in accordance with all Federal, State and local laws, standards, or requirements.

Before processing the yard waste collected from within City of Pembroke Pines, the Contractor will weigh and record the amount of materials collected.

1.3.5.3 Frequency - Pickups Once or Twice Per Month

The Contractor will collect Bulk Waste and Bulk Yard Waste from each subscribing household at least one time each month on a scheduled route basis.

The proposal page of this solicitation will also ask the contractor to provide a price to provide bulk pickup twice a month. In addition, the City may designate that one of the monthly pickups will be strictly for Bulk Yard Waste and the other bulk pickup for Bulk Waste.



In the event that the City decides to only have one monthly bulk pickup, it will be the decision of the Contractor as to whether the bulk yard waste and bulk waste will be collected separately or combined.

The City intends for the awarded contractor to conduct bulk pickups on either the first or second normally scheduled trash pickup date for the resident(s). The awarded contractor shall propose a schedule to the City's Contract Administrator for approval, prior to implementation.

1.3.5.4 Limit of 15 Cubic Yards per Bulk Pickup for Residential Service Units

There will be a limit of 15 cubic yards of bulk that may be collected per collection, per residential service unit.

If a residential service unit places too much bulk for pickup or if it is not properly placed, the Contractor shall not pick up the bulk items and shall take a picture of the bulk waste that is left on the property, documenting the address, date and time and shall tag the bulk pile with a notice and notify the City's Code Enforcement / Compliance Division and Contract Administrator within 24 hours.

1.3.6 HAZARDOUS HOUSEHOLD WASTE PROGRAM

The awarded contractor will provide this program to the residents and the contractor will be responsible for disposal of all Household Hazardous Waste collected. All residents must provide valid identification for proof of residence. The proposal page will contain a section for the vendor to provide a monthly price to provide this service to each residential service unit. This cost will be assessed on a monthly basis to each residential service unit, regardless of if they utilize the service in any given month.

1.3.6.1 Frequency - Twice Per Month

Every first and third Saturday of the month, the Contractor shall operate Hazardous Household Waste drop off locations at the City's designated sites. The contractor may recommend changes to the dates, however any adjustments to the schedule may only be made/approved by the City's Contract Administrator.

1.3.6.2 Drop Off Locations

The Contractor shall operate Hazardous Household Waste drop off locations at the City's designated sites:

Region	Drop Off Location	Day of the Month
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East	Howard Forman Health Park 1001 Poinciana Drive	1st Saturday of Odd Months (Jan, Mar, May, Jul, Sep, Nov)
Central	Waste Water Treatment Plant 13975 Pembroke Road	2 nd Saturday of every Month
West	City will determine a location on the West side of the City.	1st Saturday of Even Months (Feb, Apr, Jun, Aug, Oct, Dec)

The contractor may recommend changes to the locations, however any adjustments to the locations may only be made/approved by the City's Contract Administrator.

1.3.6.3 Hours of Operations

The hours of operation at all locations will be a ten hour day that begins at 8:00 AM and ends at 6:00 PM and shall include the following schedule:

Time	Activity
8:00 a.m. to 4:00 p.m.	Residents may drop off all HHW materials at the designated location.
Noon to 4:00 p.m.	Contractor will begin sorting and categorizing all materials according to State and Federal Regulations. Contractor shall also label and pack all materials according to State and Federal Regulations.
4:01 p.m.	Contractor will close the designated location for resident drop off.
4:01 p.m. to 6:00 p.m.	Contractor will manifest and load all materials for shipping to disposal site in compliance with all State and Federal Regulations.
6:00 p.m.	Site Closed.

1.3.6.4 Items that will be Acceptable as HHW

Aerosol products	Fire extinguishers	Pesticides
Ammonia	Fluorescent tubes	Photo chemicals
Antifreeze	Gasoline	Pool chemicals
Auto fluids	Herbicides	Propane tanks
Auto batteries	Household cleaners	Rechargeable batteries
Boat batteries	Insecticides	Rust remover
Household batteries	Kerosene	Solvents
Boat fluids	Lawn chemicals	Spot remover
Charcoal starter	Lighter fluid	Tires (limit 2)
Compact fluorescent bulbs	Motor oil	Turpentine
Drain cleaners	Nail polish remover	Weed killer
Electronic waste	Paint (max 4 gals)	Wood strain
Fertilizers	Paint thinner	Wood stripper



All items must be labeled and in their original container. No other items will be accepted, including the examples listed in the section below.

1.3.6.5 Items that will NOT be Acceptable as HHW

Ammunition
Bio-Hazard Material & Bio-Medical Waste
Fireworks
Flares
Mercury thermometers/switches
Medicine and pharmaceutical waste, needles (sharps)

1.3.7 COLLECTION SERVICES FROM COMMERCIAL SERVICE UNITS

1.3.7.1 Frequency - Minimum Once or Twice per Week

The contractor shall collect a minimum of once per week with the exception of those Commercial Service Units defined as restaurants by Broward County Health for which the minimum service level shall be two times per week, on a scheduled day, all solid waste Carts, Dumpsters, Solid Waste Compactors, and Roll-Off Dumpsters from each commercial services unit in the City.

1.3.7.2 Holidays and Extra Pickups

Collection Service scheduled to fall on a holiday may be rescheduled as determined between the customer and the Successful Proposer as long as the minimum frequency requirement is met.

The contractor needs to be able to provide extra pickups for commercial accounts as needed. There are holidays and special events where the Contractor would need to have extra services to avoid overflow and garbage debris on the ground.

1.3.7.3 Quantity, Size & Frequency of Containers & Collections

The contractor shall determine the number and size of carts, dumpsters and compactors, the frequency of collection and the scheduled day of services and will notify the City and the commercial service units. On a weekly basis, the contractor will notify the City's Contract Administrator and the commercial service units when any changes are made related to the number of size of carts, dumpsters and compactors, the frequency of collection and the schedule day of services. The contractor is responsible for ensuring that the containers are properly sized and scheduled following current health and safety guidelines.



1.3.7.4 Extra Yardage Billing for Overflowing Commercial Dumpsters

The contractor shall be permitted to bill extra yardage when a commercial dumpster is found to be overflowing on regular service date. If Contractor intends to bill for extra yardage pursuant to this section, Contractor shall take photo of the overage that shall be retained in Contractor's computer system as a public record. Contractor will supply photo to customer upon request.

1.3.7.5 Special Collection for Major Community Events

The City sponsors at least five (5) major community events located at the Charles F. Dodge City Center each year:

- 1) Pines Day
- 2) Snow Fest / Lighting Ceremony
- 3) Art Festival
- 4) Taste of Pines
- 5) Booville

The Contractor will be responsible for providing additional collection assistance, collection containers, and disposal services at no cost to the City. The term assistance shall mean bringing and hauling away the collection equipment and coordinating with the Special Event Coordinator on the location of equipment.

1.3.8 CITY FACILITIES

1.3.8.1 No Cost to the City

The Contractor will provide for the collection of garbage, bulk trash and recyclables at all City facilities at no cost to the City.

1.3.8.2 Containers

Contractor provided containers are to be clearly labeled to receive garbage or recyclables.

1.3.8.3 Frequency

Frequency of service shall be determined between Contract Administrator and Contractor.

1.3.8.4 Emergencies

In the event of an emergency, such as severe storms, the Contractor will see an increase in the number of pulls or pickups needed from City Facilities.



1.3.8.5 Locations

See **Attachment J** for a list of all city facilities. Contractor understands that the list of City facilities can change and agrees that services are to be provided at all City locations.

1.3.9 DISASTER / SUSPENSION OF COLLECTION SERVICES

In the event of a disaster such as a hurricane, the Contractor will be expected to continue with collection service until the City declares a “State of Emergency” **or** until the Project Manager and Contractor agree, in writing, that service shall be suspended due to unsafe conditions. The Contractor will stop all work when so directed by the City during severe weather. The Contractor will complete the work as soon as authority has been granted to proceed. If collection is suspended, Contractor will perform collection on the next regular collection day. At the present time, the City Disaster plan calls for the Contractor to resume and continue the collection schedule as soon as safely possible.

1.3.10 DISPOSAL LOCATION

1.3.10.1 Disposal Facility

All garbage collected will be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws.

1.3.10.2 Current Disposal Agreement

The City currently participates in Disposal Agreement with Reuter Recycling of Florida requiring that all processable solid waste and recycling be disposed at the location listed below:

Facility	Address	Days and Hours
Reuters Resources Recovery	20701 Pembroke Road Pembroke Pines, FL 33029	Mon-Fri. 4 a.m.-6 p.m. Sat. 4 a.m.-3 p.m.

The current contract with Reuters is in place until January 1, 2022 and the contractor shall be required to deliver solid waste materials to Reuters. After January 1, 2022, the City will determine which facility and rates will be used moving forward.

1.3.10.3 Current Disposal Charge and Tipping Fees

Fee Type	Factors	MSW - Municipal Solid Waste	C&D - Construction or Demolition Waste



Current Per Ton Disposal Charge at Reuters		\$ 84.75	\$43.83
Franchise Fee	20.00%	\$ 21.52	\$11.13
Administrative Fee	1.25%	\$ 1.35	\$ 0.70
Tipping Fee		\$107.62	\$55.66

1.3.10.4 Tare Weight

TARE weights are used by material receiving facilities to calculate the final disposal charge the City pays. These weights need to be validated each year. Depending on the scale system in use at the disposal facility, the Contractor may be required to assist the City by weighing each collection truck in & out three times and recording the information on a TARE WEIGHT REPORT. The average TARE Weight will be used by the disposal facility and the City to validate disposal charges.

The current scale to be used for this requirement will be the scale at the City's current designated disposal site, Reuter Resources Recovery Facility. 20701 Pembroke Road, Pembroke Pines, FL 33029. In the event that the City's disposal facilities change their scale or the City changes disposal facilities, the Contractor may be required re-weigh the trucks to re-determine the average TARE Weights for each truck.

1.3.10.5 Potential Changes to the Disposal Facility and Location

With the understanding that the City may need to change its Disposal Facility and location, the City has included **Attachment O** which has a map that shows three Radius Rings (Circles) in 10 mile intervals from the center of Pines Boulevard and Flamingo Road. The smallest ring represents a 10 mile radius, while the medium size ring represents a 20 mile radius and the largest ring represents a 30 mile radius. The City's current Waste Disposal Site, Reuters Resources Recovery, is located within the smallest ring. In the event that the City designates a new disposal facility, the City has provided a multiple line items on the proposal form so that proposers can provide pricing to perform the required services and to take the waste to a disposal facility located in a 10 mile, 20 mile or 30 mile radius from the center of Pines Boulevard and Flamingo Road. Proposers should be aware that the City may also select to have multiple disposal facilities, which may be used for the same or different types of wastes, such as regular solid waste, yard waste, recycling, C&D, etc.

1.3.11 COLLECTION CONTAINERS

1.3.11.1 Ownership of Residential Garbage and Recycling Carts



The Residential Service Units currently have a green semi-automated wheeled garbage cart for garbage in the approximate size of 95 gallons and a blue semi-automated wheeled cart for recycling in the approximate size of 65 gallons.

A limited number of customers may have more than one wheeled garbage cart.

The awarded Contractor shall assume the responsibility of all existing carts for garbage and recycling at Residential Service Units.

Ownership of Carts (both garbage and recycling) in the possession of a Residential Service Unit at the end of the Contract shall rest with the City of Pembroke Pines.

1.3.11.2 Ownership of Residential Garbage Cans and Recycling Bins

There are currently two townhouse communities that do not currently have automated pickup service:

- Pelican Pointe
- Malibu Bay

Residents of these communities currently provide their own garbage cans, and have previously issued blue recycle bins however the Contractor awarded this contract will be required to provide these residents with new, uniform, City approved, green plastic Garbage Cans of a capacity not more than 45 gallons in size and blue plastic Recycling Bins of a capacity not more than 20 gallons in size.

Ownership of these new Garbage Cans and Recycling Bins that will be in the possession of a Residential Service Unit at the end of the Contract shall rest with the City of Pembroke Pines.

1.3.11.3 Ownership of Commercial Containers

Small commercial accounts are issued green semi-automated wheeled garbage carts for garbage, in the approximate size of 95 gallons.

Ownership of all commercial containers (both garbage and recycling) shall rest with the Contractor, including the 95 gallon carts in the possession of a Commercial Service Unit.

1.3.11.4 New/Replacement Containers for Residential Service Units

The contractor is expected to have containers available for residents in the event a Residential Service Unit reports their cart as damaged or missing/stolen. Upon



notification to the Successful Proposer by the City or a customer that the Residential Service Unit's Container has been stolen or that it has been damaged beyond repair, the Successful Proposer shall deliver a replacement Container to such Residential Service Unit within five (5) Work Days.

1.3.11.5 Smaller Sized Carts

The Contractor shall provide Residential Service Unites with the option to choose a smaller sized carts.

The current hauler provides the option for carts in the approximate size of 95, 65 and 35 gallons.

The City does not currently have a list of what size cart(s) each Residential Service Unit has at their location.

1.3.11.6 Additional Carts

The Residential Service Unit may request up to two additional Garbage Carts at a cost of \$6 per additional cart, per month. The \$6 rate already includes the 20% Franchise Fee in the amount of \$1.20 and the 1.25% Administrative Fee in the amount of \$0.08.

1.3.11.7 Contractors Logo on Containers

The current carts have the City logo on one side and the current contractor's logo on the other side. In the event this contract is awarded to a new contractor, the new contractor shall be responsible for affixing a high tack heavy duty vinyl sticker with their logo and contact information over the current contractor's logo.

1.3.11.8 Inspection & Replacement of Containers Prior to the Start of the Contract

All containers should be inspected by the Contractor prior to the start of this contract.

Any carts that are damaged or missing must be replaced prior to the start of the contract. It is the contractor's responsibility to inspect the carts and determine those carts that need to be replaced.

The Contractor will not have to purchase new carts for those Residential Service Units that have a cart that is not damaged or missing.

1.3.11.9 Repairs & Replacement of Containers



The contractor shall be responsible for the replacement or repair costs of any approved container, lower restraining bar, lids and broken wheels caused by the negligence of his agents or employees and faulty collection equipment or caused by the Residential Service Unit.

In the event that the Residential Service Unit's assigned container is stolen, the Residential Service Unit shall file a Police Report and the Contractor shall replace the container at no cost to the City or the Residential Service Unit.

There shall be no limit on the number of times that a container may be replaced at any given Residential Service Unit.

1.3.12 TRUCKS

The Successful Proposer shall provide, maintain and have available, at all times, the necessary amount of collection trucks to perform the work as specified herein. The Successful Proposer shall also provide sufficient equipment, in proper operating condition so regular schedules and routes of collection can be maintained. Equipment is to be maintained in a reasonable, safe, working condition.

All collection trucks shall meet and comply with all State, County, and City laws, rules, regulations, and ordinances, for the appropriate class of truck.

1.3.12.1 Age of Fleet Requirement

The Successful Proposer shall use trucks that are **no older than 3 (three) years old at the start of the agreement.** The trucks shall be freshly painted and there shall be one (1) per route. Collection trucks shall be watertight to a depth of eighteen (18) inches minimum, with solid sides to prevent discharge of accumulated water during load and transport operations.

In the event that one of the new trucks needs to be temporarily taken out of service, a temporary truck may be used, however it must be no more than 7 years old.

During the course of the contract, including any renewal terms, no truck shall be more than 7 (seven) years old.

The Successful Proposer shall provide and maintain and have available at all times the necessary amount of collection trucks to perform the work as specified herein.

1.3.12.2 Residential Solid Waste and Recycling Collection Trucks

All collection trucks for Residential Solid Waste and Residential Recycling must be capable of handling the requested semi-automated wheeled carts.



1.3.12.3 Appearance

Collection trucks shall be painted uniformly in a color which will be approved by the City, with the name of the Successful Proposer and the number of the trucks printed in letters not less than nine (9) inches high, on each side of the truck, and trucks shall be numbered and a record kept of the truck to which each number is assigned.

No advertising shall be permitted on trucks servicing the City.

The Successful Proposer is required to keep collection trucks and containers emptied by mechanical means, cleaned and painted to present a pleasing appearance.

Trucks are to be washed weekly or more often, if needed.

1.3.12.3.1 Schedule for Cleaning and Painting Trucks

The Successful Proposer shall submit for approval by the City a schedule showing the frequency of the cleaning and painting of the trucks, the age, and miles.

1.3.12.4 Covers for Non-Packer Trash Trucks

Each non-packer trash truck shall be equipped with a cover, which may be net with mesh not greater than one and one-half inches, or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked, if the contents are likely to be scattered if not covered.

1.3.12.5 Overloaded Trucks & Spillage

Each truck shall have a fork and broom to address spillage. Trucks shall not be overloaded so as to scatter refuse, however, if refuse is scattered from the Successful Proposer's truck for any reasons, it shall be picked up immediately.

The contractor shall not litter or cause any spillage to occur upon the premises or the right-of-way where collection occurs. During hauling, all waste shall be containerized, tied, or enclosed so that leaking, spilling or blowing is prevented. In the event of any spillage caused by the contractor, the contractor shall promptly clean up all spillage. Spillage shall be promptly reported to Project Manager. Clean up must be approved by the Project Manager.

1.3.12.6 Spillage of Hydraulic Fluids



Drivers of trucks which break hydraulic hoses and discharge entering on storm drains shall be acted upon in accordance with the appropriate state and county environmental regulation at contractor's expense. Any discharge on City roads or rights-of-way will be immediately reported to the Project Manager, operations stopped and area thoroughly cleaned placing all cleaning material in truck. A call for a replacement truck or repair of leaking hydraulic hose will be required before proceeding with the scheduled route. All clean ups must be reported immediately to the City of Pembroke Pines Contract Manager who in turn will coordinate with the City's Public Services Department. The report will include the address(es) of the area the spilled occurred. When, in the opinion of the Contractor, the damaged area is cleaned, the Contractor will contact the City of Pembroke Pines Contract Manager and Public Services Department which will be responsible for approving that the clean-up was satisfactory and accepted.

1.3.12.7 Communication Technology / Radio Transceiver

All trucks shall be equipped with operational radio transceiver capable of communicating with the Successful Proposer's dispatch from anywhere within the City.

1.3.12.8 GPS, PTO and Camera Monitoring Technology

All trucks shall be equipped with a real-time, cloud based, Global Positioning System (GPS) tracking equipment. The system shall be easily accessible through a remote online web portal without the need to download software onto the end user's computer. The GPS system will be able to track trucks to see where they are at any given time, what speed the trucks are going and in which direction.

The GPS system shall also allow for the playback of data to see where trucks were on previous trips and what time and speed the trucks were going. The system will allow for Custom Geofencing to allow the City and/or Contractor to establish boundaries and receive alerts if trucks leave the City's border or arrive and leave designated areas.

The equipment will also monitor Power-Take-Off (PTO) to indicate when auxiliary equipment is being powered by the truck's engine. This can be used to monitor equipment such as a garbage compactor, a dump truck's trailer or body, loaders, booms, etc. This will allow the City and Contractor to see when the equipment is being used and at what precise location and time.

In addition, trucks shall also be equipped with external Cameras which can be viewed remotely by the City Contract Administrator so that the City can review any potential situations that may occur, including accidents, missed pick up claims, etc.



The City's Contract Administrator shall be given a login access to view the GPS, PTO, and Camera software remotely to see exactly where trucks are located at any time and to review any previous situations.

One potential solution for Proposers to consider is the Samsara system which can provide all of these features in one system, as shown in the examples below:

City of Fort Lauderdale:

<https://www.samsara.com/customers/city-of-fort-lauderdale>

Athens-Clarke County Solid Waste Department:

<https://www.samsara.com/customers/athens-clarke-county>

Sprint Waste Services:

<https://www.samsara.com/customers/sprint-waste-services>

Cameras:

<https://www.samsara.com/fleet/dash-cam>

It shall be the Contractor's responsibility to install, maintain and pay for all required equipment and access to the web portal for any employees of the Contractor or City that will have access to the system.

Proposers shall also demonstrate the ability of the system that they select in their proposal to the City.

1.3.12.9 Weight Monitoring Technology

If possible, the City would also like to see real time tracking of the trucks' weight throughout the course of the route, which will help determine how much waste has been picked up at various locations throughout the City.

1.3.12.10 Prohibition on Impeding Traffic

The Successful Proposer's trucks are not to interfere unduly with vehicular or pedestrian traffic and trucks are not to be left standing on streets unattended except as made necessary by loading operations, and shall move with the traffic flow.

1.3.13 CONTRACTOR'S PERSONNEL

The contractor shall employ competent and qualified personnel that shall adhere to municipal, State and federal laws, in performance of Collection Services.

1.3.13.1 Contractor's Representative



Contractor shall have a competent and reliable representative on duty that is authorized to make decisions and act on its behalf. Contractor agrees that City shall have twenty-four (24) hour access to said representative via a non-toll call from City. Contractor shall conduct a background criminal check on Contractor's representative assigned to this contract.

1.3.13.2 Route Supervisor(s)

Contractor shall have a minimum of one (1) permanent full time Route Supervisor dedicated to the City. Route Supervisor shall be scheduled to respond Monday through Friday, 7:00AM to 6:30 PM. Contractor shall provide relief personnel coverage by qualified personnel when the permanent Route Supervisor is off. Contractor shall provide City with Route Supervisor's phone number and email address so contact can be made directly when required. Contractor shall conduct a background criminal check on Contractor's Route Supervisor assigned to this contract. Route Supervisor shall:

- (a) Be equipped with and respond to collection related issues received from City from the field via a laptop computer with wireless internet access card, or with a hand held data device such as a smart phone.
- (b) Be equipped with a cellular phone for communications with City and customers to immediately return phone calls to City and customers.
- (c) Be in a company uniform and carry company identification credentials.
- (d) Utilize a company vehicle to respond and meet with customers.
- (e) Participate in asset protection by ensuring all Carts are out of the street, lids closed and are properly being used by customer.
- (f) Be responsible to tag Carts, pull Carts back, and leave informational flyers, on front door or container, to notify customer the reason why the bin or cart was not serviced.
- (g) Be responsible to identify overflowing Containers and contact City to notify City of overflowing Containers.
- (h) Be responsible to respond to complaints on the same day complaint is received up to 6:30 PM regardless of when the Collection Services personnel complete the route.
- (i) Replace lost or damaged Carts that are in need of repair or replacement and assist customers by passing out and explaining program information.



- (j) Be required, upon the request of City, to conduct route audits to verify information regarding Carts and Containers per customer.
- (k) Have strong public relations skills, be able to effectively deal with angry or difficult customers, be able to successfully solve problems while protecting City's interest, highly motivated, dedicated, dependable, resourceful, and ability to establish positive relationships with City and the general public.
- (l) Attend periodic meetings with City, at a place and time determined by the City, to discuss and evaluate Collection Services, solve performance related issues, provide input, and share information, to ensure delivery of quality service.
- (m) Be required, upon the request of City, to attend public meetings, with City, to explain or promote Collection Services.
- (n) Be required, upon the request of City, to perform duties related to Collection Services.

1.3.13.3 Operation Supervisor(s)

In addition to the Route Supervisor position(s) in the section above, Contractor shall also assign a qualified Person or Persons to be in charge of its operations within City, and shall provide the name, office telephone number, mobile phone number, email address, and fax number of Contractor's representatives and key personnel to Contract Administrator. Such records shall be updated as personnel or contact information changes.

1.3.13.4 Hiring of City Residents and Qualified Personnel

The Contractor is encouraged to hire City residents to fill vacant positions at all levels, if deemed qualified. Contractor shall conduct a background criminal check on all employees assigned to this contract. In addition, Contractor shall ensure that they hire and maintain qualified personnel to provide Collection Services under this Agreement.

1.3.13.5 Employee Uniforms & Safety Equipment/Supplies

All supervisory and Collection employees must be provided safety equipment, and supplies prior to and during the performance of their duties. Contractor shall furnish each employee, involved in the performance of this Contract, with a uniform with names, proper identification and a safety vest, shirt or jacket which clearly displays the name of Contractor. Such uniforms and safety equipment shall make the employee readily visible to other motorists. Contractor's employees shall wear complete uniforms and safety vest, shirt or jacket at all



times. All safety equipment and procedures shall meet all federal OSHA, state and local safety requirements. Please note, this does not require for executives to wear the company attire when meeting with the City.

1.3.13.6 Employee Training

All employees involved in the performance of this Agreement including office and all Collection personnel, must be provided adequate training before and during their employment with Contractor.

1.3.13.6.1 Customer Service Training

All Collection, administrative, supervisory and customer service personnel must receive customer service training prior to and during the time they are employed by Contractor.

Contractor's employees shall treat all customers, co-workers, City employees and any individual with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence, and the use of profanity are strictly prohibited.

1.3.13.6.2 Route and Performance Standards Training

The Contractor shall provide training to familiarize employees with the required duties and standards of performance, specific requirement on routes to which they will be assigned, teach the route layouts previously established and approved, and provide necessary knowledge to eliminate delays and missed Collections.

1.3.13.6.3 Operating and Safety Training

All temporary and newly hired permanent Collection and Supervisory personnel must receive comprehensive safety and operational training prior to working on the Collection trucks.

Contractor shall provide regularly scheduled, on-going operating and safety training for all employees. Such meetings shall be mandatory for all Collection and supervisory personnel, and held not less than once per month.

1.3.13.6.4 Training Plan & Manuals

Training manuals and schedules shall be maintained at the local office of Contractor and available for review at any time by Contract Administrator.



The contractor must maintain and provide evidence to the City of ongoing employee safety training and practices, upon request of the City. The plan, at a minimum, shall include provisions for the proper training in identifying and handling unacceptable hazardous wastes and worker safety practices, which prevent damage to human health, the environment and private property.

1.3.13.7 Prohibition against Soliciting and Gratuities

Contractor's employees shall not solicit, accept or encourage tips, gratuities, gifts or anything of value including promises to return after hours to perform Collection Services or accept any payments whatsoever on behalf of City while performing duties under this Agreement.

1.3.13.8 City's right to have Contractor Remove Employees

City reserves the right to make a complaint regarding any employee of Contractor who violates any provision herein, or who is wanton, negligent or discourteous in the performance of his/her duties. City may recommend appropriate action be taken by Contractor and may require Contractor to remove any unacceptable employee, as determined by City, from service to City. City reserves the right to have Contractor remove employees who fail to meet these criteria from services related to this Agreement. In addition, the City may require the contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable.

1.3.14 USE OF SUBCONTRACTORS

If one or more subcontractors are to be used, the subcontractor must be clearly identified and noted in the bid when it is submitted. The City must approve any changes in the use of subcontractors in advance and in writing. No such approval will be construed as making the City a party to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontractor will under any circumstances relieve the Contractor of its liability and obligation under any resulting contract. Subcontractor is subject to the same contractual conditions as is the Contractor.

1.3.15 PROPERTY DAMAGE

The Contractor shall conduct the work in such a manner as to avoid damage to any utilities, private property and public property. Contractor shall be responsible for all cost associated with repair and replacement of any damages incurred through their operations, and at no additional cost to the City or property owner. Any damages shall be immediately reported to the City's Contract Manager. Any such damage must be resolved within a period of three business days.



1.3.15.1 Damages to Private Property

Contractor assumes liability for damages to private property such as fences, awnings, trees, etc. during the collection of trash or garbage. Contractor will promptly contact the City reporting any damage to private property and will restore, at the contractors expense, to a condition at least equal to which existed immediately prior to infliction of damage within a reasonable period of time. The Contractor shall provide a written report to the City's Contract Manager immediately after the repairs have been completed including before and after photographs of damages and repairs.

1.3.15.2 Damages to City Property

Contractor will promptly contact the City in the event of any damage to any City property, road, right of way, bridge, or highway caused by the contractor except through normal wear and tear. The City will restore the City property, road, right of way, bridge, or highway at the contractor's expense to a condition at least equal to that, which existed immediately prior to infliction of damage.

1.3.16 LIQUIDATED DAMAGES & ADMINISTRATIVE CHARGES

The City Manager or his designee will be in charge of assessing liquidated damages.

1.3.16.1 Notice of Non-Compliance

For liquidated damages, a notice of non-compliance will be sent to the Contractor's designated personnel via email. The Contractor shall have 24 hours, or the time frame specified in the specific sections below, to correct the non-compliance or the fee will begin to accrue until the Contractor has proven compliance, as applicable.

1.3.16.2 Missed Collections \$100/household/day & \$250/commercial account/day

If a collection is missed and the commercial account or household notifies the City, the City's Contract Administrator will notify the Contractor, via e-mail, who will return to collect the materials. In all cases, the missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner.

The Contractor shall make note of any containers that are not at curbside during the regular collection. The liquated damage will not be assessed for noted addresses. Therefore, if a customer sets out a container later, and the address is noted as not set out, the Contractor will not have to collect within 24 hours.



The contractor will be assessed liquidated damages of \$100.00 for each missed household pickup per day and \$250 for each commercial pickup per day that is not resolved within 24 hours in the form of a deduction from the proceeds due from the City.

1.3.16.3 Failure to Provide Containers \$100/day/household & \$250/day/commercial account

The Contractor will provide the requested container to each household within three (3) working days of receiving notice from the City. Failure of the contractor to deliver the container within (3) days will result in liquidated damage of one hundred dollars (\$100.00) per day/per household and two hundred and fifty (\$250) per day/commercial account.

1.3.16.4 Failure to Clean Spillage \$50/incident/day

Contractor will be assessed at a liquidated damage of \$50 per incident, per day, for failure to clean spillage (oil, hydraulic fluid, garbage, trash, etc.) on the day the spillage occurs.

1.3.16.5 Failure to Repair Damage \$50/incident/day

Failure to repair damage to public or private property within five (5) calendar days or within the timeframe approved by the City contractor will be assessed at a liquidated damage of \$50 per incident per day.

1.3.16.6 Failure to Maintain Clean & Sanitary Trucks \$100/incident/day

Failure to maintain a collection truck or equipment in a clean and sanitarily manner shall result in the imposition of an assessment of one hundred dollars (\$100) per incident per day.

1.3.16.7 Failure to Maintain Licenses \$100/incident/day

Failure to have a truck properly licensed or failure of the operator to carry his license while on duty shall resolve in \$100 per incident per day.

1.3.16.8 Failure to access the Remote Monitoring System \$100/truck/day

In the event that the Remote Online Web Portal to access the GPS, PTO, Camera, and Weight Monitoring system is not accessible to the City, or the equipment for any of the trucks is not working and reporting data, then the Contractor shall be assessed at a liquidated damage of \$100 per truck per day.

1.3.16.9 Collections outside of Approved Operating Hours \$100/incident/day



Collections outside the hours specified in this agreement, without prior approval of the Project Manager, shall result in a one hundred dollars (\$100) assessment per incident per calendar day.

1.3.17 CUSTOMER SERVICE

1.3.17.1 Office Staff and Hours for Complaint Handling

The contractor will provide for prompt handling of complaints by maintaining an office staff that will receive record and handle complaints. Such staff will be available during the hours of 7 a.m. until 5 p.m., Monday through Friday. During after hours, weekends, and holidays, the Contractor must make available a local message service to record citizen complaints. The contractor will see to it that its employees serve the public in a courteous, helpful, and impartial manner. In the case of complaints regarding collection service or any related activities, the Contractor will, upon being notified of the complaint resolve the complaint in a timely manner.

1.3.17.2 Customer Service Program

The contractor shall develop a customer service program focusing on elimination of repeat customer complaints/requests. Customer Service Program is to be submitted in your proposal.

1.3.17.3 Customer Satisfaction Surveys

The contractor should also provide with their submission any past Customer Satisfaction Surveys that have been administered and qualified by a third party source. The surveys should be based on the citizen and commercial business customer's satisfaction rather than the government agency itself. Past customer satisfaction surveys are to be limited to Miami-Dade, Broward, and Palm Beach Counties for the previous three years.

1.3.18 EDUCATION SERVICES

The Contractor shall provide the following public education services:

1.3.18.1 Annual Solid Waste Notice

Each year during the term of this agreement the Contractor shall publish and distribute a notice to the residents regarding the collection service programs for residential customers. The notice shall contain at a minimum, definitions of the materials to be collected, procedures for setting out the materials and maps of the service area indicating the days when collection services will be provided. The notice shall be approved by the City prior to publication. The notice shall be distributed by the contractor no later than March 1st of every year of the



agreement or such other extended date as may be mutually agreed upon by the City and the Contractor.

The notice **may** include items such as a magnet for the Residential Service Units, which could describe the day and date of the month on which Bulk Waste Collection Service will be provided.

1.3.18.2 Public Awareness Program

Contractor agrees to cooperate in complying with requests of up to forty (40) hours per year from the City to supply a recycling truck and driver at public outreach events, provided that notice of at least five (5) work days is given. It is understood and agreed that there shall be no charge to the City by contractor for compliance with any requests to provide a demonstration collection truck and driver in response to the City's request. In the event that the City's notice for Contractor's cooperation under this section is less than five (5) work days, Contractor, at its sole discretion, may agree to provide the requested demonstration truck and driver.

1.3.19 MONTHLY RECORDS AND REPORTING

1.3.19.1 Monthly Tonnage Reports, with Customers Served & Weight Tickets

Before disposal, all garbage collected from waste generators in the City of Pembroke Pines will be weighed and recorded. The contractor shall keep accurate monthly records of the number of customers served and the monthly tonnage of waste handled and shall provide a monthly report, with invoices and weigh tickets, to the City's Representative within ten days of the end of the month for which the data was collected. The monthly tonnage report shall be broken down by, a minimum of, solid waste for residential service units, commercial service units, bulk (separated by yard waste and other waste, if the City awards the contract with the services being collected separately), recyclables, hazardous household waste, city facilities and city events. The Contractor will maintain, for a period of seven (7) years, copies of weight tickets that are to be made available for City inspection

1.3.19.2 Complaints and Resolutions

For each complaint received, the Contractor is expected to maintain a log for all complaints and the actual or planned resolution.

The Contractor shall submit a monthly report including a summary of all complaints received and resolutions of such during the reporting period. The report format is to be approved by the City's Project Manager prior to the award of the contract.

**1.3.19.3 Collection Locations and New Containers**

Reports should include, but not be limited to such items as new collection locations, collection locations served which do not show on the billing register, locations of new or replacement containers placed by the contractor performing curbside collection.

1.3.19.4 Report Timeline and Formatting

The required monthly reports shall be filed not later than ten (10) calendar days after the last day of the preceding month. The final report format will be approved by the Project Manager or his designated agent. The city reserves the right to modify the report format and require more or different information throughout the term of the contract. The city reserves the right to terminate the awarded contract upon contractor's repetitive failure to comply with record keeping.

1.3.20 ADMINISTRATIVE FEE – 1.25%

Administrative Fees in the amount of 1.25% of all collection and disposal revenues collected from all sources shall be paid to City to compensate City for administrative services provided by City in connection with this Agreement. The aforesaid payment shall be made to City by City deducting Administrative Fees from the amounts collected by City from the applicable accounts served by Contractor.

1.3.21 FRANCHISE FEE – 20%

The City's current Franchise Fee is 20%. The City of Pembroke Pines Code of Ordinances Chapter 112 outlines the franchise requirements for Solid Waste Collection and Disposal. See **Attachment N** for a copy of the current ordinance.

1.3.22 TRANSITION

The Proposer understands and agrees that sixty (60) days (Commencement Date) from the time of the formal agreement signing (Execution Date) is intended to provide the Successful Proposer with sufficient time to, among other things, order equipment and prepare necessary routing changes. The Successful Proposer shall provide all services as set forth in this Solicitation no later than 60 days following formal execution of the agreement, with the exception of supplying new trucks and new recycling containers. The Contractor will be allowed to utilize substitute trucks for 120 days following the 60 day transition period to provide new trucks. The Contractor will be afforded an additional 30 days past the 60-day timeframe to provide the garbage cans and recycling bins to the residents of Malibu Bay and Pelican Pointe.

1.3.23 TERM OF CONTRACT/FRANCHISE AND PRICE ADJUSTMENTS



1.3.23.1 Contract Length and Renewal Option

The City of Pembroke Pines intends to establish a seven (7) year agreement, with one (1) additional seven (7) year renewal term, upon mutual consent, evidenced by a written amendment to the agreement.

The initial term of the contract resulting from this Solicitation shall commence no later than sixty days from the execution of the contract and shall remain in effect for approximately a period of seven (7) years, but no longer than seven years, ending on September 30th. For instance:

Execution Date	Commencement Date	Last Date of the initial Term	Approximate Term
Jun. 2, 2021	Aug. 1, 2021	September 30, 2027	6 Years & 2 Months
Aug. 1, 2021	Sep. 30, 2021	September 30, 2028	7 Years
Sep. 1, 2021	Oct. 31, 2021	September 30, 2028	6 Years & 11 Months
Oct. 1, 2021	Nov. 30, 2021	September 30, 2028	6 Years & 10 Months
Nov. 1, 2021	Dec. 31, 2021	September 30, 2028	6 Years & 9 Months

1.3.23.2 CPI Adjustment to the Collection Component and to HHW Rates

The rates offered by the Proposer in their proposal shall remain firm for an initial period of approximately two years. After the initial two years of the contract, on the following October 1st, and annually thereafter, the collection component of the monthly rate shall be automatically increased according to the annual Consumers Price Index-(CPI/U) Miami-Ft. Lauderdale, FL Area for the annual change for the month of April or 2%, whichever is less but not less than zero. For instance:

Execution Date	Commencement Date	Date of CPI Adjustment	Prices Held Firm For	CPI Change Applied
Jun. 2, 2021	Aug. 1, 2021	Oct. 1, 2023	2 Years & 2 Months	Apr 2022 to Apr 2023
Aug. 1, 2021	Sep. 30, 2021	Oct. 1, 2023	2 Years	Apr 2022 to Apr 2023
Sep. 1, 2021	Oct. 31, 2021	Oct. 1, 2024	2 Years & 11 Months	Apr 2022 to Apr 2023
Oct. 1, 2021	Nov. 30, 2021	Oct. 1, 2024	2 Years & 10 Months	Apr 2022 to Apr 2023
Nov. 1, 2021	Dec. 31, 2021	Oct. 1, 2024	2 Years & 9 Months	Apr 2023 to Apr 2024

1.3.23.3 Changes to the Tipping Fee



In the event that there is a change to the tipping fee at the Disposal Facility, a dollar for dollar adjustment shall be made accordingly to the Disposal portion of the rates.

In the event that the City awards the contract as a “Turnkey” contract, the City will utilize the Waste Generation Factor that the Contractor used in their bid proposal to re-calculate the new Tipping Fees.

In the event that the City awards the contract as a “Collection Only (Disposal Pass Through)” contract, the City will be covering the disposal fees at the Disposal Facility directly and will pay the adjusted rates.

1.3.23.4 Post Contractual Obligations

In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the Contractor shall continue to coordinate and work with the City during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month to month basis until the City establishes a new contract for services.

1.3.24 ANNUAL PERFORMANCE REPORT CARDS & REVIEWS

The City’s Contract Manager will complete a Performance Report Card on an annual basis, at minimum, to address all areas of the Contractor’s Performance to document all services that are being performance in a satisfactory or un-satisfactory manner. These Performance Report Cards will be shared with the Contractors so that they can provide a written plan on how the plan to cure and remedy all areas of concerns and the time line in which these items will be addressed. Failure of Contractor to comply in a timely manner may result in a breach of contract. This process shall in no way limit the City’s Contract Manger’s and the Contractor from addressing issues as they arise on a day to day basis.

1.3.25 TERMINATION

1.3.25.1 Default by Contractor

In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure. The City shall be the sole judge of nonperformance.

1.3.25.2 City Termination



- (a) In the event there should occur any Material Breach or Material Default in the performance of any covenant or obligation of Contractor which has not been remedied within thirty (30) days after receipt of written notice from City specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days, provided that Contractor has undertaken the cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), City, may if such breach or default is continuing, terminate this Agreement upon written notice to Contractor.
- (b) If Contractor shall fail to cure its breach or default as specified in this Section, City may terminate this Agreement upon ten (10) days written notice. In such case, Contractor shall not be entitled to receive further payment for services rendered from the Effective Date of the Notice of Termination.
- (c) In addition, City may invoke performance and payment bonds and may enter into a separate contract for the completion of the Agreement, according to its terms and provisions, or use such other methods as in City's sole opinion shall be required for the completion of the Agreement.
- (d) All damages, costs and charges incurred by City, together with the cost of completing the terms and provisions of the Agreement, shall be deducted from any monies due or which may become due to Contractor. In case the damages, and expenses so incurred by City shall exceed the unpaid balance, then Contractor shall be liable and shall pay to City the amount of such excess.
- (e) If after Notice of Termination it is determined for any reason that Contractor was not in breach or default, then the rights and obligations of City and Contractor shall be the same as if the Notice of Termination had not been issued pursuant to the termination for cause clause as set forth in this Section.
- (f) Upon receipt of Notice of Termination, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise, deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries, such other information as may have been required under the terms of Agreement whether completed or in process.
- (g) The following events shall, without limitation, constitute a Material Breach or a Material Default by Contractor for purposes of this Section:



1. Contractor shall abandon as hereinafter defined, the performance of Collection Services for a period of five (5) consecutive calendar days unless caused by event of Uncontrollable Force. As used herein, the term "abandon" shall refer to voluntary cessation of performance of Collection Service.
2. The failure of Contractor to pay amounts owed to City under the terms of this Agreement within fourteen (14) calendar days after such amounts become finally due and payable.
3. In the event that the Contractor becomes financially distressed as evidenced by one or more of the following:
 - i. Contractor fails to pay its debts when they become due;
 - ii. Contractor has filed for relief or reorganization and bankruptcy or insolvency;
 - iii. Contractor makes an assignment for benefit of its creditors in lieu of taking advantage of any available bankruptcy or insolvency law;

Contractor shall consent to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; or if Contractor is adjudicated insolvent or shall take corporate action for the purpose of any of the foregoing.

4. The default by Contractor with respect to any obligation to any third party pertaining to Contractor or to Collection Services, which may permit any third party, either immediately or following notice and/or the passage of time to accelerate the maturity of any obligation of Contractor, to assume control of Contractor or take possession of or to transfer or caused to be transferred to any third party any portion of the assets of Contractor, but only if such default materially interferes with or prevents Contractor's performance under the terms of this Agreement.
5. If Contractor shall fail to submit a Performance Bond or a renewal or substitute Performance Bond as required pursuant to this Agreement.
6. If Contractor shall fail to diligently perform its work in accordance with the requirements of this Agreement.



1.3.26 CONTRACT MANAGER POSITION

The Contractor awarded the Regular Residential Solid Waste portion of the Contract shall provide the City with \$120,000 annually on October 1st of each year of the Agreement, including any extensions and renewal options, to fund a Contract Manager Position. In the event that the contract does not commence on October 1st, the first payment for the Contract Manager Position shall be pro-rated for the period from commencement date to October 1st, and shall be payable within 30 days of Contract commencement. The Contract Manager shall be selected and employed by the City in the City's sole discretion.

In the event that the Contract does not commence on October 1st, the initial payment shall be prorated for the period from the Commencement Date to October 1st and shall be paid on the Commencement Date. All future payments shall be due on October 1st. In general, the City shall create an invoice and send it to the Contractor for payment, however failure of the City to issue an invoice shall not be considered a waiver of the Contractor to pay the amount due in the aforementioned section.

1.3.27 CONTRACT INSPECTOR POSITION(S)

The Contractor awarded the Commercial portion of the Contract shall provide the City with \$150,000 annually on October 1st of each year of the Agreement, including any extensions and renewal options, to fund a Contract Inspector Position(s). In the event that the contract does not commence on October 1st, the first payment for the Contract Inspector Position(s) shall be pro-rated for the period from commencement date to October 1st, and shall be payable within 30 days of Contract commencement. The Contract Inspector Position(s) shall be selected and employed by the City in the City's sole discretion.

In the event that the Contract does not commence on October 1st, the initial payment shall be prorated for the period from the Commencement Date to October 1st and shall be paid on the Commencement Date. All future payments shall be due on October 1st. In general, the City shall create an invoice and send it to the Contractor for payment, however failure of the City to issue an invoice shall not be considered a waiver of the Contractor to pay the amount due in the aforementioned section.

1.3.28 CUSTOMER BILLING

- A. Subject to the conditions and limitations in this agreement the city shall:
 - (i) Submit bills to customer for all of the services provided by the contractor in the service area; and



- (ii) Pay the contractor for the fees collected, less franchise and administrative fees assessed, provided the contractor is in compliance with the requirements of this agreement.
- B. The City and the Customers shall not have any obligations to pay any fees, charges, cost, or other sum to the contractor unless such payment is explicitly required in this Agreement.
- C. All commercial and industrial accounts shall be set up and managed by the contractor. The contractor will be responsible to send weekly spreadsheets to the contract administrator for processing. The City will process and collect on all invoices.
- D. In all cases, the city shall have sole authority to determine whether in the extent of which the contractor is entitled to payment or services it provided under this agreement.
- E. Neither the Contractor nor its agents, subcontracts, employees or other representatives shall solicit or accept any payment or monetary remunerations from any Customer for the provisions of any service described in this Agreement. If a Customer or other person delivers any money to the Contractor for any service provided in the service area, the Contractor shall forward the money to the Project Manager within two (2) Days after the money is received by the Contractor.
- F. The Contractor may not pursue legal remedies to collect funds for nonpayment by a customer to the City. The City, as the billing agent for the solid waste contractor, has the following procedures in place related to the collection of non-payment accounts.

For Residential Service Units – A resident is required to come into the City's Utility Office and register to receive water, sewer and solid waste service for any residential address. The resident then begins to receive a bill each month that includes charges for water, sewer, and solid waste services. The charge for solid waste service is based on the contracted amount included in the City's solid waste hauler contract. In the event of non-payment, the City completes the following steps:

- (1) The Utility office sends the resident a delinquent notice of late payment and a cut-off date for payment before water and sewer services are turned off.
- (2) If payment of the delinquent portion of the bill is not made, the Utility Office disconnects the water service to the residential address.



- (3) For active accounts (open) the Utility office utilizes the disconnection of water service and the recording on liens as a means for collecting payment on the entire delinquent portion of a residential bill to include solid waste services. The City only places liens on accounts that are in the name of the property owner. The City does not place liens on accounts that are opened by tenants. For inactive accounts (closed) that have a final balance that remains unpaid after 90 days, the Utility Office sends the account to the City's collection agency. Because of the nature of residential solid waste and recycling collection, the Contractor does not suspend service on a house by house basis because of non-payment.

For Commercial Service Units and Multi-Family Service Units – Commercial, Multi-Family, and Industrial type businesses receive separate bills from the City's Utility Office for Water and Sewer and Solid Waste Service. When a Commercial or Industrial business wants to set up solid waste service, the business must contact the contracted hauler to determine type and frequency of service. The Contractor sends the information to the City and the City then begins to bill the business. For the Commercial Service Unit or a Multi-Family Service Unit, the City sends the Contracted hauler weekly aging reports on the status of each business' account. In addition, the City also sends the business delinquent notices of non-payment. It is up to the Contractor to determine if service should be suspended and closed for non-payment. If an account remains closed for 90 days and the delinquent balance has not been paid, the Utility Office sends the account to the City's collection agency.

- G. The City does not assess or collect Sales Use or Service Taxes on the solid waste fee.

1.3.29 DISCLAIMER

The City has, to the best of its knowledge, represented information and data that are current and applicable to this project. The City is providing the information contained herein as a courtesy to the bidder. The City neither guarantees nor warrants that the information contained in this Bid or referenced documents is accurate and complete. The City is not and will not be liable for omissions or errors contained in this Bid. It is the bidder's responsibility to use this information and verify the same during the bidding and contract implementation periods.

1.3.30 CONTRACTOR'S RESPONSIBILITY / FAMILIARITY WITH THE SCOPE



It will be the sole responsibility of the bidder to tour the specified routes, visit the site of the work, examine the plans and familiarize themselves with the work addressed in the contract and the levels of service expected; collection locations of garbage carts, containers, bulk trash and white goods may vary. It is strongly suggested that the bidder become familiar with all routes to fully understand the requirement and equipment necessary to provide garbage, recycling collection to each customer.

It will be assumed that the Contractor has investigated and is fully informed as to the conditions and materials to be encountered as to character, quality, and quantities of work to be performed, and materials to be furnished, and as to the requirements of the plans.

No exceptions will be considered on behalf of the Contractor, after the bids are opened, for any error or negligence in determining the site conditions; and, the Contractor shall become responsible for any changes to the work required as a consequence of such pre-existing conditions.

No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evident that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

In the event Contractor discovers any apparent error or discrepancy, immediately call it to the attention of the City's Project Manager for interpretation or decision. The Contractor shall have the right to appeal any decisions or findings of the Contract Administrator to the City Commission, whose findings and conclusions shall be final and binding.

1.4 BONDS

1.4.1 PERFORMANCE & PAYMENT BONDS

The performance bond shall be conditioned that the Contractor performs the contract in the time and manner prescribed in the contract.

The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor 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.

Contractor shall furnish at its own cost, to City, an irrevocable Performance Bond and an irrevocable Payment Bond, in form and content approved by the City Attorney, for the faithful performance of this contract and all of its obligations arising hereunder in the



amount of **Five Hundred Thousand and 00/100 Dollars (\$500,000.00) dollars, each.** Two (2) separate bonds are required and both must be approved by the City.

The Contractor will be held responsible for renewal of the bond for each successive year of the Agreement, including renewal terms.

Bonds shall be written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, 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 qualification 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: B+ to A+

Contractor shall furnish to City proof of such bond within fifteen (15) days after the execution of this Contract, and in any event prior to commencing work, such proof shall include a statement that the policy or bond may not be canceled or altered without at least thirty (30) days prior notice to City.

Maintenance of said bond and the performance by Contractor of all of the obligations under this paragraph shall not relieve Contractor of liability under the default provisions set forth in this Contract or from any other liability as a result of any breach hereunder. The performance Bond may be "called" in the event of any default hereunder by Contractor. The calling of the Bond shall in no manner restrict or preclude any additional or further remedies available to City against Contractor for breach, default or damages hereunder.

1.4.2 BID BOND / PROPOSAL SECURITY

Not required.

1.5 PROPOSAL SUBMISSION

The www.bidsync.com website allows for vendors to complete, scan and upload their documents as part of the bidder's submittal on the website. Proposals should be formatted as follows:



Title Page:

List the following:

Subject: **RFP # AD-21-01 “Solid Waste, Recycling, HHW, Bulk & Yard Waste Collection Services”**

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm
 - i. Note: This contact person shall also be listed on **Attachment A: Contact Information Form**
4. Telephone Number
5. Email Address

Table of Contents:

Include a clear identification of the material included in the proposal by tab number and page number.

Letter of Interest:

Limit to two (2) pages.

1. Attach a letter of interest that explains your firm’s interest in working on this project, a positive commitment to perform the required work and a description of the firm including:
 - a. Include the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc.
 - b. Summary of abilities and experience of the firm and professional personnel.
 - c. Summary of past performance of the firm on similar projects.
 - d. Recent, current, and projected workload of the firm, and availability and access to the firms’ top level management personnel.

1.5.1 Proposal Requirements

Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

Tab 1 - Firm’s Understanding and Approach to the Work (10 points):

Proposers shall provide documentation that demonstrates their ability to satisfy any of required information contained herein. Proposers who do not satisfy the



requirements or who fail to provide supporting documentation and/or affidavits as specified herein may be deemed non-responsive. If a prescribed format or required documentation for the response to information requirements is listed below, Proposers should use said format and supply said documentation to be considered responsive.

1. **Overall Understanding:** Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation.
2. **Work Plan Methodology:** Include a work plan with an explanation of methodology, including types of trucks to be used (grapple vs. manual, etc.), to be followed to perform the services required of this proposal, including:
 - a. Collection of Household Garbage from Residential Service Units
 - b. Collection of Recyclables from Residential Service Units
 - c. Collection of Bulk Waste and Bulk Yard Waste from Residential Service Units
 - d. Hazardous Household Waste Program
 - e. Collection Services from Commercial Service Units
3. **Sub-Contractors:** If one or more subcontractors are to be used, the subcontractor must be clearly identified along with what services and role they will play in accomplishing the requested services.
4. **Operating in Conjunction with the Disposal Facility:** Describe how Proposer will operate the Sanitation Services and work in conjunction with the Disposal Facility/Landfill designated for use.
5. **Transition Plan:** Describe the Proposer's plan to assume operations from existing Contractor without interruption of service.
6. **Communication Systems:** Provide a narrative describing communication systems installed in trucks and in office.
7. **Accounting System Safeguards:** Provide a narrative regarding safeguards in the Proposer's accounting system to assure that all revenues and expenses are captured by their accounting system.
8. **Organizational Chart:** Provide an organizational chart showing all individuals, including their titles, whom will perform any work on the Contract. This chart must clearly identify the Proposer's employees and those of the sub-contractors or sub-consultants.
9. **Approach to Organization Management:** Describe the Proposer's approach to organization/management and the responsibilities of



Proposer's management and staff personnel that will perform work on the Contract.

10. **Personnel Policies:** Provide a narrative describing personnel policies detailing hiring practices, standards, effective employee performance and training, safety and timely initiation and completion of all work.
11. **Approach to Customer Service:** Describe method employed to ensure prompt service, customer satisfaction, prompt complaint resolution and overall customer service.
12. **Issues of Concern:** Identify any issues or concerns of significance that may be appropriate.
13. **Why Should the City Award Your Firm?:** A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.

Tab 2 - Qualifications and Experience of Vendor (10 points):

Clearly describe the proposer's ability to perform the scope of services requested in this Solicitation, a history of the Proposer's background and experience providing similar services, the qualifications of the Proposer's personnel to be assigned to this project, the subcontractors, sub-consultants, and/or suppliers and a brief history of their background and experience, and, any other information called for by this Solicitation which the Proposer deems relevant. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the Proposer, staff, subcontractors, sub-consultants, and/or suppliers. In addition, please address the relevant data regarding any sub-contractors that will be used along with clearly identifying that the information referenced relates to the proposer or a specific sub-contractor.

1. **Firm's Longevity, Name and Owner's Previous Business Names:** State the number of years that the Proposer has been in business, and the number of years in business operation under the Proposer's current business name. Any business owner who has previously operated a business under another name must include a description of the previous business. Failure to include such information will be deemed as intentional misrepresentation by the City, and will render the Proposer's Proposal non-responsive.
2. **Firm Description:** The proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of service will impact the proposed service.



3. **Qualifications:** Submit evidence as to the qualifications such as, previous experience, and/or evidence of legal qualifications to perform the work. By providing a submittal to the City, the Contractor is certifying that the Contractor and any sub-Contractor has all necessary professional licenses, certifications and business tax receipts that are required by any applicable agencies including State, Federal, Local governments. Contractor shall provide any required licenses, certifications and related documentation to the City upon request.
4. **Ten Years of Continuous Government Experience:** Provide evidence of continuously engagement in providing products and services similar to those specified herein for a period of ten (10) years or more in a government setting and evidence the company is presently engaged in the provision of these services.
5. **Litigation or investigation(s):** Describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees (while in the performance of their duties,) subcontractors or sub-consultants is or has been involved within the last five years and within the counties of Miami-Dade, Broward, and Palm Beach, and related to the collection and disposal of solid waste and recycling for local governments. Contractor shall also list any applicable case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.
6. **Prior Complaints:** Describe and explain any prior complaints (both substantiated and inconclusive) filed with any governmental agency, against the Proposer, any of its employees (while in the performance of their duties,) subcontractors or sub-consultants is or has been involved within the last five years and within the counties of Miami-Dade, Broward, and Palm Beach, and related to the collection and disposal of solid waste and recycling for local governments.
7. **Subsidiary/Affiliate Company(ies):** List any subsidiary/affiliate company in the same business, the nature of the relationship, and the location of their office.
8. **Experience and Qualifications:** Describe the experience, qualifications, and other vital information, including relevant experience on similar contracts, of all key individuals and sub-contractors or sub-consultants who will perform work on the Contract. This information shall include functions to be performed by the key individuals and the subcontractors or sub-consultants.



9. **Resumes:** Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to the Contract, including any sub-contractors or sub-consultants. The phrase “all key personnel” includes all partners, managers, seniors, etc.

Tab 3 - References (5 points):

Provide completed reference forms of other municipalities or contracts where similar services have been satisfactorily performed within the past **two years** and where the municipal population is greater than **100,000** residents. References should be capable of explaining and confirming your firm’s capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers’ submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

1. **Attachment F: References Form**

- a. **Reference Contact Information:** The client name, address, telephone number, e-mail address and the name of a representative for whom the engagement was undertaken who can verify satisfactory performance.
- b. **Nature of the firm’s responsibility on the project:** A description of the required work and a statement or notation as to whether the Proposer was a prime contractor, subcontractor, etc.
- c. **Project Duration:** The contract period and duration.
- d. **Size of the project:** Include number of households served. In addition, identify the number of commercial accounts served.
- e. **Cost of project:** Estimated value of the contract.
- f. **Additional Information:** In addition to the reference forms, proposers may submit supplemental detailed information regarding the references and services provided for those contracts.

2. **Customer Satisfaction:** Provide evidence of established a satisfactory record of customer satisfaction performance for a reasonable period of time.
 - a. **Past Customer Satisfaction Surveys:** If applicable, please provide copies of any past Customer Satisfaction Surveys that have been administered and qualified by a third party source. Past customer satisfaction surveys are to be limited to the past three years and within the area of Miami-Dade, Broward, and Palm Beach Counties.



Tab 4 – Equipment Availability and Capability (10 points):

1. **Proposed Fleet:** Please indicate the proposed listing of trucks that the proposer plans to utilize in order to satisfy all required services in this contract. Indicate the type, year, manufacturer, quantity and capability of truck(s) to provide the services required. Also indicate the intended ownership of the trucks.
2. **GPS, PTO and Camera Monitoring Technology:** Please address the proposed system that the proposer intends to utilize in their trucks to address the GPS, PTO and Camera Monitoring Technology requirements requested by the City. Please indicate if you currently utilize these services and how they have or will work. Provide visual representations of the user interface that the City will see when logging into the remote web portal and the abilities that the system will have.
3. **Weight Monitoring Technology:** Please address the proposed system that the proposer intends to utilize in their trucks to address the Weight Monitoring Technology requirements requested by the City. Please indicate if you currently utilize these services and how they have or will work. Provide visual representations of the user interface that the City will see when logging into the remote web portal and the abilities that the system will have.
4. **Current Fleet:** Please provide a complete listing of current trucks owned and/or operated by the contractor in the tri-county area. Indicate the type, year, manufacturer and capability of truck(s) to provide the services required. Also indicate the ownership of the trucks and if they are currently assigned to a contract with a municipality or entity to provide services.
5. **Current Equipment:** Please provide a complete listing of current Containers owned and/or operated by the contractor in the tri-county area. Indicate the type, year, manufacturer and capability of containers to provide the services required. Also indicate the ownership of the equipment and if they are currently assigned to a contract with a municipality or entity to provide services.
6. **Back-Up Equipment and Trucks:** Each proposer shall demonstrate their ability to provide back-up equipment and trucks beyond those assigned to the proposed contract and within reasonable proximity to the City of Pembroke Pines.
7. **Plan to Address Container Needs of this Contract:** Please provide a plan to address the contract requirements for household carts (both solid waste and recycling) and commercial and industrial containers.



Tab 5 – Financial Capability (10 points):

1. Each proposer shall demonstrate their standing with regard to its ability to obtain a Performance bond from a registered surety.
2. Proposers may submit any other additional information to demonstrate their Financial Capability.

Tab 6 – Pricing Structure (40 points):

1. The Proposer shall provide pricing using the Proposal Form as provided in **Attachment P**. The Proposal Form shall be completed and re-uploaded in Excel Format. In **addition** to submitting the form in Excel format, the proposer may also upload the form as a PDF.

Tab 7 – Green Initiative (10 points):

The City is interested in contracting with a company that can offer a service that is environmentally friendly and could possibly reduce the City's carbon footprint. The evaluation of this criterion will be measured by the information contained in the vendor's proposal and the vendor's ability to help the City decrease the carbon footprint. Proposals can reach beyond the scope of solid waste and recycling collection and disposal.

1. Please identify any green initiatives, which may include various items such as; alternative fuel, recycling participation programs, or any other ideas or programs the vendor may be able to offer to the City.
2. Vendor must present statistical data to substantiate any claims at reduction on carbon footprint or success of an environmental program.

Tab 8 – Other Completed Documents:

1. Attachment A: Contact Information Form
 - a. Attached is contact information form (**Attachment A**) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal.
 - b. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.



- c. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
 - d. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
 - e. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.
2. Attachment B: Non-Collusive Affidavit
 3. Attachment C: Proposer's Qualifications Statement

1.5.2 Exceptions to the Solicitation

Please indicate any exceptions that that Proposer has to the terms of this solicitation, however please note that any exceptions may eliminate the proposer from consideration.

1.5.3 Additional Information

Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section. Please limit this section to 20 pages.

1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS

The City has implemented a new process that is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will require vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project.

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

These forms will be found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines. Please note that the BidSync website requires bidders to complete all of these qualifications prior to being able to submit questions on any bids, therefore, please make sure to complete this information as soon as possible.

The following documents can be completed prior to the bidding process through the BidSync website and do not need to be attached to your submittal as the BidSync website will automatically include it.



1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

1.6.3 Sworn Statement on Public Entity Crimes Form

1.6.4 Local Vendor Preference Certification (Up to 5 points):

- a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
- b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.
- c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.

1.6.5 Local Business Tax Receipts

1.6.6 Veteran Owned Small Business Preference Certification (Up to 2.5 points):

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

1.6.7 Equal Benefits Certification Form

1.6.8 Vendor Drug-Free Workplace Certification Form

1.6.9 Scrutinized Company Certification

1.6.10 E-Verify System Certification Statement



- a. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security (“DHS”).
- b. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria:

Criteria	Points
Understanding and Approach to Scope of Work	10 points
Qualifications and Experience of Vendor	10 points
References	5 points
Equipment availability and capability	10 points
Financial Capability	10 points
Pricing Structure	40 points
Green Initiative	10 points
Local Vendor Preference/ Veteran Owned Small Business Preference*	5 points
Total	100 points

**Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.*

Veteran Owned Small Business (VOSB) is also used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small



Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.

All other vendors shall receive zero (0) points.

- C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. In addition, the Evaluation Committee may schedule a meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.
- D. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer(s) whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

1.7.1 SCORING FOR PRICING STRUCTURE CRITERIA

The Evaluation Committee will utilize the following when calculating the weighted score of each vendor related to the **Pricing Structure** criteria.

The **Pricing Structure** for each proposer will be multiplied against the City's estimated amounts, to determine the Proposal amounts for each proposer, related to any specific categories of service.

Then the **Lowest Proposal** will be divided by **Proposer "X" Cost Proposal** times the **Maximum Available Points for the Pricing Structure Criteria** = **Proposer "X" Cost Score**.

Example:

Firm "A" cost proposal is \$10,000 and is the lowest cost proposal

Firm "B" cost proposal is \$15,000

Firm "C" cost proposal is \$20,000

Maximum Points Available for the "Pricing Structure" criteria: 25

Calculation:

Firm "A": Lowest price and receives 25 points

Firm "B": $\$10,000 / \$15,000 \times 25 \text{ points} = 16.67 \text{ points}$

Firm "C": $\$10,000 / \$20,000 \times 25 \text{ points} = 12.50 \text{ points}$

1.8 TENTATIVE SCHEDULE OF EVENTS



Event	Time &/or Date
Issuance of Solicitation (Posting Date)	March 9, 2021
Non-Mandatory Pre-Bid Meeting	9:00 a.m. on March 24, 2021
Question Due Date	April 6, 2021
Anticipated Date of Issuance for the Addenda with Questions and Answers	April 15, 2021
Proposals will be accepted until	2:00 p.m. on April 27, 2021
Proposals will be opened at	2:30 p.m. on April 27, 2021
Evaluation of Proposals by the Evaluation Committee	May
Recommendation of Contractor to City Commission award	June 2, 2021

1.8.1 VIRTUAL NON-MANDATORY PRE-BID MEETING

There will be a non-mandatory scheduled pre-bid meeting on **March 24, 2021 at 9:00 a.m.** Meeting location will be at the Public Services Building, Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, FL 33025.

At the time of writing this notice, the City will not be opening up the physical location for public access as City offices are closed to the public, due to the COVID-19 Coronavirus Pandemic.

As a result, meetings may be a combination of in-person and virtual, all as provided by law. In any event, the public is encouraged to attend the meeting virtually in lieu of attending the meeting in person.

While considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to participate in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the Cisco Webex Meetings app from <https://www.webex.com/downloads.html/>.

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department



City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9022
purchasing@ppines.com

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before 2:00 p.m. on April 27, 2021.

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.



SECTION 2 - INSURANCE REQUIREMENTS

2.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

2.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

2.6 REQUIRED INSURANCE



CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓ ☐ 2.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ✓ ☐ 2.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.



Yes No

- ✓ ☐ 2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- ☐ ✕ 2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- ✓ ☐ 2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$5,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ ✕ 2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **N/A** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*



Yes No

- ✓ ☐ 2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ ✗ 2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than N/A per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ ✗ 2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- ☐ ✗ 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products &



completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ ☒ 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ ☒ 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than N/A per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ ☒ 2.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage.



Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

☐ x 2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

- 2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 2.7.2 Waiver of all Rights of Subrogation against the CITY.
- 2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the “**Ask a Question**” option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the “**Question Due Date**” stated in the solicitation. Questions received after “**Question Due Date**” shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact the BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.



Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and

highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

3.12 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that



the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.15 COPYRIGHT OR PATENT RIGHTS

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

3.16 PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

3.17 CONFLICT OF INTEREST

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

3.18 FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

3.19 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer 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 Proposer that there are no citations or violations. Proposer shall notify



CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.20 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.21 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync

website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.



(b) Announce at that meeting the name of each bidder and the price submitted in the bid.

(c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **“construction or repairs on a public building or public work”** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.24 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

3.25 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to,

reasonable attorney's fees (including appellate attorney's fees) and costs.

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 Proposer 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.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer 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 Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Patent and Copyright Indemnification:

Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.27 DEFAULT PROVISION



In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

3.30 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

(a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or



(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other

information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BIDS SYNC WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.



3.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

3.33 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager

regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted communication: The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

3.34 E-VERIFY

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

a) "Contractor" means a person or entity that has entered or is attempting to



enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

- b) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- c) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's

E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

- c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.