



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. RFP No. 06-06-18-11

Description/Title: Household Hazardous Waste Collection & Disposal Services

Initial Contract Term: Start Date: 10/24/18 End Date: 10/23/20

Renewal Terms of the Contract: Two (2) (No. of Renewals) Renewal Options for Two (2) yr period (Period of Time)

Renewal No. 1 Start Date: 10/24/20 End Date: 10/23/22

Renewal No. 2 Start Date: 10/24/22 End Date: 10/23/24

Renewal No. Start Date: End Date:

SECTION #1 VENDOR AWARD

Vendor Name: Clean Harbors Environmental Services, Inc.

Vendor Address: 7001 Kilo Avenue, Barlow, FL 33830

Contact: Patrick Ethridge

Phone: 954-465-6469 Fax:

Cell/Pager: Email Address: ethridge.patrick@cleanharbors.com

Website: https://www.cleanharbors.com FEIN:

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: September 13, 2018 Resolution/Agenda Item No.: 2018-167

Insurance Required: Yes X No

Performance Bond Required: Yes No X

SECTION #3 LEAD AGENCY

Agency Name: City of Coconut Creek

Agency Address: 4800 West Copans Rd., Coconut Creek, FL 33063

Agency Contact: Lorie Messer Email lmesser@coconutcreek.net

Telephone: 954-956-1584 Fax: 954-973-6754

RESOLUTION NO. 2018-167

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. TO PROVIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES PURSUANT TO RFP NO. 06-06-18-11; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the current Agreement with Clean Harbors Environmental Services, Inc. will expire on October 23, 2018; and

WHEREAS, the City of Coconut Creek is the lead agency for this cooperative contract on behalf of the Southeast Florida Governmental Purchasing Co-operative Group; and

WHEREAS, on May 6, 2018, the City issued Request for Proposals (RFP) No. 06-06-18-11 to contract with a qualified and experienced firm to provide household hazardous waste collection and disposal services; and

WHEREAS, twenty-eight (28) electronic invitations were sent through the eBid System and two responsive submittals were received; and

WHEREAS, the Selection Committee, comprised of Mike Heimbach, Public Works Program Manager; Brian O'Connor, Purchasing Manager, Town of Davie; Melissa Doyle, Solid Waste Program Manager, City of Fort Lauderdale; and Russell Ketchem, Solid Waste Manager, City of Pompano Beach, evaluated the proposals in accordance with the following criteria: (1) Operational Plan for the City; (2) Qualifications and Experience; (3) Resources and Availability, (4) Past Performance; and (5) Price; and

WHEREAS, based on the evaluation of the aforementioned criteria, the results of the reference checks, presentations provided, and final ranking of the Selection

Committee, staff is recommending that Clean Harbors Environmental Services, Inc. be awarded the contract to provide household hazardous waste collection and disposal services and other related services; and

WHEREAS, the initial contract period shall be for two (2) years with the option to extend the contract for two (2) additional two (2) year periods; and

WHEREAS, the City Commission deems it to be in the best interest of the residents of the City of Coconut Creek to contract with Clean Harbors Environmental Services, Inc. to provide household hazardous waste collection and disposal services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution. All Exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

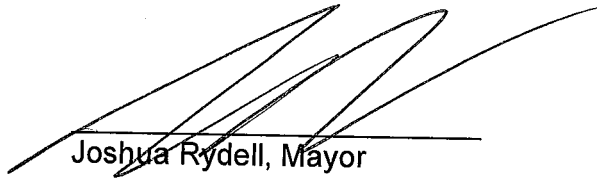
Section 2: That the City Commission has reviewed and hereby approves the Agreement between the City of Coconut Creek and Clean Harbors Environmental Services, Inc. for the purpose of providing household hazardous waste collection and disposal services.

Section 3: That the City Manager, or designee, is hereby authorized to execute the Agreement between the City of Coconut Creek and Clean Harbors Environmental Services, Inc. to provide household hazardous waste collection and disposal service.

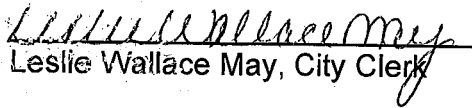
Section 4: That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this Resolution.

Section 5: That this Resolution shall be in full force and effect immediately upon its adoption.

Adopted this 13th day of September, 2018.


Joshua Rydell, Mayor

Attest:


Leslie Wallace May, City Clerk

Rydell Aye

Welch Aye

Tooley Aye

Sarbone Aye

Belvedere Aye

AGREEMENT
between
THE CITY OF COCONUT CREEK
And
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
for
HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES
RFP NO. 06-06-18-11

THIS AGREEMENT is made and entered into this 13 day of September, 2018 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Clean Harbors Environmental Services, Inc. with offices located at 7001 Kilo Avenue, Barlow, FL 33830 (the "Vendor") to provide Household Hazardous Waste Collection and Disposal Services pursuant to RFP No. 06-06-18-11.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Vendor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract of RFP No. 06-06-18-11, all addenda issued prior to, all modifications issued after execution of this Agreement, and Vendor's submitted response to RFP No. 06-06-18-11 specifically excluding any exceptions made by the Vendor to the RFP No. 06-06-18-11. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

2) The Work

The Vendor shall perform all work for the City required by the contract documents, RFP No. 06-06-18-11 and as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.
- c) Vendor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d) Vendor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Contract Price

Pricing shall be as per Attachment "A" - Schedule of Proposal Prices & List of Participating

Agencies.

4) Contract Term

The initial Agreement period shall be for two (2) years, beginning on October 24, 2018 through October 23, 2020.

5) Contract Extension

The City reserves the right to extend the Agreement for two (2) additional two (2) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Vendor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

6) Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Vendor/Contractor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Vendor/Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

7) Independent Contractor

Vendor is an independent Contractor under this Agreement. Personal services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Vendor.

8) Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

9) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

VENDOR

Patrick Ethridge
Clean Harbors Environmental Services, Inc.
7001 Kilo Avenue
Barlow, Florida 33830
Phone: 954-465-6469
Email: ethridge.patrick@cleanharbors.com

10) Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

11) Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the Southern District in and for the State of Florida.

12) Signatory Authority

The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

13) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14) Merger; Amendment

This Agreement constitutes the entire Agreement between the Vendor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Clean Harbors Environmental Services, Inc., signing by and through Mitch Osborne, Regional VP, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Karen M Brooks 10/9/18
for Mary C. Blasi, City Manager Date

Leslie Wallace May 10/9/18
Leslie Wallace May Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn 10/9/18
Terrill C. Pyburn, City Attorney Date

VENDOR

ATTEST:

Clean Harbors Environmental Services, Inc.

Company Name

(Corporate Secretary)

Mitch Osborne 10-2-18
Signature of President/Owner Date

Type/Print Name of Corporate Secy.

James M. Osborne
Type/Print Name of President/Owner

(CORPORATE SEAL)

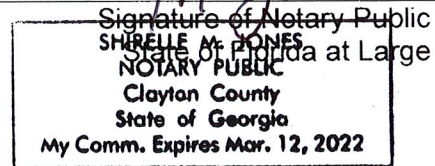
CORPORATE ACKNOWLEDGEMENT

STATE OF Georgia
FLORIDA:
COUNTY OF Fayette :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared James M. Osborne, of Clean Harbors Environmental Services a Massachusetts Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 2nd day of October, 2018.

Shirley M. Jones



Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☒ Produced Identification

GA DL

Type of I.D. Produced

☒ DID take an oath, or
☐ DID NOT take an oath.

ATTACHMENT "A"
SCHEDULE OF PROPOSAL PRICES & LIST OF PARTICIPATING AGENCIES

LINE #	DESCRIPTION	ESTIMATED QUANTITIES	UOM	UNIT PRICE	EXTENDED
1	Mobilization for remote collection events only. Does not apply to fixed facility drum pickups, mobilization of contract labor and supply deliveries.				
1.1	One Day Remote Event Mobilization. Fixed Price to include all staff and equipment	22	EA	\$3,579.00	\$78,738.00
1.2	Sunday Remote Event Mobilization. Fixed Price to include all staff and equipment	1	EA	\$5,368.50	\$5,368.50
2	Contract Labor for Remote Collection Events				
2.1	Regular Per Hour Rate (8-hours onsite)	1465	HR	\$44.00	\$64,460.00
2.2	Overtime Per Hour Rate (After 8-hours onsite)	185	HR	\$65.00	\$12,025.00
3	Supplies Including Delivery				
3.1	5-Gallon Poly	490	EA	\$16.84	\$8,251.60
3.2	16-Gallon Poly	200	EA	\$20.00	\$4,000.00
3.3	30-Gallon Poly	165	EA	\$50.12	\$8,269.80
3.4	55-Gallon Poly	170	EA	\$44.90	\$7,633.00
3.5	55-Gallon Steel	830	EA	\$44.90	\$37,267.00
3.6	85-Gallon Steel	30	EA	\$168.35	\$5,050.50
3.7	Flex Bin	495	EA	\$84.18	\$41,669.10
3.8	Fluorescent Bulb Box 8-Ft	100	EA	\$16.84	\$1,684.00
3.9	Fluorescent Bulb Box 4-Ft	270	EA	\$16.84	\$4,546.80
3.1	Vermiculite (Per 16 lb. bag)	600	EA	\$44.90	\$26,940.00
4	Waste Disposal				
4.1	Petroleum Oils	35500	LBS	\$0.24	\$8,520.00
4.2	Fuels and Solvents Halogenated and Halogenated	45800	LBS	\$0.37	\$16,946.00
4.3	Antifreeze	18700	LBS	\$0.37	\$6,919.00
4.4	Lead Acid (wet and dry cell)	39750	LBS	\$1.13	\$44,917.50
4.5	Nickel Cadmium and Nickel Metal Hydride	1785	LBS	\$1.13	\$2,017.05
4.6	Lithium and Lithium Ion	2850	LBS	\$1.13	\$3,220.50
4.7	Aerosol Cans	34400	LBS	\$0.92	\$31,648.00
4.8	Alkyd (Oil Based) Paint in Cans	47800	LBS	\$0.74	\$35,372.00
4.9	Pesticides/Poisons Liquid	23540	LBS	\$1.25	\$29,425.00
4.1	Pesticides/Poisons Solid	10800	LBS	\$1.25	\$13,500.00
4.11	Solids Containing Flammable Liquids	25500	LBS	\$0.91	\$23,205.00
4.12	Corrosives Liquid or Solid Acid or Alkaline	25270	LBS	\$0.99	\$25,017.30
4.13	Oxidizers Liquid or Solid	2050	LBS	\$1.25	\$2,562.50
4.14	Organic Peroxides Liquid or Solid	6340	LBS	\$6.02	\$38,166.80
4.15	Mercury	195	LBS	\$11.50	\$2,242.50
4.16	Reactives	10220	LBS	\$6.02	\$61,524.40
4.17	Straight Fluorescent Bulbs	17650	EA	\$1.37	\$24,180.50
4.18	Compact Fluorescent Bulbs	13200	EA	\$2.46	\$32,472.00
4.19	Metal Halide and Other Various Bulbs	3300	EA	\$2.46	\$8,118.00
4.2	Refrigerant/Extinguishers Gases	2200	LBS	\$6.00	\$13,200.00
4.21	Propane/MAPP Gas	6360	LBS	\$5.50	\$34,980.00
4.22	Latex Paint	504200	LBS	\$0.25	\$126,050.00
5	Group 2 - Electronic Waste				
5.1	Monitors/TV/CPUs	12800	LBS	\$0.35	\$4,480.00
5.2	Misc. Small Electronic Devices	180250	LBS	\$0.09	\$16,222.50
6	Flat Fee for the preparation and processing of invoices for Joint Events only				
6.1	Please state your "Flat Fee" for processing invoices for Joint Events only	1	EA	\$0.00	\$0.00
		TOTALS		\$9,618.07	\$910,809.85

LIST OF PARTICIPATING AGENCIES

AGENCY	CITY CONTACT	CONTACT INFORMATION
City of Coconut Creek 4800 West Copans Rd. Coconut Creek, FL 33063	Lorie Messer Purchasing Analyst	Tel: (954) 956-1584 Fax: (954) 973-6754 Email: lmesser@coconutcreek.net
City of Coral Springs 9551 W. Sample Rd. Coral Springs, FL 33065	Angelo Salomone Purchasing Administrator	Tel: (954) 344-1102 Fax: (954) 344-1087 Email: asalomone@coralsprings.org
City of Fort Lauderdale 100 North Andrews Ave. Fort Lauderdale, FL 33301	Adam Makarevich Procurement Specialist II	Tel: (954) 828-5073 Fax: (954) 828-5576 Email: AMakarevich@fortlauderdale.gov
City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060	Otis J. Thomas General Services Director	Tel (954) 786-4098 Fax: (954) 786-4168 Email: Otis.thomas@copbfl.com
City of Tamarac 6011 Nob Hill Rd. Tamarac, FL 33321	Troy Gies Budget & Contracts Manager	Tel: 954) 597-3718 Fax: (954) 549-3710 Email: troy.gies@tamarac.org
City of Lauderdale Lakes 4300 NW 36 ST. Lauderdale Lakes, FL 33319	Robin Soodeen Assistant Public Works Director	Tel: (954) 535-2758 Email: Robins@lauderdalelakes.org
City of North Lauderdale 701 SW 71 st Ave. N. Lauderdale, FL 33068	George Krawczyk Director of Public Works/Utilities	Tel: (954) 597-4756 Email: gkrawczyk@nlauderdale.org
City of Deerfield Beach 401 SW 4th Street Deerfield Beach, FL 33441	David Eberlin Assistant Director Sustainable Management	Tel: (954) 480-4382 Email: deberlin@deerfield-beach.com
Town of Davie 6591 Orange Drive Davie, FL 33314	Phillip Holste Assistant Town Administrator	Tel: (954) 797-1041 Cell: (954) 461-0123 Email: Phillip_Holste@davie-fl.gov
City of Coral Gables 2800 SW 72 nd Ave. Miami, FL 33155	David Lindsey Administrative Analyst Public Works Department	Tel: (305) 460-5055 Email: dlindsey@coralgables.com
Lauderdale By The Sea 4501 N. Ocean Drive Lauderdale by the Sea, FL 33308	Sharon P. Ragoonan Assistant Town Manager	Tel: (954) 640-4212 Fax: (954) 634-4653 Email: sharonr@lbts-fl.gov



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)

10/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061 USA	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: ACE Property & Casualty Insurance Company INSURER C: Indemnity Insurance Company of North America INSURER D: Indian Harbor Insurance Company INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: W4152323

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		HD0G27872189	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY MCS-90 <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		ISAH2509718A	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			G4682586A 001	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WLRC64620940 (AOS)	11/01/2017	11/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Workers Compensation & Employers Liability Per Statute			WLRC64620939 (AZ, CA, MA)	11/01/2017	11/01/2018	E.L. Each Accident \$2,000,000 E.L. Disease - Pol Lmt \$2,000,000 E.L. Disease Each Emp \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Scope of Work: HHW collection events.

City of Coconut Creek is named as an Additional Insured for General Liability and Auto Liability as their interests may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

City of Coconut Creek Attn: Lorie Messer 4800 West Copans Road Coconut Creek, FL 33063	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jula M Powers</i>
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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Massachusetts, Inc.		NAMED INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061 USA	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 003 EFF DATE: 11/01/2017 EXP DATE: 11/01/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company NAIC#: 36940
 POLICY NUMBER: PEC004203904 EFF DATE: 11/01/2017 EXP DATE: 11/01/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Legal Liability	Each Claim	\$10,000,000
	Aggregate	\$10,000,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 003 EFF DATE: 11/01/2017 EXP DATE: 11/01/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000

CITY OF COCONUT CREEK
HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES
RFP NO. 06-06-18-11
TABULATION

Event Number	RFP No. 06-06-18-11 Addendum 1	Organization	City of Coconut Creek, FL				
Event Title	Household Hazardous Waste Collection and Disposal Services	Workgroup	Purchasing Division				
Event Type	Request for Proposal	Event Owner	Lorie Messer				
Issue Date	5/6/2018 07:01:00 AM (ET)	Email	lmesser@coconutcreek.net				
Close Date	6/6/2018 11:00:00 AM (ET)	Phone	1 (954) 956-1584 x Fax: 1 (954) 973-6754				
Responding Suppliers		Response Submitted		Lines	Total		
Clean Harbors Environmental Services		6/5/2018 12:52:18 PM (ET)		40	\$910,809.85		
Waste Pro of Florida, Inc.		6/5/2018 04:07:54 PM (ET)		40	\$1,103,687.35		
				Clean Harbors Environmental		Waste Pro of Florida, Inc.	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Mobilization for remote collection events only. Does not apply to fixed facility drum pickups, mobilization of contract labor and supply deliveries.						
1.1	One Day Remote Event Mobilization. Fixed Price to include all staff and equipment.	22	EA	\$3,579.00	\$78,738.00	\$2,200.00	\$48,400.00
1.2	Sunday Remote Event Mobilization. Fixed Price to include all staff and equipment.	1	EA	\$5,368.50	\$5,368.50	\$2,400.00	\$2,400.00
2	Contract Labor for Remote Collection Events						
2.1	Regular Per Hour Rate (8-hours onsite)	1465	HR	\$44.00	\$64,460.00	\$72.49	\$106,197.85
2.2	Overtime Per Hour Rate (After 8-hours onsite)	185	HR	\$65.00	\$12,025.00	\$108.72	\$20,113.20
3	Supplies Including Delivery						
3.1	5-Gallon Poly	490	EA	\$16.84	\$8,251.60	\$14.42	\$7,065.80
3.2	16-Gallon Poly	200	EA	\$20.00	\$4,000.00	\$32.59	\$6,518.00
3.3	30-Gallon Poly	165	EA	\$50.12	\$8,269.80	\$43.57	\$7,189.05
3.4	55-Gallon Poly	170	EA	\$44.90	\$7,633.00	\$47.25	\$8,032.50
3.5	55-Gallon Steel	830	EA	\$44.90	\$37,267.00	\$47.25	\$39,217.50
3.6	85-Gallon Steel	30	EA	\$168.35	\$5,050.50	\$185.00	\$5,550.00
3.7	Flex Bin	495	EA	\$84.18	\$41,669.10	\$72.98	\$36,125.10
3.8	Fluorescent Bulb Box 8-Ft.	100	EA	\$16.84	\$1,684.00	\$24.24	\$2,424.00
3.9	Fluorescent Bulb Box 4-Ft.	270	EA	\$16.84	\$4,546.80	\$14.55	\$3,928.50
3.10	Vermiculite (Per 16 lb. bag)	600	EA	\$44.90	\$26,940.00	\$38.18	\$22,908.00
4	Waste Disposal						
4.1	Petroleum Oils	35500	LBS	\$0.24	\$8,520.00	\$0.46	\$16,330.00

4.2	Fuels and Solvents Halogenated and Halogenated	45800	LBS	<u>\$0.37</u>	\$16,946.00	\$0.50	\$22,900.00
4.3	Antifreeze	18700	LBS	\$0.37	\$6,919.00	<u>\$0.31</u>	\$5,797.00
4.4	Lead Acid (wet and dry cell)	39750	LBS	\$1.13	\$44,917.50	<u>\$0.36</u>	\$14,310.00
4.5	Nickel Cadmium and Nickel Metal Hydride	1785	LBS	\$1.13	\$2,017.05	<u>\$0.74</u>	\$1,320.90
4.6	Lithium and Lithium Ion	2850	LBS	<u>\$1.13</u>	\$3,220.50	\$7.29	\$20,776.50
4.7	Aerosol Cans	34400	LBS	<u>\$0.92</u>	\$31,648.00	\$2.11	\$72,584.00
4.8	Alkyd (Oil Based) Paint in Cans	47800	LBS	<u>\$0.74</u>	\$35,372.00	\$1.20	\$57,360.00
4.9	Pesticides/Poisons Liquid	23540	LBS	<u>\$1.25</u>	\$29,425.00	\$2.66	\$62,616.40
4.10	Pesticides/Poisons Solid	10800	LBS	<u>\$1.25</u>	\$13,500.00	\$1.34	\$14,472.00
4.11	Solids Containing Flammable Liquids	25500	LBS	<u>\$0.91</u>	\$23,205.00	\$1.64	\$41,820.00
4.12	Corrosives Liquid or Solid Acid or Alkaline	25270	LBS	<u>\$0.99</u>	\$25,017.30	\$2.56	\$64,691.20
4.13	Oxidizers Liquid or Solid	2050	LBS	<u>\$1.25</u>	\$2,562.50	\$3.74	\$7,667.00
4.14	Organic Peroxides Liquid or Solid	6340	LBS	<u>\$6.02</u>	\$38,166.80	\$8.50	\$53,890.00
4.15	Mercury	195	LBS	\$11.50	\$2,242.50	<u>\$7.07</u>	\$1,378.65
4.16	Reactives	10220	LBS	<u>\$6.02</u>	\$61,524.40	\$10.50	\$107,310.00
4.17	Straight Fluorescent Bulbs	17650	EA	<u>\$1.37</u>	\$24,180.50	\$1.41	\$24,886.50
4.18	Compact Fluorescent Bulbs	13200	EA	\$2.46	\$32,472.00	<u>\$0.97</u>	\$12,804.00
4.19	Metal Halide and Other Various Bulbs	3300	EA	<u>\$2.46</u>	\$8,118.00	\$3.50	\$11,550.00
4.20	Refrigerant/Extinguishers Gases	2200	LBS	\$6.00	\$13,200.00	<u>\$5.74</u>	\$12,628.00
4.21	Propane/MAPP Gas	6360	LBS	\$5.50	\$34,980.00	<u>\$1.67</u>	\$10,621.20
4.22	Latex Paint	504200	LBS	<u>\$0.25</u>	\$126,050.00	\$0.27	\$136,134.00
5	Group 2 - Electronic Waste						
5.1	Monitors/TV/CPUs	12800	LBS	\$0.35	\$4,480.00	<u>\$0.09</u>	\$1,152.00
5.2	Misc. Small Electronic Devices	180250	LBS	\$0.09	\$16,222.50	<u>\$0.07</u>	\$12,617.50
6	Flat Fee for the preparation and processing of invoices for Joint						
6.1	Please state your "Flat Fee" for processing invoices for Joint	1	EA	\$0.00	\$0.00	\$1.00	\$1.00
		Total Cost		\$9,618.07	\$910,809.85	\$5,366.94	\$1,103,687.35

NOTES:

4.20	Clean Harbors Environmental Services	Pricing will be per cylinder.
4.21	Clean Harbors Environmental Services	Per lb. pricing is gross weight.

Attribute Name	Attribute Note	Clean Harbors Environmental Services	Waste Pro of Florida, Inc.
Non-Mandatory Pre-Proposal Meeting	I acknowledge and understand that the pre-proposal meeting is non-mandatory, however Proposers or their representatives are strongly encouraged to attend.	Yes	Yes
Section I - General Terms and Conditions	I acknowledge reading and understanding the General Terms and Conditions.	Yes	Yes
Section III - Detailed Requirements - Scope of Services	I acknowledge reading and understanding the Detailed Requirements - Scope of Services.	Yes	Yes

Section IV - Required Documents	I acknowledge and understand that all forms shall be completed and notarized (if applicable) and submitted as a requirement of this solicitation.	Yes	Yes
Visa Credit Card - Preferred Method of Payment	<p>The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through SunTrust Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases).</p> <p>Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of their response. Vendors are not to add notations such as "+3% service fee" in their response. All responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.</p> <p>Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.</p>	Yes	Yes
Addendum	I acknowledge and understand that the issued Addendum is made part of the specifications and shall be signed and submitted electronically with your response.	Yes	Yes

NOTE: BID / RFP TABULATIONS ARE UNOFFICIAL UNTIL APPROVED BY CITY COMMISSION.



CITY OF COCONUT CREEK

FINANCE AND ADMINISTRATIVE SERVICES

PURCHASING DIVISION

4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

ADDENDUM NO. 2

June 21, 2018

RFP No.: 06-06-18-11
RFP Name: Household Hazardous Waste Collection & Disposal Services
Due Date/Time: June 6, 2018 at 11 a.m. EST (opened)

Our records indicate that your firm is in receipt of proposal documents for Household Hazardous Waste Collection & Disposal Services, RFP No. 06-06-18-11. This Addendum is hereby made part of the specifications.

- The following information is being transmitted to make changes to the specifications for clarification purpose; conflicting language between Section 3, Item 3.2 (page 27) and Section 5, item 5.3 (page 30).
- REPLACE PAGE: 27 with 27(a)

Note: Words underlined and **bold** are additions, words ~~marked through~~ are deletions

This addendum acknowledgment sheet must be signed and returned to: Lmesser@coconutcreek.net

Proposer's Signature

Date

Company Name

Company Address

() _____
Phone Number

() _____
Fax Number

- 2.3 For Joint Events coordinated among specific Participating Cities, Contractor must prepare separate invoices for each Participating City that helped coordinate the Joint Event. Contractor may charge a flat fee for the preparation and processing of the invoices. Such flat fee will be evenly divided among the Coordinating Participating Cities for the given Joint Event. The flat fee must be listed in the Proposer's quote and must be submitted electronically through the eBid System with the other price breakdowns in the "Line Items" tab.

Invoices for Joint Events must reflect a division of the Contractor's overall costs, not including the invoice flat fee, wherein each of the Coordinating Participating Cities share the costs proportionally based on the users from each Coordinating Participating City. For example, two (2) Participating Cities decide to coordinate a Joint Event. If thirty (30) residents from City "A" and seventy (70) residents from City "B" that used the Contractor's services at the Joint Event. Coordinating Participating City "A" will be invoiced and responsible for payment of thirty percent (30%) of the Contractor's overall costs plus fifty percent (50%) of the Contractor's flat fee for invoicing at the Joint Event. Coordinating Participating City "B" will be invoiced and responsible for payment of seventy percent (70%) of the Contractor's overall costs plus fifty percent (50%) of the Contractor's flat fee for invoicing at the Joint Event. The City hosting the event, a Joint Event or otherwise, ("Host City"), will determine who may use the event and is responsible for documenting usage. In a Joint Event, the Host City will convey to the Contractor the percentage of users from each Coordinating Participating City so the Contractor may bill proportionately. Additionally, the Host City shall provide each Coordinating Participating City with the same information.

3. Collection Event Implementation

- 3.1. A pre-collection coordination meeting between Contractor's Event Coordinator and the Host City's Event Coordinator shall be held in advance of the event. The collection location shall be completely set up prior to the collection of items specified by the Host City. A joint inspection by the Contractor's Event Coordinator and the Host City's Event Coordinator will be made prior to each event. Any observed deficiencies shall be corrected prior to opening the collection location to the public.
- 3.2. The Contractor **& Host City** shall establish the configuration of the collection center to allow participants to deliver waste materials in a drive through pattern without leaving their vehicle. The traffic layout is to be mutually agreed upon between the Host City's Event Coordinator and Contractor's Event Coordinator. ~~Specific legible instructions and traffic control signs shall be provided by the Contractor as required and shall be posted to inform participants of their responsibilities and to ensure the safe and smooth flow of traffic.~~
- 3.3. Disposal costs shall be based on the net weight of waste or by each piece as quoted on the bid sheet. Weight shall be determined by on-site weighting. A scale shall be provided by the Contractor. Calibration shall be from 1 to 650 pounds certified by the Department of Agriculture. Container weights are excluded and tare weights shall be subtracted and noted on the invoice(s). Prior to each event, Contractor shall make available the precise weight of all shipping containers that will be utilized in the operation.
- 3.4. Net weight shall include all materials inside the container including absorbent materials when used. Only vermiculite or organic absorbents are allowed for use except where incompatible with the waste. Other absorbents such as clay absorbent are not permitted.
- 3.5. The Contractor shall provide on-site identification of all hazardous waste received at the collection facility. Identification shall be sufficient to properly package all hazardous waste



CITY OF COCONUT CREEK

FINANCE AND ADMINISTRATIVE SERVICES

PURCHASING DIVISION

4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

ADDENDUM NO. 1

May 30, 2018

RFP No.: 06-06-18-11
RFP Name: Household Hazardous Waste Collection & Disposal Services
Due Date/Time: Wednesday, June 6, 2018 at 11:00 a.m. EST

- Our records indicate that your firm is in receipt of proposal documents for the Household Hazardous Waste Collection & Disposal Services, RFP No. 06-06-18-11.
- 1. Questions are answered in the eBid System.
 2. REPLACE PAGE(S):
 - 26 with 26(a)
 - 28 with 28(a)
 - 29 with 29(a)
 - 35 with 35(a)
 - 36 with 36(a)

Note: Words underlined and **bold** are additions, words ~~marked through~~ are deletions

This addendum acknowledgment sheet **MUST** be submitted electronically with your response through the eBid System by the due date and time indicated above. Failure to return this sheet may disqualify Proposer.

Proposer's Signature

Date

Company Name

Company Address

(_____)_____
Phone Number

(_____)_____
Fax Number

LORIE MESSER
Purchasing Analyst
lmesser@coconutcreek.net

SECTION III DETAILED REQUIREMENTS – SCOPE OF SERVICES

1. General

- 1.1. The primary objective of this solicitation is to obtain the services of one (1) or more Contractor who shall provide hazardous waste categorization, identification, collection, packaging, transportation, shipping, disposal, and related services for the City's Household Hazardous Waste (HHW) Collection Program in the most cost effective manner. The HHW Collection Program as designed will provide an outlet for proper disposal of household hazardous wastes for a "one day" collection event for selected noxious and special waste. The "one day" collection event can occur in two (2) formats: 1) a City-exclusive Event that is open only to one (1) City's residents and operations, or 2) a Joint Event wherein two (2) or more Participating Cities, listed in Section II, "Special Terms and Conditions," coordinate a time and location for the drop-off of household hazardous waste, special waste, and electric waste that is open to residents and operations of the Coordinating Participating Cities.
- 1.2. The Contractor shall offer to provide collection, packaging, transportation and disposal of Hazardous Waste Material generated by City residents and City operations, and those of the Coordinating Participating Cities in a Joint Event.
- 1.3. For Joint Events, it is the intent to have residents from each community jointly use Contractor's services on a given date, at a specified location. Each of the Participating Cities may choose to coordinate with one (1) or more other Participating Cities to host a Joint Event. Two (2) or more Participating Cities that decide to coordinate in this manner will be referred to herein as "Coordinating Participating Cities". A minimum of twelve (12) Joint Events among Coordinating Participating Cities will be coordinated per year. Other City-exclusive Events, or single City events, may occur throughout the year without the need of coordination among the Participating Cities.

2. Contractor Responsibilities

- 2.1. The Contractor is and shall perform this agreement as an Independent Contractor and, as such, shall have and maintain complete control over all of its personnel and operations. Neither the Contractor nor anyone employed by the Contractor shall represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City.
- 2.2. Contractor shall provide necessary personnel, with experience in HHW field operations, including the identification, characterization, and handling of HHW for the collection event unless alternate arrangements with City have been pre-approved. Required staffing levels will be set for each remote collection event based on historic participation data and as mutually agreed upon by the City and the Contractor. All Contractor personnel shall have required up to date OSHA 29 CFR 1910.120 training. Contractor shall submit copies of certifications to City upon request. **Temporary Labor may be used for menial tasks such as unloading vehicles under the guidance of OSHA trained Contractor personnel.**

Contractor shall provide ALL of the necessary equipment and material for setting up and operating at the City collection site and any other site designated for a HHW Collection Event. Necessary equipment shall include, but not be limited to, sorting tables, tarps, tents, traffic cones, pallet jacks, portable eye wash, drum dolly, pallets, drum liners, carts, trash cans, emergency air horn, and spill kits.

pursuant to USDOT requirements and to ensure acceptance at an EPA permitted storage, treatment or disposal facility.

- 3.6. The Contractor shall make provisions to consolidate compatible hazardous wastes in order to minimize per unit disposal costs. Additionally, the Contractor shall make provisions to bulk flammable materials or other compatible wastes, if such options are available.
- 3.7. Contractor is expected to remain at the collection site until all hazardous materials are safely stored and hauled/removed. Contractor shall ensure the site is completely free of any residual HHW. The Contractor shall prepare and maintain Uniform Hazardous Waste Manifests (USEPA Form 8700-22) in accordance with 40 CFR Part 262, Sub-part B, for all hazardous waste collected during events and transported from the City. Further, the Contractor shall provide copies of all Uniform Hazardous Waste Manifests to the Host City within a mutually agreed upon time period. The final manifest shall be submitted to the Host City within sixty (60) business days after the event.
- 3.8. Invoices shall be submitted to the City, or in the instance of a Joint Event, to all Coordinating Participating Cities, within sixty (60) days of completion of service. Invoices shall note correspondence and manifest numbers where applicable.
- 3.9. The Contractor shall comply with pre-Transport requirements of 40 CFR Part 262, Sub-part C. Only state and federally approved containers and packing materials shall be utilized for the packaging and transport of hazardous waste.
- 3.10. The Contractor shall comply with 40CFR Part 2, "Standard Applicable to Transporters of Hazardous Waste"; Chapter 17-730, Part 3 Florida Administration Code; and all applicable USDOT requirements for transportation of hazardous materials.
- 3.11. The Contractor shall ensure that all transporters possess local, state and federal transporter permits, and that all local, state and federal regulations concerning packaging and transport of hazardous waste encountered en route are in compliance.
- 3.12. The Contractor shall provide a statement of agreement with any treatment/storage/ disposal facility not owned by the said Contractor.
- 3.13. The Contractor shall provide the Host City with a Drum Summary Breakdown sheet indicating manifest number and container content sheet numbers for each drum of hazardous waste collected during events within mutually agreed upon time period. Contractor shall also provide an invoice to the Host City that is a cross reference sheet for every disposal line item which shall include description, size of container, quantity, and all drum numbers per category as they appear on the Drum Summary Breakdown.
- 3.14. During the planning for each City event, or a Joint Event, the Contractor shall identify tasks which can be performed by the Host City personnel and volunteers, with and without direction from the Contractor's professional staff.
- ~~3.15. The Contractor shall coordinate with the Host City's Event Coordinator to implement an as-needed "milk-run" arrangement to pick-up material stored in the Host City's household hazardous waste containment unit or authorized Host City facility or location.~~

- 3.16. The Host City's Event Coordinator shall have the authority to remove anyone from the site, and prohibit their re-entry.
- 3.17. The Contractor shall provide Certificate of Disposal for all hazardous waste collected during events to the City, and in a Joint Event, to all Coordinating Participating Cities, within sixty (60) days of waste manifest date.
- 3.18. Contractor shall be deemed to be the "generator" (for the purposes of Florida and Federal laws and regulations) of all materials accepted by the Contractor for the HHW Collection Program.
- 3.19. Contractor shall assure that materials for which Contractor accepts generator status shall be accepted for disposal at the final disposal site(s).
- 3.20. Contractor shall be responsible for all materials collected at events and once collected, shall be responsible for the packaging, removal and disposal of these materials. Contractor shall use due care when accepting materials at Host City events to identify non-acceptable wastes and return to the person(s) attempting to use Host City event for disposal. Costs for packaging, removal and disposal shall be borne by the Contractor unless otherwise agreed upon by City, or in the case of a Joint Event, agreed upon by all Coordinating Participating Cities, in writing.
- 3.21. Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the City caused by Contractor's negligent performance of any of the services, furnished pursuant to this Contract, except for errors, omissions, or other deficiencies to the extent solely attributable to the City, City furnished data or any third party data. Contractor shall not be responsible for time delays caused by circumstances beyond the Contractor's control.
- 3.22. The Contractor shall dispose of all hazardous wastes that cannot be recycled at a USEPA-permitted (RCRA Part B Permit required) hazardous waste disposal site approved by the Host City. Any exception to this type of management must be approved by the Host City and FDEP. Contractor shall allow City staff and/or its agent(s) to visit and inspect disposal facility(ies).
- 3.23. Electronics shall be recycled by vendors who have either the Responsible Recycling (R2) Standard for Electronics Recyclers or the eStewards Standard for Responsible Recycling and Reuse of Electronic Equipment (e-Stewards) certification.
- 3.24. Contractor shall remove all accepted waste at the end of each collection event unless the waste is to be secured in special storage containment units and approved by the Host City, in writing. If stored, all accepted waste shall be removed by Contractor upon request and through coordination with the Host City.
- 3.25. No disposal of HHW waste shall be provided using Class I, Class II, or Class III landfill. Landfilling of materials such as household batteries and solid fertilizers may be allowed with the written permission of the City's Contract Administrator, in a Subtitle "C" secured hazardous waste landfill. **Latex paint excluded.**

4. Health and Safety

- 4.1. Contractor shall provide all spill control measures which are necessary to control any type of spill.
- 4.2. Contractor shall be completely responsible for the cleanup and any associated costs of any spill as a result of their activities at the pickup site, during transportation, or at the disposal facility.

**HOUSEHOLD HAZARDOUS WASTE COLLECTION
AND DISPOSAL SERVICES
RFP NO. 06-06-18-11**

SCHEDULE OF PROPOSAL PRICES

PROPOSER SHALL SUBMIT PRICES ELECTRONICALLY THROUGH
THE EBID SYTEM "LINE ITEMS" TAB

Line	Description – QUANTITIES ARE ESTIMATES ONLY	UOM	QTY
1	Mobilization for remote collection events only: Does not apply to fixed facility drum pickups, mobilization of contract labor and supply deliveries.	PKG	
1.1	One-Day Remote Event Mobilization. Fixed Price to include all staff and equipment.	EA	22
1.2	<u>Sunday Remote Event Mobilization. Fixed Price to include all staff and equipment</u>	<u>EA</u>	<u>1</u>
2	Contract Labor for Remote Collection Events: Hourly rates based for contract personnel on site during operating hours. Does not include mobilization and travel time to Remote Collection Events and/or Fixed Facilities.	PKG	
2.1	Regular Per Hour Rate (8-hours onsite)	HR	1465
2.2	Overtime Per Hour Rate (After 8-hours onsite)	HR	185
3	Supplies Including Delivery	PKG	
3.1	5-Gallon Poly	EA	490
3.2	16-Gallon Poly	EA	200
3.3	30-Gallon Poly	EA	165
3.4	55-Gallon Poly	EA	170
3.5	55-Gallon Steel	EA	830
3.6	85-Gallon Steel	EA	30
3.7	Flex Bin	EA	495
3.8	Fluorescent Bulb Box 8-Ft.	EA	100
3.9	Fluorescent Bulb Box 4-Ft.	EA	270
3.10	Vermiculite (Per 16 lb. bag)	EA	600
4	Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)	PKG	
	Bulk Liquid Disposal		
4.1	Petroleum Oils	LBS	35500
4.2	Fuels and Solvents Halogenated and Halogenated	LBS	45800
4.3	Antifreeze	LBS	18700
	Batteries Disposal		
4.4	Lead Acid (wet and dry cell)	LBS	39750
4.5	Nickel Cadmium and Nickel Metal Hydride	LBS	1785
4.6	Lithium and Lithium Ion	LBS	2850
	Loose Pack Disposal		
4.7	Aerosol Cans	LBS	34400

4.10	Pesticides/Poisons Solid	LBS	10800
4.11	Solids Containing Flammable Liquids	LBS	25500
	Lab Pack Disposal		
4.12	Corrosives Liquid or Solid Acid or Alkaline	LBS	25270
4.13	Oxidizers Liquid or Solid	LBS	2050
4.14	Organic Peroxides Liquid or Solid	LBS	6340
4.15	Mercury	LBS	195
4.16	Reactives	LBS	10220
	Bulb Disposal		
4.17	Straight Fluorescent Bulbs	EA	17650
4.18	Compact Fluorescent Bulbs	EA	13200
4.19	Metal Halide and Other Various Bulbs	EA	3300
	Compressed Cylinder Disposal		
4.20	Refrigerant/Extinguishers Gases	LBS	2200
4.21	Propane/MAPP Gas	LBS	6360
	Roll-Off Disposal- Latex Paint Disposal		
4.22	Latex Paint	LBS	504200
5	Group 2 - Electronic Waste	PKG	
5.1	Monitors/TV/CPU's	LBS	12800
5.2	Misc. Small Electronic Devices	LBS	180250
6	Flat Fee for the preparation and processing of invoices for Joint Events only	PKG	
6.1	Please state your "Flat Fee" for processing invoices for Joint Events only	EA	1

VISA PURCHASING CARD:

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through SunTrust Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases).

Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of their response. Vendors are not to add notations such as "+3% service fee" in their response. All responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.

Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.



REQUEST FOR PROPOSALS



REQUEST FOR PROPOSALS

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES

RFP NO. 06-06-18-11

**PURCHASING DIVISION
4800 WEST COPANS ROAD, COCONUT CREEK, FLORIDA 33063
eBid System: www.coconutcreek.net/purchasing**

CITY OF COCONUT CREEK
HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES
RFP NO. 06-06-18-11

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CITY OF COCONUT CREEK

FINANCE AND ADMINISTRATIVE SERVICES

KAREN M. BROOKS, CFO

4800 WEST COPANS ROAD

COCONUT CREEK, FLORIDA 33063

May 6, 2018

LEGAL NOTICE REQUEST FOR PROPOSALS

The City of Coconut Creek, Florida as the lead agency for this contract and on behalf of the Southeast Florida Governmental Purchasing Cooperative Group is actively seeking proposals from qualified Proposers to provide Household Hazardous Waste Collection and Disposal Services in full accordance with the scope of services, terms, and conditions contained in this Request for Proposals (RFP).

RFP No: 06-06-18-11
RFP Name: Household Hazardous Waste Collection and Disposal Services
Non-Mandatory Pre-Proposal Mtg.: Monday, May 21, 2018 at 10:00 a.m.
Due Date/Time: Wednesday, June 6, 2018 at 11:00 a.m.

A Cone of Silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communications between potential Respondents and/or Vendors and the City. All communication regarding this RFP shall be directed to Lorie Messer, Purchasing Analyst at (954) 956-1584.

Proposer must be registered on the City's eBid System in order to respond to this RFP. A complete RFP document may be downloaded for free from the eBid System as a pdf at: www.coconutcreek.net/purchasing. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from **any source** other than from the eBid System.

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud. Any proposal received after the date and time specified will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

A non-mandatory pre-proposal meeting will be held at the Government Center. Proposers or their representative(s) are strongly urged to attend. This information session presents an opportunity for the Proposers to clarify any concerns regarding proposal requirements. Questions regarding the scope of services will be answered and Proposers will be able to familiarize themselves with conditions that may affect the proposal price.

Please be advised that City Hall is closed on Fridays and on holidays observed by the City. City Hall hours of operation are 7:00 a.m. to 6:00 p.m. EST, Monday through Thursday.

Karen M. Brooks,
Deputy City Manager/Chief Financial Officer
Finance and Administrative Services

Publish Dates: Sunday, May 6, 2018
Sunday, May 13, 2018



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

SECTION I GENERAL TERMS AND CONDITIONS

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

INSTRUCTIONS TO BIDDERS:

1. Defined Terms

Terms used in this contract document are defined and have the meaning assigned to them. The City will use the following definitions in its general terms and conditions, special terms and conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process. The terms may be used interchangeably by the City: IFB or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

Bid: A price and terms quote received in response to an IFB.

Bidder: Person or firm submitting a bid directly to the City as distinct from a sub-contractor, who submits a bid to the Bidder.

City: Refers to the City of Coconut Creek, a municipal corporation of the State of Florida.

Change Order: A written signed and approved document by the City Manager or designee ordering a change in the contract price or contract time or a material change in work.

Contractor: Successful Bidder or Proposer who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the City. Also referred to as the "Successful Bidder".

Contract: A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of

agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction. Contract shall be inclusive of the term "Agreement" unless stated otherwise.

Contract Administrator: The City will designate a Contract Administrator whose principle duties shall be liaison with awarded Proposer, coordinate all work under the contract, assure consistency and quality of awarded Proposer's performance, and schedule and conduct Contractor performance evaluations, and review and route for approval all invoices for work performed or items delivered.

Consultant: Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

First Ranked Proposer: That Proposer, responding to a City RFP, whose proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

Invitation for Bids (IFB): When the City is requesting bids from qualified Bidders.

Proposer: Person or firm submitting a proposal.

Proposal: A proposal received in response to an RFP.

Request for Proposals (RFP): When the City is requesting proposals from qualified Proposers.

Responsible Bidder: A person who has the capability in all respects to perform in full the contract requirements, as stated in the bid

document, and the integrity and reliability that will assure good faith performance.

Responsive Bidder: A person whose bid conforms in all material respects to the terms and conditions included in the bid document.

Seller: Successful Bidder or Proposer who is awarded a purchase order or contract to provide goods or services to the City.

Successful Bidder: means the best, qualified, responsible and responsive Bidder to whom the City (on the basis of City's evaluation as hereinafter provided) makes an award

2. Cone of Silence

2.1 "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- (b) The City Commission, City Attorney, City Manager, and all City employees, and any non-employees appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact with anyone other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

2.2 The Cone of Silence shall be applicable to each RFP, RFQ, IFB, or other competitive solicitation during the

solicitation and review of responses. At the time of issuance of the solicitation, the Procurement Official shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

2.3 The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

2.4 Nothing contained herein shall prohibit any potential vendor or vendor's representative from:

- (a) Making public presentations at duly noticed pre-bid conferences or at meetings before a duly noticed Selection Committee;
- (b) Communicating with the City Commission during any duly noticed public meeting;
- (c) Communicating verbally or in writing with any City employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, IFB, or other competitive solicitation documents;
- (d) Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor's representative shall deliver a copy of any such written communication to the Office of the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RFQ, IFB, or other competitive bid document number.

2.5 Any violation of this rule shall be investigated by the Procurement Official and the City Attorney's Office and/or the City Manager's Office and may result in any recommendation for award, or any RFP award, or IFB award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or

vendor's representative determined to have violated this rule, shall be subject to penalties up to and including debarment. In addition, to any other penalty provided by law, violation of this rule by a City employee shall subject the employee to disciplinary action up to and including termination.

3. Bid Forms

- 3.1 Solicitations downloaded from the eBid System shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Bidder affirms that no alteration of any kind has been made to this solicitation.
- 3.2 The bid forms must be used by the Bidder. Failure to do so may cause the bid to be rejected. The forms shall be submitted in good order and all blanks must be completed.
- 3.3 The bid forms shall be signed by one duly authorized to do so and in cases where the bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the bid.
- 3.4 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign.
- 3.5 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature.

4. Sub-Contractors

- 4.1 **Sub-Contractors Terms**
The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the contract documents for the benefit of the City.
- 4.2 **Sub-Contractors Agreement**
All work performed for the Contractor by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the sub-contractor.

5. Qualifications of Bidders

- 5.1 Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Official reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 5.2 No bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.
- 5.3 As part of the bid evaluation process, City may conduct a background investigation including a record check by the Coconut Creek Police Department. Bidder's submission of a bid constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

6. Specifications

- 6.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 6.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.

- 6.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the City. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to bid standards.
- 6.4 If the model number for the make specified in the bid document is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bid form. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

7. Addendum

- 7.1 If the Bidder should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contains errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Purchasing Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Purchasing Division in response to such questions will be issued on official addendum.
- 7.2 The issuance of written addendum is the only official method whereby

interpretation, clarification, changes or additional information can be given. If any addendum is issued, the City will attempt to notify all known prospective Bidders. Addenda to the solicitation will be posted on the eBid System. It is the Bidder's responsibility to check the eBid System or contact the Purchasing Official prior to the bid submittal deadline to ensure that the Bidder has a complete, up-to-date package.

8. Prices Bid

- 8.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 8.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3 All applicable discounts shall be included in the bid price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to City shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 8.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the bid form. Firm discounts and prices are to be quoted for the term of the contract.
- 8.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) calendar days from the date of bid opening unless otherwise stated by the City.
- 8.6 The bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs

of packaging, transporting and delivery to the designated location within the City of Coconut Creek.

- 8.7 All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder own goods in transit and files any claims), unless otherwise stated in Special Conditions.

9. Examination of Bid Documents

- 9.1 Before submitting a bid, each Bidder must (a) examine the bid documents thoroughly; (b) consider federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the bid documents, and (d) notify the Purchasing Division of all conflicts, errors, and discrepancies in the bid documents. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.
- 9.2 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid document, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid documents, and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

10. Modification and Withdrawal of Bids

- 10.1 Proposals may be modified or withdrawn **prior** to the due date for submitting electronic proposals. Proposals may be retracted from the eBid System. Retracting a response allows the Consultant to change all or part of the response that was previously submitted. Retracting a response **does** not delete the response currently

entered; however, by retracting your response, it is no longer submitted. You must click "Submit Response" on the Response Submission Tab for your retracted bid to be submitted again.

- 10.2 Withdrawal of a proposal will not prejudice the rights of a Consultant to submit a new proposal prior to the proposal opening date and time. No proposal may be withdrawn or modified after the date of proposal opening has passed.

- 10.3 If within twenty-four (24) hours after proposals are opened, and Consultant files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its proposal, or that the mistake is clearly evident on the face of the proposal, but the intended correct proposal is not similarly evident, Consultant may withdraw its proposal and any bid security will be returned, if applicable.

11. Submission and Receipt of Bids

To receive consideration, bids must be received prior to the due date and time. Unless otherwise specified, Bidders should use the bid forms provided in the bid document. Any erasures or corrections on the bid must be initialed by Bidder. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink before electronic submission. Bids shall be signed in ink. When a particular IFB or RFP requires physical copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Bids will be electronically unsealed in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings, but are not required. Bids will be tabulated and made available on the eBid System for review by Bidders and the public in accordance with applicable regulations.

12. Acceptance or Rejection of Bids

- 12.1 Bidder warrants, by virtue of bidding, his bid and the prices quoted in his bid will

be firm for acceptance by the City for a period of ninety (90) calendar days from the date of bid opening, unless otherwise stated in the bid document. However, any bid may be electronically retracted up until the time set for bid opening. Any bids not so electronically retracted shall upon opening, constitute an irrevocable offer for goods and services until accepted by City Commission Award.

12.2 A Bidder may not withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening. A Bidder may withdraw his bid after the expiration of ninety (90) calendar days from the date of bid opening by delivering written notice of withdrawal to the Purchasing Official prior to award of contract by the City of Coconut Creek.

12.3 The City reserves the right to reject the bid of any Bidder if the City believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or fails to meet any other pertinent standard or criteria established by the City.

12.4 The City of Coconut Creek reserves the right to waive formalities in any bid and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all bids, with or without cause, to waive technical errors and informalities or to accept the bid which in its judgment, best serves the City of Coconut Creek.

13. Opening of Bids

Responses will be electronically unsealed and publicly read aloud on the date, time, and location specified in the bid document. A tabulation will be made available on the eBid System in accordance with applicable regulations.

14. Award of Contract

14.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base bid whose evaluation by City indicates to

City that the award will be in the best interests of the City and not necessarily to the lowest Bidder.

14.2 Criteria utilized by City for determining the most responsive Bidder includes, but is not limited to the following:

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

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

15. Contractual Agreement

The terms, conditions, and provisions in the bid document shall be included and

incorporated in the final contract. The order of precedence will be bid document and response, contract, and general law. Any and all legal action necessary to enforce a contract will be interpreted according to the laws of Florida.

16. Insurance

16.1 If the Contractor is required to go on to City property to perform work or services as a result of contract award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Special Terms and Conditions.

16.2 The Contractor shall provide the Purchasing Division original certificates of coverage prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

17. Taxes

The City of Coconut Creek is exempt from all Federal Excise and Florida Sales Taxes on direct purchase of tangible property. An exemption certificate will be provided where applicable upon request. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall a Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

18. Estimated Quantities/Warranties of Usage

No warranty is given or implied by the City as to any components listed in the bid document and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities

of Bidder's bid to meet additional or reduced requirements of the City.

19. Samples and Demonstrations

Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in the Special Terms and Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

20. Delivery

Time will be of the essence for any orders placed as a result of this bid document. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

21. Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any member of the City Commission or its Staff, all other City employees, and any non-employee appointed to evaluate or recommend selection in the procurement process. Only those communications which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

22. References

As part of the bid evaluation process, the City may conduct an investigation of references, including a record check and/or consumer affairs complaints. Bidder's submission of a bid constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Bidders qualifications.

23. Costs Incurred by Bidders

All expenses involved with the preparation/and or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s) and shall not be reimbursed by the City.

24. Permits, Fees and Notices (If Applicable)

24.1 The Contractor shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, county, state and federal laws, rules and regulation applicable to business to be carried on under the contract.

24.2 All City of Coconut Creek review fees, application fees, permit fees or inspection fees are waived as per Ordinance No. 139-94. All county, state or federal fees and permits shall be applied for and paid by the Bidder as necessary. Bidder must provide City with copy(s) of valid licensing by county/city agency for this type of work.

24.3 It is the Bidder's responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

25. Penalties for Misrepresentation

Any material misrepresentation in the Contractor's response could result in termination of the Agreement, or any other appropriate administrative sanctions and/or legal actions.

26. Restriction on Disclosure and Use of Data

All proposals received by the City will become the sole property of the City. Confidential financial information obtained by the City from a Bidder is exempt from public disclosure to the extent allowed by law.

27. Exceptions to the Bid

Bidders must clearly indicate any exceptions they wish to take to any of the terms in this bid, and outline what alternative is being offered. The City, at its sole and absolute discretion,

may accept or reject the exceptions. In cases in which exceptions are rejected, the City may require the Bidder to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.

28. Cancellation for Unappropriated Funds

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

29. Independent Contractor

The Contractor is an independent Contractor under this Agreement. Personal services provided by the Bidder shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the bid document, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

30. Job Site Safety

The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), Florida Department of Labor (DOL), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Successful Proposer's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The City reserves the right, but is not obligated to make safety inspections at any time the Successful Proposer is on City property and to ensure safety rules are not being violated.

31. Occupational Health and Safety

In compliance with Title 29 *CFR (Code of Federal Regulations)*, Section 1910.1200, any Hazardous Chemical items which are

delivered from a Contract resulting from this Proposal must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS sheets must be maintained by the user agency and must include the following information:

- a) The chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, explosion, corrosiveness, and reactivity;
 - 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3) The primary routes of entry and symptoms of overexposure.
- c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- d) The emergency procedure for spill, fire, disposal, and first aid.
- e) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.
- g) All substances shall remain in manufacturer's container with manufacturer's labeling.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.

32. Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112,

Florida Statutes. Bidders must disclose with their bid the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the City or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

33. Indemnity/Hold Harmless

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

34. Public Entity Crimes Statement

Pursuant to Paragraph 2(a) of Section 287.133, *Florida Statutes*, 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 for 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 (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

35. Public Records

Consultant shall keep such records and accounts and require any and all Consultants and subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, *Florida Statutes*. To the extent Consultant is a Consultant acting on behalf of the City pursuant to Section 119.0701, *Florida Statutes*, Consultant shall comply with all public records laws in accordance with Chapter 119, *Florida Statute*. In accordance with state law, Consultant agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in

Chapter 119, *Florida Statute*, or as otherwise provided by law.

- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Consultant does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the services. If the Consultant transfers all public records to the City upon completion of the services, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the services, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Consultant does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

36. Drug-Free Workplace Programs

Preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two (2) or more bids which are equal with respect to price, quality and service are

received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

37. Collusion

The Bidder certifies that its bid is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a bid for the same items, or with the City. The Bidder also certifies that its bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

38. Audit Rights

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

39. Patents and Royalties

The Contractor, without exception, shall indemnify and save harmless the City of Coconut Creek and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Coconut Creek. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

40. Purchase by Other Governmental Agencies

If the Bidder is awarded a contract as a result of this bid document, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded

in accordance with the terms and conditions of the bid document and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

41. Assignment and Sub-Letting

No assignment of this contract or any right occurring under this contract shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

42. Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the Southern District in and for the State of Florida.

43. Gratuities and Kickbacks

43.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

43.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

43.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

44. Protest Process

Any bidder, proposer, or offeror who is aggrieved in connection with the solicitation or award of a contract must contact the procurement officer listed in the solicitation in writing (email or fax are acceptable) within three (3) working days after the posting of the notice of intent to award on the City's eBid System. A formal written protest shall be filed within five (5) working days after filing the notice of protest.

The notice of protest must be either, hand-delivered and date and time stamped by the Office of the City Clerk, or sent via Certified U.S. mail, return-receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of bid.

- (a) Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.
- (b) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- (c) Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- (d) Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm within ten

(10) working days. If the protesting firm does not agree with the administrative decision, they may appeal the decision in writing to the City Manager or designee within five (5) working days. The notice of appeal must be either, sent Certified U.S. mail return-receipt requested or hand-delivered and date and time stamped by the Office of the City Clerk. The decision of the City Manager or designee will be final.

Any person who files a formal written protest shall post with the Chief Procurement Officer, at the time of filing the formal written protest a cashier's check made payable to the City of Coconut Creek in an amount equal to one percent (1%) of the City's estimate of the total amount of the contract or \$5,000.00, whichever is less.

If the decision of the City Manager or designee upholds the action taken by the City, then the deposit becomes non-refundable and the City shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Manager or designee does not uphold the action taken by the City, then the City shall return the amount of the cashier's check to the person or entity filing the protest.

45. Confidential and/or Proprietary Information

In accordance with Florida Statutes, Chapter 119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Qualifications and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute Section 119.071.

46. Anti-Discrimination

That Consultant shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or

expression shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

- b) Consultant, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression.

That in the event of a proven breach of the above non-discrimination covenant, the City shall have the right to terminate the Agreement as if this Agreement had never been made.

47. Default

47.1 Termination for Cause

In the event the Contractor shall default in or violate any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Contractor, terminate this contract effective immediately. In the event of such termination the City may hold the Contractor liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of procurement and cover.

Procedures:

- a. Written notice shall be provided to Contractor setting forth the reasons for said termination and
- b. Only after the Contractor has been afforded a reasonable opportunity as determined by the City to correct alleged problems; and

- c. Only after a hearing before the City Manager is granted to Contractor, at which time the Contractor shall be given an opportunity to be heard.

47.2 Termination for Default

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

47.3 Termination for Convenience of City

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

SECTION II SPECIAL TERMS AND CONDITIONS

1. Purpose

The City of Coconut Creek invites qualified and experienced vendors to submit proposals to provide the City and participating members of the Southeast Governmental Purchasing Cooperative Group with Household Hazardous Waste Collection and Disposal Services. Any reference to the City in the RFP shall apply to all participating agencies referenced herein.

2. Point of Contact

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Purchasing Analyst, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted in writing by email or submitted through the eBid System.

Submit To: Lorie Messer, Purchasing Analyst

Email: lmesser@coconutcreek.net

All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or bid procedures will only be transmitted electronically through the eBid System.

3. Participating Agencies

The following agencies are active participants in the Southeast Florida Governmental Cooperative Group and have indicated their willingness to participate in this contract. As lead agency, the City of Coconut Creek may approve group members that wish to participate in this contract for new usage, during the contract term, or in any contract extension term.

Contact information and addresses of current participating agencies are provided below:

AGENCY	CITY CONTACT	CONTACT INFORMATION
City of Coconut Creek 4800 West Copans Rd. Coconut Creek, FL 33063	Lorie Messer Purchasing Analyst	Tel: (954)-956-1584 Fax: (954)-973-6754 Email: lmesser@coconutcreek.net
City of Coral Springs 9551 W. Sample Rd. Coral Springs, FL 33065	Angelo Salomone Purchasing Administrator	Tel: (954)-344-1102 Fax: (954)-344-1087 Email: asalomone@coralsprings.org
City of Deerfield Beach 401 SW 4 th Street Deerfield Beach, FL 33441	David Eberlin Assistant Director Sustainable Management	Tel: (954) 480-4382 Email: deberlin@deerfield-beach.com
City of Fort Lauderdale 100 North Andrews Ave. Fort Lauderdale, FL 33301	John Curran Procurement Specialist	Tel: (954)-828-4357 Fax: (954)-828-5576 Email: jcurran@fortlauderdale.gov

City of Lauderdale Lakes 4300 NW 36 Street Lauderdale Lakes, FL 33319	Robin Soodeen Assistant Public Works Director	Tel: (954) 535-2758 Email: Robins@lauderdalelakes.org
City of North Lauderdale 701 SW 71 st Ave. North Lauderdale, FL 33068	George Krawczyk Director of Public Works/Utilities	Phone: (954) 597-4756 Email: gkrawczyk@nlauderdale.org
City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060	Otis J. Thomas General Services Director	Tel (954) 786-4098 Fax: (954)-786-4168 Email: Otis.thomas@copbfl.com
City of Tamarac 6011 Nob Hill Rd. Tamarac, FL 33321	Troy Gies Budget & Contracts Manager	Tel: 954)-597-3718 Fax: (954)-549-3710 Email: troy.gies@tamarac.org
City of Coral Gables 2800 S.W. 72 nd Avenue Miami, FL 33155	Pam Katsaris Procurement Division	Tel: 305-460-5102 Fax: 305-261-1601 Email: pkatsaris@coralgables.com
Town of Davie 6509 Orange Dr. Davie, FL 33314	Phillip R. Holste Assistant Town Administrator	Tel: (954) 797-1041 Email: Phillip_holste@davie-fl.gov

4. **Non-Mandatory Pre-Proposal Meeting**

All Proposers or their representatives are strongly urged to attend a non-mandatory pre-proposal meeting. This information session presents an opportunity for the Proposer to clarify any concerns regarding the RFP requirements. Questions regarding the scope of services will be answered and Proposers will be able to familiarize themselves with conditions that may affect the proposal price.

The Proposer is cautioned that, although the pre-proposal meeting is optional, no modification or any changes will be allowed in the pricing because of the failure of the Proposer to have attended the meeting. Submission of a proposal will be construed that the Proposer is acquainted sufficiently with the work to be performed. Proposer shall carefully and thoroughly examine the Contract Documents before submitting a bid.

5. **Minimum Qualification Requirements**

5.1 Proposers shall be licensed to conduct business in the State of Florida and, as applicable, demonstrate evidence that they are an authorized Hazardous Waste Generator, Transporter and Handler under the State's Department of Environmental Protection guidelines.

5.2 Proposer shall have at least two (2) years of verifiable full-time in providing services similar to those specified herein, preferably with experience in a government setting. It may be necessary to produce evidence that Proposer has established a satisfactory record of performance for a reasonable period of time.

The Proposer must also be prepared to submit on the City's request, within seven (7) calendar days of the request, further evidence as to the qualifications such as financial data, previous experience, and/or evidence of legal qualifications to perform the work.

6. Proposal Format

The proposal shall contain three (3) sections:

Section 1: Qualifications and Experience

The proposal should give a description of the firm, including the size, range of activities, etcetera. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project. The proposal must also identify the contact person and telephone number.

- a) Clearly describe the ability to perform the scope of services proposed including a work plan with an explanation of the methodology to be followed to perform the services required of this proposal.
- b) Provide resume and fact sheet for firm indicating how it meets the minimum qualification requirements stipulated above.
- c) Provide resumes for all of firm's employees that will be used in providing the services specified herein.
- d) Include a list of awards or recognitions obtained, bonding capabilities, fieldwork capabilities and any other items of interest to support a claim to excellence.

Note: The Proposer must also be prepared to submit on the City's request, within seven (7) calendar days of the request, further evidence as to the qualifications such as financial data, previous experience, and/or evidence of legal qualifications to perform the work.

Section 2: Resources and Availability

- a) Describe the firm's management plan to be used, staffing configuration and safety protocols.
- b) Provide information about the equipment and services at the firm's disposal.

Section 3: References

- a) Proposer shall provide a list of at least three (3) clients that Proposer has provided similar services in the past two (2) years, at least one (1) of which are governmental entities. For each client reference include:
 - i. Project name and location
 - ii. Scope of services provided
 - iii. Cost of project
 - iv. Contact person, title, business address, telephone and email address
 - v. Start and completion date of the contract
- b) Proposer is responsible for verifying correct phone numbers, email addresses and contact information. Failure to provide accurate data may result in the reference NOT being considered.

7. Competency of Proposers

Proposals shall be considered only from firms that have two (2) or more years experience in providing products and services similar to those specified herein and that are presently or recently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time.

8. Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek and participating agencies shall require a **“first priority”** basis for services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Proposer agrees to rent/sell/lease all goods and services to the City and participating agencies or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Proposer shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

9. Performance

It is the intention of the City to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the scope of services. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these services from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

10. Schedule of Events

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

Event	Date
RFP Available	Sun., May 6, May 13, 2018
Non-Mandatory Pre-Proposal Meeting	Mon., May 21, 2018 at 10:00 a.m.
Last Date of Receipt of Questions	Thur., May 24, 2018 at 5:00 p.m.
Addendum Release (if required)	Wed., May 30, 2018
Proposals Due	Wed., June 6, 2018 at 11:00 a.m.
Compliance Review	June 7 - 14, 2018
Selection Committee Evaluations/Short List	June 18 - 21, 2018
Oral Interviews/Selection of 1 st Ranked Proposer	Tues., July 10, 2018
Contract Negotiations with 1 st Ranked Proposer	Wed., July 11, 2018
Commission Award of Contract	Thur., September 13, 2018

11. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, or delay or failure of service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

12. Proposal Submission

- 12.1 Proposer shall use the electronic eBid System to submit a response. **The proposal shall be signed by a representative who is authorized to contractually bind the Proposer. Proposer shall upload the response as one (1) file to the eBid System.** The maximum file size is 25MB, however, that maximum applies to each file, not the Proposal itself. You are allowed an unlimited number of attachments with the 25MB being the maximum file size.
- 12.2 Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained electronically from the eBid System and no alteration of any kind has been made to the solicitation.
- 12.3 All blanks on the proposal form(s) must be completed and notarized if applicable. Names must be typed or printed below the signature. Facsimile proposals will not be accepted.
- 12.4 Each Proposer for services further represents that the Proposer has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the contract documents.
- 12.5 Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Proposer is interested in more than one (1) proposal for work contemplated, all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that the proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.
- 12.6 Each Proposer by signature and by submission of a response, represents that the Proposer has read and understands the contract documents, has completed all required fields and the proposal has been made in accordance therewith.
- 12.7 The submittal of a proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated prices.
- 12.8 All proposals received from Proposers in response to this Request for Proposals 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 the City.

- 12.9 As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The City will determine which Proposers are “responsible and responsive”.

13. Evaluation Method and Criteria

The City will assemble a Selection Committee comprised of qualified City staff or other persons selected by the City. The selection of a Proposer with whom to contract shall be based on the proposal most advantageous to the City based on the “best value to the City” using the following criteria:

Criteria

- 1) Operational Plan for the City
- 2) Qualifications and Experience
- 3) Resources and Availability
- 4) Past Performance
- 5) Price

- 13.1 The above criterion is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations. Past performance of Proposers services may also be included in determining recommendation for award. During the evaluation process, City reserves the right, where it may serve the City of Coconut Creek’s best interest to request additional information or clarification from Proposers.
- 13.2 Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced Proposer, and the City reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project, and to waive any irregularity or technicality in the proposals received. The City shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest and its decision shall be final.
- 13.3 While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City.

14. Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP. A responsive proposal is one which follows the requirements of the RFP includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

15. Selection Process

The Selection Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The Selection Committee will rank (where one (1) is the highest ranking) all responsive proposals and determine a minimum of three (3), if more

than three (3) proposals are responsive, to be finalists for further consideration. If less than three (3) responsive proposals are received, the Selection Committee will give further consideration to all responsive proposals.

Oral Presentations

The top three (3) short-listed Proposers/finalists may be required to provide an oral presentation in support of their proposals or to exhibit or otherwise demonstrate the information contained therein or by conference telephone call for clarification purposes only, prior to a recommendation being presented to the City Commission. The Proposer's manager assigned to this contract shall be the sole presenter(s). The Selection Committee will then re-rank the finalist's based on their proposal submission and presentation in accordance with the criteria listed herein. Should the City require such oral presentation, the Proposer will be notified seven (7) days in advance to appear before the Selection Committee.

The first ranked Proposer resulting from this process will be recommended to the Coconut Creek City Commission for award. The recommended Proposer may be required to appear before the City Commission to answer questions for contract award.

16. Best and Final Offers

When in the best interest of the City, the Procurement Officer may request the submission of best and final offers. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Best and final offers shall be submitted only once; provided, however, the Procurement Officer may make a written determination that it is in the City's best interest to conduct additional discussions or change the City's requirements and require another submission of best and final offers. Otherwise, no discussion of or changes in the best and final offers shall be allowed prior to award. Vendors shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

17. Negotiations

Contract(s) may be awarded on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. Pursuant to Paragraph 5(b) of Section 287.055, Florida Statutes, the City, at its sole discretion, reserves the right to enter into contract negotiations with the number one ranked, responsive, responsible Proposer. If the City and said Proposer cannot negotiate a Successful Contract, the City may terminate said negotiations and begin negotiations with the number two ranked, responsive, responsible Proposer. This process will continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

18. Award of Contract

- 18.1 Responses will be electronically unsealed in a public forum and read aloud. A Selection Committee will evaluate the proposals based on the criteria stated herein. The City is the sole judge in evaluation considerations. It is the City's intent to award the contract to one (1) Proposer; however, the City reserves the right to award the contract to two (2) or more Proposers including specific portions of the program if the City deems it is in its best interest.
- 18.2 The Contract will be awarded only to a responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified. The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and equipment to complete the scope of

work. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.

- 18.3 All Proposers will be notified in writing when the City Commission makes an award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City Commission to be in the best interest of the City. The City Commission's decision of whether to make the award is in the best interest of the City and shall be final.
- 18.4 The Proposer warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 18.5 This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the City Commission of Coconut Creek. Within ten (10) days after receiving Notice of Award, the Successful Proposer shall submit a revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies for approval by the City's Risk Manager.

19. Contract Term

- 19.1 The initial contract period shall be for two (2) years. The City reserves the right to extend the contract for two (2) additional two (2) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Successful Proposer shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.
- 19.2 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

20. Price

Proposer shall quote a firm, fixed cost for the items listed in the Detailed Requirements - Scope of Services and shall submit prices electronically through the eBid System "Line Items" tab. Pricing shall include all costs associated with the project including labor, equipment, supplies, management, etc.

21. Cost Adjustments

- 21.1 Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and

submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.

- 21.2 The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

22. Insurance Requirements

Throughout the term of this Contract, Successful Proposer and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as follows:

22.1 Workers' Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident.

Note: Proposers who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

22.2 General Liability

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

22.3 Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

22.4 Professional Liability / Errors and Omissions Coverage (If Applicable)

If the Bidder is to provide professional services under this Agreement, the Bidder must provide the City with evidence of Professional Liability insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Consultant's operations or premises, any person directly or indirectly employed by the Consultant, and the Consultant's obligations under indemnification under this contract.

Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them and shall be responsible for additional costs, if any,

of the project to the proportional extent caused by such negligent errors or omissions at no cost to City.

22.5 General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- a) Name as Additional Insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposer's Proposal Package. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit a revised Certificate of Insurance naming the City of Coconut Creek as Additional Insured for all liability policies.

22.6 Insurance Company and Agent

All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

Note: A copy of **any** current Certificate of Insurance shall be included with your proposal.

23. Dispute Resolution

23.1 Dispute Resolution Process

- a) All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited to claims for payment and claims for breach of this Agreement, shall be settled internally with the City Manager or designee.
- b) In the event a dispute cannot be settled through the chain of command set forth in this section, all claims, disputes and controversies shall be referred to mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.
- c) Either party may initiate the mediation process by delivering written notice to the other party that sets forth with particularity the nature of the party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The Contractor and City shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in Broward County, Florida, in accordance with the Florida Supreme Court's mediation rules, within sixty (60) days after the joint selection of a certified civil mediator who is mutually acceptable to both parties. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either party to the dispute may elect to resolve the dispute by initiating litigation in a court of competent jurisdiction in Broward County, Florida, after providing ten (10) days' advance written notice to the other party.
- d) The parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury. THE CITY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THIS AGREEMENT.

24. Inspection, Direction, and Payment

- 24.1** The work will be conducted under the general direction of the Public Works Director or designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract.
- 24.2** Contractor shall submit invoice(s) after each event. The City shall pay the Contractor the amount due on its invoice within thirty (30) days after approval of said invoice by the Public Works Director or designee. For Joint Events, where two (2) or more of the Participating Cities listed herein coordinate an event together, Contractor shall submit separate invoices for each Coordinating Participating City, payable to Contractor by the respective Coordinating Participating City.
- 24.3** If, at any time during the Contract, the City shall not approve or accept the Contractor's work performance, and an agreement cannot be reached between the City and the Contractor to

resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the services provided.

- 24.4** The City of Coconut Creek, without invalidating the Contract may make changes to increase or decrease services and/or locations as required. Such work shall be executed under the conditions of the original Contract.
- 24.5** It shall be the responsibility of the Successful Contractor to repair, rebuild or restore to its former condition, any and all portions of existing utilities, structures, equipment, appurtenances or facilities which may be disturbed or damaged due to Contractor's neglect or maintenance operations.

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SECTION III

DETAILED REQUIREMENTS – SCOPE OF SERVICES

1. General

- 1.1.** The primary objective of this solicitation is to obtain the services of one (1) or more Contractor who shall provide hazardous waste categorization, identification, collection, packaging, transportation, shipping, disposal, and related services for the City's Household Hazardous Waste (HHW) Collection Program in the most cost effective manner. The HHW Collection Program as designed will provide an outlet for proper disposal of household hazardous wastes for a "one day" collection event for selected noxious and special waste. The "one day" collection event can occur in two (2) formats: 1) a City-exclusive Event that is open only to one (1) City's residents and operations, or 2) a Joint Event wherein two (2) or more Participating Cities, listed in Section II, "Special Terms and Conditions," coordinate a time and location for the drop-off of household hazardous waste, special waste, and electric waste that is open to residents and operations of the Coordinating Participating Cities.
- 1.2.** The Contractor shall offer to provide collection, packaging, transportation and disposal of Hazardous Waste Material generated by City residents and City operations, and those of the Coordinating Participating Cities in a Joint Event.
- 1.3.** For Joint Events, it is the intent to have residents from each community jointly use Contractor's services on a given date, at a specified location. Each of the Participating Cities may choose to coordinate with one (1) or more other Participating Cities to host a Joint Event. Two (2) or more Participating Cities that decide to coordinate in this manner will be referred to herein as "Coordinating Participating Cities". A minimum of twelve (12) Joint Events among Coordinating Participating Cities will be coordinated per year. Other City-exclusive Events, or single City events, may occur throughout the year without the need of coordination among the Participating Cities.

2. Contractor Responsibilities

- 2.1.** The Contractor is and shall perform this agreement as an Independent Contractor and, as such, shall have and maintain complete control over all of its personnel and operations. Neither the Contractor nor anyone employed by the Contractor shall represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City.
- 2.2.** Contractor shall provide necessary personnel, with experience in HHW field operations, including the identification, characterization, and handling of HHW for the collection event unless alternate arrangements with City have been pre-approved. Required staffing levels will be set for each remote collection event based on historic participation data and as mutually agreed upon by the City and the Contractor. All Contractor personnel shall have required up to date OSHA 29 CFR 1910.120 training. Contractor shall submit copies of certifications to City upon request.

Contractor shall provide ALL of the necessary equipment and material for setting up and operating at the City collection site and any other site designated for a HHW Collection Event. Necessary equipment shall include, but not be limited to, sorting tables, tarps, tents, traffic cones, pallet jacks, portable eye wash, drum dolly, pallets, drum liners, carts, trash cans, emergency air horn, and spill kits.

- 2.3** For Joint Events coordinated among specific Participating Cities, Contractor must prepare separate invoices for each Participating City that helped coordinate the Joint Event. Contractor may charge a flat fee for the preparation and processing of the invoices. Such flat fee will be evenly divided among the Coordinating Participating Cities for the given Joint Event. The flat fee must be listed in the Proposer's quote and must be submitted electronically through the eBid System with the other price breakdowns in the "Line Items" tab.

Invoices for Joint Events must reflect a division of the Contractor's overall costs, not including the invoice flat fee, wherein each of the Coordinating Participating Cities share the costs proportionally based on the users from each Coordinating Participating City. For example, two (2) Participating Cities decide to coordinate a Joint Event. If thirty (30) residents from City "A" and seventy (70) residents from City "B" that used the Contractor's services at the Joint Event. Coordinating Participating City "A" will be invoiced and responsible for payment of thirty percent (30%) of the Contractor's overall costs plus fifty percent (50%) of the Contractor's flat fee for invoicing at the Joint Event. Coordinating Participating City "B" will be invoiced and responsible for payment of seventy percent (70%) of the Contractor's overall costs plus fifty percent (50%) of the Contractor's flat fee for invoicing at the Joint Event. The City hosting the event, a Joint Event or otherwise, ("Host City"), will determine who may use the event and is responsible for documenting usage. In a Joint Event, the Host City will convey to the Contractor the percentage of users from each Coordinating Participating City so the Contractor may bill proportionately. Additionally, the Host City shall provide each Coordinating Participating City with the same information.

3. Collection Event Implementation

- 3.1.** A pre-collection coordination meeting between Contractor's Event Coordinator and the Host City's Event Coordinator shall be held in advance of the event. The collection location shall be completely set up prior to the collection of items specified by the Host City. A joint inspection by the Contractor's Event Coordinator and the Host City's Event Coordinator will be made prior to each event. Any observed deficiencies shall be corrected prior to opening the collection location to the public.
- 3.2.** The Contractor shall establish the configuration of the collection center to allow participants to deliver waste materials in a drive through pattern without leaving their vehicle. The traffic layout is to be mutually agreed upon between the Host City's Event Coordinator and Contractor's Event Coordinator. Specific legible instructions and traffic control signs shall be provided by the Contractor as required and shall be posted to inform participants of their responsibilities and to ensure the safe and smooth flow of traffic.
- 3.3.** Disposal costs shall be based on the net weight of waste or by each piece as quoted on the bid sheet. Weight shall be determined by on-site weighting. A scale shall be provided by the Contractor. Calibration shall be from 1 to 650 pounds certified by the Department of Agriculture. Container weights are excluded and tare weights shall be subtracted and noted on the invoice(s). Prior to each event, Contractor shall make available the precise weight of all shipping containers that will be utilized in the operation.
- 3.4.** Net weight shall include all materials inside the container including absorbent materials when used. Only vermiculite or organic absorbents are allowed for use except where incompatible with the waste. Other absorbents such as clay absorbent are not permitted.
- 3.5.** The Contractor shall provide on-site identification of all hazardous waste received at the collection facility. Identification shall be sufficient to properly package all hazardous waste

pursuant to USDOT requirements and to ensure acceptance at an EPA permitted storage, treatment or disposal facility.

- 3.6.** The Contractor shall make provisions to consolidate compatible hazardous wastes in order to minimize per unit disposal costs. Additionally, the Contractor shall make provisions to bulk flammable materials or other compatible wastes, if such options are available.
- 3.7.** Contractor is expected to remain at the collection site until all hazardous materials are safely stored and hauled/removed. Contractor shall ensure the site is completely free of any residual HHW. The Contractor shall prepare and maintain Uniform Hazardous Waste Manifests (USEPA Form 8700-22) in accordance with 40 CFR Part 262, Sub-part B, for all hazardous waste collected during events and transported from the City. Further, the Contractor shall provide copies of all Uniform Hazardous Waste Manifests to the Host City within a mutually agreed upon time period. The final manifest shall be submitted to the Host City within sixty (60) business days after the event.
- 3.8.** Invoices shall be submitted to the City, or in the instance of a Joint Event, to all Coordinating Participating Cities, within sixty (60) days of completion of service. Invoices shall note correspondence and manifest numbers where applicable.
- 3.9.** The Contractor shall comply with pre-Transport requirements of 40 CFR Part 262, Sub-part C. Only state and federally approved containers and packing materials shall be utilized for the packaging and transport of hazardous waste.
- 3.10.** The Contractor shall comply with 40CFR Part 2, "Standard Applicable to Transporters of Hazardous Waste"; Chapter 17-730, Part 3 Florida Administration Code; and all applicable USDOT requirements for transportation of hazardous materials.
- 3.11.** The Contractor shall ensure that all transporters possess local, state and federal transporter permits, and that all local, state and federal regulations concerning packaging and transport of hazardous waste encountered en route are in compliance.
- 3.12.** The Contractor shall provide a statement of agreement with any treatment/storage/ disposal facility not owned by the said Contractor.
- 3.13.** The Contractor shall provide the Host City with a Drum Summary Breakdown sheet indicating manifest number and container content sheet numbers for each drum of hazardous waste collected during events within mutually agreed upon time period. Contractor shall also provide an invoice to the Host City that is a cross reference sheet for every disposal line item which shall include description, size of container, quantity, and all drum numbers per category as they appear on the Drum Summary Breakdown.
- 3.14.** During the planning for each City event, or a Joint Event, the Contractor shall identify tasks which can be performed by the Host City personnel and volunteers, with and without direction from the Contractor's professional staff.
- 3.15.** The Contractor shall coordinate with the Host City's Event Coordinator to implement an as-needed "milk-run" arrangement to pick-up material stored in the Host City's household hazardous waste containment unit or authorized Host City facility or location.

- 3.16. The Host City's Event Coordinator shall have the authority to remove anyone from the site, and prohibit their re-entry.
- 3.17. The Contractor shall provide Certificate of Disposal for all hazardous waste collected during events to the City, and in a Joint Event, to all Coordinating Participating Cities, within sixty (60) days of waste manifest date.
- 3.18. Contractor shall be deemed to be the "generator" (for the purposes of Florida and Federal laws and regulations) of all materials accepted by the Contractor for the HHW Collection Program.
- 3.19. Contractor shall assure that materials for which Contractor accepts generator status shall be accepted for disposal at the final disposal site(s).
- 3.20. **Contractor shall be responsible for all materials collected at events and once collected, shall be responsible for the packaging, removal and disposal of these materials. Contractor shall use due care when accepting materials at Host City events to identify non-acceptable wastes and return to the person(s) attempting to use Host City event for disposal. Costs for packaging, removal and disposal shall be borne by the Contractor unless otherwise agreed upon by City, or in the case of a Joint Event, agreed upon by all Coordinating Participating Cities, in writing.**
- 3.21. Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the City caused by Contractor's negligent performance of any of the services, furnished pursuant to this Contract, except for errors, omissions, or other deficiencies to the extent solely attributable to the City, City furnished data or any third party data. Contractor shall not be responsible for time delays caused by circumstances beyond the Contractor's control.
- 3.22. The Contractor shall dispose of all hazardous wastes that cannot be recycled at a USEPA-permitted (RCRA Part B Permit required) hazardous waste disposal site approved by the Host City. Any exception to this type of management must be approved by the Host City and FDEP. Contractor shall allow City staff and/or its agent(s) to visit and inspect disposal facility(ies).
- 3.23. Electronics shall be recycled by vendors who have either the Responsible Recycling (R2) Standard for Electronics Recyclers or the eStewards Standard for Responsible Recycling and Reuse of Electronic Equipment (e-Stewards) certification.
- 3.24. Contractor shall remove all accepted waste at the end of each collection event unless the waste is to be secured in special storage containment units and approved by the Host City, in writing. If stored, all accepted waste shall be removed by Contractor upon request and through coordination with the Host City.
- 3.25. No disposal of HHW waste shall be provided using Class I, Class II, or Class III landfill. Landfilling of materials such as household batteries and solid fertilizers may be allowed with the written permission of the City's Contract Administrator, in a Subtitle "C" secured hazardous waste landfill.

4. Health and Safety

- 4.1. Contractor shall provide all spill control measures which are necessary to control any type of spill.

- 4.2. Contractor shall be completely responsible for the cleanup and any associated costs of any spill as a result of their activities at the pickup site, during transportation, or at the disposal facility.
- 4.3. Contractor shall clean up spills in accordance with Federal, State and Local regulations and verify that the cleanup meets applicable cleanup standards. City reserves the right to verify costs and quality of any such cleanup required of the Contractor in performing tasks under the terms and conditions of this contract.
- 4.4. The Contractor shall prepare and submit information to the City sufficient to complete the annual hazardous waste generator report required by FDEP and submit a hazardous materials hauler report to Broward County's Environmental Protection Department. Data must be accessible to all co-op cities online.
- 4.5. The Contractor shall provide an annual report which shall list all HHW collected during each event, disposition of all hazardous waste collected, and the total cost to the City.
- 4.6. All reports produced by the Contractor during the contract term shall become the property of the City without restrictions or limitations upon their use.
- 4.7. The Contractor shall provide to the City a copy of any regulatory notices or citations issued at any transfer, treatment, or disposal facility that is or has been used for City HHW within ten (10) working days of issue.

5. City Responsibilities

- 5.1. The Host City shall monitor, oversee and supervise all collection events. Designated Event Coordinator from the Host City shall be on-site to coordinate activities and assist in resolving any problems that arise.
- 5.2. The Host City staff shall be responsible for determining who is permitted to participate in the event.
- 5.3. The Host City will coordinate vehicle flow and provide traffic control devices as needed.
- 5.4. The Host City reserves the right to cancel or reduce the hours of operation of any scheduled collection due to inclement weather, reduced participation, funding shortfalls, or other reasons.
- 5.5. The Host City will provide bathroom facilities.
- 5.6. The Host City reserves the right to remove any materials from the waste stream (such as oil, batteries, paint, tires, electronics, or other commodities) for recycling or alternative disposal. Contractor shall segregate these materials at Host City's request for recycling or alternative disposal.
- 5.7. The Host City reserves the right to provide some or all of qualified staff, equipment, or materials required for setting up or operating the collection center(s).
- 5.8. The Host City will distribute informational materials and conduct surveys at all collection events.
- 5.9. The Host City will be responsible for all costs associated with the proper handling, transportation, and disposal of household hazardous wastes as provided by this agreement as

per the unit prices awarded under the contract, except as outline herein for Joint Events wherein the costs will be shared proportionally among the Coordinating Participating Cities.

- 5.10.** The City, or Host City, will not be responsible or liable for the collection, packaging, transportation, or disposal of non-household hazardous waste accepted by the Contractor, nor for the costs incurred by the Contractor in performance of this work. The Host City shall provide a dumpster for non-household hazardous waste at all collection events.
- 5.11.** The Host City shall be responsible for providing all necessary Personal Protective Equipment (PPE) to its employees, including but not limited to, Tyvek coveralls, safety glasses, gloves, respirators, work boots and hardhats.

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SECTION IV - REQUIRED DOCUMENTS**Proposal Requirements Checklist**

Proposer has completed the required documents listed in the checklist below. The required documents shall be executed, notarized (if applicable), and submitted as a condition to this Request for Proposals.

Proposer shall electronically submit all required documents and any other pertinent information electronically through the eBid System.

Required Documents	Yes	No
Proposer Information	<input type="checkbox"/>	<input type="checkbox"/>
Proposal Confirmation	<input type="checkbox"/>	<input type="checkbox"/>
Indemnification Clause	<input type="checkbox"/>	<input type="checkbox"/>
Non-Collusive Affidavit	<input type="checkbox"/>	<input type="checkbox"/>
Proposer's Qualification Statement	<input type="checkbox"/>	<input type="checkbox"/>
Drug-Free Workplace Form	<input type="checkbox"/>	<input type="checkbox"/>
Sworn Statement on Public Entity Crimes	<input type="checkbox"/>	<input type="checkbox"/>
Exceptions to the RFP	<input type="checkbox"/>	<input type="checkbox"/>
Operational Plan – Scope of Services Proposed	<input type="checkbox"/>	<input type="checkbox"/>
Submitted Pricing through the eBid System "Line Items" Tab	<input type="checkbox"/>	<input type="checkbox"/>
Proposal: (1) Qualifications and Experience (2) Resources and Availability (3) References	<input type="checkbox"/>	<input type="checkbox"/>
Certificate of Insurance	<input type="checkbox"/>	<input type="checkbox"/>
Business Tax Receipt	<input type="checkbox"/>	<input type="checkbox"/>
Copies of Valid Licenses	<input type="checkbox"/>	<input type="checkbox"/>

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name: _____

Social Security/Federal Tax I.D. No.: _____

Proposer's Name (Print): _____ Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

Part I:

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Part II:

☐ No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

Proposer's Authorized Signature

Date

Proposer's Printed Name

PROPOSAL CONFIRMATION

In accordance with the requirements to provide Household Hazardous Waste Collection and Disposal Services pursuant to RFP No. 06-06-18-11, the undersigned submits the attached proposal.

Proposer accepts and hereby incorporates by reference in this proposal all of the terms and conditions of the scope of work, including EPA Standards, Motor Vehicle Safety Standards and required warranty and guarantee certificates.

Proposer is fully aware of the scope of work based on these requirements, the legal requirements (federal, state, county and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over City.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for Household Hazardous Waste Collection and Disposal Services, RFP No. 06-06-18-11 to the City of Coconut Creek with the full understanding of the Request for Proposal, General Terms and Conditions, Special Terms and Conditions, Detailed Requirements, and the entire Proposal Package.

Proposer's Name

Signature

Date

State of: _____

County of: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,
by _____, who is (who are) personally known to me or who
has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____

**HOUSEHOLD HAZARDOUS WASTE COLLECTION
AND DISPOSAL SERVICES
RFP NO. 06-06-18-11**

SCHEDULE OF PROPOSAL PRICES

**PROPOSER SHALL SUBMIT PRICES ELECTRONICALLY THROUGH
THE EBID SYTEM "LINE ITEMS" TAB**

Line	Description – QUANTITIES ARE ESTIMATES ONLY	UOM	QTY
1	Mobilization for remote collection events only: Does not apply to fixed facility drum pickups, mobilization of contract labor and supply deliveries.	PKG	
1.1	One Day Remote Event Mobilization. Fixed Price to include all staff and equipment.	EA	22
2	Contract Labor for Remote Collection Events: Hourly rates based for contract personnel on site during operating hours. Does not include mobilization and travel time to Remote Collection Events and/or Fixed Facilities.	PKG	
2.1	Regular Per Hour Rate (8-hours onsite)	HR	1465
2.2	Overtime Per Hour Rate (After 8-hours onsite)	HR	185
3	Supplies Including Delivery	PKG	
3.1	5-Gallon Poly	EA	490
3.2	16-Gallon Poly	EA	200
3.3	30-Gallon Poly	EA	165
3.4	55-Gallon Poly	EA	170
3.5	55-Gallon Steel	EA	830
3.6	85-Gallon Steel	EA	30
3.7	Flex Bin	EA	495
3.8	Fluorescent Bulb Box 8-Ft.	EA	100
3.9	Fluorescent Bulb Box 4-Ft.	EA	270
3.10	Vermiculite (Per 16 lb. bag)	EA	600
4	Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)	PKG	
	Bulk Liquid Disposal		
4.1	Petroleum Oils	LBS	35500
4.2	Fuels and Solvents Halogenated and Halogenated	LBS	45800
4.3	Antifreeze	LBS	18700
	Batteries Disposal		
4.4	Lead Acid (wet and dry cell)	LBS	39750
4.5	Nickel Cadmium and Nickel Metal Hydride	LBS	1785
4.6	Lithium and Lithium Ion	LBS	2850
	Loose Pack Disposal		
4.7	Aerosol Cans	LBS	34400
4.8	Alkyd (Oil Based) Paint in Cans	LBS	47800
4.9	Pesticides/Poisons Liquid	LBS	23540

4.10	Pesticides/Poisons Solid	LBS	10800
4.11	Solids Containing Flammable Liquids	LBS	25500
	Lab Pack Disposal		
4.12	Corrosives Liquid or Solid Acid or Alkaline	LBS	25270
4.13	Oxidizers Liquid or Solid	LBS	2050
4.14	Organic Peroxides Liquid or Solid	LBS	6340
4.15	Mercury	LBS	195
4.16	Reactives	LBS	10220
	Bulb Disposal		
4.17	Straight Fluorescent Bulbs	EA	17650
4.18	Compact Fluorescent Bulbs	EA	13200
4.19	Metal Halide and Other Various Bulbs	EA	3300
	Compressed Cylinder Disposal		
4.20	Refrigerant/Extinguishers Gases	LBS	2200
4.21	Propane/MAPP Gas	LBS	6360
	Roll-Off Disposal		
4.22	Latex Paint	LBS	504200
5	Group 2 - Electronic Waste	PKG	
5.1	Monitors/TV/CPU's	LBS	12800
5.2	Misc. Small Electronic Devices	LBS	180250
6	Flat Fee for the preparation and processing of invoices for Joint Events only	PKG	
6.1	Please state your "Flat Fee" for processing invoices for Joint Events only	EA	1

VISA PURCHASING CARD:

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through SunTrust Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases).

Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of their response. Vendors are not to add notations such as "+3% service fee" in their response. All responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.

Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.

Purchasing Card Acceptance



Why You Should Accept City of Coconut Creek's Purchasing Card

The Challenge

To optimize working capital, buying organizations are requesting that their suppliers accept purchasing cards for payment. By replacing their paper-based accounts payable process with an electronic purchasing card solution, buyers reduce their overall payables cost and suppliers reduce their collection expenses. As a supplier you will be able to accept credit card payments while minimizing your acceptance costs.

The Solution

We would like for you to begin accepting the SunTrust Purchasing Card. Payments made with a purchasing card provide faster receipt of funds, as they are deposited electronically to your checking account. We have partnered with SunTrust to negotiate preferred product and pricing solutions that fit the needs of Business-to-Business (B2B) purchasing card acceptance.

Here's How It Works

SunTrust will provide a computer-based solution that allows you to get the best effective rate for B2B card acceptance. A computer-based application is necessary to authorize and settle transactions at the best available interchange rate, as typical point-of-sale terminals do not have the capability to send the additional required enhanced data with the purchasing card transactions.

What's In It For You

With our B2B solution you will receive payments quicker than through the manual paper-based process. You can also:

- Achieve cost reductions in mail handling, depositing payments and collection
- Have your funds deposited electronically
- Receive payments faster and improved cash flow
- Gain greater visibility to manage cash flow through online reporting
- Increase accounting efficiency
- Receive competitive processing rates and fees
- Eliminate returned or lost checks processing and related expenses
- Experience reduced potential for fraud than with check payments
- Decrease days sales outstanding

City of Coconut Creek Preferred Supplier Acceptance Pricing

We have created a program to allow you to qualify at the best effective rates either by software or through a web-based solution.

Visa® Rate	Purchase Card Level 2	Purchase Card Level 3	Large Ticket Rate
*Interchange Rate	2.00% + \$0.05	1.80% + \$0.10	1.45% + \$35.00
*Assessment Fee	0.0925%	0.0925%	0.0925%
SunTrust Merchant Services Fee	0.20%	0.20%	0.20%
*Effective Rate	2.33%	2.13%	1.78%

*Rate provided by Visa

Purchase Level 2

To qualify for the Visa Level 2 Interchange Rates, the sales tax amount must be reported and the value must be greater than zero.

Purchase Level 3

To qualify for the Visa Level 3 Interchange Rate, Level 3 data (item description, product code, quantity, unit of measure and commodity code) must be reported. If the Sales tax is not applied, a value of zero (0.00) is required.

Purchase Large Ticket

To qualify for the Visa Large Ticket Interchange Rate, Level 2 and Level 3 data must be reported. Any transaction greater than \$6,980 that has the required data elements will qualify for the Visa Large Ticket Rate.

City of Coconut Creek Preferred Product Solution Pricing

Type	Solution Name	Price
Software-based Application	Payment Software	Set-up (one-time): Waived Monthly Access: \$0.00 Per Transaction:\$0.00
Internet-based Solution	Global Gateway e4	Set-up (one-time): Waived Monthly Access: \$9.95 Per Transaction:\$0.05

Value-Added Services

- Preferred Supplier status
- Set preferred processing fees for B2B acceptance
- No cost computer application
- No set-up fee
- No early termination fees
- Online reporting

Supplier Sign-Up:

To begin the supplier enrollment process, please call 855.468.0317.

INDEMNIFICATION CLAUSE

(Page 1 of 1)

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

Contractor's Name_____
Signature_____
Date

State of: _____

County of: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature_____
Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____

NON-COLLUSIVE AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____, by _____, who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

NOTARY PUBLIC

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

PROPOSER'S QUALIFICATION STATEMENT

In order to properly evaluate the proposal submittals, Proposers are expected to complete the questionnaire and include the following documentation. By attesting to this submittal, Proposer guarantees the truth and accuracy of all statements and answers herein contained.

SUBMITTED TO: City of Coconut Creek
Purchasing Division
4800 West Copans Road
Coconut Creek, FL 33063

Check One

Submitted By: _____
Name: _____
Address: _____
City, State, Zip _____
Telephone No. _____
Fax No. _____

- ☐ Corporation
☐ Partnership
☐ Individual
☐ Other

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

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

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

- a. Date of Incorporation: _____
b. State of Incorporation: _____
c. President's Name: _____
d. Vice President's Name: _____
e. Secretary's Name: _____
f. Treasurer's Name: _____
g. Name and Address of Resident Agent: _____

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

- a. Date of Organization: _____
b. Name, Address and Ownership Units of all Partners: _____

c. State whether general or limited partnership: _____

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

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

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

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

7. Indicate (EPA ID #) registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this proposal. Please attach certificate of competency and/or state registration.

8. Litigation/Judgments/Settlements/Debarments/Suspensions:
Submit information on any pending litigation and any judgments and settlements of court cases relative to providing the Household Hazardous Waste Collection and Disposal Services that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government during the last five (5) years.

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

11. State the name of the individual(s) and titles who will personally supervise the work:

12. State the name and address of the attorney, if any, for the business of the Proposer:

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

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

15. Indicate and provide supporting documentation for status as Hazardous Waste Transporter, Mercury Registration, used oil transporter, and any other registration, license numbers, permits or certificate numbers for the businesses or professions, which are the subject of this proposal. Please upload and include with your submission certificate of competency and/or state registration.

16. List the following information concerning all Proposer's contracts in progress as of the date of submission and completed projects over the last five (5) years. (In case of any co-venture, list the information for all co-ventures.)

<u>Name of Project</u>	<u>Owner</u>	<u>Total Contract Value</u>	<u>Contracted Date of Completion</u>	<u>% of Completion to Date</u>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>

17. Do you have a complete set of documents, including drawings and addenda, if applicable?

Yes ☐ No ☐

18. Did you attend the pre-proposal conference if any such conference was held?

Yes ☐ No ☐ No Conference Held ☐

19. Bank References:

Bank	Address/City/State/Zip	Telephone

20. Identify the proposed transporters of all waste materials, including the name, location, license number and type of license, and any fines, citations, or accidents within the last five (5) years.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by City in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award and /or contract.

Proposer's Signature

Date

**ACKNOWLEDGEMENT
PROPOSER'S QUALIFICATION STATEMENT**

State of _____

County of _____

On this the _____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, Personally appeared

(Name(s) of individual(s) who appeared before notary) And

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

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

- ☐ Personally known to me, or
☐ Produced identification

(Type of Identification Produced)

- ☐ DID take an oath, or
☐ DID NOT take an oath

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with *Florida Statutes*, Chapter 287, Section 287.087 hereby certifies that _____ does:
(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of *Florida Statutes*, Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposer's Signature

Company Name

Date

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with RFP No. 06-06-18-11 for Household Hazardous Waste Collection and Disposal Services.
2. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ and my
(Please print name of individual signing)
relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, includes but is not limited to:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal

power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, who are active, or who have been active, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity within the last five (5) years of this sworn statement.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Please check all statements that are applicable.**
 - ☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
 - ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
 - ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
9. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **Please check if statement is applicable.**
 - ☐ The person or affiliate has not been placed on the convicted vendor list.
(If the box is not checked, please describe any action taken by or pending with the Department of General Services.)
10. The herein sworn statement shall be subject to and incorporate all the terms and conditions contained in Section 287.133 of the Florida Statutes.
11. Conviction of a public entity crime shall be cause for disqualification.

Proposer's Name

Signature

Date: _____

State of: _____

County of : _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, who is (who are) personally known to me or who has
produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____

EXCEPTIONS TO THE RFP

NOTE: Proposals that are exceptions to that which are specified and outlined below. (Additional sheets may be attached.) However, all alterations or omissions of required information or any change in proposal requirements is done at the risk of the Proposer presenting the proposal and may result in the rejection thereof.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.