



Florida's Warmest Welcome

**CITY OF POMPANO BEACH  
REQUEST FOR PROPOSALS  
E-24-21**

**RESIDENTIAL AND COMMERCIAL SOLID WASTE  
COLLECTION SERVICES**

**MANDATORY PRE-PROPOSAL MEETING:  
June 17, 2021, 2:00 P.M.**

**CITY COMMISSION CHAMBERS  
100 WEST ATLANTIC BOULEVARD  
POMPANO BEACH, FLORIDA, 33060**

**OPENING: August 12, 2021, 2:00:00 P.M.  
Virtual Zoom Meeting**

**For access go to:**

**<https://pompanobeachfl.gov/pages/meetings>**

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

E-24-21

RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

The City of Pompano Beach (City) is seeking proposals from qualified firms to provide exclusive franchised residential recycling, solid waste collection, and commercial solid waste collection services to the City according to the provisions of this Request for Proposal (RFP) and draft Franchise Agreement provided in Attachment A.

**Mandatory Pre-proposal Meeting**

The City of Pompano Beach will convene a mandatory pre-proposal meeting of recipients of this Request for Proposal (RFP) on **June 17, 2021, beginning at 2:00 p.m.** at City Commission Chambers, 100 West Atlantic Blvd, Pompano Beach, Florida 33060. Proposals will not be accepted from firms that do not attend the pre-proposal conference.

The City will receive sealed proposals until **2:00:00 p.m. (local), August 12, 2021.** Proposals must be submitted electronically through the eBid System on or before the due date/time, as specified herein. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. 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. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

**Proposed Schedule**

The following estimated schedule will be followed for this RFP:

RFP Issued:	06/03/2021
Pre-Proposal Meeting:	06/17/2021
Deadline for Questions:	07/01/2021
RFP Due/Opening:	08/12/2021
Evaluation of Proposals (estimated)	08/19/2021

Evaluation of Presentations (estimated if required)  
Commission Approval of Highest Ranked Firm

09/02/2021  
10/12/2021

## **Introduction**

The City's Solid Waste and Recycling Division is seeking proposals to provide Residential Recycling and Solid Waste Collection and Commercial Solid Waste Collection Services. The City is requesting pricing for Collection Services as outlined herein. Selection of which service option to implement will be determined by the City Commission, which is a policy decision and not necessarily determined by price.

The City will enter into an Agreement with a vendor(s) to provide services described in this Request for Proposal (RFP) and draft Franchise Agreement provided in Attachment A. The Franchise Collector(s) will be responsible for the complete delivery of the required services.

Definitions used in this RFP are as defined in Attachment A, Draft Franchise Agreement.

### **A. Scope Of Services**

All terms used herein are defined in the draft Franchise Agreement provided in Attachment A. Proposers are responsible for performing due diligence in preparing submittals, including reading and reviewing the draft Franchise Agreement for the scope of services required by the City. Failure to do so will in no manner relieve the Proposer from furnishing materials or services that may be required to carry out and complete the Agreement. Proposers are expected to prepare submittals based on their professional industry knowledge and experience.

Provided below is a summary of services to be provided by the Selected Proposer; however, Proposers are responsible for thoroughly reading and reviewing all services, requirements, terms, and conditions detailed in the draft Franchise Agreement provided in Attachment A. This draft Franchise Agreement shall be taken into consideration when preparing the Technical Proposal and Financial Proposal.

### **B. Tasks/Deliverables**

Pompano Beach is located in Broward County, Florida along the Atlantic Ocean north of the City of Ft. Lauderdale. The City contains 24.0 square miles of land and had an estimated population of 112,118 in 2019. The City desires to competitively procure solid waste and recyclables collection services that are aligned with its current and future solid waste management needs.

The City has contracted with Waste Management Inc. of Florida for collection services since 2016. The existing collection contract will terminate September 30, 2022. The City's collection services provide for an exclusive right and

responsibility to collect and transport residential and commercial solid waste in the city. City Residential Customers (single-family, duplex, triplex, and multi-family) currently receive the following services:

- Garbage: Twice per week curbside collection of 96-gallon Roll Cart.
- Recycling: Once per week curbside collection of 65-gallon Roll Cart containing single stream recyclables. The City's program recyclables currently include newspaper, magazines, phonebooks, aluminum beverage cans, steel and bi-metal food/beverage cans, glass bottles and jars, plastic containers #1, #2, and #3 with opening not larger than base.
- Yard Waste: Yard waste is not required to be segregated and can be commingled with garbage in the Roll Cart or placed curbside with the bulk waste.
- Bulk Waste: Is collected curbside once per week with a total limit of four (4) cubic yards per pick up. (Note: multi-family customers are not eligible for bulk service.)

Provided below are the quantities of garbage, recyclable materials, and bulk waste collected from residential customers.

<b>Type of Waste</b>	<b>Total Tonnage 01/2020 – 12/2020</b>
Solid Waste	38,390
Recyclable Materials	8,060
Bulk Waste	18,206

The following numbers of customers were invoiced for residential collection service or multi-family collection service receiving residential-type service in January 2021. The actual number of customers may vary.

<b>Type of Residence</b>	<b>Number of Customers (January 2021)</b>
Single-Family	16,257
Duplex	1,864
Triplex	897
Multi-Family (curbside)	5,562
Total	24,580

The annual generation factor for Residential Curbside Solid Waste is calculated by taking total annual Solid Waste tonnage divided by total curbside units  $38,390(\text{tons}) \div 24,580(\text{units}) = 1.56 \text{ T/P/Y}$ .

The disposal cost per unit is calculated by the generation factor multiplied by the disposal rate per ton then divided by 12 months.  $1.56 \text{ T/P/Y} \times \$72(\text{disposal rate}) = \$112.32 \div 12(\text{months}) = \$9.36 \text{ per unit per month}$ .

The annual generation factor for Residential Curbside Bulk Waste is calculated by taking total annual Bulk Waste tonnage divided by total curbside units  $18,206(\text{tons}) \div 19,018(\text{units}) = 0.96 \text{ T/P/Y}$ .

The disposal cost per unit is calculated by the generation factor multiplied by the disposal rate per ton then divided by 12 months.  $0.96 \text{ T/P/Y} \times \$72(\text{disposal rate}) = \$69.12 \div 12(\text{months}) = \$5.76 \text{ per unit per month}$ .

The following chart represents the number of multi-family containers with non-compacted (Includes carts) service. The information was provided by the current collection contractor and has not been vetted by the City. The City makes no guarantee as to the total number of customers that will be serviced.

Cubic Yard Container Size	Non-Compacted (Including Carts) Weekly Service Level						
	1	2	3	4	5	6	7
96-Gallon Cart	-	21	-	-	-	-	-
1	-	7	1	-	-	-	-
2	-	69	53	8	-	-	-
3	0	34	57	5	4	1	
4	0	165	128	15	2	4	1
6	0	8	12	1	-	2	-
8	-	26	10	6	2	1	-

The following chart represents the number of multi-family containers with compacted service. The information was provided by the current collection contractor and has not been vetted by the City. The City makes no guarantee as to the total number of customers that will be serviced.

Cubic Yard Container Size	Compacted Weekly Service Level						
	1	2	3	4	5	6	7
2		16	18	2	-	-	-
3	-	-	-	-	-	-	-
4	-	-	-	-	-	-	-
6	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-

The City has approximately 3,268 businesses that require Commercial Collection Services. Attachment C contains a list of Commercial Customers including the type of service provided (container size and collection frequency). Attachment E contains a list of Multifamily customers (type of service, container size and collection frequency). Attachment F contains a list of Roll-Off customers (container size and collection frequency). The information in Attachments C, E and F were provided by the current collection contractor and have not been vetted by the City. The City makes no guarantee as to the total number of customers that will be serviced.

Provided below are the quantities of commercial and multi-family garbage and roll off waste collected.

Type of Waste	Total Tonnage 01/20 – 12/20
Commercial & Multi-Family Solid Waste	51,610

The following chart represents the number of commercial containers utilizing non-compacted (Includes carts) service. The information was provided by the current collection contractor and has not been vetted by the City. The City makes no guarantee as to the total number of customers that will be serviced.

Cubic Yard Container Size	Non-Compacted (Including Carts) Weekly Service Level						
	1	2	3	4	5	6	7
96-Gallon Cart	1	465					
1	158	17	2	-	-	-	-
2	377	99	43	3	6	5	
3	123	57	16	7	4	3	3
4	327	143	74	13	16	11	2
6	137	65	32	10	7	5	
8	136	75	63	9	12	7	1

The following chart represents the number of commercial containers utilizing compacted service. The information was provided by the current collection contractor and has not been vetted by the City. The City makes no guarantee as to the total number of customers that will be serviced.

Cubic Yard Container Size	Compacted Weekly Service Level						
	1	2	3	4	5	6	7
2		6	6	2	-	-	-
3	-	-	-	-	-	-	-
4		1	-	-	-	-	-
6	3	1	-	1	-	-	-
8	-	-	-	-	-	-	-

The City's current Disposal Agreement is with Reuter Recycling of Florida, Inc. (Reuter), a division of Waste Management Inc. of Florida. The Disposal Agreement requires the City to direct its designated hauler to deliver all Solid Waste to Monarch Hill, located at 2700 Wiles Road, Pompano Beach and all Program Recyclables to WM Recycle America L.L.C. located at 1750 SW 43<sup>rd</sup> Terrace, Deerfield Beach. The Franchise Collector will be responsible for both hauling and applicable disposal and processing tip fees for residential Solid Waste and Program Recyclables as per the Disposal Agreement. At its sole discretion, the City may remove the obligation for the Franchise Collector to directly pay for applicable disposal and processing tip fees for residential Solid Waste and Program Recyclables. This transition would occur with a minimum of 60-day notice to the hauler. Successful Proposer will be responsible for disposal costs from the commercial sector as per the Disposal Agreement. Current tip fee is \$72.00 for garbage and trash; and currently there is no processing tip fee on residential program recyclables. This disposal fee is adjusted annually effective October 1.

The Franchise Collector(s) will be required to provide the City reports as identified within the draft Franchise Agreement provided in Attachment A, Article 13.

### **Residential Collection Services**

The Franchise Collector(s) will be granted the exclusive right and responsibility to collect residential solid waste, program recyclables, yard waste, and bulk waste within the service area and deliver the collected materials to the City's designated facility(s).

The City is requesting pricing for the following residential collection services. Proposers may submit prices for all three (3) service options. Pricing shall reflect the cost for the standard level of service presented in each service option. The tables below summarize the residential collection service required for each service option. Financial Proposal, Attachment D, provides more specifics as to services requested.

- a. Collection Service Option 1 = Residential MSW & Recycling + Commercial + C&D (including disposal) ALL INCLUSIVE – ONE OPTION
  - i. 2x week MSW curbside in 96-gallon carts
  - ii. 1x week Recycling curbside in 65-gallon carts
  - iii. Commercial MSW (dumpster, compactor & roll-off)
  - iv. C&D
- b. Collection Service Option 2 = Residential Bulk Services (including disposal) THREE PRICING OPTIONS
  - i. 1x week @ 4 yard - 6-day service.
  - ii. 1x week @ 4 yard – first cycle service (Monday, Tuesday or Wednesday)
  - iii. 1x Month @ 12 yard
- c. Option 3 = Both Option 1 & 2 NOTE: The Proposer may combine both options to offer City a better price by securing all hauling opportunities.

### **Residential Drop-off Station**

The Residential Drop-off Station and site shall be staffed and operated by the Franchise Collector's personnel. The Franchise Collector shall accept Bulk Waste and Yard Waste, which are delivered to the Residential Drop-off Station by Residential Customers. These materials shall be accepted by the Franchise Collector from 8:00 a.m. to 3:00 p.m. on Saturdays, except legal holidays. The Franchise Collector shall deliver the Bulk Waste and Yard Waste to the City's Designated Facilities and tonnage shall not be counted towards the annual Residential Disposal True-up. The Franchise Collector shall verify that the individual is a resident of the City of Pompano Beach before they are allowed to unload any Bulk Waste and Yard Waste at the Residential Drop-off Station. The individual shall provide proof of residency (i.e., a valid Florida driver's license or other identification deemed acceptable to the City). Commercial Customers and Commercial Waste shall not be accepted at the Residential Drop-off Station. Bulk Waste and Yard Waste shall be accepted at the Residential Drop-off Station only from Residential Customers in non-commercial cars, pickup trucks or trailers (with a bed no larger than four (4) feet by eight (8) feet). Franchise Collector shall be responsible for obtaining and maintaining any permits required for the operation of the Residential Drop-off Station.



### **Commercial Collection Services**

The Franchise Collector will be granted the exclusive right and responsibility to collect commercial solid waste within the service area and deliver the collected materials to the City's designated facility(s).

### **City Facilities Services**

The Franchise Collector shall provide solid waste and recycling collection and disposal services to all current and future City owned and/or operated facilities free of charge. The size and frequency of service of said facilities shall be at an adequate level as determined by department director, or their designee, and Franchise Collector. List of facilities Attachment B.

### **Temporary Construction and Demolition (C&D) Roll-Off Container Franchise Fee**

The City is imposing a 12% franchise fee on all temporary C&D roll-off containers at permitted construction sites. This fee is based on gross revenue from receipts and shall include collection and disposal fees.

Example Fee Calculation to Customer:
\$350 – Flat Rate includes collection and disposal
<u>\$42 - 12% Franchise Fee to City</u>
\$392 – Total Rate to Customer
Example Fee Calculation to City:
\$392 - Total Rate to Customer
<u>Divided by 112%</u>
\$350 – Rate to Franchise Collector (includes collection and disposal)
\$42 – Franchise Fee to City

### **Miscellaneous Items**

The Contractor shall produce and distribute, twice per year on a schedule provided by the City to all customers, brochures that specify solid waste services that are provided under this Agreement and the guidelines for collection of solid waste, recyclables, yard waste, white goods and related materials. These brochures will be produced under the direction of and approval by the City. The City and Contractor's logo or other identifying information may be prominently displayed on these service guidelines.

The City reserves the right to implement pilot programs that may involve the hauling of materials by City staff. Only City staff shall be able to perform the operation of the pilot program.

At the start of the contract, the Contractor should have at a minimum 500 – 95-gallon grey garbage roll carts and 500 – 65-gallon blue recycling roll carts in inventory. The Contractor must maintain sufficient inventory of the roll carts, throughout the life of the contract, to avoid any disruptions of service.

#### **C. Term of Contract**

The term of this Agreement shall be a five (5) year contract with the option for the parties to renew for up to an additional four (4), five (5) year terms, with City Commission Approval and mutual agreement. A notice of 18 months must be given in writing if either party does not wish to renew this agreement. The contract may be extended on a month-to-month basis past the final expiration date of the initial, or renewal terms as needed by the City.

#### **D. Submission/Format Requirements**

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

**Information to be included in the proposal:** In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

**Title page:**

Show the project name and number, the name of the Proposer's firm, address, telephone number, eMail address, name of contact person and the date.

**Table of Contents:**

Include a clear identification of the material by section and by page.

**Letter of Transmittal:**

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

**Tab 1: Qualifications and References**

Proposer shall clearly and succinctly demonstrate its experience in providing the services requested in this RFP. This section of the proposal shall be no more than thirty (30) pages, not including any financial statements, and at a minimum, shall include the following:

- a) Company Qualifications: (PERSONNEL CAN QUALIFY) Proposer shall demonstrate its qualifications and experience to perform the services specified herein. Corporate Entity, or key members of its local management team, shall demonstrate that it has at least five (5) years of experience providing solid waste collection services. Corporate Entity, or key members of its local management team, shall have experience providing similar services for a comparable-sized city (20,000 curbside residential accounts and 2,000 commercial accounts). If key member qualifications are used, they must clearly demonstrate direct member involvement in the services provided.
- b) Personnel Qualifications and Resumes: Proposer shall demonstrate its key personnel have at least five (5) years of experience providing the services similar to those requested herein. Provide key personnel that will be responsible for this project. Please limit resumes to one page each.
- c) Service Performance and References: Proposer shall provide four (4) references, preferably public sector customers, for which the Corporate Entity is or has provided services similar to those required herein. References for services provided in the state of Florida are preferred. Proposer shall provide any additional, relevant information to demonstrate the quality of its services in the space provided on the forms. Please use the reference forms provided on pages 27-30 of this RFP.
- d) Service Transition History: Corporate Entity shall have experience with transitioning into providing residential and commercial collection service by supplanting another provider. Proposer shall provide references for and information on at least two (2) recent transitions. References for transitions conducted within the state of Florida, with at least one transitioning from manual to automated collection, are preferred. Please use the transition history forms provided on pages 30-32 of this RFP.
- e) Performance History: Proposer shall document its past performance history by providing a description of all criminal actions against the Corporate Entity pertaining to solid waste services during the last five (5) years. Proposer shall also document all civil actions, losses of service contract, bid bond claims, performance bond claims or liquidated damages related to solid waste services involving one hundred thousand dollars (\$100,000) or more per contract per contract year against the Proposer during the last five (5) years. Performance history may be limited to the state of Florida. However, if Corporate Entity has no existing service history within the state of Florida, then nationwide performance history

shall be submitted. Any omissions within this section may be cause for disqualification at the City's discretion.

- f) **Financial Capability:** Proposer shall document that the Corporate Entity has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested in this RFP, by demonstrating that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project. Regarding the latter, Proposer shall either indicate the entity that is providing internally generated funds and document that such funds are available and will be allocated for this purpose, or provide commitments from external sources indicating that an acceptable level of credit or resources will be available. If financial information provided is not to the City's satisfaction, the City reserves the right to request additional information.

To maintain confidentiality of financial statements, and comply with section 119.071 of Florida Statutes, any submitted financial statements must be uploaded to the Response Attachments tab in the eBid System as a separate file titled "Financial Statements" and marked "CONFIDENTIAL."

#### **Tab 2: Technical Proposal**

Proposer shall clearly and succinctly describe how it will perform the services requested in this RFP and outlined more fully in the draft Franchise Agreement provided in Attachment A. The City is looking for proposals that maintain a high level of customer service while maximizing recycling, efficiency, and cost-effectiveness. This section of the proposal shall be no more than twenty-five (25) pages and, at a minimum shall include the following information:

- a) **Collection Services:** Proposer shall explain how it plans to provide Residential Collection Services and Commercial Collection Services as described herein and in the draft Franchise Agreement. At a minimum, Proposers shall describe the primary methods by which Solid Waste, Recyclables, and Bulk Waste will be collected a list of the types (make and model) and number of vehicles that would be used to provide collection services; number of collection and customer service staff; and how materials would be handled following collection. Proposers shall note collection vehicles must comply with requirements as specified by Article 12.7 of the draft Franchise Agreement, Attachment A.
- b) Where necessary to protect public health, the City shall have the authority to require more frequent collections, modify size of dumpster or additional container(s) and require the user to pay for the additional

services. Proposer shall have a process to ensure proper service levels for commercial establishments.

- c) Transition Plan and Customer Service: Proposer shall explain how it would transition into providing these services and how it would maintain customer service and satisfaction throughout the Agreement term. Proposer shall provide a basic transition timeline.
- d) Information Management: The City is requesting GPS trackable reports, upon request, that provide for a "bread crumb" report of vehicle activity. Proposers shall describe in detail how it plans to record, manage, and report information in satisfying reporting requirements. Proposers are encouraged to submit examples of report formats.
- e) Organization: Proposer shall include a project organization chart indicating titles and total number of personnel that would be devoted to work resulting from this RFP. Proposer shall identify any subcontractors it intends to employ and describe the specific work that would be performed by each subcontractor.
- f) Exceptions: Proposer shall describe any and all exceptions to the terms and conditions of Attachment A, Draft Franchise Agreement. The material nature, number, and extent of variances taken will be counted against the Proposer when determining proposal responsiveness and in allocating proposal evaluation points.
- g) Value Added & Enhancements: Proposer shall indicate any item, service, or enhancements in this section. Proposers shall describe in detail how it plans to provide the enhancement and the value of such.

### **Tab 3: Financial Proposal**

The Financial Proposal Forms, Attachment D, are available to the Proposer on the attachments tab of the City's eBid system. If the Proposer is unable to download the required document, the Proposer may contact the City's Purchasing Department to obtain documents.

The Financial Proposal Forms must be downloaded and completed. There are seven (7) worksheets within the file. The worksheets are as follows:

#### **Option 1**

- 1) Residential Services
- 2) Multifamily Services
- 3) Commercial Services
- 4) Ancillary Services
- 5) Roll-off Services

#### **Option 2**

- 1) Bulk Services

#### Option 3

- 1) Options 1 and 2 Combined

The Proposer must complete all required cells on each worksheet. Cells which must be completed have been highlighted in YELLOW for convenience. Once the worksheets have been completely filled out with pricing, scan a copy of each worksheet and include the pages as part of the Financial Proposal (Tab 3) with Proposal submittal documents.

#### **Tab 4: Required Forms and Submittals Check Off List**

Required forms and submittals include the following:

- 1) RFP Proposal Signature Page (must be completed, signed by an officer of the company and returned).
- 2) RFP pages numbered.
- 3) Vendor Certification Regarding Scrutinized Companies Lists
- 4) Proposal Bond [electronic copy only (see Addendum-1)]
- 5) Performance Bond
- 6) Payment Bonds

#### **Proposal Bond:**

Each proposal requires a certified check or bid bond executed on the prescribed form, payable to the City of Pompano Beach, Florida, in the amount of twenty thousand dollars (\$20,000). Proposer shall upload a copy of their bid bond or a copy of the certified check to the Response Attachments tab in the eBid System. The awarded bidder shall be required to submit the original executed bid bond or cashier's check prior to the execution of the contract and before the commencement of any work.

#### **Payment Bond:**

A payment bond will be required between the Franchise Collector and Waste Management for disposal fees. It is not necessary to have an executed Payment Bond in effect at the time of submittal, but a letter from the bonding agency indicating bonding ability of the proposer. This bond will equate to 90 days worth of disposal costs. Amount of bond will range from \$330,000 to \$2,600,000. Actual amount of bond will be determined upon contract award.

An additional payment bond will be required between the Franchise Collection and the City for franchise fees. This bond will equate to an estimated 90 days worth of franchise fees.

**Performance Bond:**

A performance bond will be required between the Franchise Collector and City. Actual amount of bond will be determined upon contract award. Amount of bond will be equivalent two months of Franchise Collector billing. It is not necessary to have an executed Performance Bond in effect at the time of submittal, but a letter from the bonding agency indicating bonding ability of the proposer.

**Schedule:**

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

**City Forms:**

The RFP Proposal Signature Page must be completed, signed and returned.

**E. Insurance**

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the CITY's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to CITY staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and

effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance.

(a) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(b) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**Type of Insurance**

**Limits of Liability**

**GENERAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and  
\$2,000,000 Per Aggregate

\* Policy to be written on a claims-incurred basis

XX comprehensive form

bodily injury and property damage

XX premises - operations

bodily injury and property damage

— explosion & collapse  
hazard

— underground hazard

XX products/completed  
operations hazard

bodily injury and property damage combined

XX contractual insurance

bodily injury and property damage combined

XX broad form property damage

bodily injury and property damage combined

XX independent contractors

personal injury

XX personal injury

— sexual abuse/molestation  
Aggregate

Minimum \$1,000,000 Per Occurrence and

— liquor legal liability  
Aggregate

Minimum \$1,000,000 Per Occurrence and

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**AUTOMOBILE LIABILITY:**

Minimum \$1,000,000 Per Occurrence and  
Aggregate. Bodily injury (each person) bodily  
injury (each accident),



Property damage, bodily injury and property damage combined.

- XX comprehensive form
- XX owned
- XX hired
- XX non-owned

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## REAL & PERSONAL PROPERTY

\_\_\_ comprehensive form                      Agent must show proof they have this coverage.

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EXCESS LIABILITY		Per Occurrence	Aggregate
___ other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

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PROFESSIONAL LIABILITY	Per Occurrence	Aggregate
XX * Policy to be written on a claims-made basis	\$1,000,000	\$1,000,000

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(c) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of four (4) years unless terminated sooner by the applicable statute of limitations.

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CYBER LIABILITY	Per Occurrence	Aggregate
___ * Policy to be written on a claims-made basis	\$1,000,000	\$1,000,000
___ Network Security / Privacy Liability		
___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)		
___ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)		
___ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.		

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3. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand

Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (a) Certificates of Insurance evidencing the required coverage;
- (b) Names and addresses of companies providing coverage;
- (c) Effective and expiration dates of policies; and
- (d) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

6. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

#### **F. Selection/Evaluation Process**

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

All proposals will be reviewed for completeness and full compliance with the RFP instructions. Proposers must provide pricing for all Collection Services as requested on the Financial Proposal Forms, Attachment D. Incomplete proposals may be deemed unresponsive by the City.

Proposals shall be evaluated by the evaluation committee based on all submittal information and pursuant to the criteria stated in this RFP. The evaluation committee will present its findings to the City Commission. Proposers are

prohibited from contacting any member of the selection committee at any time during the formal solicitation process up to the time of agreement award. Any attempted contact may be grounds for disqualification.

Proposals will be evaluated using the following criteria:

**Qualifications and References – 20 cumulative points**

**Technical Proposal – 20 cumulative points**

**Financial Proposal – Each Financial Option will be evaluated separately. The highest scoring Option in categories 1 & 2 will be combined. Option 1 & 2 will be compared to Option 3. Each Option will have 45 cumulative points.**

**Added Value & Enhancements - 15 cumulative points**

#### **Scoring Procedures**

With the exception of the Financial Proposal, the selection committee will evaluate and score proposals to each evaluation criteria. The individual scores for each evaluation criteria category will be totaled to obtain an evaluation score for each proposal.

<b><u>Criteria</u></b>	<b><u>Point Range</u></b>
<b>1. Qualifications and References</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20
<b>2. Technical Proposal (Resources and Methodology)</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-20
<b>3. Financial Proposal</b> <ul style="list-style-type: none"> <li>• Option 1               <ul style="list-style-type: none"> <li>○ Residential 0-30 points</li> <li>○ Commercial 0-15 points</li> </ul> </li> <li>• Option 2               <ul style="list-style-type: none"> <li>○ Bulk only 0-45</li> </ul> </li> <li>• Option 3               <ul style="list-style-type: none"> <li>○ Combination of Options 1 &amp; 2</li> <li>○ Residential 0-30 points</li> <li>○ Commercial 0-15 points</li> </ul> </li> </ul>	0-45
<b>4. Added Value &amp; Enhancements</b> Any additional benefit to the City, commercial or residential sectors that has not been requested within this RFP. Overall point distribution will be based from all proposed added value and enhancement submissions.	0-15
<b>Total</b>	<b>0-100</b>

#### **Financial Proposal Scoring Procedures**

For evaluation purposes, the Financial Proposal points will be calculated based on the total annual value for each sector (residential & commercial) as follows:

The lowest total annual price for each residential service option will receive the maximum thirty (30) points. Financial Proposal points for all other proposals for the same service option(s) will be calculated based on the proportional increase in cost as compared with the lowest total annual price received.

Provided below is an example for residential service (Note: Costs associated are for illustrative purposes only):

- Proposer A: \$1,000,000 = 30 points
- Proposer B: \$1,250,000 =  $(1,000,000/1,250,000) \times 30$  points = 24 points
- Proposer C: \$1,500,000 =  $(1,000,000/1,500,000) \times 30$  points = 20 points

The lowest total annual price for each commercial service option will receive the maximum fifteen (15) points. Financial Proposal points for all other proposals for the same service option will be calculated based on the proportional increase in cost as compared with the lowest total annual price received.

Provided below is an example for commercial service (Note: Costs associated are for illustrative purposes only):

- Proposer A: \$1,000,000 = 15 points
- Proposer B: \$1,250,000 =  $(1,000,000/1,250,000) \times 15$  points = 12 points
- Proposer C: \$1,500,000 =  $(1,000,000/1,500,000) \times 15$  points = 21 points

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of “1” assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm shall submit documentation that evidences the firm’s capability to provide the services required for the Committee’s review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

## **G. General Conditions**

### **1. Hold Harmless and Indemnification**

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

### **2. Right to Audit**

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful Proposers), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by City to Consultant pursuant to this contract.

City's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some

or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.

### **3. Retention of Records and Right to Access**

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
- d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
- e. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor 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.

### **4. Communications**

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms

that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms. Cone of silence?

**5. No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

**6. Independent Contractor**

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, 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 firm.

**7. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**8. Contract Terms**

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the cost and insurance submittals from successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**9. Waiver**

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no



evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

#### **10. Survivorship Rights**

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

#### **11. Termination**

The contract resulting from this RFP may be terminated by the City of Pompano Beach for non-performance upon providing contractor with a least one hundred eighty (180) days prior written notice.

Should either party fail to perform any of its obligations, due to gross negligence, under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

#### **12. Manner of Performance**

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

### **13. Acceptance Period**

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

### **14. RFP Conditions and Provisions**

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

### **15. Standard Provisions**

#### **a. Governing Law**

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

#### **b. Conflict Of Interest**

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with

the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a “Drug Free Workplace” as set forth in Florida Statute, 287.087.

d. Public Entity Crimes

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

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

f. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the corporation named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of corporation will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

k. Invoicing/Payment

All invoices shall be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

16. Questions and Communication

All questions regarding this solicitation are to be submitted using the questions feature in the eBid System. Questions must be received by 5:00 pm, July 1, 2021. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to this solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to this solicitation.

## **17. Addenda**

The issuance of a written addendum or posting of an answer in response to a question submitted using the questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City's Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the solicitation in the eBid System.

## **18. Attachments**

The following documents are posted in Adobe PDF format to the City's website at ([www.pompanobeachfl.gov](http://www.pompanobeachfl.gov)) as Attachments to this RFP.

- 1) Attachment A – Draft Franchise Agreement
- 2) Attachment B – City Facilities Service List
- 3) Attachment C – Commercial Customer Listing
- 4) Attachment D – Financial Proposal Forms
- 5) Attachment E – Multifamily Customer Listing
- 6) Attachment F – Roll-Off Customer Listing

**COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.**

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name:

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Vendor FEIN:

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Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify



## SERVICE REFERENCE #1

*Proposers shall complete and submit this form in conjunction with any other relevant material.*

Municipality/County: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Contact Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Contact e-mail: \_\_\_\_\_

Term of Current Contract: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

### Residential Collection Service Provided:

Services Provided <small>(check all that apply)</small>	Type of Service	Number of Units Served	Automated Collection <small>(check all that apply)</small>	Frequency of Collection		
				1x per week	2x per week	Other
<input type="checkbox"/>	Solid Waste		<input type="checkbox"/>			
<input type="checkbox"/>	Recycling		<input type="checkbox"/>			
<input type="checkbox"/>	Yard Waste		<input type="checkbox"/>			
<input type="checkbox"/>	Bulky Waste		n/a			

### Commercial Collection Service Provided:

Number of commercial MSW customers \_\_\_\_\_

Roll-off compactor/open top container service provided: ☐ YES ☐ NO

Commercial recycling collection provided: ☐ YES ☐ NO

### Technology:

Is service verification via RFID included in the services provided? ☐ YES ☐ NO

Is asset management included in the service provided? ☐ YES ☐ NO

Other relevant information: \_\_\_\_\_

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

## SERVICE REFERENCE #2

*Proposers shall complete and submit this form in conjunction with any other relevant material.*

Municipality/County: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Contact Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Contact e-mail: \_\_\_\_\_

Term of Current Contract: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

### Residential Collection Service Provided:

Services Provided <small>(check all that apply)</small>	Type of Service	Number of Units Served	Automated Collection <small>(check all that apply)</small>	Frequency of Collection		
				1x per week	2x per week	Other
<input type="checkbox"/>	Solid Waste		<input type="checkbox"/>			
<input type="checkbox"/>	Recycling		<input type="checkbox"/>			
<input type="checkbox"/>	Yard Waste		<input type="checkbox"/>			
<input type="checkbox"/>	Bulky Waste		n/a			

### Commercial Collection Service Provided:

Number of commercial MSW customers \_\_\_\_\_

Roll-off compactor/open top container service provided: ☐ YES ☐ NO

Commercial recycling collection provided: ☐ YES ☐ NO

### Technology:

Is service verification via RFID included in the services provided? ☐ YES ☐ NO

Is asset management included in the service provided? ☐ YES ☐ NO

Other relevant information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



### SERVICE REFERENCE #3

*Proposers shall complete and submit this form in conjunction with any other relevant material.*

Municipality/County: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Contact Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Contact e-mail: \_\_\_\_\_

Term of Current Contract: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

#### Residential Collection Service Provided:

Services Provided <small>(check all that apply)</small>	Type of Service	Number of Units Served	Automated Collection <small>(check all that apply)</small>	Frequency of Collection		
				1x per week	2x per week	Other
<input type="checkbox"/>	Solid Waste		<input type="checkbox"/>			
<input type="checkbox"/>	Recycling		<input type="checkbox"/>			
<input type="checkbox"/>	Yard Waste		<input type="checkbox"/>			
<input type="checkbox"/>	Bulky Waste		n/a			

#### Commercial Collection Service Provided:

Number of commercial MSW customers \_\_\_\_\_

Roll-off compactor/open top container service provided: ☐ YES ☐ NO

Commercial recycling collection provided: ☐ YES ☐ NO

#### Technology:

Is service verification via RFID included in the services provided? ☐ YES ☐ NO

Is asset management included in the service provided? ☐ YES ☐ NO

Other relevant information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SERVICE REFERENCE #4

*Proposers shall complete and submit this form in conjunction with any other relevant material.*

Municipality/County: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Contact Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Contact e-mail: \_\_\_\_\_

Term of Current Contract: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

### Residential Collection Service Provided:

Services Provided <small>(check all that apply)</small>	Type of Service	Number of Units Served	Automated Collection <small>(check all that apply)</small>	Frequency of Collection		
				1x per week	2x per week	Other
<input type="checkbox"/>	Solid Waste		<input type="checkbox"/>			
<input type="checkbox"/>	Recycling		<input type="checkbox"/>			
<input type="checkbox"/>	Yard Waste		<input type="checkbox"/>			
<input type="checkbox"/>	Bulky Waste		n/a			

### Commercial Collection Service Provided:

Number of commercial MSW customers \_\_\_\_\_

Roll-off compactor/open top container service provided: ☐ YES ☐ NO

Commercial recycling collection provided: ☐ YES ☐ NO

### Technology:

Is service verification via RFID included in the services provided? ☐ YES ☐ NO

Is asset management included in the service provided? ☐ YES ☐ NO

Other relevant information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## TRANSITION REFERENCE #1

Municipality/County: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Contact Phone: (        ) \_\_\_\_\_ Contact e-mail: \_\_\_\_\_

Term of Current Contract: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

\_\_\_\_\_

Previous Service Provider: \_\_\_\_\_

\_\_\_\_\_

Briefly describe transition: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## TRANSITION REFERENCE #2

*Proposers shall complete and submit this form in conjunction with any other relevant material.*

Municipality/County: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Contact Phone: (       ) \_\_\_\_\_ Contact e-mail: \_\_\_\_\_

Term of Current Contract: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

\_\_\_\_\_

Previous Service Provider: \_\_\_\_\_

\_\_\_\_\_

Briefly describe transition: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## PROPOSAL BOND

STATE OF FLORIDA )

ss

)

KNOW ALL MEN BY THESE PRESENTS, that we,

\_\_\_\_\_  
\_\_\_\_\_, as  
principal, and

\_\_\_\_\_  
hereinafter called Surety, are held and firmly bound unto The City of Pompano Beach, Pompano Beach, Florida, a political subdivision of the State of Florida, and represented by its City Commission hereinafter called OWNER, in the sum of

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_ ) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigned, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Request for Proposal, entitled:

### RESIDENTIAL AND COMMERCIAL WASTE COLLECTION SERVICES

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 21 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that is the Principal within 21 consecutive calendar days after written notice of such award being given to Principal, enters into the contract to such award and gives a Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; in the event of the failure of Principal to enter into such contract and bond, the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay the sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the said \_\_\_\_\_,  
as Principal herein, has caused these presents to be signed in the name by its \_\_\_\_\_  
\_\_\_\_\_ and attested by its \_\_\_\_\_ under its corporate seal,  
And the said \_\_\_\_\_  
\_\_\_\_\_ as Surety herein, has caused these presents to be signed in its name by  
its \_\_\_\_\_  
under its corporate seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_  
(year)

Signed, sealed and delivered in  
the presence of:

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

\_\_\_\_\_  
As to Principal

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

\_\_\_\_\_  
Attorney-in-Fact  
(Power-of-Attorney to be attached)

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

Resident Agent

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**Performance Bond**

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Project No:  
Project Title:

**KNOW ALL PERSONS BY THESE PRESENTS**, that:

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as Principal, and

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a corporation duly authorized to transact business in the State of Florida, as Surety, are held and firmly bound unto The City of Pompano Beach, Florida, a body Corporate and politic under the laws of Florida, in the sum of:

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(Written Amount)

(Figures)

good and lawful money of the Unites States, well and truly to be paid, and for the payment whereof, we the undersigned, Principal and Surety, jointly and severally, hereby firmly bind ourselves, our heirs, assigns, successors, and legal representatives.

**WHEREAS**, the above bounded Principal (hereafter alternately referred to as “Contractor”) did on

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enter into a Contract with the said The City of Pompano Beach, Florida (hereafter alternately referred to as “Owner”) a body corporate and politic as aforesaid, in and by which the said above bounded Principal did undertake and agree to furnish all labor, implements, machinery, equipment, tools and materials necessary therefore and to install, build, erect, construct the project named above in accordance with the certain plans and specifications prepared by:

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to which plans and specifications and said contract reference is here made and all thereof made a part hereof as if fully set forth herein.

**WHEREAS**, it was one of the conditions of the award of said contract with The City of Pompano Beach, Florida that these presents shall be executed.

**NOW THEREFORE**, the conditions of this obligation are such that if the above bounded Principal shall in all aspects fully comply with, carry out and perform the terms and conditions of said contract and his obligations thereunder, including the Specifications, Proposal, Plans and Contract Documents therein referred to and made a part hereof, and therein provided for and shall indemnify and save harmless The City of Pompano Beach, Florida against and from all costs, expenses, damages, injury, or be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of said Principal or his agents, employees or subcontractors, in the execution or performance of said contract and shall promptly pay all just claims for damages or injury to property and for all work done or skill, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said principal in or about the construction or improvements or additions contracted for, then this obligation to be void, otherwise, to remain in full force and effect.

Whenever Contractor shall be, and declared by the Owner to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions: or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the Owner elects, upon determination by Owner and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Owner, and make available as work progresses (even though there shall be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

To the limit of the amount of this Bond, Surety's liability to Owner shall include but not be limited to, the cost of the completion of the construction contract and correction of defective work before or after completion of the construction contract; additional legal, design professional, and liquidated damages as specified in the Contract Documents arising out of and in connection with Principal's default and Surety's actions, inactions, and all costs incident to ascertaining the nature and extent of the Principal's default, including engineering, accounting and legal fees.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extensions of the time, alteration or addition to the terms of the contract or to the work or to the specifications. Additionally, Surety hereby stipulates and agrees that the bond penalty set forth above shall automatically increase coextensively with any Owner approved change orders which increase the overall contract amount.

Contractor shall give written notice to Owner of any alleged default by the Owner under the Construction Contract. Owner shall have not less than ninety (90) days after receipt of such notice to cure such default before the surety is allowed to assert the default as a defense against



Owner. The only types of default that may be asserted against Owner shall be monetary defaults. The surety waives any defense of timeliness of completion if time extensions are granted by the Owner to the Construction Contractor.

No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors or assigns. Any suit under this Bond must be instituted within five (5) years from the date the cause of action accrued.

**IN TESTIMONY WHEREOF**, the Principal and Surety have caused these presents to be duly signed in, at  
Pompano Beach, Broward County, Florida, this

\_\_\_\_\_ day of \_\_\_\_\_

**Countersigned By:**

**Contractor:**

\_\_\_\_\_

**By: (Signature)** \_\_\_\_\_

(SEAL)

**Surety:**

(SEAL OF SURETY)

**By:** \_\_\_\_\_  
**Address:**

## PAYMENT BOND FORM

Project No:

Project Title:

Facility Name:

**BY THIS BOND, WE,** \_\_\_\_\_, as Principal,  
and \_\_\_\_\_, a corporation, as Surety, are  
bound to The City of Pompano Beach, Florida, herein called "Owner", in the sum of :

\_\_\_\_\_  
(Written Amount)

\_\_\_\_\_  
(Figures)

for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. This Payment Bond is intended to be governed by 255.05, F.S.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract dated

\_\_\_\_\_  
between Principal and Owner for construction of the Project named above, the contract being made a part of this bond by reference; and

2. Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings, which Owner sustains because of default by Principal under paragraph 1. of this bond;

then this bond is void; otherwise, it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect Surety's obligation under this bond.

**Dated on:** \_\_\_\_\_

	Name of Surety:	_____
<b>(SEAL OF SURETY)</b>		
	By:	_____
		Attorney in Fact
	Name of Principal:	_____
<b>(SEAL OF PRINCIPAL)</b>		
	By:	_____
		_____
		Its authorized officer