



**City of West Park, Florida**

**Request for Proposals  
for  
Solid Waste Collection and Disposal Services**

**Request for Proposals No. 2026-0504**

**For information, contact:**

*City of West Park  
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West Park, Florida 33023  
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## SECTION 1 – NOTICE OF REQUEST FOR PROPOSALS

The City of West Park, Florida (CITY) issued the following Request for Proposals (RFP) Notice pertaining to Solid Waste Collection and Disposal Services within the City. The Notice of RFP was published in the Sun-Sentinel, the Miami Herald, the Palm Beach Post, on Demandstar.com, and the CITY's website the week of Monday, April 13, 2026.

The CITY has developed a proposal package, which contains instructions as to what information each proposer is to provide. Each prospective Proposer will be required to obtain a copy of this proposal package and present a proposal in conformance with the instructions contained therein. Failure to provide complete information may be cause for rejection.

Copies of the proposal packages are on file in the City Clerk's Office and are available for inspection by prospective proposers. Prospective proposers may request a copy of the proposal package by downloading it from DemandStar at: [www.demandstar.com](http://www.demandstar.com) or from the City's website at [www.Cityofwestpark.org](http://www.Cityofwestpark.org).

Sealed proposals are to be submitted to City of West Park, City Clerk, 1965 South State Road 7, West Park, Florida 33023 by 3:00 p.m. on Monday, May 4, 2026. Proposers will be announced at 3:01 p.m. or shortly thereafter. Qualified proposals will be distributed to the Selection Team for review. Proposals received after the specified date and time will not be accepted.

The City reserves the right to reject any and all Proposals, to award all or segments of the project, and to waive any informality in Proposals received, as may be in the best interest of the City.

### **Local Preference Policy:**

For purposes of this section, a Local business means a business domiciled within the City

of West Park City limits that is in compliance with all City of West Park licensing requirements and are current on all City taxes. Post office boxes shall not be used for the purpose of establishing domicile. If in business for less than one year, the owner of the business must provide evidence of previous business ownership within the City of West Park within the previous three years. At the City Administrator's discretion, a business located outside of the City of West Park City limits shall be considered a local business if it employs a minimum of ten full time equivalent ("FTE") West Park residents or West Park residents constitute 20 percent of the company's local workforce (includes Broward and Miami-Dade Counties), whichever is larger. Any business meeting the definition of a Small Business Enterprise (SBE) or County Business Enterprise (CBE) by the State of Florida, Broward County and/or a State of Florida Agency or local government jurisdiction with similar certification criteria will be deemed a local business hereunder.

[Sec. 2-164. of the City of West Park Code of Ordinances](#) provides for a local preference in vendor selection as follows:

(a) *Competitive bid.*

(1) *Local preference.* When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within ten percent of the price submitted by the non-local business, then that non-local business and each of the aforementioned local businesses shall have the opportunity to submit, within five business days of the bid opening, a best and final bid equal to or lower than the amount of the low bid previously submitted by the nonlocal business. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business. If a tie occurs between two or more local businesses one of which is a local business domiciled in the City, the local business domiciled in the City shall prevail. If a tie occurs between two or more businesses domiciled in the City, then the City administrator or designee shall determine to whom the bid will be awarded.

(2) *Preference for disadvantaged business Proposers.* Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, or at the discretion of the City administrator, when a responsive, responsible non-disadvantaged business submits the lowest price bid, and the bid submitted by one or more responsive, responsible disadvantaged business(es) is within ten percent of the price submitted by the non-disadvantaged business, then the disadvantaged business(es) shall have the opportunity to submit, within five business days of the bid opening, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-disadvantaged

business. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a disadvantaged business and a non-disadvantaged business, contract award shall be made to the disadvantaged business. However, in the case of a tie in the best and final bid between a non-local disadvantaged business and a local business, contract award shall be made to the local business.

(b) Request for proposals, letters of interest, qualifications or other solicitations and competitive negotiations, and selection in which objective factors used to evaluate the responses from vendors are assigned point totals.

(1) *Local preference.* If, following the completion of final rankings (technical and price combined, if applicable) by the selection committee, a non-local business is the highest ranked proposer, and the ranking of a local proposer is within five points of the ranking obtained by the non-local proposer, then the highest ranked local proposer shall have the opportunity to proceed to negotiations with the City. If a tie occurs between two or more local businesses, then the City administrator or designee shall determine which local proposer shall have the opportunity to proceed to negotiations with the City.

(2) *Preference for disadvantaged businesses.* Except where federal, state or county law mandates to the contrary, as otherwise provided herein or at the discretion of the City administrator, if following the completion of final rankings (technical and price combined, if applicable) by the selection committee, a non-disadvantaged business is the highest ranked proposer, and the ranking of a disadvantaged proposer or disadvantaged proposers is within five points of the ranking obtained by the non-disadvantaged proposer, the highest ranked disadvantaged proposer shall have the opportunity to proceed to negotiations with the City.

(c) *Application of preferences.* At the discretion of the City administrator, preferences may be additive and computed as a whole on the bid or proposal. For example, the City, pursuant to its purchasing authority, may grant a preference in the amount of ten percent of any bid or ten points of any proposal score to a local disadvantaged business. Preferences shall apply to bids or proposals for services, Request for Qualifications (RFQ) and any other methods. This includes professional services purchases for a project the basic construction cost of which is less than or equal to \$325,000.00 or for a planning or study activity when the fee for professional services is less than or equal to \$35,000.00.

(d) *Waiver.* The application of local preference to a particular purchase, contract, or category of contracts for which the City Commission is the awarding authority may be waived upon written recommendation of the City administrator or designee and approval of the City Commission. The application of local preference to a particular purchase, contract, or category of contracts below the award authority of the City Commission may be waived upon written recommendation approval of

the City administrator or designee and approval of the City administrator or designee.

(e) *Other preferences.* The preferences established herein in no way prohibit the right of the City Commission to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting competitive solicitations. Further, the preferences established herein in no way prohibit the right of City commission from giving any other preference permitted by law instead of the preferences authorized herein.

(f) *Exemption of certain contracts.* This section does not apply to contracts awarded pursuant to cooperative purchasing plans and proposals that the City participates in with other governmental agencies, purchases of professional services for a project the basic construction of which exceeds \$325,000.00 or for a planning or study activity when the fee for professional services exceeds \$35,000.00 made pursuant to the Competitive Consultants' Competitive Negotiation Act (F.S. § 287.055), emergency purchases, or purchases authorized by the City administrator due to insufficient time, nature of commodities or services or purchases subject to a waiver as provided in subsection (d) hereof.

### **Equal Opportunity Employer**

The City of the West Park is an Equal Opportunity Employer and encourages the participation of Minority and Women Business Enterprise (MWBE), Disadvantaged Business Enterprise (DBE) or Airport Concessions Disadvantaged Business Enterprise (ACDBE) vendors.

### **Cone of Silence**

Please be advised that the City of West Park complies with Broward County's [Cone of Silence Ordinance](#).

**END OF SECTION 1**

## SECTION 2 - INTRODUCTION AND INFORMATION

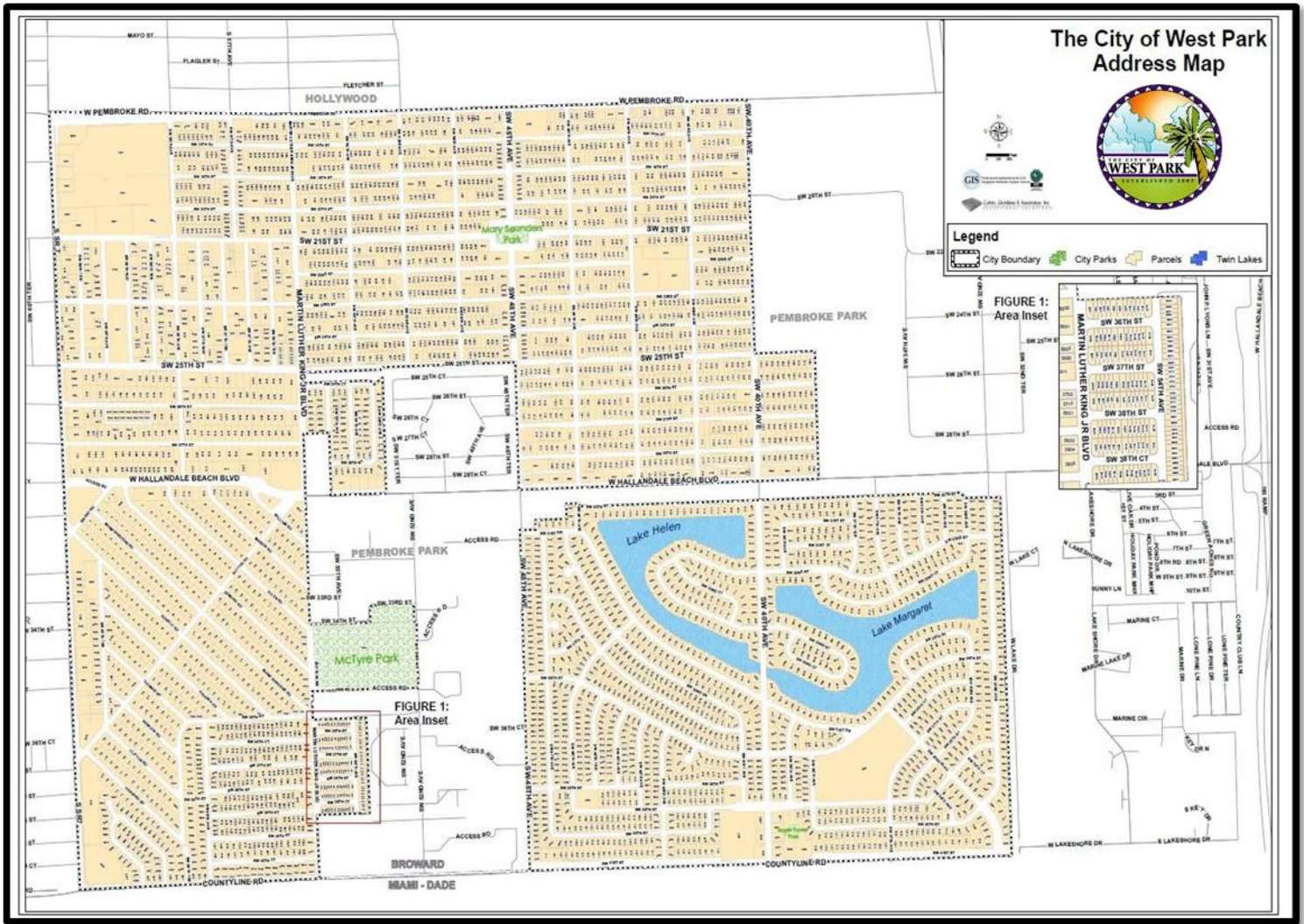
### 2.1 INTRODUCTION

The purpose of this Section of the RFP is to familiarize prospective Proposers with the City and the collection services. Each Proposer shall make its own examination, investigation and research regarding the proper method of doing the work, all conditions affecting the work to be done, the labor, equipment and materials, and the quantity of the work to be performed. The Proposer agrees that it has satisfied itself by Proposer's own investigation and research regarding all of such conditions, and that Proposer's conclusion to enter into the Agreement and execution of the Agreement is based upon such investigation and research, and that Proposer shall make no claim against the City because of any of the estimates, statements or interpretations made by any officer or agent of the City which may prove to be in any respect erroneous.

**The data contained in the RFP is for informational purposes only. The City makes no warranty as to the accuracy of this information.**

### 2.2 GENERAL INFORMATION

The City of West Park ("CITY") was incorporated in March 2005. The CITY is located in Broward County and is approximately 2.2 square miles with approximately 15,300 residents. The CITY is bordered on the north by Pembroke Road, on the south by Countyline Road, on the west by State Route 7/ U.S. 441 and on the east by SW 32nd Avenue. Neighborhoods include Carver Ranches, Lake Forest, Miami Gardens and Utopia. The CITY's fiscal year begins October 1st and ends on September 30th. The CITY provides, primarily through contracts, the normal range of governmental services including road maintenance, planning, zoning and building to its citizens. Police, Fire, and Rescue services are currently provided by the Broward Sheriff's Office. The current contract for residential solid waste collection and recycling collection services is with Waste Pro and expires June 30, 2026, with applicable extensions, until a new agreement is executed. A map of the CITY is provided [online](#), and below.



### 2.3 CONTRACT TERM

The contract shall be for an initial period of eight (8) years commencing on July 1, 2026 awarded by CITY Commission or CITY Manager, in accordance with the CITY’s Procurement Code. The contract may be extended for one (1) additional two (2) year term under the same terms and conditions, if mutually agreed in writing by both parties.

Prior to extending any contract, and in exercising its discretion in its extension rights, the CITY shall review the Proposer’s past performance, record of complaints, and compliance with the contract terms.

The form and legal sufficiency of the Contract shall be subject to the approval of the CITY Attorney.

### 2.4 COST ADJUSTMENTS

Prices quoted shall as described in Forms 16 and 17.

Proposers shall submit firm, fixed pricing for year one (1) in accordance with the provided price

proposal sheets. The CITY will not consider any additional changes to pricing except for changes in disposal costs as described in Sections 3.3.5 and 3.4.3 herein.

Thereafter, annually and any extensions which may be approved by the CITY shall be subject to the following: costs shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All-Urban Consumers Price Index (CPI-U), Water and Sewer and Trash, Garbage and Trash Expenditure as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%) unless agreed upon by CITY.

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment 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 on the beginning date of the approved contract extension.

The CITY may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Contract will be considered cancelled on the scheduled expiration date.

Residential Collection unit count may be updated once annually and the number of units charged by the CONTRACTOR adjusted based on that update, with an effective date of October 1st each year beginning October 2027. (See Section 3.03)

## **2.5 METHOD OF AWARD**

2.5.1 A Contract (the "Agreement") may be awarded by the CITY Commission. The CITY reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the CITY's best interests. The CITY reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the CITY.

### **THE CITY IS REQUESTING PRICING ON THREE DIFFERENT SCHEDULES FOR BULK WASTE PICKUP. PROPOSERS ARE ASKED TO PROVIDE PRICING FOR ALL OPTIONS**

2.5.2 Proposer must provide a cost proposal listed on Bid Form to qualify for award of the contract.

2.5.3 The CITY reserves the right to reject all bids or any portion of any bid the CITY deems necessary for the best interest of the CITY, to accept any item or group of items unless qualified by the Proposer, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and the CITY Code.

2.5.4 The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Proposer's Proposal, the Contract referenced and the Work Authorizations are collectively an integral part of the contract between the CITY and the successful Proposer.

2.5.5 While the CITY may determine to award a contract to a Proposer(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in

the Bid Form of this solicitation. The Proposer shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form(s) required by the CITY. If the Proposer is in default, the CITY will void its acceptance of the Proposer's offer and may determine to accept the offer from the second most responsive, responsible Proposer or re-solicit Bids. The CITY may, at its sole option, seek monetary restitution from the Proposer as a result of damages or excess costs sustained and/or may prohibit the Proposer from submitting future Bids for a period of one year.

## **2.6 INVOICING AND PAYMENT**

The CITY will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the CITY, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the CITY shall not approve or accept the CONTRACTOR's work product, and 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 payment for the work completed and usable to the CITY.

### **Payment Method**

#### **PCI DSS (Payment Card Industry Data Security Standard) Compliance**

CONTRACTOR agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

CONTRACTOR and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the CITY. Failure to produce documentation could result in termination of the contract.

Invoices shall be emailed MONTHLY sent via US Mail to CITY of West Park, 1965 S State Road 7, West Park, FL 33023.

All invoices must reference the applicable Work Authorization and/or Bid number.

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapters 218, Florida Statutes.

## **2.7 Written Contract**

The awarded Bidder/Successful Proposer shall be required to enter into a written Contract with the CITY, The Contract form shall be prepared by the CITY and shall incorporate the terms of this solicitation, the accepted Bid, and include a termination for convenience clause and other terms which may be required by the CITY and acceptable by the CITY Commissioners. No work shall be performed or payment due unless a written Contract is fully executed.

**END OF SECTION 2**

## SECTION 3 - TECHNICAL REQUIREMENTS AND SPECIFICATIONS

### 3.01 PURPOSE

Collection services shall include but may not be limited to automated collection of residential solid waste carts, automated collection of residential recycling carts, multi-family solid waste and recycling services, commercial solid waste services, bulk trash and white goods collection, and Temporary and Permanent Rolloff services.

### 3.02 OPEN MARKET

Commercial recycling services will be open market and will not be part of this exclusive agreement.

### 3.03 SERVICES GENERALLY

CONTRACTOR to perform collection and disposal services for the CITY as contained herein:

Unit Type	Number of Units
Single Family	4,187
Multi-family - less than 10 units	250
Mixed Use w/Residential	1
Commercial (Estimate)	210
Rolloff	

The CITY provides residential services generally described as follows:

- Twice weekly collections of curbside municipal solid waste and yard waste (MSW) using automated carts in 96-gallon capacities
- Once weekly collections of curbside recycling (RCY) using automated carts in 96-gallon capacities
- Once monthly collections (capped at 12 cubic yards per collection) of bulk waste and white goods (BULK)

Residential collection unit count may be updated once annually upon request of the CONTRACTOR and the number of units charged by the CONTRACTOR adjusted based on that update, with an effective date of October 1<sup>st</sup> each year beginning October 2027.

The CONTRACTOR shall pay the tipping fees (disposal fees) for all residential services to include MSW, RCY and BULK directly to the disposal or processing facility.

This solicitation includes all three (3) collection services (MSW, RCY and BULK). Map links below:

[Residential Garbage, Recycling and Bulk](#)

**WASTE PRO**  
Caring For Our Communities

**WEST PARK**

**Please note: YELLOW SERVICE AREA**  
Your services are as follows:  
Garbage Wednesday & Saturday  
Recycle day Wednesday  
Bulk service day will occur on every 2nd Monday each month.  
\*No Residential Bulk, Trash & Recycling Pick up on Christmas Day

**Please note: ORANGE SERVICE AREA**  
Your services are as follows:  
Garbage Tuesdays & Fridays  
Recycle day Tuesday  
Bulk service day will occur on every 3rd Monday each month.  
\*No Residential Bulk, Trash & Recycling Pick up on Christmas Day

**Please note: PURPLE SERVICE AREA**  
Your services are as follows:  
Garbage Mondays & Thursdays  
Recycle day Monday  
Bulk service day will occur on every 4th Monday each month.  
\*No Residential Bulk, Trash & Recycling Pick up on Christmas Day

<b>2ND MONDAY BULK SCHEDULE DATES</b>	Oct. 10/14/2024	Nov. 11/11/2024	Dec. 12/9/2024	Jan. 1/13/2025	Feb. 2/10/2025	March 3/10/2025	April 4/14/2025	May 5/12/2025	June 6/9/2025	July 7/14/2025	Aug. 8/11/2025	Sept. 9/8/2025
<b>3RD MONDAY BULK SCHEDULE DATES</b>	Oct. 10/21/2024	Nov. 11/18/2024	Dec. 12/16/2024	Jan. 1/20/2025	Feb. 2/17/2025	March 3/17/2025	April 4/21/2025	May 5/19/2025	June 6/16/2025	July 7/21/2025	Aug. 8/18/2025	Sept. 9/15/2025
<b>4TH MONDAY BULK SCHEDULE DATES</b>	Oct. 10/28/2024	Nov. 11/25/2024	Dec. 12/23/2024	Jan. 1/27/2025	Feb. 2/24/2025	March 3/24/2025	April 4/28/2025	May 5/26/2025	June 6/23/2025	July 7/28/2025	Aug. 8/25/2025	Sept. 9/22/2025

The CITY requires the provision of commercial and rolloff services generally described as follows:

- Minimum of once weekly collections of municipal solid waste (MSW) using mechanical containers (dumpsters and frontend loading compactors) and/or automated carts
- Rolloff (and Rolloff Compactor) services with capacity and frequency of service as agreed upon between customer and CONTRACTOR and in compliance with the CITY's Code of Ordinances as amended from time to time

CONTRACTOR shall pay the tipping fees (disposal fees) directly to the disposal or processing facility for all commercial and Rolloff services.

### 3.1 GENERAL COLLECTION REQUIREMENTS

#### 3.1.1 Hours of Operations

CONTRACTOR shall make collections Monday through Saturday for residential services and Monday through Saturday for Commercial and Rolloff services. The hours of operation in a residential district shall commence at 7:00 a.m. throughout the year and shall terminate at 6:00 p.m. In commercial collection areas the hours of operation may commence at 7:00 a.m. and terminate at 6:00 p.m. each day. In residential areas no collection shall be made on Sunday except in a time of emergency or to maintain schedules disrupted due to holiday conflicts with written permission of Contract Administrator.

CONTRACTOR shall not allow collection vehicles to service before 7:00 A.M. or operate after

permitted hours, or on Sundays, unless express written approval is provided in advance by the Contract Administrator or his/her designee. Such permission does not waive any administrative fees or penalties as outlined herein unless explicitly requested by CONTRACTOR and approved by CITY's Contract Administrator. Such permission shall be given or denied at the CITY's sole discretion.

**3.1.2 Service Hour Changes**

Notwithstanding anything else contained herein, the hours and days of collection service may be extended or reduced when such change is requested by the CONTRACTOR and approved in advance by the CITY Contract Administrator and when the Contract Administrator determines that such change is necessary or otherwise appropriate to protect the public health, safety or welfare.

**3.1.3 Maintaining of Schedules**

At times during the year the quantity of solid waste, yard waste, bulk waste and/or recycling may be materially increased due to seasonality, tourism, special events occurring in the area and other social and economic drivers. These variations will not be considered justification for the CONTRACTOR to not maintain the required collection schedules and routes. Additionally, these fluctuations will not justify or excuse a failure by the CONTRACTOR to provide service in compliance with the approved schedules and routes. The CONTRACTOR is responsible for the timely collection of all materials that are set out on the scheduled collection days, subject to the conditions herein, regardless of any fluctuations in the amount of material that is set out.

**Current** route data is below for residential services:

	Bulk	Recycling Trucks	MSW Trucks
Monday	11-12	1	2
Tuesday		1	2
Wednesday		2	2
Thursday		-	1
Friday		-	2
Saturday		-	2

**3.1.4 Adjustments to the Service Area**

The boundaries of the service area may be adjusted from time to time as a result of actions by the CITY or others, with a minimum of 60-calendar day's notice by the CITY. Similarly, the boundaries of the service area may be adjusted if lands are added to or removed from the CITY pursuant to an annexation, interlocal agreement, or similar change after the effective date. In such cases, the rights of the CONTRACTOR may be revised in accordance with Section 171.062, Florida Statutes, or other applicable laws.

The annexation of land after the effective date may require the CONTRACTOR to provide

collection services in the annexed area or, in the alternative, such area may be served by another CONTRACTOR or entity.

In either case, the CONTRACTOR shall provide its services in the CITY (with or without the annexed area) for the rates established in this under this agreement. There shall be no change in the CONTRACTOR's rates if collection service in the newly annexed area is provided by another CONTRACTOR or entity. There also shall be no change in the CONTRACTOR's rates if the boundaries of the service area are revised after the effective date.

CONTRACTOR shall be compensated for the number of residential units added in the adjusted service area with an effective date of the first collection by CONTRACTOR as agreed upon with CITY. Unit count will then become a part of the contract unit count and adjusted as described in Section 3.03.

### **3.1.5 SERVICE STANDARDS**

CONTRACTOR will provide a level of service equal to or greater than the industry standard for each account.

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

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

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

CONTRACTOR shall schedule and dispatch sufficient quantities of equipment and labor to successfully complete the routes each day, within the allotted time period and obtaining desired program results.

CONTRACTOR shall not operate on CITY roadways in a manner that unnecessarily disrupts the flow of traffic and will not impede traffic flow in and around school loading and unloading zones while in active use.

Noise and disturbance will be kept to a minimum and CONTRACTOR shall comply with any

and all applicable rules and laws as prescribed in the [CITY's Code of Ordinances](#).

### **3.1.6 Special Disability Pull Out Service for Residential Waste & Recycling**

The CONTRACTOR will be responsible to provide special pull-out services for customers who are disabled and who have provided required documentation to the CITY.

**There are currently four (4) customers in the CITY that are unable to place their cart(s) curbside.**

The CONTRACTOR will be responsible to bring the cart(s) to the curb for dumping and then return it to its original placement. There will be no additional charge for those residents that are unable to bring their garbage cart to the curb. The CITY reserves the right to increase or decrease these numbers as may be required at no additional cost to the CITY. Bulk services are excluded from this requirement. CONTRACTOR is not obligated to collect material that is placed outside of the cart.

### **3.1.7 Materials in Unapproved Containers & Customer Education**

Any materials set out for residential collection that are not in an approved container will be left at the pick-up location along with instructional materials provided by the CONTRACTOR and approved by the CITY educating the customer about the CITY's solid waste plan and recycling program. CONTRACTOR is not obligated to collect material that is placed outside the Mechanical Container or Cart.

In the event that non-recyclable materials are placed in the residential recycling cart, the CONTRACTOR will leave the materials in the cart along with instructional materials provided by the CONTRACTOR and approved by the CITY educating the customer about the recyclable materials accepted in the CITY recycling program and how to prepare those materials.

### **3.1.8 Temporary Street Closures for Residential Services Units**

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

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

### **3.1.9 Exclusive Routes & Route Restructuring**

The CITY recognizes that residential routes may need to be restructured and that the CONTRACTOR desires to provide service as efficiently as possible. CONTRACTOR will be responsible for providing any routing software, equipment, personnel and expert technical

support (including consultants, if needed) at CONTRACTOR's expense, to provide options for restructuring routes of services for which they are contracted. Service levels shall remain the same to customers with no changes in service frequency. CITY Contract Administrator shall have final approval for any changes proposed. All changes are subject to final written approval of the CITY and must include a formal timeline for implementation, including public outreach which will be at the CONTRACTOR's sole expense. CONTRACTOR is responsible for providing all route restructuring services, including reports as requested by the CITY along with any data required to make an informed decision, in a format acceptable to the CITY. Timing of reroutes, if approved, shall be determined by the CITY, at the CITY's sole discretion. **Such request shall not be made within the first twelve (12) months of the contract execution.**

The CITY will consider a Monday through Friday collection schedule for residential services.

CONTRACTOR shall notify the CITY of its routes and schedules. CITY reserves the right to deny CONTRACTOR access to certain streets, alleys and public ways inside the CITY where the CITY determines that it is in the interest of the general public to do so because of the conditions of the streets, bridges or other infrastructure. CONTRACTOR shall not interrupt the regular schedule and quality of service because of such street closures.

Customers serviced under this contract shall be provided service on the established route service days. CITY shall receive electronic copy of all routes run by CONTRACTOR including, but not limited to, route boundaries, house count, trucks deployed and house count upon request. All route and schedule changes are subject to approval by the CITY's Contract Administrator or designee. Changes in collection schedules shall be prominently provided to each affected customer by individually notifying same in writing with notice in a format approved by CITY. CITY reserves the right to design and draft such notices at its sole discretion. All costs for printing and mailing/ distribution are to be borne by the CONTRACTOR.

CITY expressly reserves the right to approve or deny any requests for routing or scheduling changes.

CONTRACTOR shall not be responsible for scattered materials unless caused by their operations or staff, in which case all scattered material shall be picked up immediately by the CONTRACTOR.

CONTRACTOR and their employees shall not be required to expose themselves to the danger of being bitten or injured by dogs or other animals at large. CONTRACTOR shall immediately notify the owner or occupant of the property along with the CITY to immediately cure the safety risk.

The CONTRACTOR shall increase the routes, work force and equipment as needed to properly perform under this contract.

CITY reserves the right to request or conduct an audit of the CONTRACTOR's routes at its sole discretion. This may be performed by the CITY, a SUBCONTRACTOR approved by the CITY or by the CONTRACTOR at the CITY's request. CONTRACTOR agrees to cooperate with such requests. CONTRACTOR agrees to provide all information requested by the CITY related to its routes, equipment and employees providing service under this contract including but not limited to access to GPS, route sheets, equipment information, etc. CONTRACTOR agrees to conduct audits from time to time as requested by the CITY including but not limited to contamination or resident participation in collection programs. This shall be at no cost to the CITY.

### **3.1.10 Holidays - Christmas Day**

For this contract, the only recognized holiday shall be Christmas Day, occurring annually on December 25<sup>th</sup>. The CONTRACTOR shall not be required to provide residential collection services to customers. In those instances where the scheduled collection day falls on Christmas Day, the CONTRACTOR shall conduct the collection service on the next regularly scheduled collection day for the customer. No additional "make up" service will be required for MSW. RCY collections that fall on Christmas Day shall be serviced the next operational day unless otherwise approved in writing by Contract Administrator. For bulk waste collections, CONTRACTOR will provide a make-up day scheduled and approved by the Contract Administrator. For Commercial customers, Rolloff customers and Multi-family customers serviced with mechanical containers, CONTRACTOR will provide a make-up day and coordinate schedule with customer, subject to the CITY's approval.

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

### **3.1.11 Sufficient Inventory of Containers**

The CONTRACTOR shall be responsible for providing and maintaining a sufficient inventory of Containers including but not limited to Carts, Cans, Decals, Compactors, Dumpsters, and Roll-offs for Solid Waste and Recycling Services to ensure that extra or replacement Containers can be provided to customers in accordance with the terms and conditions of the Contract. CONTRACTOR is responsible for the storage of Containers at a secure location of their choosing, subject to approval by the CITY's Contract Administrator.

### **3.1.12 Disaster Services**

In the event of a disaster, such as a hurricane, the CONTRACTOR will be expected to continue with collection service until the CITY declares a "State of Emergency" and/or until the Contract Administrator and CONTRACTOR agree that service should be suspended due to unsafe conditions. The CONTRACTOR will be expected to resume and continue normal collection schedules as soon as safely possible. No additional compensation should be expected for increased cart tonnage before or after the State of Emergency. No additional compensation

should be expected for general windstorms, poor weather conditions or other unusual events.

### 3.2 COLLECTIONS FROM RESIDENTIAL SERVICE UNITS

#### 3.2.1 Customers Serviced

Residential Units: Count broken down as follows:

- Single Family Units: 4187
- Multifamily Units (Properties 10 units and under): 250
- Mixed Use w/Residential Units: 1

#### 3.2.2 Residential Carts

CONTRACTOR will issue each single-family residential unit the following (automated) wheeled carts at no cost to CITY or residents for residential collection services unless otherwise indicated:

- One GREY (1) 96-gallon carts for garbage and yard waste combined (MSW) serviced twice (2x) per week
- One BLUE (1) 96-gallon cart for single-stream recycling serviced once (1x) per week (already distributed and onsite)

Within 18 months of the contract execution, CONTRACTOR may be requested to deliver new 96-gallon cart for MSW and new 96-gallon cart for RCY to all residential units. Such delivery shall include coordinated removal of pre-existing carts from properties, for final recycling and disposal at the CONTRACTOR'S expense. CONTRACTOR shall provide a communication plan to the CITY'S Contract Administrator for review and approval no later than 60-calendar days before new cart delivery begins.

Residential customers may have more than one (1) cart for MSW or RCY. CONTRACTOR shall service carts as directed by the CITY at no additional cost to the CITY.

- **There are 58 residential properties with 2 MSW carts**
- **There is 1 residential property with 3 MSW carts**

The awarded CONTRACTOR shall assume the responsibility of all existing carts at Residential Service Units.

Multi-Family residential units may have multiple carts for service. Current cart count is below:

Number of Multi-Family Properties < 10	Number of MSW Carts Per Property
164	2
55	3
12	4
8	5
4	6
2	7
5	8

Carts shall be emptied and returned to the customer’s original placement location. However, the CONTRACTOR shall ensure that no carts are left in the roadway or blocking ingress/egress including but not limited to driveways, alleyways, sidewalks and bicycle lanes. Carts shall be placed upright with the lids closed. Carts shall be left in a neat and orderly manner along the length of the neighborhood block. Carts shall be handled with care at all times.

At no time shall a CITY cart be used for other contracts, open market commercial activities or for any purpose other than use by a recognized CITY customer serviced under this contract.

It will be the CONTRACTOR’s responsibility to procure new carts with the CITY providing final approvals including, but not limited to, cart specifications, design, branding, and in-mold labelling.

**CONTRACTOR shall include proposed cart specifications in their response to this solicitation.** At a minimum, the specification sheet(s) shall address the following:

- Manufacturer
- Construction material, including post-consumer recycled content
- Molding technology
- Standards of design (American National Standards Institute- ANSI)
- UV Stabilization certificate
- Load rating
- Design standards for lid, handles, lifting, bottom, wheels, axles and fasteners
- Interior and exterior finish surfaces
- Color
- Volumetric capacity

- Identification and marking
- Manufacturer’s warranty (City prefers 10 years)

CITY will provide CONTRACTOR with electronic, print-ready graphics for cart hot stamps and in-mold labelling. The costs related to the procurement of carts will be borne by the CONTRACTOR as outlined below. All replacement parts shall be procured by the CONTRACTOR at the CONTRACTOR’s sole expense. The CITY retains rights to all inventory distributed and in use at the curb, along with any remaining inventory, of both carts and associated cart parts procured for use under this contract. This includes ownership rights upon expiration or termination of this contract whether at the CITY or the CONTRACTOR’s request.

CONTRACTOR shall be responsible for providing and maintaining a sufficient inventory of Carts to ensure that extra or replacement Containers can be provided to customers in accordance with the terms and conditions of the Contract. CONTRACTOR is responsible for the storage of CITY carts at a secure location of their choosing, subject to approval by the CITY’s Contract Administrator. CONTRACTOR shall provide a monthly inventory of carts to the CITY no later than the first Monday of each calendar month, unless otherwise agreed upon in writing by the CITY’s Contract Administrator. Inventory report shall include:

- A. New Carts by Type and Size
- B. Refurbished Carts by Type and Size
- C. Damaged Carts (no longer useable)

**3.2.3 New/Replacement Containers for Residential Service Units**

CONTRACTOR is expected to have containers available for residents in the event a Residential Service Unit reports their cart as damaged or missing/stolen. Upon notification to the CONTRACTOR by the CITY or customer that the Residential Service Unit’s Container has been stolen or has been damaged, the CONTRACTOR shall deliver a replacement Container to such Residential Service Unit within three (3) working days. There shall be no limit on the number of times that a container may be replaced at any given Residential Service Unit.

**Current Average:            15 requests per week**

**3.2.4 CONTRACTOR Cart Storage at CITY Facility**

CONTRACTOR shall make available no less than 30 carts (15 residential MSW carts and 15 residential RCY carts) at a CITY-owned location chosen by the CITY for emergency and special event needs. CITY shall determine the size(s) and type(s) of carts to be stored at CITY-owned location. CONTRACTOR shall maintain inventory as directed by the CITY’s Contract Administrator. Such inventory shall be delivered and maintained at McTyre Park at 3501 SW 56<sup>th</sup> Avenue, West Park, Florida 33023 or at other location as approved by the CITY’s Contract Administrator.

### **3.2.5 Recyclable Materials to be collected**

The CITY's single-stream recycling program currently accepts the following:

- Mixed paper- A mixture of various qualities of paper not limited to type of fiber content. Acceptable fibers include newspaper, inserts, catalogs, magazines, junk mail, office paper, soft-covered books, file folders, shredded paper, phone books, paper bags, soda cartons and boxes from items such as cereal, tissue, rice and pasta.
- Aluminum food and beverage containers
- Steel food and beverage containers
- All plastic bottles and containers marked 1,2,3,4,5,6 and/or 7. This includes milk and soda bottles, detergent bottles, shampoo bottles, etc.
- Aseptic containers (milk and juice cartons/drink boxes)
- Glass food or beverage containers - clear, brown and green
- Cardboard

The CITY reserves the right to add or remove acceptable items from its single-stream recycling program at the CITY's sole discretion. CONTRACTOR will be provided 30 days written notice should there be a change in the materials accepted.

### **3.2.6 Pick-Up Locations**

Solid waste and recycling collection service is provided to all residential customers. Service areas in West Park have differing requirements and challenges. CONTRACTOR must demonstrate the ability to possess all resources required for service.

Customers place their carts curbside for collection. In certain locations, such as cul-de-sacs and one-way streets, the driver may have to manually pull the carts to the truck to provide service. If access to a curbside cart is not directly accessible from the collection vehicle, the driver may have to manually pull the cart to the truck to provide service. The CONTRACTOR shall reposition the cart in reasonable proximity to where it was set out for collection by the resident. Alternative collection areas for identified accounts shall be provided when identified by the CITY.

The CONTRACTOR shall provide Service for the Disabled as described in Section 3.1.6 herein.

CONTRACTOR is not obligated to collect materials placed outside the Mechanical Container or Cart.

All sanitation customers serviced by the CONTRACTOR within the CITY shall be entitled to collection service. In the event a road or property is not accessible due to construction, on street parking, special event, public safety, incident, etc., the CONTRACTOR shall make every effort to service the customer the same day or the next business day and coordinate with CITY staff during these instances.

### **3.2.7 Materials Recovery Facility and Title to Recyclable Materials**

Title and liability for recyclable materials collected by the CONTRACTOR during the provision of collection service shall also remain with the CONTRACTOR once collected until such recyclable materials are properly delivered to the Materials Recovery Facility.

All recyclable items must be processed at a recycling facility approved by the CITY. The CITY does not currently have an active contract. CONTRACTOR shall identify certified recycling facility for the processing of all recyclables collected under this contract. All handling and disposal shall be done in accordance with all Federal, State and local laws, standards and requirements. CONTRACTOR retains any value of recyclables collected and is responsible for any fees related to the processing and final disposition of recyclables collected. CITY reserves the right to direct recyclables to a facility at its sole discretion. Any change in processing costs shall be reflected in the compensation received by the CONTRACTOR, as described in Section 3.4.3.

### **3.2.8 Prohibition of Mixing Separated Recyclables with Garbage**

The CONTRACTOR is prohibited from collecting separated recyclables from a household and mixing them with garbage unless the CITY Contract Administrator grants prior written approval.

### **3.2.9 Collection of Bulk Waste from Residential Service Units**

Curbside bulk collection shall occur once monthly per sanitation unit unless authorized by Contract Administrator. Bulk waste is limited at 12 cubic yards per collection day, per sanitation unit.

The CITY seeks to identify pricing for curbside bulk collection as follows:

- 12 cubic yards per residential service unit per month, with routes scheduled for the second, third and fourth Mondays of each month (**Current schedule**)
- 12 cubic yards per residential service unit per month with routes scheduled Monday, Tuesday, and Wednesday to correspond with existing recycling service day and routes operating on the first, second, third and fourth Monday, Tuesday and Wednesday of each month (**Option A**)
- 12 cubic yards per residential service unit per month with routes scheduled Monday through Friday and routes operating on the first, second, third and fourth weeks of each month (**Option B**)

Any bulk pile left uncollected by the CONTRACTOR must be tagged and reported to the CITY in a manner acceptable to the CITY by close of the business day.

Bulk waste shall be placed at the curb for collection by 7am on the scheduled service day. Bulk waste must be generated from the property. Imported waste, or waste not generated from activity on the property, is not accepted. Bagged garbage and putrescible waste is not accepted

in bulk waste collection.

Materials accepted for bulk service include but are not limited to:

- Furniture
- Carpet
- Mattresses
- Toys
- Bicycles
- Yard Waste
- White Goods (Refrigerators, Stoves, A/C Units, Washers, Hot Water Heaters, etc.)
- Non-Contractor construction debris such as bathtub, toilet, fencing, doors, sinks, cabinets
- Items in the bulk pile cannot exceed 12 feet. Glass must be placed in a sturdy, rigid container for collection.
- Combining bulk trash piles is not acceptable.
- Dirt, sand, pavers, concrete, masonry and tile are not eligible for bulk service.
- Tree stumps or any tree section more than 12 inches in diameter are not accepted in bulk piles.
- Hazardous materials, including paint and other liquids, are not accepted in bulk piles.
- Boats and boat parts, vehicles and vehicle parts are not accepted in bulk piles.

The CONTRACTOR shall be responsible for the proper handling of any white goods and electronic equipment that the CONTRACTOR collects. The CONTRACTOR shall take appropriate steps to minimize the release of freon, coolants, and other similar materials from white goods. A customer is not required to remove freon, coolants, or other similar materials from white goods before the white goods are set out; the CONTRACTOR is not required to remove such materials from the white goods before the white goods are placed in the CONTRACTOR's vehicles.

Code Compliance/Nuisance Abatement pick-ups: The CITY performs routine inspections and identifies properties, through complaints and proactive inspections, regarding materials on vacant lots, residential and commercial properties and rights-of-way that require abatement (removal). CONTRACTOR shall receive such notices from the CITY electronically and shall remove such piles at no additional cost to the CITY within two (2) business days of the request. CITY retains the responsibility to bill the property owner. CONTRACTOR is responsible for disposal costs. CONTRACTOR may not interfere with the CITY's process for abatement which includes contacting the property owner for private removal. The CITY averages 20 such abatements annually.

### **3.2.10 Education Services**

CONTRACTOR shall provide the following public education services:

a) **Twice Annual Solid Waste Notice**

Twice each year during the term of this agreement the CONTRACTOR shall publish and

distribute a notice to the residents regarding the collection service programs for residential customers. The notice shall contain at a minimum, definitions of the materials to be collected, procedures for setting out the materials and maps of the service area indicating the days when collection services will be provided. The notice shall be approved by the CITY prior to publication. The notice shall be distributed by the CONTRACTOR on a schedule as may be mutually agreed upon by the CITY and the CONTRACTOR.

The notice may include items such as a magnet for the Residential Service Units.

**b) Public Awareness Program**

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

**c) Recycling Education and Outreach**

1. Provision of graphics to CITY for Social Media and other CITY posts (no less than one per month).
2. Handouts or fliers for CITY events

***3.3 COLLECTION SERVICES FROM COMMERCIAL AND ROLLOFF SERVICE UNITS***

**3.3.1 Commercial and Rolloff Collection Service**

The CITY seeks to establish an exclusive contract for Commercial and Industrial Services, including temporary/construction and demolition industrial Rolloff services, within the term of this agreement, following all notifications, public hearings and any other requirements pursuant to Section 403.70605(3)(b), Florida Statutes.

The CONTRACTOR shall collect Solid Waste from Commercial Service Units within the Service Area. The size of the Container(s) or Rolloff(s) and the frequency of Collection shall be sufficient to provide that no Solid Waste shall be placed outside the Container(s), Garbage Cart(s) or Rolloff(s).

- a. Commercial solid waste shall be collected in individual containers (including carts), front-load containers/bins, or compactors. The CONTRACTOR shall retain ownership of the containers, bins or compactors throughout the term of contract and upon its expiration. All containers shall have lids and the ability to be locked if requested by Customer.
- b. Containers, Garbage Carts and Roll-offs, shall meet accepted industry standards and be maintained by the Company as necessary to maintain efficient and sanitary services.

- c. Customer and CONTRACTOR shall determine the level of service and size of container after considering the type of business, waste generation rate and type, and other similar factors. In the event that same cannot be reasonably agreed upon, the CITY shall make the final determination in advance of any change. In all cases Customer and CONTRACTOR shall comply with the minimum requirements contained in the CITY of West Park [Code of Ordinances](#), unless less frequent service is approved by the CITY.
- d. If the CONTRACTOR determines that a Commercial/Rolloff Customer's Mechanical Container or Garbage Cart is Overflowing, the CONTRACTOR shall notify the Commercial/Rolloff Customer about the overflowing container and discuss whether the Customer should increase the size of its Collection Containers or the frequency of Collection Service.
- e. The CONTRACTOR shall notify the CITY if it is deemed necessary to increase service for a customer and Customer refuses. The CITY reserves the right to approve or decline the service change. If the CITY approves the service change request, the CONTRACTOR shall notify the customer of the requirement for increased service frequency/container capacity and the associated rate structure. If the CITY declines the service change request, the Company shall continue to provide the customer the current level service. The CONTRACTOR may leave an overflowing collection container at the Customer's premises. In the alternative, the CONTRACTOR may collect the overflowing collection container and charge an additional fee based on estimated cubic yards if the Customer agrees to pay this fee.
- f. All Containers, Carts and Rolloffs shall be readily accessible to the Company's crew and vehicles.
- g. CONTRACTOR is not obligated to collect material that is placed outside the Mechanical Container or cart.
- h. During the term of this Contract, a written service agreement between the CONTRACTOR and the Customer; in a format acceptable to the CITY, shall be entered into regarding the level and type of service to be provided, for solid waste services only.
- i. The CONTRACTOR's service agreement shall identify at a minimum:
  - 1) the service(s) that will be provided;
  - 2) the size and type(s) of Collection Container(s) that will be used;
  - 3) the frequency of Collection Service;
  - 4) the Scheduled Collection Day(s);
  - 5) the Rates for the services that will be provided to the Customer; and
  - 6) the total amount to be paid each month by the Customer
- j. A copy of the written service agreement shall be filed with the CITY within five (5) business days of execution of the written agreement or alternative interval (such as monthly reporting) as agreed upon by CITY's Contract Administrator.
- k. The CONTRACTOR shall execute a written service agreement with each new Commercial/Rolloff Customer before the CONTRACTOR provides Collection Service to that Customer.
- l. The CONTRACTOR shall prepare a standard form that the CONTRACTOR shall use as its written service agreement with Commercial/Rolloff Customers. The proposed form

shall be provided to the CITY for approval and whenever the CONTRACTOR proposes to change its content. The terms and conditions contained in the form shall be consistent with the requirements in this Agreement; the service agreement shall not contain any requirements or fees that are not included in this Agreement. The CITY shall have the authority to approve the CONTRACTOR's written service agreement, or require additions, deletions, or changes to the language therein, including changes to the disclosure statement provided below.

- m. The CONTRACTOR's service contract shall identify all services that the CONTRACTOR will provide to the Commercial/Rolloff Customer and all associated rates. No fees or charges may be collected from any Customer unless such fees and charges were disclosed to that Customer before the CONTRACTOR provided its services.
- n. On the Commencement Date, the CONTRACTOR shall begin to provide its Collection Services to each Commercial/Rolloff Customer in the Service Area. Thereafter, the CONTRACTOR shall provide its Collection Services for Commercial/Rolloff Waste within five (5) business days after the CONTRACTOR receives a request for service from a new customer that has signed a contract with the CONTRACTOR for such service.
- o. The CONTRACTOR may terminate collection service to a Commercial/Rolloff Customer based on the Customer's failure to pay the CONTRACTOR's bills for Collection Service. The CONTRACTOR shall notify the CITY's Contract Administrator at least fifteen (15) calendar days before service is terminated to a Commercial/Rolloff Customer. After notification, the CITY shall take whatever action it deems appropriate to enforce the Customer's compliance with the CITY's Ordinances.

If Commercial/Rolloff Collection Service is terminated, the CONTRACTOR may remove its Collection Containers and other equipment from the Customer's Premises. The CONTRACTOR may charge interest on delinquent accounts with Commercial/Rolloff Customers and may charge a reasonable fee for the resumption of service, subject to applicable laws. Any fee for the resumption of service shall be subject to the CITY's prior approval. The CONTRACTOR shall be solely responsible for collecting any overdue fees or charges from its Commercial/Rolloff Customers. The CONTRACTOR may utilize any lawful method to collect overdue fees or charges, provided the CONTRACTOR complies with applicable law.

- p. The CONTRACTOR shall be solely responsible for billing Commercial and Rolloff Customers and collecting all rates, fees, and other charges from its Customers for the Commercial and Rolloff Collection Services the CONTRACTOR provides under this Agreement. The CONTRACTOR also shall be responsible for the payment of all Tipping Fees associated with the disposal or processing of materials collected by the CONTRACTOR when providing its Commercial Collection and/or Rolloff Collection Services.

### **3.3.2 Exclusivity Enforcement**

The CITY shall assist CONTRACTOR in enforcing the exclusivity of this Contract. In the event CONTRACTOR determines that a commercial establishment has not contracted for commercial collection or Permanent Rolloff collection service, CONTRACTOR shall notify the CITY. The CITY shall notify the property/business owner to cure the noncompliance. If the noncompliance is not cured, the CITY shall file an appropriate enforcement action.

### **3.3.3 Frequency - Minimum Once per Week**

The CONTRACTOR shall collect commercial solid waste carts, dumpsters and front-end serviced containers and compactors a minimum of once per week. Rolloff Compactors and Rolloff dumpsters from commercial services units in the CITY may be on call or serviced on an alternative schedule subject to the CITY's approval. Putrescible waste may not be placed in an open top Rolloff dumpster.

### **3.3.4 Extra Yardage Billing for Overflowing Commercial Dumpsters**

The CONTRACTOR shall be permitted to bill extra yardage with Customer's permission when a commercial dumpster is found to be overflowing on regular service date. If CONTRACTOR intends to bill for extra yardage pursuant to this section, CONTRACTOR shall take photo of the overage that shall be retained in CONTRACTOR's computer system as a public record. CONTRACTOR will supply photo to customer and CITY. (See 3.3.1 (d)(e))

### **3.3.5 Adjustments to Disposal Component of Commercial and Rolloff**

The disposal component of the rates for Commercial Collection Service shall be adjusted to reflect any changes in the Tipping Fee at the Designated Disposal/Processing Facility. The CONTRACTOR shall provide the CITY and its Customers with advance notice of any change in the Tipping Fee and the notice shall be provided in a manner that is acceptable to the CITY. The Rate adjustment shall be effective on the date of the change in the Tipping Fee at the Designated Disposal/Processing Facility or the date when the CONTRACTOR gave advance notice of the Rate adjustment to its Customers and the CITY, whichever occurs later. For Rolloff customers charged for actual disposal as a line item, the new disposal rate shall be used. For Commercial Services where the disposal is built into the rate, the CONTRACTOR shall calculate the amount of the Rate adjustment by using the following formula:

The Commercial Solid Waste Collection Service "Disposal Rate" is based on the Disposal Charge per ton, the frequency of Collection and the "Weight Per Cubic Yard Factor" set forth below:

Any approved change in the per ton Disposal Charges, as set forth below, will result in a corresponding change in the "Disposal Rate" for Commercial Collection Services based on the following formula:

$(\text{Weight Per Cubic Yard Factor} / 2,000 \text{ pounds}) \times \text{New Disposal Charge} \times \text{Container size} \times \text{Frequency per week} \times 4.33.$

Less:  $(\text{Weight Per Cubic Yard Factor} / 2,000 \text{ pounds}) \times \text{Old Disposal Charge} \times \text{Container size} \times \text{Frequency per week} \times 4.33.$

Will Equal: The change in the appropriate Commercial Solid Waste Collection Service "Disposal Rate" per month.

**Commercial Weight Per Cubic Yard Factor = 97.57 lbs./CY**

The monthly Commercial Service Unit rates shall be adjusted based on the change in the Commercial Solid Waste Collection Service "Disposal Rate" as calculated above, and the resulting change in Franchise Fees.

**3.3.6 City Facilities - No Cost to the City**

The CONTRACTOR will provide for the collection of garbage, bulk trash and recyclables at all CITY facilities at no cost to the CITY. CONTRACTOR-provided containers are to be clearly labeled to receive garbage or recyclables. CONTRACTOR agrees to supply all CITY facilities with both trash and recycling service at a frequency approved by the CITY. The capacity of container and frequency of service may change throughout the term of this contract. CONTRACTOR agrees to provide non-compaction containers (frontload dumpsters and wheeled carts) as required and service all CITY facilities at no charge. The CITY reserves the right to add, remove or adjust service locations as needed. Current locations and service levels are below:

City Facility	Address	Type	Schedule
City Hall	1965 S State Road 7	2 Carts	Once weekly
Mary Saunders	4750 SW 21st Street	1-8cy FEL	Once weekly
Mctyre Park	3501 SW 56th Avenue	1-8cy FEL	Twice weekly
Mctyre Park	3501 SW 56th Avenue	2-20 Yard Roll-off	On Call
Police Department	5690 Pembroke Road	1-8cy FEL	Twice weekly

CONTRACTOR shall maintain a list of all CITY facilities serviced including facility name, address, size, type and frequency of container serviced. This list shall be provided to the CITY upon request.

**3.4 DISPOSAL AND PROCESSING LOCATIONS**

**3.4.1 Current Disposal Agreement**

The CITY currently participates in an Interlocal Agreement with Broward County (through July 2, 2028) requiring that all municipal solid waste (processable waste- see 3.4.2 below), yard waste and bulk waste be disposed at the locations listed below:

<b>Bulk Waste</b>	WM Recycling Oakes Road Transfer Station	3250 SW 50th Avenue, Davie, FL 33314
<b>MSW</b>	FCC Environment Services Facility	4400 S. State Road 7, Fort Lauderdale, FL 33314

**3.4.2 Disposal**

Processable Waste: The term "processable waste" shall mean that portion of the solid waste stream which is capable of being processed in a mass burn resource recovery facility, including, but not limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agriculture, commercial and light industrial wastes, commercial waste, leaves and brush, paper

and cardboard, plastics, wood and lumber, rags, carpeting, occasional tires, wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties, and logs, and excluding unprocessable waste and unacceptable waste.

Unprocessable Waste: The term "unprocessable waste" shall mean that portion of the solid waste stream that is predominantly noncombustible and therefore, should not be processed in a mass burn resource recovery system. Unprocessable waste shall include, but not limited to, metal furniture and appliances, concrete rubble, mixed roofing materials, noncombustible building debris, rock, gravel and other earthen materials, equipment, wire and cable, and any item of solid waste exceeding six feet in any one of its dimensions such that a sphere with a diameter of eight inches could be contained within such mass portion, and processable waste (to the extent that it is contained in the normal unprocessable waste stream).

Unacceptable Waste: The term "unacceptable waste" shall mean: (a) Hazardous Waste, (b) Lead Acid Batteries, (c) Nuclear Waste, (d) Radioactive Waste, (e) sewage sludge, (f) explosives, (g) asbestos containing materials, (h) beryllium containing waste, (i) nickel cadmium batteries, (j) mercury containing devices, (k) untreated biomedical waste, (l) biological waste, (m) appliances containing chlorofluorocarbons (CFCs), (n) items of waste that would reasonably be believed to likely pose a threat to health or safety, or (o) the acceptance and disposal of which may cause damage to the Disposal Facility or that are prohibited by state or federal law.

The CONTRACTOR shall pay for all disposal costs for residential garbage, bulk waste and recycling collections. The CONTRACTOR retains rights to the value of all materials collected for rebate/material value purposes.

Each week, the CONTRACTOR shall submit a daily log sheet containing copies of all disposal (dump) tickets to track disposal charges in a format acceptable to the CITY.

The CITY reserves the right to direct the CONTRACTOR to use specific disposal sites located within Broward County during the term of the contract without additional compensation to the CONTRACTOR for hauling.

Should the CITY opt NOT to renew existing agreements for disposal of processable waste, yard waste, recyclables or bulk waste with existing disposal vendors, or the Inter-Local Agreement under which the CITY is currently operating is no longer in effect for any reason, or if the CITY, at its sole discretion, chooses to cease directing volumes from any collection activities, the CITY reserves the right to require CONTRACTOR to procure disposal or processing vendors. The CITY shall approve or deny CONTRACTOR selected vendors at the CITY's sole discretion. Should any disposal vendor be located outside of Broward County, the CITY may reimburse the CONTRACTOR based on the increase in transport cost (documented labor cost and fuel expense increase) as submitted by the CONTRACTOR and approved by the CITY. The CITY reserves the right to rebid or enter into an agreement with a disposal or recycling processing facility and direct any or all volumes to its preferred vendor.

The CITY reserves the right to remove or add commodities from its recycling collections at the CITY's sole discretion. Written notice will be provided to the CONTRACTOR providing 30-day notice of such change. Should the recycling processor add additional material types that are beneficial to the CITY, CITY reserves the right, at its sole discretion, to add that commodity to its collections for processing. CONTRACTOR maintains ownership of all commodities collected.

Weekly, CONTRACTOR shall submit a log sheet containing copies of the recycling load tickets to track tonnages received in a format acceptable to the CITY. Missing tickets must be replaced. CONTRACTOR shall pay all costs associated with duplicate load tickets. After notifying CONTRACTOR to replace missing tickets within five (5) days, the CITY may order duplicates from the processing facility and any costs for the duplicate ticket shall be deducted from the CONTRACTOR's monthly invoice. The CITY reserves the right to add administrative overhead if missing load tickets becomes continuous and repetitive.

Historical Residential and Commercial Disposal Tons are as follows:

<u>Commodity</u>	<u>FY25 Tons</u>
Residential MSW	7,438.26
Residential RCY	759.84
Residential Bulk	2,943.96
Commercial MSW	2,727.35

**3.4.3 Disposal Reconciliation and Rate Structure**

Annually, CITY may perform a disposal reconciliation using prior calendar year tonnages for residential garbage (MSW), residential bulk, residential RCY and commercial garbage (MSW) serviced by CONTRACTOR. Such reconciliation shall be used to develop the disposal generation factor upon which CONTRACTOR bases its charges.

The Residential Curbside Collection Service "Monthly Curbside Unit Disposal Rate" is based on the Disposal Charge per ton and the "Monthly Curbside Unit Residential Waste Generation Factor" set forth below. The disposal component of the rates for Residential Curbside Collection Service shall be adjusted to reflect any changes in the Tipping Fee at the Designated Disposal/Processing Facility. The CONTRACTOR shall provide the CITY with advance notice of any change in the Tipping Fee and the notice shall be provided in a manner that is acceptable to the CITY. The Rate adjustment shall be effective on the date of the change in the Tipping Fee at the Designated Disposal/Processing Facility or the date when the CONTRACTOR gave notice of the Rate adjustment if after the fact. Any approved change in the per ton Disposal Charges, as set forth below, will result in a corresponding change in the appropriate "Monthly Curbside Unit Disposal Rate" based on the following formula:

*New Disposal Charge x Monthly Curbside Unit Residential Waste Generation Factor  
Less: Old Disposal Charge x Monthly Curbside Unit Residential Waste Generation Factor  
Will Equal: Change in the Residential Curbside Collection Service "Monthly Curbside Unit Disposal Rate."*

*Residential Waste Generation Factor (Bulk) = 0.66 tons/year  
Residential Waste Generation Factor (Solid Waste) = 1.68 tons/year  
Residential Waste Generation Factor (Recycling)= 0.17 tons/year*

The monthly Residential Curbside Service Unit rates shall be adjusted based on the change in the Residential Curbside Collection Service "Monthly Curbside Unit Disposal Rate" as calculated above.

**END OF SECTION 3**

## **SECTION 4 - MANAGEMENT AND CONTRACTOR RESPONSIBILITIES**

The CITY takes great pride and is strongly committed to offering a high level of customer service to our residents. The CONTRACTOR is expected and required to offer customers a high level of quality service to guarantee customer satisfaction.

CONTRACTOR will be responsible for the day-to-day operation of the assigned routes. CONTRACTOR shall plan, organize and direct resources to successfully collect solid waste, bulk and recycling including active participation to promote a successful recycling collection program, and ensure a high level of customer satisfaction.

The CONTRACTOR shall cooperate with the CITY in every reasonable way to facilitate the successful completion of the activities contemplated under this Agreement. The Contract Administrator or designee shall have twenty-four (24) hour access to the CONTRACTOR's Division Manager and Route Supervisor via telephone and electronic mail from the CONTRACTOR. Answering machines, pagers, or other devices that do not provide for immediate contact with the CONTRACTOR's Division Manager and Route Supervisor shall not satisfy this requirement.

The CONTRACTOR's Division Manager shall meet with the CITY's Contract Administrator within five (5) business days after receiving a request for a meeting to discuss the CONTRACTOR's performance under this Agreement or other issues of concern to the CITY.

The CONTRACTOR shall work diligently with the CITY to formulate and adopt procedures that will facilitate the CONTRACTOR's performance under this Agreement.

The CITY shall have the right to inspect the CONTRACTOR's facilities and operations at any time to determine whether the CONTRACTOR's performance complies with the requirements of this Agreement. The CONTRACTOR shall make its facilities and operations available for the CITY's inspection and shall cooperate fully.

The CITY shall have the right to take all steps necessary to ensure the Collection of Solid Waste and Recycling and the provision of waste receptacles (carts) in the service area. If the Contract Administrator instructs the CONTRACTOR in writing to perform cart activity or collect solid waste, recycling or bulk waste pursuant to this Agreement and the CONTRACTOR fails to do so within twenty-four (24) hours after the CONTRACTOR receives the Contract Administrator's request, the CITY may perform cart activity or collect such material using its own resources or by using a third-party vendor. The CITY may deduct the cost of cart activity or collecting such material from the CITY's monthly payments to the CONTRACTOR if the CONTRACTOR was obligated under this Agreement to perform these activities.

The CITY shall have the right to take all steps necessary to preserve the aesthetics, safety and integrity of its right of way including streets, alleys, sidewalks and swales. In addition, the CITY wishes to protect the private property owned by the customers serviced under this contract. Should the CONTRACTOR fail to respond to a request in writing from the Contract Administrator to perform cleaning activities (hydraulic spill, leachate spill), repairs, removal of damaged property caused by the CONTRACTOR (mailbox, tree limb, etc.) or other damages within 24 hours after the CONTRACTOR receives the Contract Administrator's request, the CITY may perform necessary activities using its own resources or by using a third-party vendor. The CITY may deduct the cost of these activities from the CITY's monthly payment to the CONTRACTOR if the CONTRACTOR was obligated under this Agreement to perform these activities. If the CONTRACTOR collects the Solid Waste pursuant to the request of the Contract Administrator and it is subsequently determined that the CONTRACTOR was not obligated to do so under this Agreement, the CITY shall pay the reasonable, documented, out-of-pocket costs incurred by the CONTRACTOR for such services.

#### **4.0.1 Resources**

CONTRACTOR shall furnish and supply sufficient resources to complete the scheduled route on the designated route day and within the time period specified for daily operations. There shall be no next day return trips to complete the daily route excluding occasional emergencies as approved by the CITY.

#### **4.0.2 Customer Service**

CONTRACTOR shall maintain a customer service center or dispatch office to receive customer requests from the CITY, Contract Administrator and customers to effectively handle service-related requests and concerns. Hours and days of operation shall be listed in the customer service plan. A computer system shall be used to track and record service requests, customer complaints and to provide information to the CITY upon request. See Sections 4.0.8 and 4.0.9 below.

#### **4.0.3 Route Supervisor**

CONTRACTOR shall assign a minimum of one (1) permanent full-time Route Supervisor who supports the CITY of West Park. An Alternate Route Supervisor should also be trained and familiar with West Park's plan of operation in order to function as a replacement when the permanent Route Supervisor is absent. CITY shall be informed of such absence as soon as possible but no later than the start of the scheduled work shift. CONTRACTOR's Operations Manager or General Manager (or equivalent) cannot fulfill the requirement by acting as a Route Supervisor. CONTRACTOR shall schedule Route Supervisor to be in-service Monday-Saturday (unless otherwise approved by CITY in writing) to respond to collection related issues immediately via two-way communications from the CITY's Contract Administrator. Route Supervisor may be required to participate in special events as determined by CITY. Route Supervisor shall be equipped with a laptop computer, tablet or other handheld data device to receive and respond to service requests from the CITY. Route Supervisor shall be in company uniform and carry company identification credentials. Route Supervisor shall have a cellular telephone to immediately return phone calls directly to customers and the CITY.

CONTRACTOR shall provide the CITY with the Route Supervisor's cellular phone number(s) so contact can be made directly when required. Route Supervisor shall utilize an identifiable company vehicle to respond and meet with customers to resolve service complaints.

- a) Route Supervisor must be directly responsible for drivers and routes and shall not be an "internal" supervisor providing only administrative support.
- b) Route Supervisor will be required to participate in asset protection by ensuring all carts are out of the street, lids closed and are being properly used by customers.
- c) Route Supervisor shall report lost or damaged carts that need repair or replacement and assist customers by distributing and explaining program information.
- d) Route Supervisor may be required to conduct route audits to verify number of carts per billing account.
- e) Route Supervisor shall have strong public relations skills, be able to effectively deal with angry or difficult individuals, be able to successfully solve problems while protecting the CITY's interest, be highly motivated and dependable with the ability to establish positive relationships with CITY staff and the general public.
- f) Route Supervisor will also be required to attend meetings with CITY staff to discuss and evaluate service, solve performance related issues, provide input, and share information to ensure delivery of quality service.
- g) Route Supervisor may be required to attend public meetings or functions with CITY Staff members, to explain or promote program services.
- h) Route Supervisor shall not collect money, accept gratuities including cash, goods or services, scavenge materials or conduct any business outside of this contract while performing under this contract.
- i) Route Supervisors may be required to perform other duties as requested.

CITY shall be provided the resume of all Route Supervisors to perform under this contract and reserves the right to approve or disallow any Route Supervisor from providing service under this contract at its sole discretion. Any replacement or new Route Supervisors added during the term of this contract are subject to the written approval of the CITY's Contract Administrator.

#### **4.0.4 Incident Reporting**

Within one (1) hour of any of the following occurrences, CONTRACTOR shall notify the

Contract Administrator or designee of any accidents involving the CONTRACTOR's employees, vehicles, or equipment that occur while the CONTRACTOR is performing services under this agreement and

- (a) result in personal injuries or damage to public or private property or
- (b) require notification to a regulatory agency under Applicable Laws.

In all such cases, notice shall be provided via electronic mail within six (6) hours of the accident. Upon request, a more complete written report shall be provided to the Contract Administrator within one (1) operating day of the request. If any issues are unresolved at that time, a subsequent report shall be provided to the Contract Administrator or designee within two (2) operating days following the ultimate disposition of the case. The initial notice and subsequent written reports shall include the date and time of the event, a description of the event, an estimate of the damages and injuries (if any) caused by the event, and a description of how the event and any associated damages and injuries were handled or will be handled.

#### **4.0.5 Operation Supervisor(s)**

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

#### **4.0.6 Employees**

Collection employees shall be identifiable by wearing a uniform or shirt bearing the company's name during collection operations. Employees shall treat all customers in a polite and courteous manner. Employees shall treat all mechanical containers, rolloff containers and carts with due care. Employees shall not solicit, accept or encourage tips, gratuities, gifts or anything of value including promises to return after hours to perform services or accept any payments whatsoever on behalf of the CITY while performing duties under this contract. Scavenging shall not be permitted. Any employee or SUBCONTRACTOR of the CONTRACTOR who misconducts himself or is incompetent or negligent in the due and proper performance of his duties under this contract, or is disorderly, dishonest, under the influence or grossly discourteous shall be discharged or disciplined by the CONTRACTOR. The CITY reserves the right to ask for the removal of any employee who engages in such behaviors from service under this contract. CITY reserves the right to request a current employee roster at any time.

#### **4.0.7 Hiring of City Residents and Qualified Personnel**

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

#### **4.08 Contractor's Local Office**

The CONTRACTOR shall maintain a customer service and operational yard in Broward County.

Remote customer service operations must be disclosed and is subject to CITY approval. The CONTRACTOR's customer service operations shall be open for business at least from 8:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. (noon) on Saturdays.

CONTRACTOR's office shall be equipped with sufficient personnel and equipment to document and timely respond to all inquiries, issues, and complaints raised by the CITY or customers. A responsible, experienced person shall be present and in charge of the office during all business hours. The CONTRACTOR's office staff shall be familiar with the CITY and the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall have extra staff working in the CONTRACTOR's office on the Commencement Date and as long as necessary thereafter to ensure the CONTRACTOR's compliance with the requirements of this Agreement.

The CONTRACTOR have a local telephone number for calls from Customers in the CITY. The CONTRACTOR's telephone number shall be listed on the CONTRACTOR's webpage, the CONTRACTOR's invoices to Commercial and Rolloff Customers, and any notices provided by the CONTRACTOR.

- a) The CONTRACTOR's telephone system shall have the capacity to receive multiple telephone calls simultaneously.
- b) All calls concerning complaints shall be answered by a person located in the CONTRACTOR's office in Broward County or an alternative location acceptable to the CITY.
- c) CONTRACTOR shall use an answering machine or answering service to receive and record messages when the office is closed or the CONTRACTOR is receiving more calls than its staff can answer. The answering machine or service shall give Customers the telephone number that the Customers may use to report an emergency.
- d) The CONTRACTOR shall establish a process for receiving and handling emergency calls, both during and after normal operating hours. The CONTRACTOR's process shall ensure that a Customer receives an immediate response after reporting an emergency. Such process shall be subject to the CITY's approval. An "emergency" means an accident, event, or condition that requires immediate action because it has caused an injury or poses an immediate threat of injury to human health, the public welfare, or the environment. An emergency does not include Missed Collections.
- e) CONTRACTOR shall ensure persons answering the telephones for the CONTRACTOR are fluent in English or Spanish. Creole speaking agents also preferred.
- f) At all times the CONTRACTOR must have a sufficient number of English-speaking employees and a sufficient number of Spanish-speaking employees in its local office or call center to respond promptly to all telephone calls from Customers, regardless of whether the Customer speaks English or Spanish.
- g) All of the messages on the CONTRACTOR's answering machines must be provided in English and Spanish.
- h) The CONTRACTOR's office shall be equipped with cellular telephones, computers, and other communication systems that can be used to promptly contact the Contract Administrator, the CONTRACTOR's Operations Manager, and the CONTRACTOR's Route Supervisor via telephone calls and electronic mail (e-mail).

#### **4.09 Contractor Complaints and Requests for Service**

The CONTRACTOR shall establish a real-time, web-based system for tracking complaints. The CONTRACTOR shall enter all complaints into the CONTRACTOR's electronic tracking system within one hour after the CONTRACTOR receives the complaint; however, if complaints are received when the CONTRACTOR's local office is closed, the complaint shall be entered into the electronic tracking system within two (2) hours after the office reopens on the next Operating Day. The CONTRACTOR's system shall be designed to provide immediate notice to the CITY when a complaint is entered into the CONTRACTOR's tracking system. The CONTRACTOR shall configure the system in a manner that allows the CITY to (a) access the system and monitor the complaints from the CONTRACTOR's computers; (b) identify the locations of the Customer complaints in real time on a street map; and (c) compare current and historical complaints, by type of complaint and by location. The CITY shall be provided the ability to monitor the status of complaints at all times. The format of the information collected in the electronic tracking system shall be subject to the CITY's approval. With the CITY's approval, the electronic tracking system may be used as the CONTRACTOR's complaint log. The tracking system shall be fully operational no later than 60 days following the start of this contract.

The CONTRACTOR shall establish a real-time, web-based system for receiving and tracking a Customer's request for service. The CONTRACTOR's web-based system shall be designed to enable the CITY and Customers to easily submit requests for service and receive prompt responses from the CITY via electronic mail. The web-based system shall be available to all Customers and the CITY. The CONTRACTOR shall closely monitor such requests and shall provide initial responses no later than 4 hours or 9am the following business day if received after 4pm after receiving a request from a Customer or the CITY. The CONTRACTOR's system shall provide immediate notice to the CITY when a Customer submits a request to the CONTRACTOR. The CONTRACTOR's system also shall be configured to allow the CITY to monitor the status of Customer requests at all times. This tracking system shall be fully operational no later than 60 days following the start of this contract for Commercial Customers, Rolloff Customers and Residential Customers, respectively.

The CONTRACTOR shall work with the CITY to establish links from the CITY's website to the CONTRACTOR's web-based systems for tracking complaints and requests for service.

The CONTRACTOR shall attempt to make its website and web-based systems easy to use for both English-speaking and Spanish-speaking Customers. Creole web-based systems are also preferred. To the extent practicable, the CONTRACTOR shall design its web-based systems to allow Customers to submit complaints and requests for services in English, Creole or Spanish.

- a) Complaints, missed pick-ups or service requests received by the CONTRACTOR before 4:00 PM each day shall be serviced before 6:00 pm that evening. If not serviced within this timeline, it will be recorded as a missed pick-up.
- b) Complaints, missed pick-ups or service requests received by the CONTRACTOR after 4:00 pm shall be serviced before 12:00 pm (noon) the following calendar day. If not recovered within the timeline, it will be recorded as an additional missed pick-up.

- c) Any service inquiries not responded to by the CONTRACTOR will be converted to a missed pick-up 24-hours after the inquiry is logged and will be considered incomplete.
- d) Any request for service not completed within the recovery windows above will result in additional missed pick-ups until service is rendered.
- e) Any customer reporting no service after 7pm on the service day will be recorded as a missed pick-up.
- f) All service requests and correspondence from the CITY received before 5pm Monday through Saturday shall be acknowledged by the CONTRACTOR within 4 hours of being sent. Correspondence sent after 5pm or on Sunday shall be acknowledged no later than 9am the following business day.

#### **4.10 EQUIPMENT**

While it is the CITY's desire to have new equipment for this contract, it recognizes that existing equipment may be in proper working order and available for use.

CONTRACTOR shall have all equipment necessary to provide all services under this contract. This may include, but not be limited to:

- Rearloaders (standard and mini or "pup" sized)
- Sideloaders
- Commercial front-end loaders
- Rolloffs
- Box Trucks
- Clam Trucks
- Pick-up Trucks (with or without dumper mount)
- Container delivery trucks (flatbed and container delivery units)

Residential frontload trucks (i.e. Curotto-Can®) shall not be used under this contract without the CITY's express written permission.

- a) The CONTRACTOR's name, local telephone number and truck number shall be properly displayed and visible on all collection vehicles. Truck numbers shall be visible from all four sides of the vehicle to allow easy identification and shall be clear to read and of such size (minimum of 4") and color that they are readily visible.
- b) Collection vehicles shall also display a sign on both sides of the vehicle body (left and right) no less than 36" by 24" identifying the material being collected. The design will be approved by the CITY and the sign supplied by the CONTRACTOR.

- c) No advertising shall be permitted on vehicles except for vehicle manufacturer, alternative fuel provider (as applicable) or parent company names and logos.
- d) All vehicles used to provide collection services under this contract shall be equipped with D.O.T. required safety equipment including a fire extinguisher and an audible back-up alarm. Collection vehicles shall be watertight to a depth of eighteen (18) inches minimum, with solid sides to prevent discharge of accumulated water during load and transport operations. CONTRACTOR shall provide sufficient equipment, in proper working condition, so regular schedules and routes of collection can be maintained. All vehicles and equipment shall be maintained on a regular schedule and be in proper working condition at all times. Any vehicle found to be leaking, unsafe or not in proper working condition shall be removed immediately from use and replaced until which time appropriate repairs can be made. The CITY reserves the right to request the removal of any vehicle found to be non-compliant, leaking, unsafe or not in proper working condition at its sole discretion. CONTRACTOR shall make a formal request to CITY for reconsideration once deficiency has been addressed- CITY shall offer approval within 2 business days of request and shall not withhold such approval unreasonably. CITY reserves the right to inspect vehicle prior to offering approval.
- e) Vehicles used for collection services under this contract shall be compacting bodies (excluding box trucks and bulk waste trucks) unless otherwise specified in the operational plan submitted. All vehicles shall be completely covered and loaded such that all collected garbage and yard waste are contained and cannot be scattered. Any material that is scattered by the CONTRACTOR's vehicle for any reason shall be picked up immediately. Each vehicle shall be equipped with a pitchfork, shovel and broom for this purpose. CONTRACTOR's vehicles may not interfere unduly with vehicular or pedestrian traffic and shall not be left standing on streets unattended except as is necessary during the loading process.
- f) All vehicles shall be equipped with GPS and Surveillance Systems unless otherwise approved by the CITY's Contract Administrator. **CONTRACTOR should include their GPS/Surveillance system information in their transition plan including illustrations depicting the live reporting functions, system capabilities and reports.** The GPS and Surveillance Systems shall be installed and maintained at the CONTRACTOR's sole expense.
- g) CITY reserves the right to request data reports including route hours, route pattern, speed on route and other productivity or service-related information as available including video or photographs as needed.

- h) All CONTRACTOR vehicles shall be well maintained and clean in appearance.
- i) CONTRACTOR shall provide the CITY Contract Administrator or designee, including other authorized CITY staff and elected officials, reasonable access to CONTRACTOR's facility and equipment when provided written notice at any reasonable time and place.
- j) It shall be the sole responsibility of the CONTRACTOR to provide at no cost to the CITY all essential facilities for storage and maintenance of equipment necessary to perform services required under this contract.

#### **4.11 CONTRACTOR'S SAFETY PROGRAM**

- a) The CONTRACTOR shall develop, implement and maintain a written safety plan for all of its operations under this Agreement. The safety plan shall comply with all OSHA requirements and other Applicable Laws. A written copy and an electronic copy of the safety plan shall be provided to the CITY for informational purposes. The CITY's receipt of the safety plan shall not constitute the CITY's approval of the plan or the CITY's acquiescence concerning the appropriateness of such plan. The CONTRACTOR shall comply with its safety plan at all times.
- b) The CONTRACTOR shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance.
- c) The CONTRACTOR shall provide routine safety training to all of its employees, in compliance with OSHA requirements and all Applicable Laws. Refresher courses and supplemental training shall be provided as necessary. Documentation of the CONTRACTOR's training programs, and the successful training of each employee, shall be maintained on file and shall be provided to the CITY upon request.
- d) The CONTRACTOR shall follow all OSHA regulations and Applicable Laws regarding personal protective equipment.
- e) The CONTRACTOR's employees shall be trained and instructed to drive in a safe, defensive manner. Among other things, the drivers of the CONTRACTOR's Collection vehicles shall be instructed that they shall not "text" or talk on their telephones while they are driving a Collection vehicle that is moving.
- f) The CONTRACTOR's safety plan shall include a written procedure for the immediate removal to a hospital or a doctor's care of any employee or other Person that is injured and requires medical assistance.
- g) The CONTRACTOR shall regularly update its safety plan to reflect any changes in the CONTRACTOR's operations.

#### **4.12 Use of Subcontractors**

If the CONTRACTOR proposes using subcontractors during this contract to provide services to

the CITY, this information shall be subject to review, acceptance, and approval of the CITY, prior to subcontractor being engaged. The CITY reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require CONTRACTOR to replace subcontractor with one that meets CITY approval.

CONTRACTOR shall ensure that all of CONTRACTOR's subcontractors perform in accordance with the terms and conditions of this Contract. CONTRACTOR shall be fully responsible for all of CONTRACTOR's subcontractors' performance, and liable for any of CONTRACTOR's subcontractors' non-performance and all of CONTRACTOR's subcontractors' acts and omissions. CONTRACTOR shall defend, at CONTRACTOR's expense, counsel being subject to the CITY's approval or disapproval, and indemnify and hold harmless the CITY and the CITY's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any CONTRACTOR's subcontractors for payment for work performed for the CITY.

CONTRACTOR shall require all its subcontractors to provide the required insurance coverage (See Section 6.4 (n)) as well as any other coverage that the CITY may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the CONTRACTOR.

#### **4.13 PROPERTY DAMAGE**

The CONTRACTOR shall conduct the work in such a manner as to avoid damage to any utilities, private property and public property. CONTRACTOR shall be responsible for all costs associated with repair and replacement of any damages incurred through their operations, and at no additional cost to the CITY or property owner. Any damages shall be immediately reported to the CITY's Contract Administrator. Contract Administrator may request copy of police incident report from CONTRACTOR. Any such damage must be resolved within a period of three (3) business days.

#### **4.14 Damages to Private Property**

CONTRACTOR assumes liability for damages to private property including but not limited to fences, awnings, trees, turf or sod, during the collection of trash or garbage. CONTRACTOR will promptly contact the CITY reporting any damage to private property and will restore, at the CONTRACTOR'S expense, to a condition at least equal to which existed immediately prior to infliction of damage within a reasonable period of time. The CONTRACTOR shall provide a written report to the CITY's Contract Administrator immediately after the repairs have been completed including before and after photographs of damages and repairs.

#### **4.15 Damages to City Property**

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

immediately prior to infliction of damage.

#### **4.16 Administrative Charges**

The CITY wants to ensure that its collection programs remain focused on a high level of customer service to its residents and customers. Should the CONTRACTOR fail to perform in accordance with the provisions herein and/or refuses to pay administrative charges upon receipt of invoice from CITY, CITY shall, in addition to the amounts provided below, be entitled to claim against the CONTRACTOR or the Payment and Performance Bond of the CONTRACTOR. CITY reserves the right to deduct such charges from CONTRACTOR's payment if payment is not received within 60 days of issuance of CITY's invoice for such charges.

- a) Missed pick-up complaints as per below
  - a. MSW (garbage) \$100.00 per complaint over 10 complaints per week
  - b. Recycling \$100.00 per complaint over 10 complaints per week
  - c. Bulk \$100.00 per complaint over 15 complaints per week
- b) Spilled materials following service resulting in customer complaint - \$100.00 each complaint
- c) Commingling waste streams (servicing RCY waste carts with MSW carts, etc.) while on route - \$2,500 penalty per occurrence
- d) Failure to maintain scheduled route start and end times- \$500 per violation
- e) Failure to complete cart request within 3 business days- \$25 per violation per day
- f) Failure to respond to report of hydraulic, oil or liquid/material spill from cart or truck within 4 hours with a supervisor on site when received by 4pm or by 9am the following morning when received after 4 pm - \$200 per occurrence
- g) Failure to begin cleaning activities resulting from a hydraulic, oil or liquid/material spill from cart or truck within 6 hours of validated spill - \$200 per occurrence
- h) Failure to respond to report of property damage within 4 hours with a supervisor on site when received by 4pm or by 9am the following morning when received after 4pm - \$200 per occurrence
- i) Failure to complete routes for the day (excludes validated CONTRACTOR-reported road closures due to construction, special events, public safety, incident, etc.)- \$1,000 first operating day; \$5,000 for second day; \$10,000 for third day and each day beyond

CONTRACTOR may appeal the imposition of administrative charges by incident by notifying the CITY in writing of its intent to do so within ten (10) calendar days of receipt of administrative charges from the CITY Administration. Such appeals will be considered by the Contract Administrator and resolved based on available evidence. CITY Administration reserves the right to impose or waive administrative charges at its sole discretion.

#### **4.17 Report Timeline and Formatting**

The required monthly reports shall be filed not later than ten (10) calendar days after the last day of the preceding month unless otherwise approved by the CITY. The final report format will be approved by the Contract Administrator or designee. The CITY reserves the right to modify the report format and require more or different information throughout the term of the contract.

#### **4.18 Monthly Tonnage Reports & Weight Tickets**

Before disposal, all garbage collected from waste generators in the CITY will be weighed and recorded. The CONTRACTOR shall keep accurate records of tonnage of waste handled and shall provide a monthly report to the CITY's Contract Administrator no later than the 10<sup>th</sup> of the month following the end of the month for which the data was collected.

The monthly tonnage report shall be in a format acceptable to the CITY and at a minimum be broken down by:

- a) MSW loads for residential service units
- b) RCY loads for residential service units
- c) BULK loads for residential service units
- d) COMM loads for commercial service units
- e) ROLLOFF loads for permanent rolloff service units

The CONTRACTOR will maintain, for a period of seven (7) years, copies of weight tickets that are to be made available for CITY inspection.

#### **4.19 Complaints and Resolutions**

The CONTRACTOR is expected to maintain a log for all complaints and the actual or planned resolution. These complaints should be listed by type of complaint (Missed Pick-up, Hydraulic Spill, etc.) and provided in a format acceptable to the CITY.

The CONTRACTOR shall submit a monthly report including a summary of all complaints received and resolutions of such during the reporting period. The report format is to be approved by the CITY's Contract Administrator prior to the award of the contract.

#### **4.20 Collection Locations, Service Levels and Frequency- Commercial and Rolloff**

Reports should include, but not be limited to:

- Customer name and service location information including phone number and email contact
- Container size, frequency of service
- Any and all charges for service including but not limited to Rollout, Lock Fee, Casters and Extra Service charges

Such reports shall be in a format acceptable to the Contract Administrator and may be adjusted as needed from time to time.

**4.21 ADMINISTRATIVE FEE -\$75,000**

CONTRACTOR shall be required to pay the CITY an annual contract administration fee of \$75,000 dollars for the first year, increasing 3% annually with the anniversary of the contract, to provide municipal oversight and management for the term of this contract. CONTRACTOR will pay this annual amount within 90 days of the start date of the contract and every subsequent year thereafter within 90 days of the anniversary date of the contract.

**4.22 FRANCHISE FEE - 20%**

The CONTRACTOR shall be responsible for the collection and disposal of all wastes under this contract in accordance with the license to perform such services in the CITY.

CONTRACTOR will supply a copy of all required licenses and on an annual basis thereafter or upon request so the CITY can track and monitor CONTRACTOR's compliance.

Franchise fees shall be paid to the CITY for residential services including single family, multi-family under 10 units and mixed-use with residential. Such fees shall be paid monthly by CONTRACTOR to CITY as defined in Forms 16 and 17. CITY may adjust residential franchise fees at its sole discretion with 60-days written notice to CONTRACTOR. Such adjustments shall be reflected as a line-item reduction or increase to CITY and may be reflected in an adjustment to the CONTRACTOR'S invoicing. Such adjustments shall be a pass through for CONTRACTOR and their invoicing to CITY shall reflect such changes.

All Franchise Fees are due from CONTRACTOR to the CITY no later than the 20<sup>th</sup> of the calendar month following the billing cycle. (Example: Franchise Fee for services July 1<sup>st</sup> through July 31<sup>st</sup> due to CITY by August 20<sup>th</sup>)

CONTRACTOR shall provide CITY report demonstrating gross invoicing in a form acceptable to the CITY each month before or concurrent with the franchise fee payment.

The CITY's Franchise Fee applies to this contract and shall be established as 20% of gross billed including disposal for Commercial MSW, temporary and permanent rolloff including compactor services. CONTRACTOR may bill franchise fee as a line item on their invoicing against gross invoice, excluding compactor rental revenues. The CITY will calculate Franchise

Fees owed and payable by the CONTRACTOR as 20% of the total invoice amount billed to the commercial, temporary and permanent rolloff customers. Example below:

*MSW Cost per month for Commercial Customer: Hauling: \$548.70 + Disposal \$215.69= \$764.39*  
*Franchise Fee Due to CITY: \$764.39 x 0.20 = \$152.88*

The CITY reserves the right to adjust the Franchise Fee charged, either by increase or decrease, at its sole discretion. The CITY's Contract Administrator or designee will provide the CONTRACTOR written notice a minimum of 60 days before such a change. CONTRACTOR shall adjust its pricing in accordance to such change. Examples below:

**DECREASE from 12% to 10%**

*Price as Calculated Above with 10% Franchise Fee*

*MSW Cost per month for Commercial Customer: \$548.70 + Disposal \$215.69= \$764.39*  
*Franchise Fee Due to CITY: \$764.39 x .10= \$76.44*

**INCREASE from 12% to 14%**

*Price as Calculated Above with 14% Franchise Fee:*

*MSW Cost per month for Commercial Customer: \$548.70 + Disposal \$215.69= \$764.39*  
*Franchise Fee Due to CITY: \$764.39 x .14= \$107.01*

**4.23 POST CONTRACTUAL OBLIGATIONS**

In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the CONTRACTOR shall continue to coordinate and work with the CITY during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, not to exceed twelve (12) months until the CITY establishes a new contract for services.

**4.24 DISCLAIMER**

The CITY has, to the best of its knowledge, represented information and data that are current and applicable to this project. The CITY neither guarantees nor warranties that the information contained herein or referenced documents is accurate and complete. The CITY is not and will not be liable for omissions or errors contained in this scope. It is the CONTRACTOR's responsibility to use this information and verify the same.

**4.25 OPTIONAL BENEFITS OR SERVICES**

CONTRACTOR may offer optional benefits or services to the CITY to be included in the contract that are not listed in this document.

**END OF SECTION 4**

## SECTION 5 - TERMS AND CONDITIONS

### 5.1 RFP Documents

These RFP documents constitute the complete set of proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided in Section 4 of this RFP. Proposals not submitted on the prescribed proposal forms shall be rejected. By submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exception to the terms and conditions shall be allowed. Submittal of a response to this RFP constitutes a binding offer by the Proposer.

### 5.2 Mistakes

Proposers shall examine the RFP documents, Agreement, proposal forms and all other instructions provided herein. FAILURE TO DO SO WILL BE AT THE PROPOSER'S RISK. In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly. In the event of addition error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

### 5.3 Taxes

The CITY holds a State of Florida Sales Tax Exemption Certificate. All sales shall be made directly to the CITY are exempt provided that the CITY makes payments directly to the dealer. Otherwise, the CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by the CONTRACTOR in accordance with the laws and regulations of the State of Florida which are applicable during the performance of the work. The CITY encourages CONTRACTOR to work together with the CITY to utilize, where practicable, the CITY's Sales Tax Exemption Certificate when beneficial to the CITY.

#### **5.4 Additional Terms and Conditions**

No additional terms and conditions included with the RFP proposal shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP.

#### **5.5 Interpretations And Inquires**

All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies or questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, and received by the CITY no later than 5:00 p.m., local time on April 24, 2026. Written inquiries should be emailed to:

Alexandra Grant, CITY Clerk

[agrant@Cityofwestpark.org](mailto:agrant@Cityofwestpark.org)

Submission of a proposal will serve as prima facie evidence that the Proposer has examined the Agreement and the Service Area and is fully aware of all conditions affecting the provision of Collection services.

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents will be made in the form of a written addendum to the RFP document and will be furnished by the CITY to all Proposers who attend the non-mandatory pre-proposal conference. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the Proposers by the CITY may be relied upon.

**5.6 Verbal Agreements**

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the CITY or the CONTRACTOR.

**5.7 No Contingent Fees**

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee, agent, consultant or lobbyist working solely for the CONTRACTOR, to solicit or secure the awarding of this RFP and resulting Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee, agent, consultant or lobbyist working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this RFP or making of the Agreement. Violation of this provision shall result in the Proposer's Proposal Security, as set forth in Section 6.4 (m) of this RFP, being forfeited to the CITY as liquidated damages, not as a penalty. The CITY also reserves the right to pursue any other remedies or actions available to it to respond to such violation.

**5.8 Independence**

The Proposer shall list and describe any relationships - professional, financial or otherwise - that it may have with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this

RFP. Additionally, the Proposer shall give the CITY written notice of any other relationships – professional, financial or otherwise – that it enters with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Agreement.

#### **5.9 Disqualification Of Proposers**

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal for the same work will be cause for rejection of all proposals in which such Proposers are believed to be involved.

#### **5.10 Assignment; Non-Transferability of Proposal**

Proposals shall not be assigned or transferred without the express written consent of the CITY Manager. A Proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the proposal process, through to and including awarding of the franchise and execution of an Agreement, is subject to having its proposal disqualified as a result of such transaction. The CITY Manager shall determine whether a proposal is to be disqualified in such instances. If, at any time during the proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, Proposer shall immediately disclose such information to CITY. Failure to do so may result in the proposal being disqualified, at the CITY's sole discretion.

#### **5.11 Legal Requirements**

Proposers are required to comply with all provisions of Federal, State, County and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of the Proposer shall in

no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

**5.12 Familiarity With Laws and Ordinances**

The submission of a proposal on the services requested herein shall be considered as a representation that the Proposer is familiar with all Federal, State and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, he shall report it to the CITY in writing without delay.

**5.13 Advertising**

In submitting a Proposal, Proposer agrees not to use the results therefrom as a part of any Advertising or Proposer sponsored publicity without the express written approval of the CITY.

**5.14 Executed Agreement**

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Agreement between the CITY and the successful Proposer(s). The order of precedence will be the Agreement, the RFP Documents, the Proposer's response and general law. Any and all legal action necessary to interpret or enforce the Agreement will be governed by the laws of Florida. The venue shall be Broward County, Florida.

**5.15 Facilities**

The CITY reserves the right to inspect each Proposer's facilities at any reasonable time, during normal working hours, without prior notice to

determine that the Proposer has a bona fide place of business and is a responsible Proposer.

#### **5.16 Withdrawal or Revision of Proposal Prior to and After Opening**

A Proposer shall not withdraw, modify or correct a proposal after it has been deposited with the CITY. The withdrawal, modification or correction of a proposal after it has been deposited with the CITY shall constitute a breach by the Proposer. In the event a Proposer withdraws, modifies or corrects a proposal, the CITY shall retain the proposal security (cash bond) for the Proposer's breach. All proposal prices shall be guaranteed firm for a minimum of one-hundred eighty (180) calendar days after the submission of the proposal. No Proposer may withdraw its proposal within one-hundred eighty (180) calendar days after the proposal opening date.

#### **5.17 City's Exclusive Rights**

The CITY reserves the exclusive rights to:

- 5.17.1 Waive any deficiency or irregularity in the selection process;
- 5.17.2 Accept or reject any or all qualifications statements in part or in whole;
- 5.17.3 Request additional information as appropriate; and,
- 5.17.4 Reject any or all submittals if found by the CITY Administrator not to be in the best interest of the CITY.

By submitting a proposal for the services, all Proposers acknowledge and agree that no enforceable Agreement arises until the CITY signs the Agreement, that no action shall lie to require the CITY to sign such Agreement at any time, and that each Proposer waives all claims to damages, lost profits, costs, expenses, reasonable attorney's fees, etc., as a result of the CITY not signing such Agreement.

#### **5.18 Addenda**

The CITY reserves the right to issue addenda. Each Proposer shall acknowledge receipt of such addenda on Form 10 of the Qualification Package. In the event

any Proposer fails to acknowledge receipt of such addenda, his/her proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the proposal with the CITY.

**5.19 Examination of the Site of the Work**

By the submission of a proposal to do the work, the Proposer certifies that a careful examination of the Service Area and all RFP documents has taken place, and that the Proposer is fully informed concerning the requirements of the RFP documents, the physical conditions to be encountered in the work, the quality, and quantity of service to be performed, and of materials and equipment to be furnished. The Proposer will not be entitled to additional compensation upon subsequently finding that conditions require methods or equipment other than that anticipated in making the proposal. Negligence or inattention of the Proposer in determining conditions of the Agreement prior to submitting the proposal, or in any phase of the performance of the work, shall be grounds for refusal by the CITY to agree to additional compensation for additional work caused by such negligence or inattention.

**5.20 Adjustment/Changes/Deviations**

No adjustments, changes or deviations to the RFP will be accepted unless the conditions or specifications of the RFP expressly provide for such.

**5.21 Governmental Restriction**

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered on the Proposal prior to delivery, it shall be the responsibility of the Proposer to immediately notify the CITY. The CITY reserves the right to issue an addendum or to cancel the RFP at no expense to the CITY.

## **5.22 Public Records**

Upon award recommendation or ten (10) days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become a “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The CITY reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

## **5.23 Subcontracting**

The CITY may allow for the use of Subcontractors in as specified in the RFP. See Section 4.12)

## **5.24 Public Entities Crime**

A person or affiliate as defined in §287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a bid on an Agreement to provide any goods or services to the CITY and may not transact business with the CITY in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFP, Proposer certifies that it is qualified under §287.133, Florida Statutes, to provide the services set forth in this Agreement for Solid Waste Collection and Disposal Services.

**5.25 Non-Collusion Affidavit**

The Proposer shall include the Non-Collusion Affidavit as set forth in Form 8 of Section 7 of this RFP. Proposer's failure to include the affidavit shall result in disqualification.

**5.26 Understanding RFP Documents**

By submitting a Proposal, the Proposer acknowledges that it has read and understands the RFP, and fully and voluntarily accepts all of the terms and conditions set forth in the RFP.

**END OF SECTION 5**

## SECTION 6 – RFP PROCESS AND REQUIREMENTS

### 6.1 Non-Mandatory Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held on **Friday, April 24, 2026**, at **11:00** a.m., local time, at City Hall, 1965 South State Road 7, West Park, Florida 33023.

At the pre-proposal conference, representatives of the CITY will be available to answer questions and explain the intent of this RFP. To the extent possible the CITY will also consider other questions or concerns that may be raised at that time. After the pre-proposal conference, the CITY may prepare written documentation to answer questions which were addressed at the pre-proposal conference which relate to interpretation of, or changes to, the RFP documents which the CITY deems appropriate for clarification.

### 6.2 Submittal, Receipt and Opening of Proposals

All proposals shall be submitted on or **before 3:00 p.m.**, local time on Monday, May 4, 2026 to:

Attn: City Clerk  
City of West Park  
1965 South State Road 7  
West Park, Florida 33023  
BID# 2026-0504

All Proposers are reminded that it is the sole responsibility of the Proposer to ensure that their proposal is time stamped in the Office of the City Clerk prior to **3:00 p.m.**, local time on **May 4, 2026**. Failure of a Proposer to submit their proposal and ensure that their proposal is time stamped prior to the time stated above shall render a Proposer to be deemed non-responsive and the proposal shall not be considered for award. Proposals submitted and stamped on or before **3:00 p.m.**, local time on **May 4, 2026**, shall be opened publicly in accordance with Section 6.4.

### 6.3 Preparation of Proposals

No Proposer shall take exception to the specifications herein. Proposals taking exception to the specifications may be rejected as non-responsive.

**Number of Proposals** – Ten (10) complete copies of the proposal, and one (1) original proposal, are required to be submitted to the CITY by the date and time indicated above. A PDF version of the proposal on a formatted USB shall also be provided. Each copy should contain all mandatory and optional information

submitted by the Proposer. Additional copies may be requested by the CITY at its discretion.

**Proposal Packaging** – Each proposal shall be submitted in a plain sealed parcel, box, or other secure packaging. The outside of each sealed package must clearly indicate the submitting RFP No. 2026-0504, “**Solid Waste Collection and Disposal Services**”, Proposer's name, address and the name and telephone number of the Proposer’s specific contact person.

**Signatures** – All required signatures must be manual, in ink of an authorized representative who has the legal authority to bind the proposer in contractual obligations. The proposal must be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces must be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by Proposer to any part of the proposal document must be initialed in ink. Failure to manually sign the appropriate proposal forms will disqualify the Proposer and the proposal will not be considered.

Proposals by corporations must be executed in the corporate name by the President or Vice-President (or other corporate or LLC officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate or LLC address and state of incorporation shall be shown below the signature.

**Proposals by partnerships must be executed in the partnership name and signed by a partner. His/her title must appear under his/her signature and the official address of the partnership must be shown below the signature.**

**Proposal Format** – The proposal shall be typewritten on both sides of 8 ½ x 11-inch white paper. Pages shall be secured by staple, Cerlox or coiled binding or similar closure. Proposals shall be organized in chapters according to Table 6.3.1. Chapters shall be separated by a tab indicating the chapter number. **All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter “a” “b” “c” etc. If a form is provided and additional forms are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter “a” “b” “c” etc.**

**Responses must be complete and unequivocal. In instances where a response is not**

required, or is not applicable or material to the proposal, a response such as “no response required” or “not applicable” is acceptable.

**Table 6.3.1 - Proposal Format**

<b>Qualification and Cost Package</b>	
Chapter 1	Letter of Intent
Chapter 2	Proposer’s Statement of Organization
Chapter 3	Staffing and Organizational Structure
Chapter 4	Experience
Chapter 5	Available Resources
Chapter 6	Financial Stability
Chapter 7	Financial Statement
Chapter 8	Transition Plan
Chapter 9	Customer Service Plan
Chapter 10	Corporate Goodwill
Chapter 11	Litigation History
Chapter 12	Bonding Company Commitment
Chapter 13	Proposal Security (Cash Bond)
Chapter 14	Insurance Requirement
Chapter 15	Cone of Silence Attestation
Chapter 16	Criminal Convictions
Chapter 17	Proposer’s Non-Collusion Certification
Chapter 18	Independence Affidavit
Chapter 19	Drug-free Workplace
Chapter 20	Emergency Response Plan
Chapter 21	Addendums
Chapter 22	Certification to Accuracy of Proposal
Chapter 23	Cost Proposal

#### **6.4 Qualification**

The City shall examine the documentation submitted in the Proposal Packages to determine the responsiveness and responsibility of each Proposer. Proposers must provide the following information in the Proposal Package:

- a) **Letter of Intent** - The Letter of Intent is to be signed by an officer of the company authorized to bind the submitter to its provisions. The Letter of Intent is to contain a statement indicating the period during which the proposal will remain valid. A period of not less than one-hundred eighty (180) calendar days is required.
- b) **Proposer's Statement of Organization** - Proposers must complete Form 1. Proposers are required to supply additional information that will assist the CITY in understanding the Proposer's organization.
- c) **Staffing** - Proposers must demonstrate significant staff expertise in effectively managing a Commercial and Residential Solid Waste, Bulk Waste and Recycling Collection contract. Proposers must provide an organizational chart for residential curbside, residential containerized and commercial collection services. Proposers must carefully provide, in the format requested, all information requested in Form 2. Proposers must agree to provide a supervisor who will be accessible to the CITY at all times in accordance with Section 4.03 of this RFP. The Proposer must at minimum provide the name of the individual who will fill this position, describe their qualifications and describe the method by which accessibility will be achieved (e.g., cell phone).
- d) **Experience** - **Proposer must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Scope of Services/Technical Specifications section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.** Proposer must have, as a minimum, five years of successful experience in collecting residential curbside, residential cart, Bulk Waste and Recyclable Materials. A summary of all (but not more than 10) of the most recently awarded and serviced (but not necessarily completed) comparable jobs, going back no more than five (5) years must be provided. This record must show the name of the city, address, description of work, dates of service, cost of work in dollars, and a contact/reference person with phone number. Additionally, the Proposer must have experience collecting Commercial Solid Waste, Rolloff, Residential Solid Waste, Residential Bulk Waste and

Recyclable Materials of a population size (measured by number and type of residential units) comparable to the population size of the CITY. Proposers shall provide references for all jobs summarized using Form 3 provided in Section 7.

- e) **Available Resources** - Proposers shall provide a list of facilities, equipment (including equipment age) and personnel available to do the work or a certified statement of financial capability from a financial institution demonstrating the Proposer's ability to acquire the necessary assets to perform the Agreement as bid. In addition, Proposers shall provide an explanation on how this equipment will be used in the CITY. Also, Proposers must show how this equipment will be sufficient to handle the Proposer's total workload including non-City projects. A summary of all proposed equipment is to be completed in accordance with Form 4. All Collection vehicles shall meet the RFP requirements. The CITY reserves the right to require the Proposer to provide samples of Residential Collection Carts specified in Form 5. The CITY may disqualify any Proposer it concludes does not possess either the acceptable resources referred to above or has not provided a satisfactory statement of financial capability.
- f) **Financial Stability** - Proposers shall demonstrate financial stability. Proposers must provide a statement of the Proposer's financial stability, including information as to current or prior bankruptcy proceedings. Proposals shall include a copy of the most recent two (2) years of annual financial report/annual audit/10K and the most recent 10Q, if appropriate. Financial reports provided must include, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows.
- g) **Financial Statement** - Proposers must include a copy of their latest audited financial statements. If the Proposer is a corporation, it must submit a copy of the latest audited financial statements of the corporation. In the event the Proposer does not have audited financial statements, they may substitute reviewed financial statements prepared by a CPA and complete federal tax returns for the last two years.
- h) **Transition Plan** - Proposers shall provide a detailed description of how services will be initiated under the Agreement. Ensuring a smooth and seamless transition is of critical importance to the CITY.
- i) **Customer Service Plan** - Proposer must provide a detailed plan describing how customer service issues, including complaints, will be handled. See Sections 4.08 and 4.09.

- j) Corporate Goodwill** - Proposer shall provide a detailed statement of the benefits that the Proposer will bring, above and beyond the requirements in the Agreement, to the community in terms of improving the quality of life in the CITY.
- k) Litigation History** - Proposers must provide a summary of any litigation or arbitration that the Proposer, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving any public entity for any amount greater than one-hundred thousand dollars (\$100,000). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The CITY may disqualify any Proposer it determines to be excessively litigious.
- l) Bonding Company Commitment** - In accordance with Form 6 in Section 7 of this RFP, Proposers shall provide an irrevocable letter of commitment from a State of Florida licensed bonding company to provide a Performance Bond for services as bid. The irrevocable letter of commitment must specifically refer to Form 6 of this RFP and accept the requirements and conditions of the Performance Bond set forth therein, including the dollar size of the Performance Bond as stipulated. Performance Bonds shall be issued by approved bonding companies, acceptable to the CITY, and limited to those companies authorized to transact business in the State of Florida, having a resident agent in the State of Florida and meeting the following requirements and/or limits: Surety shall be rated "A+" as to management and "FSC XV" or better as to the strength by Best's Insurance Guide or Surety shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds or bonding limits shall not exceed 20% of its policy surplus (capital & surplus) as listed in Best's Insurance Guide; and, Surety shall have been in business and have a record of successful and continuous operation for at least five years; further, all bonds shall contain all provisions required by §255.05, Florida Statutes, guarantee the performance of the Agreement and serve as security for the payment of all persons performing labor and furnishing materials in connection with the Agreement.
- m) Proposal Security (Cash Bond)** - Each proposal shall be accompanied by Proposal Security in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) or an irrevocable letter of credit, pledging that the Proposer shall proceed with the continued development of its proposal and, if the Proposer is selected, to enter into a Solid Waste Collection and Disposal Services Agreement with the CITY on the terms stated on the proposal security form, located in Section 7, and will furnish

bonds covering the faithful performance of that Agreement and payment of all obligations arising hereunder. Should the Proposer refuse to continue with the development of its proposal, refuse to enter into the Agreement resulting from this RFP or fail to furnish such bonds, the amount of the Proposal Security shall be forfeited to the CITY as liquidated damages, not as a penalty.

**Proposals not accompanied by the proper Proposal Security shall be deemed non-responsive and will not be considered.**

The CITY shall have the right to retain the Proposal Security of Proposers from whom an award of the Agreement is being considered until either (1) the Solid Waste Collection and Disposal Services Agreement has been executed and bonds have been furnished, or (2) the specified time has elapsed so that proposals may be withdrawn, or (3) the Proposer's submitted proposal has been determined to be non-responsive or disqualified by the CITY or (4) all proposals have been rejected. Default of Proposer shall occur upon the failure of the Proposer to deliver within the time required by the RFP including the executed Agreement and any performance and payment bonds required by the RFP and Agreement. Proposal Securities will be returned to unsuccessful Proposers within fifteen (15) days following notice of the non-responsiveness or disqualification of the proposal and that of the qualified Proposer(s) upon the execution of the Solid Waste Collection and Disposal Services Agreement.

**n) Insurance Requirement** - Proposer must provide proof in the form of a certificate of insurance complying with the requirements specified as per below:

The CONTRACTOR shall provide or cause to be provided insurance of the type and on the terms and conditions as specified in this Section. The cost of this insurance is included in the service rate. The failure of the CONTRACTOR to provide such insurance shall be considered a material breach of this Agreement. Insurance purchased by the CONTRACTOR shall be purchased from a carrier acceptable to the CITY. CONTRACTOR shall maintain the coverages for insurance as required by this Section and thereafter during any and every period when CONTRACTOR and/or any of its Subcontractors are performing any work or furnishing any services pursuant to the Agreement. Upon execution of the Agreement, CONTRACTOR shall provide or cause to be provided the workers' compensation insurance, comprehensive general liability insurance, business

automobile insurance, and the umbrella liability insurance policies.

CONTRACTOR shall provide or cause to be provided the following insurance and shall also ensure that the following insurance language shall be included in the Subcontractor contracts. Prior to commencement of work, certificates of insurance shall be provided evidencing CONTRACTOR's and its Subcontractor's compliance with these insurance requirements. Without limiting any of the other obligations or liabilities of CONTRACTOR and the Subcontractors, CONTRACTOR shall provide, pay for, and maintain in force until all of the work is completed and accepted by the CITY (or for such duration as otherwise specified hereinafter), the insurance coverages set forth herein.

- (1) Professional Liability Insurance with minimum limits of Five Million Dollars (\$5,000,000) with respect to CONTRACTOR.
- (2) Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:
  - (a) Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.
  - (b) If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.
- (3) Comprehensive General Liability with minimum limits of Five Million Dollars (\$5,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability with respect to CONTRACTOR. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
  - (a) Premises and/or Operations;
  - (b) Independent contractors;
  - (c) Products and/or Completed Operations for contracts over Fifty Thousand Dollars (\$50,000.00) CONTRACTOR shall maintain in force until at least three (3) years after completion of all work required under the Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage;
  - (d) Explosion, Collapse and Underground Coverages;
  - (e) Broad Form Property Damage;

- (f) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement;
  - (g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability; and
  - (h) CITY and CONTRACTOR are to be expressly included as “Additional Insureds” with respect to liability arising out of operations performed for owner and CONTRACTOR by or on behalf of CONTRACTOR and Subcontractors or acts or omissions of owner or Contractor in connection with general supervision of such operation.
- (4) Umbrella Liability, general aggregate of Ten Million Dollars (\$10,000,000).
- (5) Business Automobile Liability with minimum limits of Five Million Dollars (\$5,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
- (a) Owned Vehicles; and
  - (b) Hired and Non-Owned Vehicles.

All required insurance shall be evidenced by valid and enforceable policies issued by a company licensed to do business in the State of Florida and otherwise acceptable to the CITY. The CONTRACTOR shall not cancel (or permit any lapse under) any policy of required insurance. Each policy of required insurance shall:

- (i) contain the agreement of the insurer that the insurer shall not cancel or materially alter the same without thirty (30) calendar days prior written notice to owner except in the case of non-payment by the Contractor for which ten (10) calendar days’ prior written notice will be provided to CITY owner;
- (ii) provide for third party vicarious liability;
- (iii) delete the insured versus insured exclusion with respect to claims brought by the CITY owner; and
- (iv) be effective for a period from the date of this Agreement through at least one (1) year after completion of the Work provided hereunder, except for professional liability insurance which shall be effective for a period from the date of this Agreement through at least five (5) years after completion of the work provided hereunder. Insurance shall be provided to the CITY at the times required by this Section at which time the

CONTRACTOR shall deliver to CITY a certificate of insurance naming CITY as an additional insured as required hereunder for each policy of required insurance except for professional liability insurance. The minimum coverages and time periods specified above are not intended, and shall not be construed, to limit any liability of the CONTRACTOR to CITY under this Agreement. Neither party shall be liable to the other for loss or damage covered by insurance to the extent that insurance proceeds are actually available with respect to such loss or damage and to the extent that the applicable policies of such insurance include the waiver or subrogation (which the parties shall obtain if available without additional premium). CONTRACTOR is responsible for the payment of all deductibles in connection with any claims made under the insurance policies required by this Agreement. The cost of deductibles paid by CONTRACTOR shall be included in the cost of the service.

- o) Criminal Convictions** - Proposers must provide a summary of any criminal convictions of the company, owners, and/or officers related to the services being bid. The CITY may disqualify a Proposer on the basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, or unfair competition.
- p) Proposer's Non-Collusion Certification** - Any Proposer submitting a proposal to this RFP must complete and execute the Non-Collusion Affidavit of Proposer (Form 8) included in Section 7 of these RFP documents.
- q) Independence Affidavit** - Proposers shall list and describe their relationships with the CITY in accordance with Section 5.8 of the RFP.
- r) Drug-Free Workplace** - Proposer shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed certification of compliance (Form 9), must be submitted with the RFP response.
- s) Emergency Response Plan** - The plan shall address the steps the CONTRACTOR will take in the aftermath of a hurricane, severe storm or such other natural and man-made disaster that may occur. The Emergency Preparedness Plan shall formalize the steps taken by the CONTRACTOR related to operations before, during and after an event.

The plan shall contain, at a minimum, the following elements:

Readiness/Preparedness Steps;

Proposer's planned Equipment and Manpower Resources;

Planned utilization of Temporary Staging and Storage Locations; and Assistance and Coordination Plan with other contractors, government officials and other affected communities.

- t) **Addenda** - The Proposer shall complete and sign the Acknowledgement of Addenda Form 10 in Section 7 and include it in the Qualification Package in order to have the proposal considered. In the event any Proposer fails to acknowledge receipt of such addenda, his/her proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.
- u) **Certification to Accuracy of Proposal** - Proposer shall certify and attest, by executing Form 11 of Section 7 of these RFP documents, that all Forms, Affidavits and documents related thereto that it has enclosed in the Qualification Package in support of its proposal are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

## **6.5 Qualification Evaluation**

The CITY shall examine the documentation submitted in the Proposal Package to determine the responsiveness of each Proposer. Failure to provide the required information will disqualify any such proposal as non-responsive, and such proposal will not be considered. The CITY will disqualify any Proposers that make exaggerated or false statements. The evaluation of proposals and the determination of conformity and acceptability shall be the sole responsibility of the CITY. Such determination shall be based on information furnished by the Proposer, as well as other information reasonably available to the CITY. The CITY may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work and the Proposer shall furnish the CITY all such information and data for this purpose as the CITY may request before and during the proposal period. The CITY reserves the right to make additional inquiries, interview some or all Proposers, make site visits, obtain credit reports, or any other action it deems necessary to fairly evaluate all Proposers. The CITY may at its sole discretion reject a Proposer or qualify a Proposer.

## **6.6 Cost Proposal**

The Proposer's Cost forms are located in Section 7 of these RFP documents. The Cost

forms must be completed, signed and returned.

Award of the Agreement shall be made to the Proposer who, in the sole discretion and determination of the CITY, would best satisfy the CITY's needs.

**6.7 Proposal Scoring and Ranking**

The award of the contract will be based on certain objective and subjective considerations listed below to ascertain which Proposal best meets the requirements of the CITY. The criteria stated below, and associated point values will be used for the first evaluation, after responsiveness compliance review, to determine contractor short listing:

CRITERIA	MAXIMUM POINTS
Firm Qualifications and Experience	20
Qualifications and Experience of Key Personnel	10
Operation Plan including, but not limited to: Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan	30
Price	30
Past Performance including client references and years in business (THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)	5
Demonstrated Financial Capability	5
<b>TOTAL POSSIBLE POINTS:</b>	<b>100</b>

**Evaluation of Proposals:** Evaluation of proposals will be conducted by an evaluation committee after the responsiveness review and price points calculation by the CITY. The committee will evaluate all responsive proposals based upon the information and references contained in the proposals submitted. The committee will score and rank all responsive proposals and determine the ranking for all proposals.

**Price Calculation:** *In the following scenario, the CITY has received three proposals: Price Calculation: the maximum points available for Residential is 21 points (70% of 30 points equals 21). The remaining price proposals will receive points based on the*

*difference between the lowest price proposal and the proposal price being calculated.*

- The lowest score for Residential Collection receives 21 (70% of 30) maximum number of points available
- The second lowest receives the mathematical difference between the lowest and second (for example  $\$20/\$30=0.667$ , therefore the second receives .667 of 21 = 13.86 points
- The third lowest receives the mathematical difference between the lowest and the third (for example  $\$20/\$42=0.476$ , therefore the third receives .476 of 21 = 9.9 points

**Weighting: Residential pricing will be weighted at 70%, Commercial at 20% and Rolloff at 10%.**

### **Oral Presentations**

Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee.

The award of the contract will be based on certain objective and subjective considerations as listed above to ascertain which Proposal best meets the requirements of the CITY. The criteria stated will be used by selection committee to evaluate the short-listed contractors on submittal of RFP responses and of the evaluation of services proposed.

The CITY may require additional information and Contractor's agrees to furnish such information. The CITY reserves the right to award the contract to that Proposer who will best serve the interest of the CITY. The CITY reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The CITY also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

### **6.8 Protest - Failure to Qualify**

Upon notification by the CITY that the Proposer is deemed non-responsive the City Clerk by 5:00 PM on the 3<sup>rd</sup> Business Day after notification or any right to protest is forfeited responsive and/or not qualified, any actual or prospective Proposer who is aggrieved in connection with that determination may protest to the CITY Manager. A protest must be filed with the CITY Manager. The protest must be in writing, must identify the name and

address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received at the City of West Park Office of the City Clerk.

The Protest Bond shall be in the form of a cashier's check, drawn on a U.S. Bank and payable to the City, in the amount of One Hundred Thousand (\$100,000.00) dollars. Any Disqualified Proposer filing a Protest must provide a Protest Bond for that amount. The Protest Bond shall compensate the CITY for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the CITY. The Protest Committee, consisting of the CITY Manager and other individuals appointed by the CITY Manager, shall conduct a formal review of each properly filed protest. Such review shall be open and subject to Florida's Sunshine Law.

If the Protest Committee determines that the process of determining the Proposer's responsiveness or qualifications involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the CITY Manager shall direct that all appropriate steps be taken to remedy.

If the Protest Committee determines that the protest does not have merit and denies the protest, the protester may appeal to the CITY Commission. Appeals to the CITY Commission must be filed with the CITY Manager by 5:00 PM on the 3<sup>rd</sup> Business Day after the protester has been notified that its protest was denied by the Protest Committee. The appeal must be in writing and must include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the CITY Manager. This process is not subject to arbitration.

In the event of a timely protest and/or appeal, the CITY Manager shall stay the RFP process unless, after consulting with the CITY Attorney and a representative from the division for which the services are being hired, the CITY Manager determines that the continuation of the RFP process is necessary to protect substantial interests of the CITY. The continuation of the RFP process under these circumstances shall not preempt or otherwise affect the protest.

A Notice of Intent to reject all Proposals is subject to the protest procedure.

Any Proposer that does not formally protest or appeal in accordance with this Article shall not have standing to protest the CITY Commission's final award.

## **6.9 Protest- Award of Agreement**

After the Notice of Intent to Award an Agreement is posted, any actual or prospective Proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the CITY Clerk.

**A protest must be filed with the City Clerk by 5:00 PM on the 3<sup>rd</sup> Business Day after posting or any right to protest is forfeited.** The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for the protest. Filing shall be considered complete when the protest and the protest bond are received by the CITY Manager.

The Protest Bond shall be in the form of a cashier's check, drawn on a U.S. Bank and payable to the CITY, in the amount of One Hundred Thousand (\$100,000.00) dollars. Any Disqualified Proposer filing a Protest must provide a Protest Bond for that amount. The Protest Bond shall compensate the CITY for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the CITY. The Protest Committee, consisting of the CITY Manager and other individuals appointed by the CITY Manager, shall conduct a formal review of each properly filed protest. Such review shall be open and subject to Florida's Sunshine Law.

If the Protest Committee determines that the pending award of an Agreement or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the CITY Manager shall direct that all appropriate steps be taken to remedy.

If the Protest Committee determines that the protest does not have merit and denies the protest, the protester may appeal to the CITY Commission. Appeals to the CITY Commission must be filed with the Office of the CITY Manager by 5:00 PM on the 3<sup>rd</sup> Business Day after the protester has been notified that its protest was denied by the Protest Committee. The appeal must be in writing and must include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received at the Office of the CITY Clerk. This process is not subject to arbitration.

In the event of a timely protest and/or appeal, the CITY Manager shall stay the award of the Agreement unless, after consulting with the CITY Attorney and a representative from the division for which the services are being hired, the CITY Manager determines that the

award of the Agreement without delay is necessary to protect substantial interests of the CITY. The continuation of the award process under these circumstances shall not preempt or otherwise affect the protest.

A Notice of Intent to reject all Proposals is subject to the protest procedure.

Any Proposer that does not formally protest or appeal in accordance with this Article shall not have standing to protest the CITY Commission's final award.

**6.10 Estimated Schedule**

The CITY anticipates that RFP activities will take place at the dates and times listed below.

However, these times and dates are subject to change at the discretion of the CITY.

	<u>DATE</u>
Request for Proposals Legal Advertisement	<u>Wednesday, April 15, 2026</u>
RFP Release	<u>Wednesday, April 15, 2026</u>
Last Date for Submittal of Written Questions	<u>Friday, April 24, 2026</u>
Non-Mandatory Pre-Proposal Conference	<u>Friday, April 24, 2026</u>
Proposal Due Date	<u>Monday, May 4, 2026</u>
Notice of Intent to Award	<u>May 18- June 5, 2026</u>
Award of Agreement	<u>May 22- June 5, 2026</u>
Begin Collection Operations	<u>Wednesday, July 1, 2026</u>

**6.11 Cone of Silence**

Proposers are hereby notified that this Solicitation is subject to a "Cone of Silence." From the time of advertising, and until the CITY approves an award; there is a prohibition on communication by Proposers (or anyone on their behalf) with the CITY's staff. This does not apply to oral communications at Pre-Proposal/Bid conferences, oral presentations before selection committees, contract negotiations; public presentations made to the CITY Commissioners during any duly noticed public meeting, or communications in writing at any time with any CITY employee, official, or member of the CITY Commission, of matters not concerning this Solicitation.

Any questions, explanations, or other requests desired by Proposer(s) regarding the Solicitation must be requested in writing to the CITY Manager. Among other penalties, violation of these provisions by any Proposer shall render their Proposal to be deemed unresponsive and any award to Proposer voidable. Please see Cone of Silence Attestation Form 14.

**END OF SECTION 6**

## SECTION 7 - QUALIFICATION FORMS

The forms located in this section of the RFP shall be included in the sealed Proposal Package. Forms not completed in full may result in disqualification.

**Table 7.1**

<b>Qualification Forms</b>	
Form 1	Proposer's Statement of Organization
Form 2	Staffing and Organizational Structure
Form 3	References
Form 4	Vehicles
Form 5	Residential Collection Carts
Form 6	Performance Bond
Form 7	Proposal Security
Form 8	Non-Collusion Affidavit
Form 9	Drug-Free Workplace
Form 10	Acknowledgement of Addenda
Form 11	Certification to Accuracy of Proposal
Form 12	Human Trafficking Attestation
Form 13	E-Verify
Form 14	Cone of Silence Compliance Attestation
Form 15	Cost Form Certification
Form 16	Residential Curbside Services Cost Form
Form 17	Commercial and Rolloff Services Cost Form
Form 18	
Form 19	

**FORM 1  
PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (Proposer):

Principal Business Address:

2. Principal Contact Person(s):

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
------	---------	-------

If a corporation, in what state incorporated: \_\_\_\_\_

Date Incorporated: \_\_\_\_\_

Month                  Day                  Year

If a Joint Venture or Partnership, date of Agreement: \_\_\_\_\_

5. List all firms that may participate in this project Service in the event of an emergency):

Name	Address
------	---------

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

6. Outline specific areas of responsibility for each firm listed in Question 5.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

7. Identify the provisions of any agreement between parties which assigns legal or financial liabilities or responsibilities:

8. If responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the firms and relationships.

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

**FORM 2  
STAFFING**

Attach an organization chart(s) for each applicable service type (Commercial, Rolloff, Residential Curbside Collection Service).

The organization chart must show staffing by position, number of staff per position and organizational relationship of positions. Also attach narrative description of duties and responsibilities of each staff position and qualifications required for each position. If any staff person(s) is to be used in more than one Program, this should be indicated. For professional or management level staff that will be responsible for providing services, provide a detailed resume indicating the individuals' areas of expertise and experience. Resumes must be provided in the following format; however additional information may be provided at the option of the Proposer.

- A. Name & Title
- B. Project Assignment
- C. Name of Company with which Associated
- D. Years Experience with:
  - This Company:
  - With Other Similar Companies:
- E. Education:
  - Degree(s)
  - Year/Specialization
- F. Professional References: (List a minimum of 3)
- G. Other Relevant Experience and Qualifications

**FORM 3**  
**REFERENCES**

The PROPOSER shall provide a minimum of five (5) references of public agencies or cities presently being served by the Proposer with similar services to those being proposed in this proposal.

1. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
  
Year Contract Initiated: \_\_\_\_\_  
Number of Residential Curbside Accounts Served: \_\_\_\_\_  
Number of Residential Containerized Accounts Served: \_\_\_\_\_  
Number of Commercial Accounts Served: \_\_\_\_\_
  
2. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
  
Year Contract Initiated: \_\_\_\_\_  
Number of Residential Curbside Accounts Served: \_\_\_\_\_  
Number of Residential Containerized Accounts Served: \_\_\_\_\_  
Number of Commercial Accounts Served: \_\_\_\_\_
  
3. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
  
Year Contract Initiated: \_\_\_\_\_  
Number of Residential Curbside Accounts Served: \_\_\_\_\_  
Number of Residential Containerized Accounts Served: \_\_\_\_\_  
Number of Commercial Accounts Served: \_\_\_\_\_
  
4. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
  
Year Contract Initiated: \_\_\_\_\_  
Number of Residential Curbside Accounts Served: \_\_\_\_\_  
Number of Residential Containerized Accounts Served: \_\_\_\_\_  
Number of Commercial Accounts Served: \_\_\_\_\_

**FORM 3  
REFERENCES  
(CONTINUED)**

5. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_  
Number of Residential Curbside Accounts Served: \_\_\_\_\_  
Number of Residential Containerized Accounts Served: \_\_\_\_\_  
Number of Commercial Accounts Served: \_\_\_\_\_

6. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_  
Number of Residential Curbside Accounts Served: \_\_\_\_\_  
Number of Residential Containerized Accounts Served: \_\_\_\_\_  
Number of Commercial Accounts Served: \_\_\_\_\_

7. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_  
Number of Residential Curbside Accounts Served: \_\_\_\_\_  
Number of Residential Containerized Accounts Served: \_\_\_\_\_  
Number of Commercial Accounts Served: \_\_\_\_\_

8. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_  
Number of Residential Curbside Accounts Served: \_\_\_\_\_  
Number of Residential Containerized Accounts Served: \_\_\_\_\_

**FORM 3**  
**REFERENCES**  
**(CONTINUED)**

Number of Commercial Accounts Served: \_\_\_\_\_

9. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_

Number of Residential Curbside Accounts Served: \_\_\_\_\_

Number of Residential Containerized Accounts Served: \_\_\_\_\_

Number of Commercial Accounts Served: \_\_\_\_\_

10. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_

Number of Residential Curbside Accounts Served: \_\_\_\_\_

Number of Residential Containerized Accounts Served: \_\_\_\_\_

Number of Commercial Accounts Served: \_\_\_\_\_

**FORM 4**  
**RESIDENTIAL, COMMERCIAL AND ROLLOFF SOLID WASTE COLLECTION**  
**VEHICLES**

(COMPLETE ONE FORM FOR EACH TYPE OF COLLECTION VEHICLE- **PROPOSER MAY PROVIDE THEIR OWN REPORT FORMAT**)

1. Manufacturer and Model: \_\_\_\_\_
2. Number of Collection Vehicles by Age:

AGE	YEAR	MAKE/MODEEL
New < 6 months		
6 months < 1 Years		
1 Year < 2 Years		
2 Years < 3 Years		
3 Years < 4 Years		
4 Years < 5 Years		
5 Years < 6 Year		
6Years < 7 Year		

3. Body:
  - A. Type \_\_\_\_\_
  - B. Rated Capacity: \_\_\_\_\_ cubic yards
  - C. Practical or Net Capacity: \_\_\_\_\_ cubic yards
  - D. Weight:
    - GVW: \_\_\_\_\_ lbs
    - Tare: \_\_\_\_\_ lbs

4. Will the vehicles be owned, leased, or other?
5. Fuel type: \_\_\_\_\_
6. Attach pictures of each vehicle assigned to the City. Pictures must include the company name, truck #, make and model.

**FORM 5  
RESIDENTIAL COLLECTION CARTS**

**Solid Waste Carts**

1. Manufacturer \_\_\_\_\_
2. Description and Type \_\_\_\_\_
3. Material of Construction (recycled content) \_\_\_\_\_
4. Durability (in service years) \_\_\_\_\_ years
5. Warranty Period \_\_\_\_\_ years

**Recycling Carts**

1. Manufacturer \_\_\_\_\_
2. Description and Type \_\_\_\_\_
3. Material of Construction (recycled content) \_\_\_\_\_
4. Durability (in service years) \_\_\_\_\_ years
5. Warranty Period \_\_\_\_\_ years

**FORM 6**  
**PERFORMANCE BOND**

The CONTRACTOR shall furnish at its own cost, to the CITY, an irrevocable Performance Bond, in form and content approved by the CITY Attorney for the faithful performance of this Agreement and all of its obligations arising hereunder in the amount of Two Million Dollars (\$2,000,000.00).

Said bond shall be rated "A+" or better as to management and "FSC XV" or better as to the strength by Best's Insurance Guide or Surety; shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds or bonding limits shall not exceed 20% of its policy surplus (capital & surplus) as listed in Best's Insurance Guide; and, Surety shall have been in business and have a record of successful and continuous operation for at least five years; further, all bonds shall contain all provisions required by §255.05, Florida Statutes, guarantee the performance of the Agreement and serve as security for the payment of all persons performing labor and furnishing materials in connection with the Agreement. The CONTRACTOR shall furnish to the CITY proof of such bond within ten (10) calendar days after the execution of this Agreement. Such proof shall include a statement that the policy or bond may not be canceled or altered without at least thirty (30) calendar days prior notice to the CITY.

---

Signature

---

Print Name

---

Title

---

Date

**Form 7**  
**Proposal Security Form**

Each proposal shall be accompanied by Proposal Security in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) or an irrevocable letter of credit.

**Form 8**  
**Non-Collusion Affidavit**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ 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 said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of West Park, Florida or any person interested in the proposed Contract; and
5. The cost proposals in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

STATE OF FLORIDA            )  
  )SS:  
COUNTY OF BROWARD        )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of \_\_\_\_\_ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2026

NOTARY PUBLIC

My Commission Expires:

**Form 9**  
**Drug-Free Workplace**

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:  
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, 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 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 employee that, as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above.

STATE OF FLORIDA            )  
  )SS:  
COUNTY OF BROWARD    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of \_\_\_\_\_ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2026

NOTARY PUBLIC

My Commission Expires:



**Form 11**  
**Certification to Accuracy of Proposal**

Proposer, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Qualification Package in support of its proposal are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ 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 Forms, Affidavits and documents submitted in support of such proposal;
3. All Forms, Affidavits and documents submitted in support of this proposal and included in the Qualifications Package are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above.

STATE OF FLORIDA            )  
  )SS:  
COUNTY OF BROWARD    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of \_\_\_\_\_ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

NOTARY PUBLIC

My Commission Expires:

**Form 12**  
**Human Trafficking Attestation**

Name of Entity: \_\_\_\_\_ (“Nongovernmental Entity”)

This form must be completed by an officer or representative of a nongovernmental entity executing, renewing, or extending a contract with the City of West Park, a governmental entity of the State of Florida, (“the City”) in compliance with Section 787.06(13), Florida Statutes.

I acknowledge that Section 787.06(13), Florida Statutes requires that, when a contract is executed, renewed, or extended between a nongovernmental entity (you) and the City (us) in the State of Florida, the nongovernmental entity must provide the City with an affidavit that Nongovernmental Entity does not use **coercion to employ any person for labor or services**.

Coercion includes, without limitation, the use of express or implied physical threats of violence or reprisal, extortion, fraud or other intimidation behavior that puts a person in immediate fear of the consequences in order to compel that person to act against his or her will.

This signed attestation is provided to the City in order to comply with that requirement.

If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify the City and no contracts may be executed, renewed, or extended between the parties and any existing contract will be cancelled.

**Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.**

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Form 13**

**US Department of Homeland Security  
E-Verify Information**

**Completing Section 1: Employee Information and Attestation  
Sample of I-9 Form**

Section 1. Employee Information and Attestation: Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.						
Last Name (Family Name) <b>Ride</b>		First Name (Given Name) <b>Sally</b>		Middle Initial (if any) <b>K</b>	Other Last Names Used (if any)	
Address (Street Number and Name) <b>7555 Draper Ave.</b>		Apt. Number (if any)	City or Town <b>La Jolla</b>	State <b>CA</b>	ZIP Code <b>92037</b>	
Date of Birth (mm/dd/yyyy) <b>05/26/1951</b>	U.S. Social Security Number <b>1 2 3 4 5 6 7 8 9</b>	Employee's Email Address <b>sallyride@email.com</b>		Employee's Telephone Number <b>(555) 555-5555</b>		
I am aware that federal law provides for imprisonment and/or fines for false statements, or the use of false documents, in connection with the completion of this form. I attest, under penalty of perjury, that this information, including my selection of the box attesting to my citizenship or immigration status, is true and correct.	Check one of the following boxes to attest to your citizenship or immigration status (See page 2 and 3 of the instructions.):					
	<input checked="" type="checkbox"/> 1. A citizen of the United States					
	<input type="checkbox"/> 2. A noncitizen national of the United States (See instructions.)					
<input type="checkbox"/> 3. A lawful permanent resident (Enter USCIS or A-Number.)						
<input type="checkbox"/> 4. A noncitizen (other than Item Numbers 2, and 3, above) authorized to work until (exp. date, if any)						
If you check Item Number 4., enter one of these:						
USCIS A-Number		OR	Form I-94 Admission Number		OR	Foreign Passport Number and Country of Issuance
Signature of Employee <i>Sally Ride</i>				Today's Date (mm/dd/yyyy) <b>01/10/2023</b>		
If a preparer and/or translator assisted you in completing Section 1, that person MUST complete the <a href="#">Preparer and/or Translator Certification</a> on Page 3.						

**Attach the voluntary e-verify participation confirmation and ID number**

**Form 14**

**CONE OF SILENCE COMPLIANCE ATTESTATION**

*Broward County Code of Ordinances, Section 1-266 | Ordinance No. 2025-07*

**BACKGROUND**

Broward County Ordinance No. 2025-07, codified at Section 1-266 of the Broward County Code of Ordinances, establishes a Cone of Silence restricting certain communications during the pendency of a Competitive Solicitation. The Cone of Silence begins upon advertisement of the Competitive Request for Proposal and terminates upon final award, contract approval, rejection of all responses, or other action ending the solicitation.

**PROPOSER/BIDDER OBLIGATIONS**

The undersigned acknowledges and agrees to comply with all requirements of the Broward County Cone of Silence, including but not limited to:

1. Refraining from direct or indirect communication with County Commissioners, their staff, County employees involved in the solicitation, or evaluation committee members regarding the Competitive Solicitation, except as expressly permitted by the Ordinance.
2. Limiting all communications related to the solicitation to those expressly authorized, including written submissions to the Procurement, questions submitted through the official solicitation process, and presentations or negotiations if formally requested by the City of West Park, FL.
3. Understanding that for Two-Step Solicitations, the Cone of Silence commences upon advertisement of Step One and continues through Step Two, inclusive of any interim period.
4. Acknowledging that violations of the Cone of Silence may result in disqualification from the solicitation and other sanctions as provided by law.

**ATTESTATION**

*By signing below, the undersigned authorized representative certifies, on behalf of the Proposer/Bidder identified herein, that they have read, understand, and will fully comply with all provisions of the Broward County Cone of Silence, Section 1-266 of the Broward County Code of Ordinances, as amended by Ordinance No. 2025-07, throughout the entire pendency of the above-referenced Competitive Request for Proposal.*

**PROPOSER / BIDDER INFORMATION**

\_\_\_\_\_  
*Legal Name of Firm / Entity*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Authorized Representative – Printed Name*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Title / Position*

\_\_\_\_\_  
*Date*

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*Authorized Representative – Signature*

---

*Date*

---

*Email Address*

---

*Telephone Number*

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*This form must be signed by an authorized representative of the Proposer/Bidder and submitted to the City, at the pre-bid/pre-proposal meeting. Failure to submit this form may result in disqualification. Questions regarding the Cone of Silence should be directed to the City representative.*

**Form 15**  
**Cost Form Certification**

The Undersigned hereby certifies as follows:

That \_\_\_\_\_ has personally and carefully examined the specifications and instructions for the work to be done for the City of West Park ("CITY") as set forth in this RFP.

That \_\_\_\_\_ has made examination of the services as applicable to the proposal and fully understand the character of the work to be done.

That, having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, plant, equipment and facilities, and to perform all labor and services which may be required to do said work with the time fixed and upon the terms and conditions provided in the Agreement, at the service rates set forth on the Cost Forms set forth below:

- 1. Residential Curbside Collection and Disposal Service**
- 2. Commercial and Rolloff Collection and Disposal Service**

PROPOSER

\_\_\_\_\_  
President/Partner/Owner Signature

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President/Partner/Owner Printed Name

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

Individual: \_\_\_\_\_ Partnership: \_\_\_\_\_

Corporation \_\_\_\_\_, A \_\_\_\_\_ Corporation

(State of Incorporation)

Date \_\_\_\_\_

**Signature Instructions:**

If business is a CORPORATION, name of the corporation should be listed in full and both President and Secretary must sign the form, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the City as part of the proposal.

If business is a PARTNERSHIP, the full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the form. If the business is an INDIVIDUAL PROPRIETERSHIP, the name of the owner should appear followed by d/b/a and name of the company.

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**Form 16**  
**Residential Curbside Collection and Disposal Services**

The following cost proposal form is for Residential Curbside Collection services. Collection service rates may be adjusted annually (See Section 2.4) for each year beginning in year 2. Monthly franchise fee proposed on this form has been fixed and prepopulated. The monthly Disposal Rate will be adjusted when increased or decreased by the disposal facility or processor.

Item	Residential Curbside Service	Cost	
<b>MSW</b>			
1	MSW Cart Serviced 2x week	_____	/Unit/Month
	MSW Disposal (Generation Factor 1.68 tons/year)	\$8.05	/Unit/Month
<b>RCY</b>			
2	RCY Cart Serviced 1x week	_____	/Unit/Month
3	RCY Processing (Generation Factor 0.17 tons/year)	_____	/Unit/Month
<b>BLK</b> (See Section 3.2.9 for Options)			
4	Bulk Collection- Current Schedule*	_____	/Unit/Month
5	Bulk Collection- Option A *	_____	/Unit/Month
6	Bulk Collection- Option B*	_____	/Unit/Month
	Bulk Disposal (Generation Factor 0.66 tons/year)	\$2.89	/Unit/Month
	Franchise Fee	\$9.39	/Unit/Month
7	Replacement of all Residential MSW and RCY carts within 18 months of contract execution*	_____	<b>Total</b> Onetime Cost

\*The City reserves the right to select/eliminate/delete this item

**Form 17**  
**Commercial and Rolloff Collection and Disposal Services**

Item	Commercial and Rolloff Services	Cost
<b>Solid Waste Cart Services</b>		
1	Cart Collection Fee	_____ /Service
	Disposal (.049 tons/cubic yard- .55 cy)*	<u>\$1.64</u> /Service
<b>Frontload Dumpster- Non-Compaction</b>		
2	Collection Fee	_____ /cubic yard
	Disposal (.049 tons/cubic yard)*	<u>\$2.99</u> /cubic yard
<b>Frontload- Compacting</b>		
3	Collection Fee	_____ /cubic yard
	Disposal (.049 tons/cubic yard x 3)*	<u>\$8.97</u> /cubic yard
<b>Commercial- Additional Services</b>		
4	Castors	_____ /Month
5	Rollout Fee	_____ /Service
6	Locking Bar/Lock	_____ /Month
7	Overage Fee	_____ /cubic yard
<b>Rolloff- Non-Compacting</b>		
8	Delivery Fee	_____ /Delivery
9	Monthly Rental Fee	_____ /Month
10	10cy Hauling Fee	_____ /Pull
11	20cy Hauling Fee	_____ /Pull
12	30cy Hauling Fee	_____ /Pull
13	40cy Hauling Fee	_____ /Pull
<b>Rolloff- Compacting</b>		
14	Hauling Fee	_____ /Pull

*\*Disposal fees calculated using current tipping fee of \$61.00/ton*

**Form 17**  
**Commercial and Rolloff Collection and Disposal Services- Continued**

**Monthly Fee Calculations for Commercial**

**Commercial MSW Cart rates shall be calculated as follows:**

Cart Collection Fee/Service + Disposal Fee/Service = Cost per Service

Cost per Service x Service Frequency per week x 4.33 weeks = Monthly Service Fee

*Example: Cart Collection Fee = \$2.00      Service Frequency Twice Weekly*  
*\$2.00 Collection Fee + \$1.64 Disposal Fee = \$3.64 Cost per Service*  
*\$3.64 x 2 x 4.33 = \$31.52 Monthly Service Fee*

**Commercial Frontload Non-Compacted and Compacted rates shall be calculated as follows:**

Collection Fee/Cubic Yard = Disposal Fee/Cubic Yard = Cost per Cubic Yard

Cost per Cubic Yard x Container Size x Service Frequency per week x 4.33 weeks = Monthly Service Fee

*Example: Frontload Non-Compacting Collection Fee \$2.00/cubic yard*  
*Service level is a 4cy dumpster serviced 2x week*  
*\$2.00 Collection Fee + \$2.99 Disposal Fee = \$4.99 Cost per Cubic Yard*  
*\$4.99 x 4(cubic yards) x 2(weekly service frequency) x 4.33= \$172.85 Monthly Service Fee*

**Rollout Fee shall be calculated as follows:**

Rollout Fee/Service x Service Frequency per week x 4.33 weeks = Monthly Service Fee

Collection service rates may be adjusted annually (See Section 2.4) for each year beginning in year 2.

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