

**BULK WASTE COLLECTION SERVICES**  
**AGREEMENT BETWEEN THE CITY OF COOPER CITY**  
**AND EASTERN WASTE SYSTEMS, INC.**

THIS IS AN AGREEMENT, dated the 9<sup>th</sup> day of January, 2024, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

EASTERN WASTE SYSTEMS, INC., a **bulk waste collection services company**, authorized to do business in the State of Florida, with a business address of **1660 NW 19<sup>th</sup> AVE, POMPAÑO BEACH, FL 33069** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1**  
**PREMABLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **Friday, September 29, 2023**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **solid waste removal services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**RFP 2023-2-PW**  
**"SOLID WASTE REMOVAL SERVICES"**

1.2 On **Monday, October 23, 2023**, the bids were opened at the offices of the City Clerk.

1.3 On 9<sup>th</sup> day of January, 2024, the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

**ARTICLE 2**  
**SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for **solid waste removal services for residential bulk only**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, **"RFP 2023-2-PW"**, attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

**ARTICLE 3**  
**TERM AND TERMINATION**

3.1 The term of this Agreement shall be for seven (7) years, commencing on April 1, 2024 and terminating on March 31, 2031. This Agreement may be renewed for up to one (1) additional seven (7) year terms, subject to the written consent and agreement of both parties.

3.2 This Agreement may be terminated by either party for cause pursuant to Exhibit A, or by the CITY for convenience upon thirty (30) days written notice by the CITY to CONTRACTOR. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount.

3.3 In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the Contractor shall continue to coordinate and work with the City during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month-to-month basis not to exceed 180 days until the services under a new contract takes effect.

**ARTICLE 4**  
**COMPENSATION AND METHOD OF PAYMENT**

4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed the unit prices stated in **Exhibit "B"**.

4.2 CITY will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

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

4.4 Payment will be made to CONTRACTOR at:

**EASTERN WASTE SYSTEMS, INC.**  
**Attn: Michael Marzano**  
**1660 NW 19<sup>TH</sup> AVE**  
**POMPANO BEACH, FL 33069**

**ARTICLE 5**  
**CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

**ARTICLE 6**  
**INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement

of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR. The parties agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

## **ARTICLE 7**

### **INSURANCE**

Where CONTRACTOR is required to enter or go onto the CITY property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, CONTRACTOR shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. CONTRACTOR shall be liable for any damages or loss to the CITY occasioned by negligence of the CONTRACTOR or any officers, employees, agents or instrumentalities of the CONTRACTOR has designated in the completion of the services under this Agreement.

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

CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this Article and such insurance has been approved by the Risk Manager of the CITY nor shall the



CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

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

Policies shall be endorsed to provide the CITY with notice of cancellation or CONTRACTOR shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, CONTRACTOR shall furnish, as soon as reasonably practicable, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

**Prior to the commencement of the project, CONTRACTOR shall provide CITY with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by CONTRACTOR. Additionally, the CONTRACTOR shall provide CITY with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by CONTRACTOR.**

**CITY shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. CONTRACTOR waives, and CONTRACTOR shall ensure that CONTRACTOR's insurance carrier waives, all subrogation rights against CITY, its officials, employees, agents and volunteers for all losses or damages.**

## **7.1 REQUIRED INSURANCE**

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

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

5. Products & Completed Operations Aggregate Limit - \$3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**The City of Cooper City must be shown as an additional insured with respect to this coverage.**

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

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

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

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

7.1.4 Sexual Abuse may not be excluded from any policy.

7.1.5 Pollution Liability in an amount not less than \$1,000,000.00

7.1.6 Disposal Coverage as required by Exhibit A

**7.2 REQUIRED INSURANCE ENDORSEMENTS**

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY

6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

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

7.3 **INSURANCE CERTIFICATE.** Insurance Certificate Requirements are as set forth in Exhibit A

## **ARTICLE 8**

### **INDEPENDENT CONTRACTOR**

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

## **ARTICLE 9**

### **VENUE**

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

**ARTICLE 10**  
**PUBLIC RECORDS**

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**  
**9090 SW 50<sup>th</sup> PLACE**  
**COOPER CITY, FL 33328**  
**(954) 434-4300**  
**[PRR@CooperCity.gov](mailto:PRR@CooperCity.gov)**

**ARTICLE 11**  
**FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT**



**ARTICLE 12**  
**SCRUTINIZED COMPANIES -- 287.135 AND 215.473**

12.1 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**ARTICLE 13**  
**E-VERIFY**

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

- A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**ARTICLE 14**  
**COMPLIANCE WITH FOREIGN ENTITY LAWS**

14.1 CONTRACTOR ("Entity") hereby attests under penalty of perjury the following:

- a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- b. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- c. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- d. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- e. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- f. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

## ARTICLE 15

### MISCELLANEOUS

15.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

15.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

15.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.



15.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Ryan Eggleston  
City Manager  
City of Cooper City  
9090 S.W. 50<sup>th</sup> Place  
Cooper City, Florida 33328  
Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

Contractor: **Treasurer Director**  
**Michael Marzano**  
**EASTERN WASTE SYSTEMS, INC.**  
**1660 NW 19<sup>TH</sup> AVE**  
**POMPANO BEACH, FL 33069**  
**E-mail: mmarzano@easternwaste.com**  
**Telephone No: 954-543-9800**

15.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

15.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. All terms, conditions and obligations within the exhibits are necessary and required provisions of the Agreement, unless in conflict with Articles 1-15 of this Agreement, in which case the Articles 1-15 of this Agreement shall

prevail. The exhibits if not physically attached should be treated as part of this Agreement. All exhibits are incorporated herein by reference.

15.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

15.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

15.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

15.12 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15.13 **Compliance With Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

15.14 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15.15 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

END OF SECTION

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IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

BY: *[Signature]*

CITY CLERK

APPROVED AS TO LEGAL FORM:

BY: *[Signature]*

CITY ATTORNEY

WITNESSED BY:

*[Signature]*

Signature

DANAN C. STINSON

Print Name

STATE OF  
COUNTY OF

Florida  
Broward

CITY OF COOPER CITY, a Florida municipal corporation

BY: *[Signature]*

CITY MANAGER

BY: *[Signature]*

CITY MAYOR

CONTRACTOR:

**EASTERN WASTE SYSTEMS, INC.**, a Florida corporation

BY: *[Signature]*

Name: Angel Marzano

Title: President

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Angel Marzano, as President of **EASTERN WASTE SYSTEMS, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **EASTERN WASTE SYSTEMS, INC.** 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.

IN WITNESS OF THE FOREGOING, I have set my hand and seal in the State and County aforesaid this 7 day of 23.



*[Signature]*  
NOTARY PUBLIC

Dana Grace  
Print or Type Name

My Commission Expires: 3/9/2026



## NOTICE TO BIDDERS/PROPOSERS

**NOTICE IS HEREBY GIVEN** that the City of Cooper City, Florida, will be accepting sealed bids until 3:00 PM (EST) on Monday, October 23, 2023, from qualified contractors capable of providing Solid Waste Removal Services. Bidders/Proposers shall comply with all rules and regulations for these services and follow the terms, conditions, and specifications contained in this solicitation. The Awarded vendor shall provide all labor, materials, insurance, and incidentals for the project to the City of Cooper City.

### **Solid Waste Removal Services RFP 2023-2-PW**

The detailed Request for Proposal (RFP) shall be obtained online at [www.DemandStar.com](http://www.DemandStar.com).

**Proposals must be received in the City Clerk's Office located in City Hall, 9090 Southwest 50th Place, Cooper City, Florida 33328 no later than 3:00 PM (EST), Monday, October 23, 2023.** The outside of the envelope or box must be clearly marked "RFP 2023-2-PW, Solid Waste Removal Services" and shall contain one (1) identified, unbound original, three (3) copies, and five (5) electronic copy (flash drives) of your bid/proposal.

A **NON-MANDATORY** pre-bid meeting will be held at 11:00 AM, **Tuesday, October 10, 2023**, at 9090 SW 50th Place, Cooper City, Florida 33328.

For questions and/or requests for information about this solicitation, please contact [Purchasing@CooperCity.gov](mailto:Purchasing@CooperCity.gov). Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum. All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid/Proposal Schedule. No part of your bid/proposal can be submitted via fax or e-mail.

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/bids and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Request for Proposal between a potential vendor, service provider, bidder, lobbyist, or; consultant and the City Commissioners, City's professional staff including, but not limited to, the City Manager, Staff, and any member of the City's selection or evaluation committee. The Cone of Silence excludes the City's Purchasing Division or the City employee designated as responsible for administering the procurement process for this solicitation. For further information about the Cone of Silence, please contact the City's Purchasing Division.

CITY OF COOPER CITY  
City Clerk's Office

Please publish one (1) time on:

Wednesday, October 4, 2023

Please send invoice and proof of publication to:

Tedra Allen, CMC City Clerk  
City of Cooper City  
9090 SW 50 Place Cooper City,  
FL 33328  
[TAllen@CooperCity.gov](mailto:TAllen@CooperCity.gov)

contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

**4.18.3.18 Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**4.18.3.19 Affirmative Socioeconomic Steps.** If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**4.18.3.20 License and Delivery of Works Subject to Copyright and Data Rights.** If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

[END OF SECTION]

## SECTION V - SCOPE OF WORK / TECHNICAL SPECIFICATIONS

### 5.1 TECHNICAL PROPOSAL

The Technical Proposal shall provide documentation of the proposed approach to providing the work and to meeting the requirements of this RFP. Proposers that fail to demonstrate their capability to meet these requirements through supporting documentation as specified herein may be deemed non-responsive. If a prescribed format or required



documentation for the response to information requirements is listed below, Proposers should use said format and supply said documentation to be considered responsive.

**5.1.1 PURPOSE**

The City of Cooper City is seeking proposals from qualified firms, hereinafter referred to as the Contractor(s), to perform solid waste collections and disposal services for the City of Cooper City, in accordance with the terms, conditions, and specifications contained in this solicitation. Collection services shall include but may not be limited to automated collection of residential garbage carts, automated collection of residential recycling carts, multi-family garbage and recycling services, commercial garbage services, bulk trash and white goods collection, and rolloff services.

**5.1.2 OPEN MARKET**

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

**5.2 AGREEMENT(S)**

The City of Cooper City is seeking a qualified Contractor to perform collection and disposal services as contained herein:

|                                  |        |
|----------------------------------|--------|
| Residential Collection Accounts: | 10,919 |
| Commercial Collection Accounts:  | 164    |
| Rolloff Collection Accounts:     | 28     |

See “**Exhibit A**” for Commercial and Rolloff Account Listing.

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, predominantly in 96-gallon capacities
- Once monthly collections of bulky waste and white goods (BULK) limited at 6cy per customer (residential unit) per month.

Residential collection unit count shall be updated once annually 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 2025.

The City 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 for residential (MSW, RCY and BULK). Map links below:

[Residential Garbage](#)  
[Residential Recycling](#)  
[Residential Bulk](#)

The City provides 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-



[https://library.municode.com/fl/cooper\\_City/codes/code\\_of\\_ordinances?nodeId=CH8GATRVEGR\\_ARTILI\\_S8-13OWMAPRFRL](https://library.municode.com/fl/cooper_City/codes/code_of_ordinances?nodeId=CH8GATRVEGR_ARTILI_S8-13OWMAPRFRL) and 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.

### 5.3. DEFINITIONS

As used in this Scope of work and the Agreement, the following terms shall have the meanings as set forth in this Section. The words "shall," "will," and "must" are always mandatory and not merely discretionary. The word "may" indicate something that is not mandatory but permissible. When not inconsistent with the context, words in the plural shall include the singular and vice versa, words importing persons shall include firms and corporations, words in the present tense shall include the future, and use of the masculine gender shall include the feminine gender. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the initial date of adoption of this Agreement.

#### **5.3.1.1 Agreement**

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

#### **5.3.1.2 Alleys**

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

#### **5.3.1.3 Automated Collection**

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

#### **5.3.1.4 Biological Waste**

**Biological waste** means solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.

#### **5.3.1.5 Biomedical Waste**

**Biomedical waste** means any solid waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste that contains human-disease-causing agents; discarded disposable sharps; human blood and human blood products and body fluids; and other materials that in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility.

#### **5.3.1.6 Bulk Waste/Trash**

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

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

**5.3.1.7 Cans and Garbage Cans**

**Cans and Garbage Cans** shall mean a City approved plastic can of a type commonly sold as garbage cans of a capacity not more than ninety-six (96) gallons in size.

**5.3.1.8 Carts**

**Carts** shall mean a container with an attached tight-fitting lid of up to, approximately, ninety-six (96) gallons mounted on wheels and designed to hold Recyclables or Solid Waste and to be mechanically dumped into a collection truck. All Carts shall be clearly marked in a manner approved by the Contract Administrator.

**5.3.1.9 City**

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

**5.3.1.10 City Facility**

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

**5.3.1.11 Collection and Collect**

**Collection and Collect** shall mean the act of picking up Solid Waste, Yard Waste, Recyclables, Construction & Demolition Debris or Bulk Waste and delivering it to a Designated Facility.

**5.3.1.12 Collection Service**

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

**5.3.1.13 Commingled**

**Commingled** refers to a system in which all paper, plastics, glass, metals, and other program recyclables are mixed together.

**5.3.1.14 Construction and Demolition Debris (C&D Waste)**

**Construction and Demolition Debris (C&D Waste)** means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause the resulting mixture to be classified as other than construction and demolition debris. The term also includes:

- (a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
- (b) Except as provided in Section 403.707(9)(j), F.S., yard trash and unpainted, nontreated wood scraps and wood pallets from sources other than construction or demolition projects;
- (c) Scrap from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities; and



- (d) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

**5.3.1.15 Commercial Service Unit**

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

**5.3.1.16 Contractor**

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

**5.3.1.17 Contract Administrator**

**Contract Administrator** means the City of Cooper City Manager or his/her designee.

**5.3.1.18 Compactor**

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

**5.3.1.19 Container**

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

**5.3.1.20 Curbside**

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

**5.3.1.21 Designated Facility**

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

**5.3.1.22 Dumpster**

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

**5.3.1.23 Enclosure**

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

**5.3.1.24 Extra Pick-Ups**

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

**5.3.1.26 Garbage**

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

#### **5.3.1.27 Hazardous Waste**

**Hazardous waste** means solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

#### **5.3.1.28 Multi-Family Service Unit**

**Multi-family Service Unit** shall mean condominium residential units typically receiving Collection Service by Dumpsters or Compactors. The City reserves the right to designate Multi-family Service Units.

#### **5.3.1.29 Processable Waste**

**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.

#### **5.3.1.30 Recovered Materials or Recyclable Material and Recyclables**

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

#### **5.3.1.31 Recycling Cart**

**Recycling Cart** shall mean a receptacle with wheels with a capacity of up to, approximately, ninety-six (96) gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by Contract Administrator for the Collection of Recyclable Materials. All such Recycling Carts must be clearly marked in a manner as approved by the Contract Administrator.

#### **5.3.1.32 Residential Service Units**

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

#### **5.3.1.33 Rolloff**

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

#### **5.3.1.34 Single Stream**

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



#### **5.3.1.35 Special Events**

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

#### **5.3.1.36 Solid Waste**

**Solid Waste** means sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials are not solid waste.

#### **5.3.1.37 Source Separated**

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

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

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

#### **5.3.1.38 Special Pick-up Service**

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

#### **5.3.1.39 State**

**State** shall mean the State of Florida.

#### **5.3.1.40 Ton**

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

#### **5.3.1.41 Unacceptable Waste**

**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.

#### **5.3.1.42 Unprocessable Waste**

**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).

#### **5.3.1.43 White Goods**

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

#### **5.3.1.44 Yard Waste**

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

### **5.4 GENERAL COLLECTION REQUIREMENTS**

#### **5.4.1 Hours of Operations**

Contractor shall make collections Monday through Saturday. Contractor shall not allow collection vehicles to begin service before 7:00 A.M. or operate after 7:00 P.M unless express written approval is provided by the Contract Administrator or his/her designee. Such permission does not waive any administrative fees or administrative penalties as outlined in this contract 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.

#### **5.4.2 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 Contract Administrator and when the Contract Administrator determines that such change is necessary or otherwise appropriate to protect the public health, safety or welfare.

#### **5.4.3 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.

#### **5.4.4 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-days 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 5.2.

## **5.5 SERVICE STANDARDS**

The successful bidder 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 lid closed and shall be left in a neat and orderly manner. Containers shall be handled with due care at all times. Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition.

Contractor shall schedule and dispatch sufficient quantities of equipment and labor 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 including § 10-1 "Cooper City Noise Chapter" of the City's Code of Ordinances. [https://library.municode.com/fl/cooper\\_city/codes/code\\_of\\_ordinances?nodeId=CH10NO](https://library.municode.com/fl/cooper_city/codes/code_of_ordinances?nodeId=CH10NO)

### **5.5.1 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 ten (10) 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.

### **5.5.2 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.

#### **5.5.3 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.

#### **5.5.4 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 consultant, 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.

Should contract be awarded to more than one Contractor, the Contractor requesting the route restructuring shall bear the responsibility of all routing related to their contracted services including software, equipment, personnel and expert technical support (including consultant, if needed) at Contractor's expense.

The City will consider a Monday through Friday collection schedule.

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.

#### **5.5.5 Holidays – Christmas Day**

For this contract, the only recognized holiday shall be Christmas Day, 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 or RCY. For residential 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.

Holiday (Christmas) trees: For three weeks following Christmas Day, (Primary) Contractor responsible for Residential MSW and RCY collections agrees to collect live Christmas trees placed to the curb for disposal. Residents will be required to remove all lights, ornaments, and other decorations. Quantities collected must be tracked by the Contractor and reported to the City. Such collections shall be collected and disposed of as yard waste and taken to a disposal facility as approved by the City's Contract Administrator.

#### **5.5.6 Sufficient Inventory of Containers**

The Successful Proposer(s) 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.

### **5.5.7 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. Due to the magnitude of the disaster, if the Contractor is called upon to assist in debris clearing or other duties under "State of Emergency", the Contractor may be eligible for additional compensation under rates and adjustments. 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 outside of a "State of Emergency" declaration.

## **5.6 COLLECTIONS FROM RESIDENTIAL SERVICE UNITS**

### **5.6.1 Customers Served**

Residential Units: **10,919**

Count broken down as follows:

- Single Family Units: 10,126
- Multifamily Units: 641
- Quadplex Units: 136
- Octoplex Units: 16

### **5.6.2 Residential Carts**

The City has issued each residential unit the following (automated) wheeled carts for residential collection services unless otherwise indicated:

- Two (2) Green 96-gallon carts for garbage and yard waste combined (MSW) serviced twice (2x) per week
- One (1) Blue 96-gallon cart for single-stream recycling serviced once (1x) per week

A limited number of residential customers may have more than two (2) carts for MSW. The current number of customers with more than two (2) carts is 25. This may increase or decrease at any time during the contract period. Contractor shall service carts as directed by the City at no additional cost to the City. See current list below:

|       |              |                               |
|-------|--------------|-------------------------------|
| 9431  | SW 51 CT     | 2 96 GAL Toter Rel Additional |
| 10030 | NW 35 ST     | 1 96 GAL Toter Rel Additional |
| 10362 | SW 50 CT     | 1 96 GAL Toter Rel Additional |
| 12150 | SW 51 PL     | 1 96 GAL Toter Rel Additional |
| 5430  | SW 115 AVE   | 1 96 GAL Toter Rel Additional |
| 11083 | CHANDLER DR  | 1 96 GAL Toter Rel Additional |
| 10749 | NASHVILLE DR | 4 96 GAL Toter Rel Additional |
| 10167 | SW 52 ST     | 1 96 GAL Toter Rel Additional |
| 5123  | SW 93 AVE    | 1 96 GAL Toter Rel Additional |
| 4960  | SW 90 TER    | 1 96 GAL Toter Rel Additional |
| 4966  | SW 90 TER    | 1 96 GAL Toter Rel Additional |
| 11550 | SW 56 CT     | 1 96 GAL Toter Rel Additional |
| 12153 | SW 49 CT     | 1 96 GAL Toter Rel Additional |



|                           |              |                               |
|---------------------------|--------------|-------------------------------|
| 5006                      | SW 90 WAY    | 1 96 GAL Toter REL ADDITIONAL |
| 3698                      | NW 96 AVE    | 1 96 GAL Toter REL ADDITIONAL |
| 5215                      | SW 91 TER    | 1 96 GAL Toter REL ADDITIONAL |
| 3501                      | BARK WAY     | 1 96 GAL Toter REL ADDITIONAL |
| 10983                     | BOSTONDR     | 1 96 GAL Toter REL ADDITIONAL |
| 11079                     | NASHVILLE DR | 1 96 GAL Toter REL ADDITIONAL |
| 11112                     | BOSTONDR     | 1 96 GAL Toter REL ADDITIONAL |
| 11335                     | SW 58 CT     | 1 96 GAL Toter REL ADDITIONAL |
| <b>Total Carts over 2</b> |              | <b>25</b>                     |

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

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 should 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.

The Successful Proposer(s) 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)

### **5.6.3 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 five (5) working days. There shall be no limit on the number of times that a container may be replaced at any given Residential Service Unit.

Historical service requests for the last 3 years below:

| CONTAINER SIZE       | 35 gal   | 64 gal     | 96 gal       | Grand Total  |
|----------------------|----------|------------|--------------|--------------|
| <b>Total MSW</b>     | 3        | 298        | 5,141        | 5,442        |
| 2020                 |          | 76         | 1,537        | 1,613        |
| 2021                 |          | 105        | 1,473        | 1,578        |
| 2022                 | 1        | 71         | 1,210        | 1,282        |
| 2023                 | 2        | 46         | 921          | 969          |
| <b>Total RECYCLE</b> |          | 70         | 1            | 71           |
| 2020                 |          | 35         |              | 35           |
| 2021                 |          | 22         |              | 22           |
| 2022                 |          | 10         | 1            | 11           |
| 2023                 |          | 3          |              | 3            |
| <b>Grand Total</b>   | <b>3</b> | <b>368</b> | <b>5,142</b> | <b>5,513</b> |

### **5.6.4 Smaller Sized Carts**

The Contractor shall provide Residential Service Units the option, upon request, for a smaller automated cart for recycling or MSW. These options should include the approximate sizes of 65 and 35 gallons.

The City does not currently have a list of what sized cart(s) are located by Residential Service Unit nor a container count for residential service.

### **5.6.5 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.

#### **5.6.6 Residential Communities with Mechanical (Containerized) Services**

There are currently five (5) residential communities that have containerized pickup service:

- Baffly Woods Condominium
- Camelot Gardens
- Camelot Lakes
- Crown Colony
- Forest Lake Townhomes

Residents receive MSW and RCY service using community containers (frontend load (FEL) dumpsters and/or carts). These community containers shall be provided, maintained and serviced by the Contractor. Ownership of such equipment remains with the Contractor at all times unless otherwise agreed upon by the Contract Administrator, in writing, with terms mutually agreed upon by both the Contractor and the City. Changes in service including increases or decreases in container size and frequency of service and types of containers provided may change from time to time. Current service levels below:

| Community  | Address              | No. of Cans | Service Frequency<br>(Week) | Can Size         |
|--|----------------------|-------------|-----------------------------|------------------|
| <b>Baffly Woods</b><br>Solid Waste<br>Recycling    | 5100 SW 90th Avenue  | 2<br>7      | 4x<br>1x                    | 2yd FEL<br>90gal |
| <b>Camelot Gardens</b><br>Solid Waste<br>Recycling |                      | 10<br>25    | 2x<br>1x                    | 6yd FEL<br>90gal |
| <b>Camelot Lakes</b><br>Solid Waste<br>Recycling   |                      | 4<br>12     | 3x<br>1x                    | 6yd FEL<br>90gal |
| <b>Crown Colony</b><br>Solid Waste<br>Recycling    | 2859 S. Belmont Lane | 6<br>20     | 2x<br>1x                    | 8yd FEL<br>90gal |
| <b>Flamingo Lakes</b><br>Solid Waste<br>Recycling  | SW 51st Street       | 6<br>33     | 3x<br>1x                    | 6yd FEL<br>90gal |

These communities receive bulk collection services with piles placed at designated locations for each community. Contractor shall provide all services at no additional cost to the City. Contractor shall be paid for the units at these locations through the residential billing per unit. House count for these locations is a total of 641 as per below. Any adjustments (increase or decrease) in units for these communities will be reflected in annual house count adjustment (see Section 5.2)

|                        |            |
|------------------------|------------|
| <b>Baffly Woods</b>    | 55         |
| <b>Crown Colony</b>    | 156        |
| <b>Camelot Gardens</b> | 176        |
| <b>Camelot Lakes</b>   | 82         |
| <b>Flamingo Lakes</b>  | 172        |
| <b>Total Units</b>     | <b>641</b> |

**5.6.7 Pick-Up Locations**

Solid waste and recycling collection service is provided to all residential customers. Service areas in Cooper City have differing requirements and challenges. Bidder must demonstrate the ability to possess all resources required to service if awarded.

Customers place their carts curbside for collection. However, in a few locations service is provided in the paved alley. 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 in order 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 5.5.1 herein.

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

Quadplexes and Octoplexes receive backdoor service. Contractor shall provide such service at no additional cost. Contractor and/or City may change manner of collection upon request, at approval of the City, at any time during this agreement. Addresses for these units are below:

| Service Addresses- Quad and Octoplexes |                |
|--|----------------|
| 5219 SW 91 AVE                         | 5215 SW 91 AVE |
| 5221 SW 91 AVE                         | 5214 SW 91 AVE |
| 5222 SW 91 AVE                         | 5280 SW 90 WAY |
| 5291 SW 90 WAY                         | 5210 SW 90 WAY |
| 5220 SW 91 AVE                         | 5260 SW 90 WAY |
| 5240 SW 90 WAY                         | 5209 SW 91 AVE |
| 5230 SW 90 WAY                         | 5207 SW 91 AVE |
| 5205 SW 91 AVE                         | 5261 SW 90 WAY |
| 5206 SW 91 AVE                         | 5270 SW 90 WAY |
| 5211 SW 90 WAY                         | 5281 SW 90 WAY |
| 5241 SW 90 WAY                         | 5218 SW 91 AVE |
| 5251 SW 90 WAY                         | 5213 SW 91 AVE |
| 5221 SW 90 WAY                         | 5217 SW 91 AVE |
| 5231 SW 90 WAY                         | 5216 SW 91 AVE |
| 5208 SW 91 AVE                         | 5212 SW 91 AVE |
| 5250 SW 90 WAY                         | 5290 SW 90 WAY |
| 5220 SW 90 WAY                         | 5210 SW 91 AVE |
| 5211 SW 91 AVE                         | 5271 SW 90 WAY |

It will be the sole responsibility of the bidder to tour the specific routes and familiarize themselves with the work addressed in the contract and the levels of service expected. It is strongly suggested that the bidder become familiar with all routes to understand the requirements and equipment necessary to provide bulk, garbage, and recycling cart collection to each customer.

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

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, 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.



#### **5.6.8 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 has a contract with Waste Management (WM) 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.

#### **5.6.9 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.

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

Curbside bulk collection shall occur once per month with a limit of 6 cubic yards collected per sanitation unit unless authorized by Contract Administrator. Contractor shall tag any piles in excess of 6 cubic yards in a manner acceptable to the City including the use of stickers, tags or door hangers. Such notices shall be created and printed by the Contractor at the City's request. Contractor bears the expense for such notices.

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 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.

If a customer has more than the limit of 6cy curbside or desires an additional bulk collection, Contractor shall provide an estimate to customer and confirm acceptance of estimate with customer. Such activities including cubic yards and estimate price shall be reported to the City in a format acceptable to the City. Collection should be made on a day as agreed upon with customer but in no case in excess of three (3) business days of the request having been made. Contractor is responsible to provide estimate at the approved per cubic yard rate schedule with all fees collected directly by the Contractor. The City has no obligation or responsibility to bill or collect any fees related to this activity. City shall receive franchise fees against these revenues. City shall be responsible for costs of disposal.

Additional Pick-ups as Requested: At the City's request, the Contractor shall provide pick-ups during a non-scheduled route day.

The City may request extra service for a special event, clean-up event or emergency removal.

This shall be at no additional cost to the City. Contractor may receive up to 5 requests per month.

#### Frequency – Bulk Service

The City seeks to explore the following options for Bulk Waste Collections:

- 1) Once monthly, up to 6cy at a schedule identified by Contractor and approved by the City serviced multiple days each week, generally Monday through Saturday
- 2) Once monthly, up to 6cy per residential service unit on MONDAY only, at a schedule identified by the Contractor and approved by the City
- 3) Every other month, up to 10cy per residential service unit, at a schedule identified by the Contractor and approved by the City
- 4) Once per quarter (four times annually), up to 15cy per residential service unit, at a schedule identified by the Contractor and approved by the City

### **5.6.11 EDUCATION SERVICES**

Should the City award a separate contract for Bulk Services, the Contractor awarded the remaining Residential, Commercial and Rolloff Services shall be considered the Primary Contractor.

The (Primary) Contractor shall provide the following public education services:

#### **5.6.11.1 Annual Solid Waste Notice**

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

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

#### **5.6.11.2 Public Awareness Program**

(Primary) 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 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.

## 5.7 COLLECTION SERVICES FROM COMMERCIAL AND ROLLOFF SERVICE UNITS

### 5.7.1 Commercial and Rolloff Collection Service

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 Cooper City Code of Ordinances, Chapter 8](#) 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 Company 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 also shall use its best efforts to execute a written service agreement with all Commercial Customers before October 1, 2024.
- l. The Contractor shall execute a written service agreement with each new Commercial/Rolloff Customer before the Contractor provides Collection Service to that Customer.
- m. 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. The service contract also shall contain the following disclosure statement (addendum or supplemental attachment with acknowledgement acceptable), unless alternate language is approved by the City:

**REGULATION BY COOPER CITY**

***This contract for the collection of Solid Waste is regulated by the City of Cooper City.***

**COMPACTORS- Self Contained and Breakaway**

***You may purchase or rent a compactor from anyone, provided the Compactor can be serviced by the Contractor's collection equipment. In the alternative, you may obtain a Compactor from the Contractor. In either case, the Compactor must be maintained in a safe, sanitary, serviceable condition by the owner of the Compactor.***

**SUPPLEMENTAL SERVICES**

***The Contractor will roll Mechanical Containers out of storage areas, open doors or gates to obtain access, or provide other supplemental services, upon request. These services also may be provided by the Customer. If the Contractor provides supplemental services, the Contractor may charge additional fees for such services.***

***These fees must be separately identified in the "Rates for Services" disclosure statement. The maximum fees for many supplemental services are fixed by the City. A copy of these fees can be obtained from the City's Public Works Department.***

**RATES FOR SERVICES**

***The City has approved standard rates for the collection of Solid Waste. Under this contract, you will pay the following Rates for the Contractor's services. You may call the City's Public Works Department if you have questions about any of the Contractor's rates.***

- n. 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.
- o. 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.
- p. 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 being notified, 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.

- q. 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.
- r. The Contractor shall provide Commercial Collection Service with Mechanical Containers to identified Multifamily communities in the Service Area unless otherwise approved by the City. (See 5.6.6) No service agreement shall be required of these communities.

#### **5.7.2 Collection of Construction and Demolition, Yard Waste and Bulk Waste**

Contractor shall provide Collection Service for Construction and Demolition Debris, yard waste and bulky waste that is generated by construction, demolition, and renovation projects within the City limits.

#### **5.7.3 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 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.

#### **5.7.4 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.

#### **5.7.5 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 upon request. (See 5.7.1 (d)(e))

#### **5.7.6 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:

$$\text{Disposal component of rate} \times (\text{New Tipping Fee} / \text{Old Tipping Fee}) = \text{New Disposal component of rate}$$

For example, if the current disposal component of the Rates is \$15.00, the current Tipping Fee is \$42.00, and the new Tipping Fee will be \$44.00, then the new disposal component of the Rates will be \$15.71, as shown by the following calculation:

$$\$15.00 \times (\$44.00 / \$42.00) = \$15.71$$

#### **5.7.7 Special Collection for Major Community Events**

The City sponsors at least two (2) major community events located throughout the City each year:

- 1) Founder's Day (March annually)
- 2) Light Up Cooper City (typically 1<sup>st</sup> Friday each December)

The (Primary) Contractor will be responsible for providing collection containers (Rolloff usually or frontload if requested), and disposal services at no cost to the City for up to five (5) events annually.

#### **5.7.8 CITY FACILITIES - No Cost to the City**

The (Primary) 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 Hall                           | Address           | Service Frequency/Week | Commodity | Quantity | Equipment             |
|-------------------------------------|-------------------|------------------------|-----------|----------|-----------------------|
| City Hall                           | 9090 SW 50 Place  | 1x                     | Recycle   | 3        | 96-Gallon Cart        |
| City Hall                           | 9090 SW 50 Place  | 2x                     | MSW       | 1        | 4cy Frontload         |
| Community Center                    | 9000 SW 50 Place  | 2x                     | MSW       | 1        | 4cy Frontload         |
| Community Center                    | 9000 SW 50 Place  | 1x                     | Recycle   | 1        | 96-Gallon Cart        |
| Public Works                        | 9070 SW 51 Street | 1x                     | Recycle   | 1        | 4cy Frontload         |
| Public Works                        | 9070 SW 51 Street | On Call                | MSW       | 2        | 20cy Rolloff Open-Top |
| Suellen H Fardelmann Sports Complex | 10300 Stirling Rd | 3x                     | MSW       | 1        | 8cy Frontload         |
| Suellen H Fardelmann Sports Complex | 10300 Stirling Rd | On Call                | MSW       | 1        | 20cy Rolloff Open-Top |
| Fire Department                     | 10550 Stirling Rd | 3x                     | MSW       | 1        | 8cy Frontload         |

|                          |                        |         |         |   |                      |
|--------------------------|------------------------|---------|---------|---|----------------------|
| Fire Department          | 10550 Stirling Rd      | 1x      | Recycle | 2 | 96-Gallon Cart       |
| Police Department        | 10580 Stirling Rd      | 3x      | MSW     | 1 | 8cy Frontload        |
| Police Department        | 10580 Stirling Rd      | 1x      | Recycle | 2 | 96-Gallon Cart       |
| Pool and Tennis Center   | 11600 Stonebridge Pkwy | 1x      | MSW     | 1 | 8cy Frontload        |
| Pool and Tennis Center   | 11600 Stonebridge Pkwy | 1x      | Recycle | 2 | 96-Gallon Cart       |
| Flamingo West Park       | 6201 S Flamingo Rd     | 2x      | MSW     | 2 | 4cy Frontload        |
| Flamingo West Park       | 6201 S Flamingo Rd     | 1x      | Recycle | 1 | 4cy Frontload        |
| Bill Lips Sports Complex | 11700 SW 49 St         | 3x      | MSW     | 1 | 6cy Frontload        |
| Bill Lips Sports Complex | 11700 SW 49 St         | 1x      | Recycle | 2 | 96-Gallon Cart       |
| Utilities                | 11551 SW 49 St         | 3x      | MSW     | 1 | 6cy Frontload        |
| Utilities                | 11551 SW 49 St         | On Call | MSW     | 2 | 30cy Rolloff Opentop |
| Utilities                | 11791 SW 49 St         | 1x      | Recycle | 1 | 96-Gallon Cart       |
| Fleet                    | 11221 SW 49 St         | 1x      | Recycle | 1 | 96-Gallon Cart       |
| Fleet                    | 11221 SW 49 St         | 2x      | MSW     | 1 | 2cy Frontload        |
| Fleet                    | 11221 SW 49 St         | On Call | MSW     | 3 | 30cy Rolloff Opentop |

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 monthly, no later than the 20th of each month.

**5.7.9 CONTRACT SCHOLARSHIP**

(Primary) Contractor will provide the City with \$10,000 annually during the life of the contract for a high school scholarship program, to help support selected graduating high school seniors with their future higher education aspirations. Contractor shall submit payment no later than 30 days of the contract start date (or no later than May 2024) and annually each year within 30 days of the contract anniversary date.

**5.8 DISPOSAL AND PROCESSING LOCATIONS**

**5.8.1 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 5.8.2 below), yard waste, bulky waste and construction & demolition debris be disposed at the locations listed below:



| Facility                | Address  | Material Accepted   |
|-------------------------|--|---|
| - Win Waste Innovations | 4400 South State Road 7<br>Fort Lauderdale, FL | MSW   |
| WM Oakes Road           | 3250 SW 50 <sup>th</sup> Avenue<br>Davie FL    | Yard Waste<br>Bulk Waste<br>Construction & Demolition<br>Debris |
| WM Reuters              | 2380 College Avenue<br>Davie FL                | Single Stream Recycling   |

### 5.8.2 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 City shall pay for all disposal costs for residential garbage, bulk waste and recycling collections. The City retains rights to the value of all materials collected for rebate/material value purposes. Contractor shall supply the City with a list of vehicle numbers in order to establish and validate disposal accounts.

Each week, the Contractor shall submit a daily log sheet containing copies of disposal (dump) tickets to track disposal charges in a format acceptable to the City. Weight tickets are required for the City to track, reconcile and pay disposal fees. The Contractor shall turn in all disposal tickets each week. Missing tickets must be replaced. The Contractor shall pay all costs associated for duplicate scale house weight tickets. After notifying the Contractor to replace missing tickets within 5 days, the City may order duplicates from the disposal facility and cost(s) shall be deducted from the Contractor's monthly invoice. City reserves the right to charge administrative overhead if the problem becomes continuous and repetitive.



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 charge.

Should the City opt NOT to renew its existing agreements for disposal of processable waste, yard waste, bulk waste and/or recyclable processing with its 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 would 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 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. City maintains ownership of all commodities collected and shall receive revenues for the added commodity(ies) based on the Average Market Value (AMV) determined by the Southeast USA Regional average commodity pricing (US Dollars per Ton) first posted in the month for which payment is being made as per Recyclingmarkets.net.

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.

Contractor shall pay 100% of the disposal cost charged to the City for contaminated recycling loads that are not accepted (rejected) by the disposal facility, along with any costs from the processing facility related to segregating, reloading or disposing of the load.

Historical Residential Disposal Tons are as follows:

| Calendar<br>Year | Residential<br>Tons (MSW) | Residential<br>Tons (Bulk) | Residential<br>Tons (RCY) |
|------------------|---------------------------|----------------------------|---------------------------|
| 2020             | 14457.69                  | 4817.01                    | N/A                       |
| 2021             | 14554.79                  | 4432.7                     | 2216.844                  |
| 2022             | 14461.28                  | 4298.35                    | 2441.026                  |

**5.8.3 Tare Weights**

The City requires that vehicle-tare weights, which are used by disposal and processing-facilities to calculate the final disposal charge the City pays, be validated each year. Depending on the scale system in use at the disposal or processing facility, the Contractor may be required to assist the City by weighing each collection vehicle in and out and recording the information on the City's TARE WEIGHT REPORT.

The average tare weight will be used by the disposal or processing facility and the City to validate disposal charges.

#### **5.9 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 City. 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.



#### **5.9.1 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.

#### **5.9.2 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 business plan. A computer system shall be used to track and record service requests, customer complaints and to provide information to the City upon request. (Refer to Customer Service 5.10)

#### **5.9.3 Route Supervisor**

Contractor shall assign a minimum of one (1) permanent full-time Route Supervisor who exclusively supports the City of Cooper City. An Alternate Route Supervisor should also be trained and familiar with Cooper City'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 shall be equipped with a laptop computer 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.

Route Supervisor must be directly responsible for drivers and routes and shall not be an "internal" supervisor providing only administrative support.

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.

Route Supervisor shall report lost or damaged carts that are in need of repair or replacement and assist customers by distributing and explaining program information.

Route Supervisor may be required to conduct route audits to verify number of carts per billing account to ensure proper service to prevent loss of cart inventory and City revenue.

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.

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.

Route Supervisor may be required to attend public meetings or functions with City Staff members, to explain or promote program services.

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.



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.

#### **5.9.4 Incident Reporting**

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.

#### **5.9.5 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.

#### **5.9.6 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.

#### **5.9.7 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.

### **5.10 CUSTOMER SERVICE**

#### **5.10.1 Contractor's Local Office**

The Contractor shall maintain a customer service and operational yard in Broward County. Remote customer service operations must be disclosed as part of bidder's proposal 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 shall have a local telephone number for calls from Customers in the City. The Contractor's telephone number shall be listed in the Contractor's webpage, the Contractor's invoices to Commercial and Rolloff Customers, and any notices provided by the Contractor.

- The Contractor's telephone system shall have the capacity to receive multiple telephone calls simultaneously.
- 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.
- 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.
- 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.
- All of the people answering the telephones for the Contractor must be fluent in English or Spanish.
- 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.
- All of the messages on the Contractor's answering machines must be provided in English and Spanish.
- 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).

#### **5.10.2 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 City'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 or June 1, 2024.

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 Contractor 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 the no later than 60 days following the start of this contract or June 1, 2024 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. To the extent practicable, the Contractor shall design its web-based systems to allow Customers to submit complaints and requests for services in English or Spanish.

- A. Complaints, missed pick-ups or service requests received by the Contractor before 4:00 PM each day shall be serviced before 7:00 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.

## 5.11 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. Proposers should include a full listing of the equipment they propose to use under this contract including make, model, year and mileage along with type of equipment (see examples below). Should the proposer be ordering new equipment, staggering replacements, or securing rental vehicles, this information should be detailed in their proposal. Proprietary information, such as rental terms or purchase price, may be redacted by the proposer.

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®) may not be used under this contract without the City's express written permission.

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.

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.

No advertising shall be permitted on vehicles except for vehicle manufacturer, alternative fuel provider (as applicable) or parent company names and logos.

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.

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 pitch fork, 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.

All vehicles shall be equipped with GPS and Surveillance Systems unless otherwise approved by the City's Contract Administrator. Proposers should include their GPS/Surveillance system information in their proposals 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.

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.

Contractor agrees to provide City with information required to calculate greenhouse gas emissions/savings for annual reporting requirements. This may include but not be limited to mileage, fuel consumed, hours operated and tons hauled.

All Contractor vehicles shall be well maintained and clean in appearance.



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.

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.

#### **5.12 CONTRACTOR'S SAFETY PROGRAM**

- 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.
- The Contractor shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance.
- 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.
- The Contractor shall follow all OSHA regulations and Applicable Laws regarding personal protective equipment.
- 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.
- 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.
- The Contractor shall regularly update its safety plan to reflect any changes in the Contractor's operations.

#### **5.13 USE OF SUBCONTRACTORS**

**5.13.1** If the Contractor proposes to use subcontractors during this contract to provide services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. 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.

**5.13.2** 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.

**5.13.3** Contractor shall require all its subcontractors to provide the required insurance coverage (See Section IV (4.3)) as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

#### **5.14 PROPERTY DAMAGE**

The Contractor shall conduct the work in such a manner as to avoid damage to any utilities, private property and public property. Contractor shall be responsible for all cost associated with repair and replacement of any



damages incurred through their operations, and at no additional cost to the City or property owner. Any damages shall be immediately reported to the City's Contract Administrator. Any such damage must be resolved within a period of three (3) business days.

#### **5.14.1 Damages to Private Property**

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

#### **5.14.2 Damages to City Property**

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

### **5.15 ADMINISTRATIVE CHARGES**

#### **Administrative Charges (Penalties)**

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:
  - 1. MSW (garbage) \$100.00 per complaint over 30 complaints per week
  - 2. Recycling \$100.00 per complaint over 30 complaints per week
  - 3. Bulk \$100.00 per complaint over 15 complaints per week
- B. Spilled materials following service resulting in customer complaint - \$25.00 each complaint
- C. Commingling waste streams (servicing yard waste carts with MSW carts, servicing recycling carts with MSW carts, etc.) while on route - \$2,500 penalty and Contractor responsible for the cost of disposal or recyclable revenues lost, if applicable
- D. Failure to maintain scheduled route start and end times (7am to 7pm) - \$500 per violation
- E. 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
- F. 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
- G. 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
- H. Failure to complete routes for the day (excludes validated Contractor-reported road closures due to construction, special event, 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. Such appeals will be considered by the Contract Administrator and resolved based on available evidence. City reserves the right to impose or waive administrative charges at its sole discretion.



## 5.16 MONTHLY RECORDS AND REPORTING

### 5.16.1 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.

### 5.16.2 Monthly Tonnage Reports & Weight Tickets

Before disposal, all garbage collected from waste generators in the City of Cooper City will be weighed and recorded. The Contractor shall keep accurate records of tonnage of waste handled and shall provide a monthly report, with invoices and weight tickets, 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:

- MSW loads for residential service units
- RCY loads for residential service units
- BULK loads for residential 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.

### 5.16.3 Complaints and Resolutions

For each complaint received, 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.

### 5.16.4 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.

## 5.17 ADMINISTRATIVE FEE – 3.0% and \$120,000 ANNUAL ADMINISTRATION FEE

The City shall be responsible for the billing and collection of payments for all residential collection services unless otherwise indicated in this contract. As such, the City shall receive an Administrative Fee in the amount of 3.0% of all gross revenue received from residential collection services. Any RESIDENTIAL invoicing received by the City from the awarded Contractor must NOT include Administration Fees as a line item. The City will calculate Administration Fees owed and payable by the Contractor as 3% of the total invoice amount billed to the City. Example below:

MSW Collection per month:      \$7.00 per unit x 11,000 units = \$77,000  
Administrative Fee Due to City:      \$77,000 x 0.03 = \$2,310

Total Invoice to City: \$77,000

The City reserves the right to adjust the Administrative 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. (See example provided in 5.18 for Franchise Fee)

Administrative Fee is due from Contractor to the City no later than the 20<sup>th</sup> of the calendar month following the billing cycle (Example: Administrative Fee for services July 1<sup>st</sup> through July 31<sup>st</sup> due to City by August 20<sup>th</sup>)

In addition to this fee, the (Primary) Contractor shall be required to pay the City an annual contract administration fee of \$120,000 dollars for the first year, increasing 3% annually with the anniversary of the contract (April 1), to provide municipal oversight and management for the term of this contract. Contractor will pay this annual amount within 30 days of the start date of the contract (or no later than May 1, 2024) and every subsequent year thereafter within 30 days of the anniversary date of start of the contract.

#### 5.18 FRANCHISE FEE – 12%

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 with bid proposal and on an annual basis thereafter or upon request so the City can track and monitor Contractor's compliance.

The City's Franchise Fee applies to this contract and is currently established as 12% of gross billed. Any RESIDENTIAL invoicing received by the City from the awarded Contractor must NOT include Franchise Fees as a line item. The City will calculate Franchise Fees owed and payable by the Contractor as 12% of the total invoice amount billed to the City. Example below:

MSW Collection per month:  $\$7.00 \text{ per unit} \times 11,000 \text{ units} = \$77,000$   
Franchise Fee Due to City:  $\$77,000 \times 0.12 = \$9,240$   
Total Invoice to City: \$77,000

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%

##### Residential Trash Collection Bid/Award Price as Calculated Above with 10% Franchise Fee

MSW Collection per month:  $\$7.00 \text{ per unit} \times 11,000 \text{ units} = \$77,000$   
Franchise Fee Due to City:  $\$77,000 \times .10 = \$7,700$   
Total Invoice:  $\$77,000 - \$7,700 = \$69,300$   
MSW Billed per Unit per Month:  $\$69,300 / 11,000 \text{ units} = \$6.30$

#### INCREASE from 12% to 14%



Residential Trash Collection Bid/Award Price as Calculated Above with 14% Franchise Fee:

|                                |  |
|--------------------------------|--|
| MSW Collection per month:      | $\$7.00 \text{ per unit} \times 11,000 \text{ units} = \$77,000$ |
| Franchise Fee Due to City:     | $\$77,000 \times .14 = \$10,780$                                 |
| Total Invoice:                 | $\$77,000 + \$10,780 = \$87,780$                                 |
| MSW Billed per Unit per Month: | $\$87,780 / 11,000 \text{ units} = \$7.98$                       |

Franchise fees also apply to Commercial MSW, Bulk, Construction and Demolition, Commercial and Compactor services. Contractor **may** bill franchise fee as a line item on their invoicing against gross invoice, excluding compactor rental revenues. 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.

Franchise Fee is 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.

#### 5.19 TRANSITION

The Successful Proposer shall provide all services as set forth in this Solicitation by April 1, 2024 unless otherwise stated in this solicitation. Contractor shall detail its Transition Plan as part of its proposal to include supplying all labor, equipment, customer service infrastructure, etc.

#### 5.20 POST CONTRACTUAL OBLIGATIONS

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

#### 5.21 DISCLAIMER

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

#### 5.22 CONTRACTOR'S RESPONSIBILITY / FAMILIARITY WITH THE SCOPE

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

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

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

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

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

#### **5.23 OPTIONAL BENEFITS OR SERVICES**

Contractor may offer optional benefits or services to the City to be included in the contract that is not listed in this RFP. Contractors should include these optional benefits or services and any costs as part of their response to the RFP.

**[END OF SECTION]**