

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: September 17, 2018

Presenter's Name and Title: Bernard Buxton-Tetteh, Director of Public Works on behalf of Public Works Department

Temp. Reso. Number: 6702

Item Description: Temp. Reso. No.6702, APPROVING A FRANCHISE AGREEMENT WITH FLSC, LLC D/B/A FLORIDA TEXTILE RECYCLING PROGRAMS TO OPERATE A TEXTILE RECYCLING AND COLLECTION BIN PROGRAM, UTILIZING THE CITY OF GREENACRES REQUEST FOR PROPOSAL ("RFP") 18-005; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE FRANCHISE AGREEMENT FOR A TERM COMMENCING UPON EXECUTION THROUGH MAY 31, 2023 *(Director of Public Works, Bernard Buxton-Tetteh).*

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☒

Instructions for the Office of the City Clerk: Public Works kindly requests execution of the Franchise Agreement with FLSC on the dais.

Public Notice – As Required by the Sec. _____ of the City Code and/or Sec. _____, Florida Statutes, public notice for this item was provided as follows: on _____, in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____. (Fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____ Florida Statutes, approval of this item requires a _____ (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Following adoption of the Textile Recycling Services Franchise Agreement, Public Works will collaborate with Finance and Management & Budget Departments to establish the proper account(s) to track this new revenue source. Revenue in FY 2019 is estimated to be \$100,000.

Content:

- Agenda Item Memo from the Interim City Manager to City Commission
- Resolution TR6702
 - Exhibit A: Textile Recycling and Collection Bin Program Franchise Agreement between the City of Miramar and FLSC, LLC
 - Exhibit B: List of Proposed Locations for Placement of Textile Recycling Bins
 - Exhibit C: Proposed Style of Textile Recycling and Collection Bins
- Attachment(s)

- Attachment 1: City of Greenacres Franchise Agreement for Textile Recycling Services

- Attachment 2: City of Greenacres Request for Proposal 18-005

- Attachment 3: FLSC Miramar Offer Letter



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon E. Hargray, Interim City Manager *V. Hargray*

BY: Bernard Buxton-Tetteh, Director of Public Works

DATE: September 13, 2018

RE: Temp. Reso. No. 6702, approving an agreement with FLSC, LLC D/B/A Florida Textile Recycling Programs for Textile Recycling and Collection Bin Program, utilizing City of Greenacres Request for Proposal 18-005

RECOMMENDATION: The Interim City Manager recommends approval of Temp. Reso. No. 6702, approving a Franchise Agreement with FLSC, LLC D/B/A Florida Textile Recycling Programs to operate a Textile Recycling and Collection Bin Program, utilizing City of Greenacres Request for Proposal No. 18-005, and authorization for the Interim City Manager to execute the Textile Recycling and Collection Bin Program Franchise Agreement for a term commencing upon execution through May 31, 2023.

ISSUE: City Commission approval is required to authorize the execution of a franchise agreement with FLSC, LLC.

BACKGROUND: The Public Works Department Solid Waste Management Program is responsible for solid waste recycling and disposal services.

Over the past several months, Public Works Department staff have been exploring programs and services that will help reduce the City's waste stream material. According to the Environmental Protection Agency ("EPA"), the average American discards approximately 70 pounds of textile material, with 85 percent of all discarded material ending up in landfills. Textile recycling programs promote waste reduction practices through recycling or reusing textile material.

A textile recycling program in the City of Miramar will reinforce the City's commitment to sound and sustainable environmental management practices and will additionally provide the following benefits to the City:

- Recurring revenue
- Potential cost savings on solid waste disposal costs
- Opportunity for local business participation
- Redeemable vouchers for program participants

In 2018, the City of Greenacres competitively solicited a textile recycling and collection bin program through Request for Proposal No. 18-005. A contract was awarded to FLSC, LLC, d/b/a Florida Textile Recycling Programs ("FLSC"). A subsequent franchise agreement was executed between the City of Greenacres and FLSC on May 21, 2018 for a term of five years. The franchise agreement is effective through May 31, 2023.

FLSC has offered to implement the textile recycling program in the City of Miramar under the same terms and conditions contained in the City of Greenacres franchise agreement (see attached letter, Attachment 3). A franchise agreement with the City of Miramar will provide FLSC with exclusive rights for the initial strategic placement of up to 50 aesthetically pleasing textile collection bins throughout the City. The proposed locations and bin style are detailed in the attached Exhibits "B" and "C". Additional bins beyond the original 50 may be placed in other locations upon approval by the City. The collections bins will have sensors for monitoring load levels and will notify the vendor when service is needed to ensure that the bins do not overflow. The bin design and placement are subject to final approval by the City.

FLSC will also work with the City to hold two annual clothing and shoe drives, provide educational material that promotes textile recycling, and provide manned collection bins at the City's household hazardous waste and electronic waste collection events.

As part of the program, the City will receive an estimated revenue of \$100,000 for the first 50 bins and an additional \$2,000 for each additional bin. Revenue will be paid monthly and can be utilized to further promote waste stream reduction programs. FLSC will also pay the City \$.10 cents per pound for textile material collected at all City events. The contractor has also committed to provide the City with redeemable vouchers totaling \$5,000 for use at Think Thrift stores. The vouchers will be dispersed at the City's discretion.

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING A FRANCHISE AGREEMENT WITH FLSC, LLC D/B/A FLORIDA TEXTILE RECYCLING PROGRAMS TO OPERATE A TEXTILE RECYCLING AND COLLECTION BIN PROGRAM, UTILIZING THE CITY OF GREENACRES REQUEST FOR PROPOSAL (“RFP”) 18-005; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE FRANCHISE AGREEMENT FOR A TERM COMMENCING UPON EXECUTION THROUGH MAY 31, 2023; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Department Solid Waste Management Program is responsible for solid waste recycling and disposal services; and

WHEREAS, over the past several months City staff has been exploring programs and services that will reduce the City’s waste stream material; and

WHEREAS, Americans on average discard approximately 70 pounds of textile material with 85 percent of all discarded material ending up in landfills; and

WHEREAS, textile recycling programs promote waste reduction practices by reducing the burden on landfills through recycling or reusing material and generates additional revenue for the city; and

WHEREAS, the City of Greenacres competitively solicited Request for Proposal (“RFP”) No. 18-005 entitled Textile Recycling and Collection Bin Program and

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subsequently awarded a Franchise Agreement to FLSC, LLC D/B/A Florida Textile Recycling Programs in 2018 for a term of five years; and

WHEREAS, the Franchise Agreement with FLSC commenced June 1, 2018 and is effective through May 31, 2023; and

WHEREAS, City staff determined that it is in the best interest of the City to participate in the City of Greenacres RFP No. 18-005 Franchise Agreement award to FLSC for Textile Recycling and Collection Bin Program (the “Greenacres Agreement”) because it reinforces City’s commitment to sound and sustainable environmental management practices, while providing an additional source of revenue for the City; and

WHEREAS, the City of Miramar Land Development Code Section 713.24 outlines the limitations and regulates placement of donation and/or clothing bins; and

WHEREAS, Section 2-413 of the City Code provides for purchases made through the utilization of other governmental agencies’ competitively procured contracts, such as the City of Greenacres Agreement, to be exempt from competitive procurement requirements; and

WHEREAS, the Interim City Manager recommends approval of the Piggyback Franchise Agreement for Textile Recycling and Collection with FLSC, LLC D/B/A Florida Textile Recycling Programs, attached hereto as Exhibit “A”, utilizing the City of Greenacres RFP No. 18-005 (the “Franchise Piggyback Agreement”), and authorization for the Interim City Manager to execute the Textile Recycling and Collection Bin

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Program Franchise Agreement for an initial term commencing upon execution and running through May 31, 2023, with one additional five-year renewal subject to City Commission approval; and

WHEREAS, the City Commission deems it to be in the best interest of the residents of the City of Miramar to approve, and authorize the Interim City Manager to execute, the Textile Recycling and Collection Bin Program Franchise Agreement with FLSC, LLC D/B/A Florida Textile Recycling Programs attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it approves the Textile Recycling and Collection Bin Program Franchise Agreement with FLSC, LLC D/B/A Florida Textile Recycling Programs attached hereto as Exhibit "A," hereby generating \$100,000 in revenue during fiscal year 2019.

Section 3: That the Interim City Manager is authorized to execute the agreement with FLSC, LLC D/B/A Florida Textile Recycling Programs in the form attached hereto as "Exhibit "A", together with such non-substantial changes as are deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

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Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Vice Mayor Yvette Colbourne
Commissioner Darline B. Riggs
Mayor Wayne M. Messam

Voted

**TEXTILE RECYCLING & COLLECTION BIN PROGRAM
FRANCHISE AGREEMENT
(Piggyback Competitive Award)**

This Agreement is made this ____ day of _____, 2018, between the City of Miramar, a municipal corporation organized and existing under the laws of the State of Florida (the “**City**”), and FLSC, LLC d/b/a Florida Textile Recycling Programs (the “**Contractor**”).

WITNESSETH

WHEREAS, the Contractor wishes to enter into this Piggyback Agreement (the “Agreement”) with City for a textile recycling and collection bin program (the “Services”); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Greenacres, and the Contractor as set forth in the City of Greenacres Franchise Agreement for Textile Recycling & Collection Bin Program Request for Proposal No. 18-005 (the “Contract”); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated and made a part of this Agreement.

Section 2. Term. The term of this Agreement shall commence upon execution and continues through May 31, 2023, unless terminated earlier by its terms.

Section 3. Contract Terms. The Contractor agrees to provide the City with the Services in accordance with the City’s requirements as set forth in the Franchise Agreement between the City of Greenacres, Florida and the Contractor dated on or about May 21, 2018 (the “Greenacres Agreement”), attached hereto and incorporated herein as Exhibit “A”. The exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the “Contract Documents”, and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the Greenacres Agreement,

and the Greenacres Request for Proposal 18-005 ("RFP"), attached hereto as Exhibit "B."

Section 4: Scope of Work

The following provisions are included:

- A. Contractor shall perform the Services, as set forth in the Greenacres Agreement, attached hereto as Exhibit "A."
- B. As provided in the Greenacres Agreement, Contractor shall pay \$100,000 (\$2,000 per bin) per year to the City as guaranteed revenue in equal monthly installments on the 10th day of each month, commencing 120 days after execution. Payment shall be submitted with monthly weight report. Contractor shall provide monthly weight reports to the City detailing the amount of textiles recovered through the Program. For any additional bins beyond the original fifty (50) bins, Contractor shall pay the City \$2,000 per year per bin in equal monthly installments.
- C. Contractor shall provide vouchers totaling \$5,000 annually, in increments of \$25 each at the location of the City's choosing for the City's Community Endowment recipients at the City's discretion.
- D. The City of Miramar shall be substituted for the City of Greenacres with regard to any and all provisions of the Greenacres Agreement, the RFP, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.
- E. Contractor shall not commence work on the Services unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 5: Public Records. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

- 1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
- 2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

Section 6. Scrutinized Companies.

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with

Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option 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 the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 7. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 8. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Vernon Hargray
City of Miramar
2300 Civic Center Place
Miramar, Florida, Florida 33025

Copy to: Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

For Contractor: Marc Douglas
135 Weston Rd., Suite 319
Weston, Florida 33326

Section 9: Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be

modified except by the parties' mutual agreement set forth in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: CITY OF MIRAMAR

By: _____ Date: _____
Vernon Hargray, Interim City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE OF AND RELIANCE
BY THE CITY OF MIRAMAR ONLY:

By: _____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

By: _____ Date: _____
Denise Gibbs, City Clerk

CONTRACTOR:
FLSC, LLC d/b/a FLORIDA TEXTILE RECYCLING PROGRAMS

By: _____ Witness: _____

PRINT NAME

TITLE
Date: _____

Date: _____

MIRAMAR - PROPOSED BIN LOCATIONS

Property Description	Location Description	Number of Bin(s)
1 City Hall Complex	2300 Civic Center Pl	1
2 Shell Gas Station	Red Rd South or Miramar Pkwy	1
3 Miramar Park of Commerce	Miramar Pkwy West of Palm Ave	2
4 Publix Shopping Plaza	Miramar Pkwy & Palm Ave	2
5 Speedway Gas Station	Miramar Pkwy & Douglas Rd	1
6 Shopping Plaza	Miramar Pkwy & Douglas Rd	1
7 Presidente Supermarket Plaza	Miramar Pkwy & University Dr	2
8 Chevron Gas Station	Miramar Pkwy & University Dr	
9 Mobil Gas Station	University Dr North of County Line Rd	1
10 Ihop Shopping Plaza	Miramar Pkwy & University Dr	
11 Shell Gas Station	Miramar Pkwy & 69th Way	
12 Publix Shopping Plaza	Miramar Pkwy & 69th Way	2
13 Bravo Supermarket Plaza	Miramar Pkwy & 69th Way	1
14 Miramar Multi-Service Complex	Miramar Pkwy & 67th Terrace	

15 Marathon Gas Station	Miramar Pkwy & 64th Ave	1
16 Sunoco Gas Station	Miramar Pkwy & 62nd Ave	
17 Shell Gas Station	Miramar Pkwy & 441	1
18 Mobil Gas Station	County line & 441	1
19 Winn Dixie Plaza	County line & 62nd Ave	2
20 Somerset Prep Academy	441 North of Pembroke Rd	
21 Marathon Gas Station	Pembroke Rd & 441	1
22 Bravo Supermarket Plaza	Pembroke Rd & 68th Ave	1
23 Ugas Gas Station	Pembroke Rd & 68th Ave	1
24 Chevron Gas Station	Pembroke Rd & 70th Ave	1
25 Marathon Gas Station	Pembroke Rd & 72nd Ave	
26 Shell Gas Station	Pembroke Rd & University Dr	
27 Walmart Plaza	Pembroke Rd & University Dr	2
28 Dollar Tree	University Dr North of University Dr	
29 Sunoco Gas Station	Pembroke Rd & Douglas Rd	1
30 Forzano Park	Pembroke Rd & Douglas Rd	1
31 Christway Baptist	County line & Douglas Rd	

32 The Bridge Church	Pembroke Rd East of Palm Ave	
33 Chevron Gas Station	Pembroke Rd & Palm Ave	1
34 Walgreens	Miramar Blvd & Palm Ave	1
35 Publix Shopping Plaza	Pembroke Rd & Hiatus Rd	2
36 Chevron Gas Station	Pembroke Rd & Hiatus Rd	
37 Miramar Square	Miramar Pkwy & Flamingo Rd	2
38 Speedway Gas Station	Miramar Pkwy & Flamingo Rd	1
39 Publix Shopping Plaza	Miramar Pkwy East of i75	2
40 Starbucks Plaza	Miramar Pkwy East of i75	1
41 Chevron Gas Station	Miramar Pkwy East of i75	1
42 Shell Gas Station	Miramar Pkwy & Dykes	1
43 Fountains of Miramar	Miramar Pkwy & Dykes	2
44 CVS	Miramar Pkwy & Dykes	1
45 Miramar Regional Park	Miramar Pkwy East of 172nd Ave	2
46 Mobil Gas Station	Miramar Pkwy & 172nd Ave	
47 Target Plaza	Miramar Pkwy & 172nd Ave	1
48 Winn Dixie Plaza	Miramar Pkwy & 172nd Ave	2

49 Publix Shopping Plaza	Miramar Pkwy & 184th Ave	1
50 Mobil Gas Station	Miramar Pkwy & 184th Ave	
51 Memorial Hospital	Pembroke Rd & 172nd Ave	2
52 Silver Shores Park	Pembroke Rd East of Dykes	1





SIDE



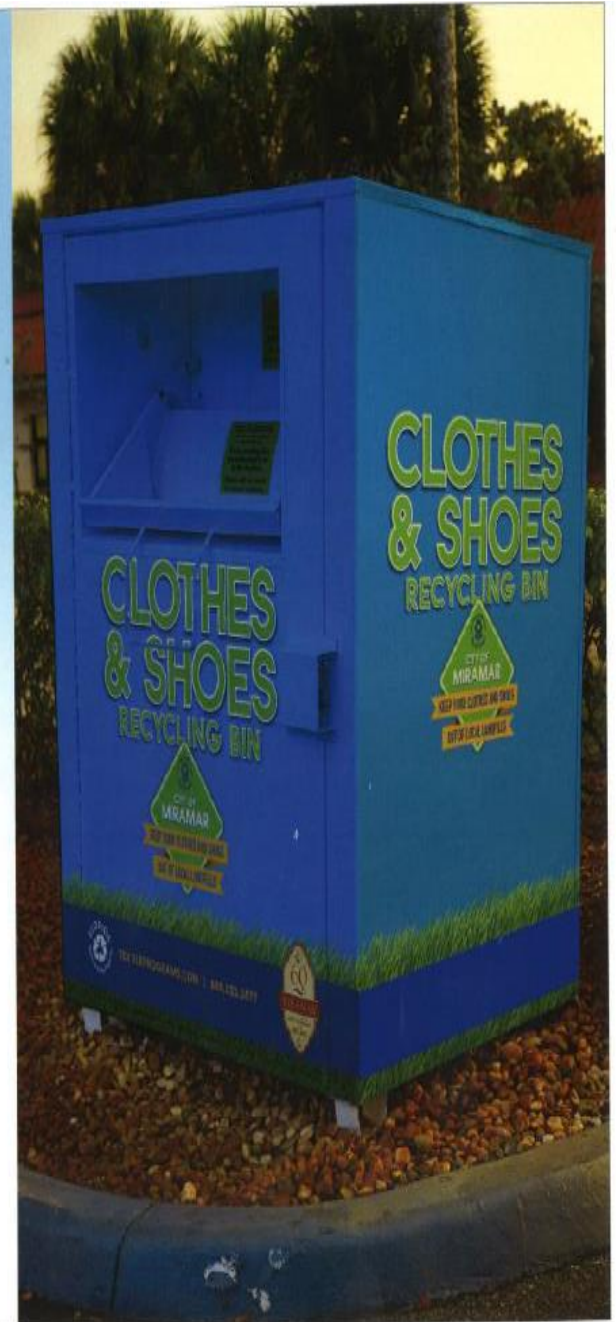
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SIDE



FRANCHISE AGREEMENT

Between

CITY OF GREENACRES, FLORIDA

And

FLSC, LLC D/B/A FLORIDA TEXTILE RECYCLING PROGRAMS

For

**TEXTILE RECYCLING & COLLECTION BIN PROGRAM
RFP NO. 18-005**

This is a Franchise Agreement, made and entered into by and between the CITY OF GREENACRES, a municipal corporation of the State of Florida, (hereinafter the "CITY"), through its City Council;

AND

FLSC, LLC D/B/A FLORIDA TEXTILE RECYCLING PROGRAMS successors and assigns, (hereinafter "CONTRACTOR"). This Franchise Agreement dated May 21, 2018.

WHEREAS, the CITY issued a Request for Proposal (RFP) for a textile and recycling bin program; and

WHEREAS, the CONTRACTOR, in response to the RFP (18-005), submitted a proposal which was relied upon by the City in selecting the CONTRACTOR to operate the Franchise; and

WHEREAS, the CITY desires to enter into an agreement with the CONTRACTOR under the terms and conditions of the Contract as contained herein; and

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

SECTION 1: AGREEMENT

1.1 TERM OF FRANCHISE AGREEMENT

The term of this Agreement shall be for five (5) years beginning on June 1, 2018 and shall end on May 31, 2023, unless otherwise extended under the terms hereof. This provision in no way limits the City's right to terminate this Agreement for cause at any time, pursuant to the Termination provisions of this Agreement.

1.2 OPTION TO RENEW

CONTRACTOR and CITY agree that this Agreement may be renewed for an additional five (5) year term upon mutual written consent of both parties. This provision in no way limits the City's right to terminate this Agreement for cause at any time, pursuant to the Termination provisions of this Agreement.



1.3 FRANCHISE

The CONTRACTOR shall for the term of the Contract have the exclusive franchise and the sole obligation to operate and maintain a comprehensive Textile Recycling and Collection Bin Program including the provision, placement, and maintenance of textile recycling collection bins in and upon approved properties identified and specified in this Contract. No other services shall be exclusive to the CONTRACTOR. The Contract specifically excludes the collection of recovered textile materials from commercial service units in the service area in compliance with the requirements for a local government found in §403.7046(3) F.S. (2014) and as may be amended from time to time.

The CITY shall enforce the exclusivity of this Contract through the Code Enforcement process. In the event that it is determined that a commercial establishment has not contracted with a City-registered Recoverable Hauler for textile recycling collection, the CITY shall notify the commercial establishment to cure the noncompliance. If the noncompliance is not cured, the CITY may file an appropriate code enforcement action before the City of Greenacres Code Enforcement Special Magistrate, or use any other suitable legal remedy applicable thereto as determined by the City.

1.4 EXEMPTIONS

1. Residential: The CONTRACTOR shall in no manner prohibit the private and/or multi-family residential community to donate clothing/textiles as they deem appropriate.
2. Commercial: This program shall not restrict any commercial establishment as defined in Florida Statutes 436.7046, that generates source-separated recovered materials to sell or otherwise convey its recovered materials to the local government or to a facility designated by the local government, nor may the local government restrict such a generator's right to sell or otherwise convey such recovered materials to any properly certified recovered materials dealer who has satisfied the requirements of this section. A local government may not enact any ordinance that prevents such a dealer from entering into a contract with a commercial establishment to purchase, collect, transport, process, or receive source-separated recovered materials.

SECTION 2: DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the Code of the CITY shall apply. To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. Definitions contained herein shall not be interpreted to require the CONTRACTOR to undertake any conduct contrary to federal, state, or local law. When consistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

- A. **Advertising** shall mean any City-approved written communication for the purpose of promoting the City's Textile Recycling and Collection Bin Program either in a written advertisement upon one of the Contractor's recycling bins, advertisement on the CONTRACTOR's or CITY's website, or by use of any other promotional device previously approved by the City. The CONTRACTOR'S name in which it is doing business and written communication as specified in the Contract or written communication as directed by the CITY Manager or his/her designated representative(s), shall not be considered Advertising.
- B. **Agreement** shall mean this Exclusive Franchise Agreement for establishing and operating a Textile Recycling and Collection Bin Program in the CITY.

- C. **Applicable Law** shall mean any local, state, or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive or policy which is in effect, enacted, promulgated, issued or enforced by a court, administrative hearing officer or before a governmental body, during the term of this Contract, and related in any manner to the performance of the CITY or CONTRACTOR under this Contract.
- D. **CITY** shall mean the CITY of Greenacres, Palm Beach County, Florida.
- E. **CITY Council** shall mean the CITY Council of the CITY.
- F. **CITY Manager** shall mean the CITY Manager of the CITY, or his/her designated representative(s).
- G. **City Owned Real Property** shall mean real property owned by the CITY. Use (GU) zoning designation, specifically excluding city-owned rights-of-way.
- H. **Citywide Real Property** shall mean real property not owned by the CITY.
- I. **Collection** shall mean the process whereby textile recyclables dropped off, delivered, quantified, removed and transported from CONTRACTOR recycling bins, trucks and other collection points.
- J. **Collection Bin** shall mean any metal receptacle, with a defined capacity equal to a maximum of 800 pounds designed or intended to be manually dumped into a loader-packer type collection truck. All such Containers must be clearly marked in a manner that identifies it as a Textile Recycling receptacle (a/k/a collection receptacle) so as to prohibit their use for the disposal of other solid waste, medical waste, hazardous waste or foreign objects. The receptacle shall display the CITY logo and CONTRACTOR information, including the name, telephone number, and physical address of the business. CONTRACTOR shall put the following statement on each collection receptacle: "This is not a charity. Textile recycling collections made here support a for-profit business and are not tax deductible." In addition, these containers shall include a notification system that will help limit the number of container pickups. The quantity, style and color(s) of the Textile Recycling Collection Receptacles shall be approved by the CITY Manager or his/her designated representative(s).
- K. **Community Events** shall mean events sponsored or co-sponsored by the CITY and CONTRACTOR.
- L. **Contract Coordinator** shall mean the CITY employee designated by the City Manager to be the CITY's official representative, or if no such party shall thereby be so designated, it may be the City Manager, regarding matters pertaining to this Contract.
- M. **Contractor** shall mean the person or entity named above that has entered into this Contract to provide and manage the Textile Recycling and Collection Bin Program described herein for the Service Area.
- N. **County** shall mean Palm Beach County, Florida.
- O. **Day Bin Trucks** shall mean trucks that are utilized to pick up textiles from collection bins and may be utilized to ensure cleanliness at high volume locations as long as they are attended, limited in operation from 8:00 AM to 5:00 PM daily, and must be removed from each high volume site daily.

- P. **Franchise Fee** shall mean the revenues paid from the CONTRACTOR to the CITY for the right to the textile recycling and collection franchise.
- Q. **Gross Revenues** shall mean all revenues collected by the CONTRACTOR, from any source whatsoever, arising from, attributable to or in any way derived from the Textile Recycling services it provides pursuant to this Contract.
- R. **Hazardous Waste** shall mean Solid Waste, or a combination of Solid Wastes, 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; any waste, substance, object or material deemed hazardous under: (i) Section 403.703, Florida Statutes; (ii) RCRA, 42 U.S.C.A § 6901 et seq.; (iii) CERCLA, 42 U.S.C.A. § 9601 et seq; (iv) Toxic Substances Control Act, 15 U.S.C. §2601, et seq., and in each case, applicable regulations promulgated thereunder. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.
- S. **Ordinance** shall mean those parts of the code of the CITY.
- T. **Recovered Materials** shall mean those materials meeting the statutory definition set forth in F.S. 403.7046. Recovered Materials that meet the statutory definition are metal, paper, glass, plastic, textile, or rubber 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 above are not Solid Waste. Construction and Demolition Debris is not Recovered Materials.
- U. **Recyclable Materials** shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste. Textiles, for purposes of this exclusive franchise agreement, are Recyclable Materials to be collected by the Contractor under the parameters of this contract. Other known Recyclables shall include all materials that are accepted by a Designated Recycling Facility. These materials may be re-defined by the CITY from time-to-time, at the sole discretion of the CITY.
- V. **Recycling** shall mean any process by which materials which would otherwise have been Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products. The recycling process shall include the Textile Recycling program undertaken by the City through its exclusive franchise agreement with the Contractor, with the intent of redistributing textiles for reuse, return to use and for avoidance of landfill depletion.
- W. **Service Area** shall mean the municipal limits of the CITY.
- X. **Unacceptable Waste** shall refer to (a) Solid Waste; (b) Construction and Demolition Debris (c) Recoverable items other than Textiles (d) Hazardous Wastes, cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid, and refuse of similar nature; (e) any controlled substances regulated under the Controlled Substances Act, 21 USC 801 et seq., or any equivalent state law; (f) and, all other items of waste which the Contractor reasonably believes would be likely to pose a threat to public health or safety or the acceptance and disposal of which may cause damage to the Designated Textile Recycling Facility or that which may be in violation of any judicial decision, order, action, permit, authorization, license, approval or registration of any federal, state or local government or any agency thereof, or any other regulatory authority or applicable law or regulations.

SECTION 3: SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

The CONTRACTOR shall provide all Textile Recycling Services, as defined in Section 3 herein, within the Service Area, except as provided herein. Said service shall include, but may not be limited to the following which may be subject to modification by agreement of the parties:

3.1 FRANCHISE SERVICES

The CITY hereby grants the CONTRACTOR the right to erect, place, maintain, and install CITY approved textile recycling collection bins at City-owned or private properties as approved by the CITY.

3.2 COLLECTION BIN LOCATIONS

Upon contract execution, CONTRACTOR shall have the right to erect an approved number of collection bins and may utilize up to 4 day bin trucks, at high volume locations, on approved City or private properties. CONTRACTOR may seek the right to add additional collection bins based on the approval of the City Contract Coordinator. The approval process will be done by permit application, review and approval.

The CITY Contract Coordinator or his/her designated representative(s) must approve of all proposed containers prior to placement. The day bin trucks shall be utilized at a maximum of 4 high volume locations and may be in operation from 9:00 AM — 5:00 PM daily. These trucks must be attended and removed daily. No overnight parking is permitted.

The CITY Contract Coordinator or his/her designated representative(s) reserves the right to deny the CONTRACTOR'S collection bins access to certain public lands inside the CITY where it is in the best interest of the general public to do so due to conditions of such areas, including aesthetics, streets and traffic flow. The CONTRACTOR shall use best efforts to not interrupt the quality of life for any residents. No collection of any Textile Recycling Collection Bin may be undertaken before 7:00 A.M. or after 7:00 P.M. on any week day and no collection may occur on any Saturday, Sunday or Holiday. CONTRACTOR may seek exemption for collection regulations found herein from the City Contract Coordinator or his/her designee if it can be shown that no deleterious impact upon CITY residents will occur.

Prior to its placement of a Textile Recycling Collection Bin on a City-owned property, CONTRACTOR shall request and receive the written approval of the CITY for any Public Property location placement via permit application process. The bins shall be required to meet the CITY'S minimum requirements.

Prior to the placement of any Textile Recycling Collection Bin on privately-owned property, the Contractor shall submit written authorization from the Private Property Owner permitting said placement that shall be submitted to the City prior to the approval of each private property location placement via permit application process. The bins shall be required to meet the CITY'S minimum requirements.

3.3 COLLECTION BIN INSTALLATION, MAINTENANCE AND REMOVAL

All costs and expenses associated with the installation, removal, replacement, repair, maintenance, and general overall appearance including labor and materials, of collection bins, pursuant to this Agreement shall be borne solely by CONTRACTOR.

Installation and placement of all collection bins shall comply with all Federal, State, and Local rules and regulations; this shall include compliance with the Americans with Disabilities Act and applicable Florida Department of Transportation (FDOT) regulations.

CONTRACTOR shall install, maintain, and keep in good repair any and all such units that are placed in the CITY. Vandalized or otherwise damaged collection bin shall be replaced or repaired within seventy-two (72) hours.

CITY agrees to issue a no fee permit for all collection bins and any other appurtenances that are part of the installations covered by this Agreement. All CITY inspections of said installations shall be scheduled by CONTRACTOR for each bin and be required to meet CITY Code and/or other applicable laws.

At all times, CONTRACTOR shall maintain the units in a safe condition and shall make regular inspections at least two (2) times per week to ascertain that all units are safe and in good condition. CONTRACTOR shall maintain each unit in a good state of repair and appearance, and shall keep the surrounding area free of debris, and other rubbish. CONTRACTOR has seventy-two (72) hours to inspect, repair, and make safe any faulty unit that is reported or discovered during regular inspection.

CONTRACTOR shall use good faith efforts to remove debris in an area ten (10) feet from each side of the shelter.

CITY shall have the right to request removal and/or the relocation of a unit if the continued maintenance at the location concerned, will obstruct traffic or create a hazard to the public safety, welfare or convenience.

CONTRACTOR shall remove all CONTRACTOR owned property at the conclusion of the term of this Agreement, in the event that the Agreement is not extended. If CONTRACTOR fails to remove said property, within sixty (60) days of the date of the expiration of the Agreement the CITY shall have the right to accomplish said removal, with CONTRACTOR indemnifying the CITY and agreeing to reimburse CITY for all costs incurred for the removal.

In an Emergency event such as a hurricane warning, tornado, major storm, natural disaster, or other such event, the CITY Contract Coordinator or his/her designated representative(s) shall request that the CONTRACTOR remove all existing Textile Recycling and Collection Bins to a preapproved location in City or at an existing safe storage facility provided by the CONTRACTOR.

SECTION 4: FRANCHISE AGREEMENT TERMS

4.1 FRANCHISE FEES

The Franchise Fees/Payments shall be paid as follows:

CONTRACTOR shall pay \$50,000 (\$2,000 per bin) per year to the City as guaranteed revenue in equal monthly installments on the 10th day of each month, commencing July 10, 2018. Payment shall be submitted with monthly weight report. FTR shall provide monthly weight reports to the City detailing the amount of textiles recovered through the Program. For any additional bins beyond the original twenty-five (25) bins, contractor shall pay the City \$2,000 per year per bin in equal monthly installments.

Pricing may be adjusted at the CITY'S discretion upon each annual renewal based on the percent change in the Consumer Price Index, All Urban Consumers, for the Miami-Fort Lauderdale Region from June to June of each prior and renewal year, as published by the United States Department of Labor. Request for price adjustment shall be submitted to the City Contract Coordinator for approval at least sixty (60) calendar days prior to implementation of the new contract period.



If the agreement is terminated the parties agree that any payments due, will be prorated to the actual termination date.

4.2 CONTRACTOR GOODWILL

The CONTRACTOR agrees to work with the City to hold two (2) annual clothing and shoe drives, not to exceed one (1) week per drive to benefit the City. Revenue received by the City will be earmarked for education, safety, or otherwise directed by the City Council. The CONTRACTOR shall provide advertising, vehicles, and personnel subject to the City's approval. The City shall provide the collection locations for these drives. CONTRACTOR shall pay the City \$0.10 per pound of textile recyclables collected during the drives.

The contractor agrees to provide vouchers totaling \$2,500 annually in increments of \$25 each at a location of the City's choosing for the CITY's Community Endowment recipients at the CITY's discretion.

4.3 AUDITING

The CITY requests that the CONTRACTOR maintain monthly logs of the following substantive data:

1. Collection bins to be identified by site location;
2. Dates of collection from each collection bin;
3. Cumulative weight of respective bins during and at end of month;
4. Collective total weight tallied by monthly collections of CONTRACTOR

City may inspect and audit, or retain an independent third party to inspect and audit any and all books and records of the CONTRACTOR relevant to the computation of the Textile Recycling Bin Program collection total weight statistics, and may re-compute any amounts determined to be payable under this Contract. CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. All books and records of the CONTRACTOR relevant to the determination of textile recyclable franchise or associated fees due shall reside in the County. The cost of the audit will be borne by the CONTRACTOR, if as a result of the audit, the CITY determines that the CONTRACTOR has underpaid the textile recyclable payments owed in any amount.

4.4 METHOD OF BILLING AND PAYMENT

Any and all payments to the CITY shall be made payable to the following address:

City of Greenacres
Attn: Accounts Payable
5800 Melaleuca Lane
Greenacres, FL 33463

4.5 FAVORED NATION

In the event that the CONTRACTOR subsequently enters into an agreement for a term of more than 12 months (including renewal and option periods) for a textile recycling franchise with a governmental agency anywhere within Palm Beach County of comparable population size (within 10% of Greenacres'



Current Population) or less and under contract terms (an "Eligible Agreement"), the CONTRACTOR shall provide the City with a copy of the Eligible Agreement within 60 calendar days of execution thereof. If the City determines that the Eligible Agreement includes revenues that exceed the revenues as set forth herein, the City may provide written notice to Contractor of City's determination, and, if the City does so, the City's revenue shall automatically be increased to match the revenues of the Eligible Agreement and shall commence to be paid within 60 calendar days after written notice from the City of any such increase due was mailed by the CITY to the CONTRACTOR.

SECTION 5: INSURANCE AND INDEMNIFICATION POLICY

5.1 INSURANCE

- 5.1.1 CONTRACTOR shall provide, pay for, and maintain in force at all times during the services to be performed, insurance, to include Workers' Compensation Insurance, Comprehensive General Liability Insurance, and Automobile Liability Insurance with minimum coverage of at least one million dollars (\$1,000,000.00).

Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONTRACTOR shall specifically protect CITY by naming the CITY as an additional insured under the Product Liability Insurance Policy or certificate.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

- 5.1.2 Worker's Compensation Insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and such state where work is performed and all applicable federal laws.

- 5.1.3 Comprehensive General Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Independent Contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific Agreement.
- Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The CITY is to be named as additional insured with CONTRACTOR liability arising out of operations performed for CITY by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with such operation.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

- 5.1.4 Business Automobile Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition



of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office and must include:

- Owned vehicles.
- Hired and non-owned vehicles.
- Employers' non-ownership.

If no automobiles are owned by the CONTRACTOR, a statement to that extent will be provided to the CITY. Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days' notice of cancellation and/or restriction.

5.1.5 CONTRACTOR shall provide to CITY prior to the effective date of this Agreement a Certificate of Insurance or a copy of all insurance policies required by Section 6 including any subsection thereunder. CITY reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that CITY shall be given thirty (30) days' notice prior to expiration or cancellation of the policy.

5.1.6 CONTRACTOR hereby acknowledges and agrees that any and all risk of loss regarding the goods and services purchased hereunder shall be solely borne by CONTRACTOR until delivery and acceptance by CITY of the goods and services. The Certificate Holder address shall read:

City of Greenacres
5800 Melaleuca Lane
Greenacres, FL 33463

5.2 PROPERTY DAMAGE

The CONTRACTOR shall be responsible for the repair or replacement, if repair is not adequate of any damages to public or private property during the provision of textile recycling and collection service caused by the CONTRACTOR or the CONTRACTOR'S representative. The CONTRACTOR shall notify the City Contract Coordinator or his/her designee of any reports by city citizens or CONTRACTOR employees of property damage within twenty-four (24) hours of occurrence or report.

5.3 INDEMNIFICATION

5.3.1 CONTRACTOR shall at all times hereafter, indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, or employees in the performance of services under this Agreement.

5.3.2 CONTRACTOR further agrees, at all times hereafter, to indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of CONTRACTOR resulting from the performance of services under this Agreement for which CITY, its agents, or employees are alleged to be liable.

5.3.3 CONTRACTOR acknowledges and agrees that CITY would not enter into this Agreement without this indemnification of CITY by CONTRACTOR, and that CITY'S entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

SECTION 6: TERMINATION



This Agreement may be terminated with or without cause by the City upon one hundred twenty (120) days prior written notice to the CONTRACTOR, provided however, that for first sixty (60) days of this Agreement, the City may only terminate this Agreement for cause. Thereafter, the City may terminate with or without cause. Upon termination, CONTRACTOR shall be obligated to removal any and all textile collection bins within the City. The Agreement may be terminated for cause by the aggrieved party if the party in material breach has not corrected the breach within thirty (30) calendar days after written notice from the aggrieved party identifying the breach and the parties agree that a breach has occurred. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this agreement.

For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, the following:

1. CONTRACTOR'S failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than seven (7) days after delivery to CONTRACTOR of a written notice of such breach or default; and/or
2. CONTRACTOR'S abandonment of the work for a period of seven (7) days or more during the course of a year. Such days need not be consecutive; and/or
3. Any material misrepresentation, written or oral, made by the CONTRACTOR to the CITY; and/or
4. Failure by the CONTRACTOR to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or terms and conditions of this Agreement; and/or
5. Insolvency, bankruptcy, and/or suggestion of bankruptcy on the part of the CONTRACTOR or the assignment of assets for the benefit of creditors by the CONTRACTOR.

CONTRACTOR recognizes and agrees that in the event of the termination or expiration of this Agreement, it will be necessary to assist CITY and/or a selected successor to CONTRACTOR with an orderly transition of work. CONTRACTOR shall be paid in accordance with Article III for all services rendered through the date of termination. All CITY artwork, materials, and supplies provided to CONTRACTOR during the course of the work shall be returned in good condition (except for normal wear and tear) upon termination.

SECTION 7: EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

SECTION 8: PUBLIC ENTITY CRIME ACT

In accordance with Section 287.133, Florida Statutes, CONTRACTOR through execution of this Agreement, certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.



SECTION 9: THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

SECTION 10: ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without CITY's written consent, irrespective of any termination procedures identified herein.

CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

SECTION 11: PERFORMANCE OF WORK BY CONTRACTOR/SUBCONTRACTOR

- 11.1 It is expressly agreed that CONTRACTOR is and shall be in the performance of all work, services, and activities under this Agreement an independent contractor and not an employee, agent, or servant of the CITY. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to CONTRACTOR'S sole direction, supervision and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform and work, and in all manner in which it and its employees perform the work, and in all respects CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.
- 11.2 In the event CONTRACTOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered under this Agreement, CONTRACTOR must secure the prior written approval of CITY'S Purchasing Agent. Any subcontractor authorized to perform under this Agreement shall be required to possess the same insurance coverages as enumerated in Paragraph 5.1 herein.

SECTION 12: CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.



In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

SECTION 13: MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY'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.

SECTION 14: COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

SECTION 15: CONTRACT COORDINATOR

The CITY'S Contract Coordinator during the performance of services pursuant to this Agreement shall be Aileen Hernandez, Floodplain/Special Projects Coordinator.

SECTION 16: NO CONTINGENT FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee or sales representative 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 or sales representative working solely for CONTRACTOR any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 17: GOVERNING LAW AND VENUE

The Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 18: ATTORNEY'S FEES

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

SECTION 19: AUTHORITY TO ENGAGE IN BUSINESS

CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S Contract Coordinators upon request.

SECTION 20: JOINT PREPARATION

Each party and its respective legal counsel(s) have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

SECTION 21: JURISDICTION VENUE WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this

Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the CITY pursuant to Section 768.28 Florida Statutes.

SECTION 22: REQUISITE FORMALITY OF FUTURE MODIFICATIONS, ETC.

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

SECTION 23: PRIOR AGREEMENTS SUPERSEDED

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

SECTION 24: INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties and are hereby incorporated into and made a part of this Agreement.

SECTION 25: REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

SECTION 26: ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 27: SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

SECTION 28: NOTICE

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:

PURCHASING AGENT
CITY OF GREENACRES
5800 MELALEUCA LANE
GREENACRES, FL 33463

FOR CONTRACTOR:

MARC DOUGLAS
FLSC, LLC d/b/a FLORIDA TEXTILE RECYCLING PROGRAMS
135 WESTON RD. SUITE 319
WESTON, FL 33326



IN WITNESS WHEREOF, the parties hereto have set their hands and official seals
this 18th day of June, 2018.



CITY OF GREENACRES,
A municipal corporation of the State of
Florida

ATTEST:

[Signature]
City Clerk

BY: [Signature]
Mayor

ENDORSED AS TO FORM & LEGALITY:

[Signature]
City Attorney

(CORPORATE SEAL)

FIRM: FLSC, LLC

WITNESSES:

[Signature]
Cathy Ly

BY: [Signature]
Signature

MARK DOUGLAS
Typed Name

MGRM
Title

SWORN TO and SUBSCRIBED before me this 15th day of June, 2018.

(Seal)



Randi Whitcomb

Notary Public

My Commission Expires: April 7, 2022

[Signature]

CITY OF GREENACRES
PALM BEACH COUNTY, FLORIDA



REQUEST FOR PROPOSAL
TEXTILE RECYCLING & COLLECTION BIN PROGRAM
RFP NO. 18-005

DEPARTMENT OF FINANCE
Purchasing Division



CITY OF GREENACRES, FLORIDA

ADVERTISEMENT FOR PROPOSALS

TEXTILE RECYCLING & COLLECTION BIN PROGRAM

RFP NO. 18-005

The City of Greenacres, Florida is soliciting proposals from experienced and qualified companies to enter into a franchise agreement for the purpose of establishing a textile recycling and collection bin program.

Sealed proposals must be received on or before **Wednesday, February 28, 2018 at 3:00 PM** at the address below:

City of Greenacres
Purchasing Office, City Hall
5800 Melaleuca Lane
Greenacres, Florida 33463

All proposals shall be submitted with an original and three (3) copies in sealed envelopes/packages addressed to the Purchasing Administrator and marked "**RFP NO. 18-005 – TEXTILE RECYCLING & COLLECTION BIN PROGRAM**". Any proposal received after the designated date will be returned unopened.

Proposers desiring copies of the RFP document for use in preparing a proposal may obtain a set of such documents from the City's Website at <https://greenacresfl.gov/rfps> or by contacting the Purchasing Division at 5800 Melaleuca Lane, Greenacres, Florida 33463, Telephone (561) 642-2030.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the agreement to that proposer whose proposal best complies with the proposal specifications. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of ninety (90) days. Once opened, proposals become a record of the City and will not be returned to the proposers.

Monica Powery, CPPB
Purchasing Administrator

Dated: February 11, 2018
Published: Palm Beach Post



**CITY OF GREENACRES
REQUEST FOR PROPOSALS**

**TEXTILE RECYCLING & COLLECTION BIN PROGRAM
RFP NO. 18-005**

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CITY OF GREENACRES

SECTION I – GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION:

These documents constitute the complete set of specification requirements and proposal forms. The proposal is to be filled in, signed, sealed and mailed or presented to the Purchasing Division on or before the specified date and time.

It is sole responsibility of the proposer to ensure that his/her proposal reaches the Purchasing Division on or before the closing date and time. The City shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, email, telegram or facsimile will not be accepted.

The RFP time must be and shall be scrupulously observed. Under no circumstances will proposals delivered after the time specified be considered. Such proposals shall be returned to the proposer unopened.

All proposals must be typewritten or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. No electronic signature shall be accepted.

Proposers shall not be allowed to modify their proposals after the closing date and time. Proposal files may be examined during normal working hours, after RFP closing, by appointment only.

For information concerning this RFP, please contact:

City of Greenacres
Purchasing Division
5800 Melaleuca Lane
Greenacres, FL 33463-2399
(561) 642-2039

2. INQUIRIES:

Interested proposers may contact the City's Purchasing Administrator, Monica Powery, CPPB, with questions about the RFP by e-mail at mpowery@greenacresfl.gov. The Purchasing Division is located in the Greenacres City Hall at 5800 Melaleuca Lane, Greenacres, Florida 33463. All proposers are expected to carefully examine the RFP documents. Any ambiguities or inconsistencies should be brought to the attention of the City Purchasing Administrator through written communication. The Purchasing Administrator will receive written requests for clarification concerning the meaning or interpretations of this RFP, until ten (10) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

3. RFP TABULATION:

Proposers may download the RFP tabulation directly from the Internet at <http://greenacresfl.gov/rfps>. The City does not notify unsuccessful proposers of agreement awards.

4. POSTING OF RFP TABULATIONS:

RFP tabulations with recommended awards will be posted for review by interested parties at the Purchasing Division website prior to submission through the appropriate approval process and will remain posted for a period of five (5) calendar days. Failure to file a protest to the Purchasing Agent within the time prescribed shall constitute a waiver of proceedings.

5. RFP FORMS:

Proposers must use the original Proposal Form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposals on proposer quotation forms will not be accepted. Proposers may use an attachment as an addendum to the Proposal Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's proposal and presented in the form of an addendum to the original RFP documents.

6. DEVELOPMENT COSTS:

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

7. DELAYS:

The City may delay scheduled due dates if it is to the advantage of the City to do so. The City will notify proposers of changes in scheduled due dates by written addenda.

8. LICENSES AND PERMITS:

When applicable, it shall be the responsibility of the successful proposer to obtain at no additional cost to the City, any and all licenses and permit required to complete contractual service. A copy of these licenses shall be submitted with proposal. A copy of these permits shall be submitted prior to commencement of work. Fees for permits from the City shall be waived for work related to this RFP, however, the successful proposer must pay any applicable City Business Tax Receipt fees.

9. CERTIFICATIONS:

When applicable, proposer must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt for Palm Beach County. Copy of certificate and license must be submitted with proposal and must be in the name of the proposer shown on the Proposal page.

10. CONTRACT EXTENSION:

The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

11. AWARDS:

As the best interest of the City Council may require, the right is reserved to make award(s) by individual commodities/services, all or none or any combination thereof. A proposer desiring to propose "No Charge" must so indicate, otherwise the proposal will be construed as incomplete and may be rejected.

12. CONTRACTUAL AGREEMENT:

The form of the agreement will be determined by the City. If a sample agreement is included in the RFP, the City anticipates that the final agreement will be in substantial conformance with

this sample agreement; nevertheless, proposers are advised that any agreement that may result from the RFP may deviate from the sample agreement.

It is expressly agreed that the proposer is and shall be in the performance of all work, services, and activities under the agreement independent and not an employee, agent, or servant of the City. All persons engaged in any work, service or activity performed pursuant to the purchase order shall at all times and in all places be subject to proposer's sole direction, supervision and control. Proposer shall exercise control over the means and manner in which it and its employees perform and work. In all respects proposer's relationship and the relationship of its employees to the City shall be independent and not as employees or agents of the City.

This Request for Proposal shall be included and incorporated in the final award. The order of contractual precedence will be the agreement or price agreement document, original RFP terms and conditions, purchase order, and proposal. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. Any cost of expenses to enforce the agreement, including attorney's fees, incurred by the City of Greenacres shall be borne by the proposer. Any additional contract or agreement requested for consideration by proposer must be attached and enclosed as part of the proposal.

13. SUBCONTRACTING:

If a proposer subcontracts any portion of services provided under a resulting agreement for any reason, proposer must include, in writing, the name and address of the subcontractor and extent of work to be performed. This information shall be submitted with proposal response and approved by the City. The City reserves the right to reject a proposal, of any proposer, if the proposal names a subcontractor who has failed in the proper performance of an agreement or is not in position to perform properly under this award. Subcontractors shall be responsible for meeting and submitting the insurance and licensing requirements set forth in the RFP documents to the proposer, or the proposer shall extend their insurance policy to cover the subcontractor and their employees. It shall be the responsibility of the proposer to ensure that insurance and licenses required by this agreement are in effect.

14. PRICE/DELIVERY:

The City requires a firm price for the agreement period. Any fees incurred will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through the entire agreement term will be grounds for agreement termination.

All prices shall be F.O.B. destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims). Pricing shall include all transportation charges, labor, and equipment used for delivery to destination and any charges necessary for the exchange of any item that fails to meet specifications.

Price quoted must be the price for new merchandise and free from defects. Any proposals containing modifying or "escalator" clauses will not be considered unless specifically requested in the RFP specifications.

"Acceptance" as herein used means the acceptance by City of Greenacres, herein referred to as City, after the Purchasing Agent or his authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible. In the appropriate blank on the proposal form, the proposer must indicate the best delivery date after receipt of order (ARO). Deliveries resulting from this RFP are to be made during the normal working hours of the City. Time is of the essence and

the proposer's delivery date must be specified and adhered to. Should the proposer, to whom the order or agreement is awarded, fail to deliver on or before his/her stated date, the City reserves the right to CANCEL the order or agreement and make the purchase elsewhere. The successful proposer(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

15. NEWS RELEASES:

The proposer shall obtain the prior approval of the City Manager's Office for any and all news releases and/or other publicity pertaining to this RFP or the service, study or project to which it relates.

16. ADDITIONS OR DELETION OF SERVICES:

The City reserves the right to add to the services specified in this RFP, or to delete any portion of the scope of services at any time.

17. QUANTITIES:

The quantity requirements, if established herein, are estimated. The City reserves the right to increase or decrease the total quantities of any item or service to meet actual needs. There shall be no quantity pricing restrictions.

18. ACCEPTANCE/REJECTION:

The City reserves the right to accept or to reject any or all proposal and make the award to that proposer, who in the opinion of the City, will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject the proposal of any proposer who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who is not in a position to perform properly under this award. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

19. ALTERNATIVES/APPROVED EQUAL/DEVIATIONS:

Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the proposal. The City shall make the determination as to whether any alternate product or service is or is not equal, and such determination shall be final and binding upon all proposers.

The proposer shall be responsible for reading carefully, and understanding completely, the requirements and specifications of the items. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful proposer will be held responsible. Therefore deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that do not meet the City's specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time (reasonable time as determined by the City), the proposer will be required to compensate the City for difference in price incurred from going to the next ranked proposer.

20. NO BID:

Where more than one item is listed, any items not bid upon shall be indicated "NO BID." If no items are bid on, the "Statement of Non-Response" should be returned, with the envelope plainly marked "NO BID" and with the bid number. Failure to do so will be an indication that the proposer does not wish to be considered for future bids/RFPs.

21. OMISSION OF DETAILS:

Omission of any essential details from these specifications will not relieve the proposer of supplying such product(s) as specified.

22. MISTAKES:

In the event of extension error(s) the unit price will prevail and the proposer's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the proposer's total will be corrected accordingly. If there is a difference between the written price and the numerical price, the written price shall prevail. Proposers must check their proposal where applicable. Failure to do so will be at the proposer's risk. Proposals having erasures or corrections must be initialed in ink by the proposer.

23. AVAILABILITY OF FUNDS:

The obligations of the City under this award are subject to the availability of funds lawfully appropriated for its purpose by the Greenacres City Council.

24. PAYMENT:

The City will make payment after all commodities/services have been received/completed, accepted and properly invoiced as indicated in agreement and/or order. Invoices must bear the purchase order number. Payment shall be made within 30 days of such acceptance.

25. DISCOUNT:

Proposers may offer a discount for prompt payment. However, such discounts will not be considered for evaluation purposes, unless otherwise specified in Special Conditions. Proposers should reflect any discounts to be considered in the RFP evaluation in the unit price.

26. ADDITIONAL SERVICES:

The City may require additional services, similar in scope to the requirements of this RFP, from time to time. Services not specifically identified in this RFP may be added by mutual agreement of the Parties and approval of the City Manager.

27. TERMINATION:**a. Termination for Cause**

If, through any cause, the proposer shall fail to fulfill in a timely and proper manner, its obligations under the Purchase Order, or if the proposer shall violate any of the provisions of the Purchase Order, the City may upon written notice to the proposer, terminate the right of the proposer to proceed under the Purchase Order, and may hold the proposer liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the proposer under the agreement shall, at the option of the City, become the City's property and the proposer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The proposer, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the proposer, and the City may withhold any payments to the proposer for the purpose of off set until such time as the amount of damages due the City from the proposer is determined. The proposer shall not be held liable for damages solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the agreement because of such delay.

b. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel any agreement by giving the proposer a thirty (30) day written notice.

28. PERFORMANCE:

The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

29. CANCELLATION:

Orders will be subject to immediate cancellation if either product or service does not comply with specifications, as stated herein, or fails to meet the City's performance standards.

30. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful proposer, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the proposer.

31. MATERIAL SAFETY DATA SHEET:

In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any toxic substance resulting from this RFP. The MSDS must include the following information:

- (a) The identity used on the chemical product's label.
- (b) The chemical and the common name(s) of all ingredients that have been determined to be a health hazard.
- (c) Physical and chemical characteristics of the hazardous chemicals (i.e. vapor pressure, flashpoint).
- (d) The physical hazards of the hazardous chemical, including the potential for fire, explosion and reactivity.
- (e) The health hazards of the hazardous chemical, including signs and symptoms of exposure.
- (f) The primary route(s) of entry.
- (g) The Occupational Safety and Health Administration (OSHA) permissible exposure limit, American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value, and any other exposure limit used or recommended.
- (h) Whether the hazardous chemical is listed on the National Toxicology Program (NTP) Annual Report on Carcinogens (latest edition) or has been found to be a potential carcinogen.
- (i) Any general applicable precautions for safe handling and use that are known.
- (j) Any general applicable control measures that are known.
- (k) Emergency and first aid procedures.
- (l) The date of MSDS preparation or last change to it.
- (m) The name, address and telephone number of the chemical manufacturer or importer.

32. SAFETY REGULATIONS:

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

33. CODES AND REGULATIONS:

The proposer must strictly comply with all Federal, State and local building and safety codes.

34. FEDERAL AND STATE TAX:

The City is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

The City is exempt from Federal and State Taxes for tangible personal property. The Purchasing Agent will sign an exemption certificate submitted by the successful proposer. Vendors or contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any said vendor or contractor be authorized to use the City's tax exemption number in securing such materials.

35. LEGAL REQUIREMENTS:

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility.

- (a) Proposers doing business with the City are prohibited from discriminating against any employee, applicant or client because of race, creed, color, religion, national origin, sex, age or non-disqualifying physical or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- (b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a proposer submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie bids/proposals are received either from proposers who have all submitted a Drug-Free Workplace Certification or none of whom have submitted such certification, the award will be made in accordance with City purchasing procedures pertaining to tie bids/proposals.
- (c) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an agreement to provide any goods or services to a public entity, may not submit a proposal on an agreement with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (Currently \$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

36. UNIFORM COMMERCIAL CODE:

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded proposer and the City for any terms and conditions not specifically stated in the Request for Proposal.

37. INDEMNIFICATION:

Proposer agrees to protect, defend, reimburse, indemnify and hold the City, its agents, employees and elected officers and hold each of them free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the City by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with proposer's performance under this agreement, proposer's acts, omissions or operations hereunder, or the performance, nonperformance or purported performances of the proposer or any breach of the items of this agreement; provided, however, the proposer shall not be responsible to the City for damages resulting out of bodily injury or to property which proposer can establish as being attributable to the sole negligence of the City, its respective agents, servants, employees or officers.

This indemnification shall include, but not be limited to, suits, actions or claims brought because of any injuries or damage sustained by any person or property on account of the proposer's operations in connection with the agreement; or on account of or in consequence of any neglect in constructing the work; or because of any act or omission by the proposer; or because of any claims or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the proposer under his agreement; as is considered necessary by the City, or in the case no monies are due, his surety shall be held until such suits, actions or claims for injuries or damages, as aforesaid, shall have been steered and suitable evidence to the effect furnished to the City.

The proposer acknowledges and agrees that the City would not enter into an agreement without this indemnification of the City by the awarded proposer, and that the City's entering into an agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the agreement. Nothing in the agreement shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

38. CONE OF SILENCE:

The City complies with the Palm Beach County Lobbyist Registration Ordinance. Section 2-355, Cone of Silence, which provides for a prohibition on any communication, except for written correspondence, regarding a particular request for bid, request for qualification, bid, or any other competitive solicitation between any person or person's representative seeking an award and any member of the City Council or employee authorized to act on behalf of the City Council to award an agreement. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation and shall terminate at the time the City Council or department authorized to act on behalf of the City Council, awards or approves a proposal, rejects all proposals, responses, or otherwise takes action which ends the solicitation process.

All communications regarding this competitive solicitation shall be addressed in written form to Purchasing staff only. These provisions do not apply to oral communications at any public proceeding, selection committee presentation, or negotiation meeting.

39. CONFLICT OF INTEREST:

The award is subject to provisions of State Statutes and City Ordinances. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the City. Further, all proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of ten (10) percent or more in the proposer's firm or any of its branches.

40. NON-COLLUSION:

Proposer, by submitting a proposal, certifies that their proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in agreement cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s). Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any proposer is interested in more than one (1) proposal for work contemplated; all proposals in which such a proposer is interested will be rejected.

41. CODE OF ETHICS:

If any proposer violates or is a party to a violation of the code of ethics of Palm Beach County or the State of Florida with respect to this RFP, such proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting a response on any future bids/RFPs for work, goods or services for the City of Greenacres.

42. GOVERNING LAW AND VENUE:

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the agreement will be held in Palm Beach County and the agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended

to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

43. EEO STATEMENT:

The City is committed to assuring equal opportunity in the award of agreements and, therefore, complies with all laws prohibiting discrimination on the basis of race, creed, color, religion, national origin, sex, age and non-disqualifying physical or mental disability.

44. SEVERABILITY:

The invalidity, illegality, or unenforceability of any provision of the agreement, or the occurrence of any event rendering any portion or provision of the agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the agreement. Any void provision shall be deemed severed from the agreement and the balance of the agreement shall be construed and enforced as if the agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire agreement from being void should a provision which is of the essence of the agreement be determined to be void.

45. INSPECTOR GENERAL OF PALM BEACH COUNTY:

The proposer is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any resulting agreement and in furtherance thereof may demand and obtain records and testimony from the proposer and its subcontractors and lower tier subcontractors. The proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the proposer or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this agreement justifying its termination.

46. PUBLIC RECORDS:

Upon award recommendation or thirty (30) days after closing, whichever occurs first, proposals become public records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

47. RECORDS/AUDITS:

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

- (a) Keep and maintain public records required by the City in order to perform the service.
- (b) Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to

perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

48. PUBLIC RECORDS CUSTODIAN:

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
5800 MELALEUCA LANE
GREENACRES, FL 33463
(561) 642-2006
JCUNNINGHAM@GREENACRES
FL.GOV**



CITY OF GREENACRES

SECTION II – SPECIAL TERMS AND CONDITIONS

2-1. INTRODUCTION:

The City of Greenacres is soliciting proposals from experienced and qualified companies to enter into a franchise agreement for the purpose of establishing a textile recycling and collection bin program. Proposers shall become familiar with any and all local conditions that may, in any manner, affect the services required. The proposer shall carefully examine the Request for Proposal terms and conditions becoming thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under any resulting agreement. No additional allowance will be made due to lack of knowledge of these conditions.

2-2. DEFINITIONS:

- **RFP:** Request for Proposal. A formal request soliciting proposals. Includes specifications or Scope of Work and all contractual terms and conditions.
- **Proposal:** An offer in response to an RFP.
- **Proposer:** Company/person that submits a proposal. An Offeror.

2-3. PROPOSAL SUBMISSION AND WITHDRAWAL:

The proposals, consisting of **one original and three (3)** copies, shall be submitted within a sealed envelope or package clearly marked on the outside of the package as follows: **RFP NO. 18-005 – TEXTILE RECYCLING & COLLECTION BIN PROGRAM**. The package shall also include the proposer's return address. Proposals must be received by **3:00 pm on Wednesday, February 28, 2018** at the following address:

**CITY OF GREENACRES
PURCHASING DIVISION
CITY HALL
5800 Melaleuca Lane
Greenacres, Florida 33463**

The proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium. The City assumes no responsibility for proposals received after the advertised closing or at any office or location other than that specified herein, whether due to mail delays or other reasons. Proposals may not be faxed or submitted electronically. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the proposer. Telephone confirmation of timely receipt of the proposal may be made by calling (561) 642-2030, before the proposal closing time.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of ninety (90) days. Once opened, proposals become a record of the City and will not be returned to the proposers.

Proposal must be completed and manually signed by the authorized representative in the space provided. If the proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was incorporated, also the names and business addresses of its president, secretary and treasurer. The proposal shall bear the seal of the corporation attested by the secretary. Any one signing the proposal as agent shall file with the proposal, legal evidence of his authority to do so.

The proposal format is outlined in Section V of this RFP.

2-4. ADDENDA:

The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes, modifications or additional information may be provided by the City. It shall be the responsibility of each proposer, during and prior to RFP submittal to visit the City of Greenacres Website at <https://greenacresfl.gov/rfps> or contact the Purchasing Division at (561) 642-2030 to determine if addendums were issued and to obtain such addendums. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP closing will not be binding.

The City may issue written addenda up to seven (7) calendar days before the date fixed for receiving the proposals. All addenda issued by the City will include a receipt form, which **must** be signed and included with any proposals that are submitted to the City. In the event multiple addenda are issued, a separate receipt for each addendum must be included with the proposal at the time it is submitted to the City.

2-5. COMPETENCY AND MINIMUM QUALIFICATIONS OF PROPOSERS:

Proposals will only be considered from proposers which are regularly engaged in the business of providing services as described in this RFP and who can provide evidence that they have established a satisfactory record of performance in meeting the minimum and technical qualification requirements established in the RFP. The City reserves the right to inspect the proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine proposer's ability to perform. The City reserves the sole right to determine if a proposer can sufficiently and efficiently provide the required services/commodities in a timely and satisfactory manner as will be required by the specifications herein.

The proposer shall submit the following information with the proposal. This information, along with any other data the City considers pertinent, will be used in determining if the proposer is qualified to provide the work specified.

- A. Verification of the number of continuous years the proposer has been in business under the same ownership and management. Proposals will only be considered from proposers in business for a minimum of five (5) continuous years under the same ownership and management providing the services specified in the RFP document.
- B. A minimum of five (5) references for similar work (preference will be given to those with government experience). Provide a list and brief description of similar contracts of similar size, with location, dates of contract service, contact name, phone number, type of services provided, and address of proprietor(s). Proposer is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being considered.
- C. County Business Tax Receipt where the Business is located (included with the proposal).
- D. Business Tax Receipt for the City of Greenacres (needed before the agreement will be signed).

2-6. INSURANCE REQUIREMENTS:

The awarded proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the firm's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing agreement.

The proposer shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Comprehensive General Liability Insurance, and Business Automobile Liability Insurance with minimum coverage amounts acceptable to the City. All policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Firm shall specifically protect the City by naming the City Of Greenacres as an additional insured under the Policy or certificate.

Workers' Compensation Insurance is to apply for all employees in compliance with the Workers' Compensation Law of the State of Florida, the state where work is performed and all applicable federal laws.

Comprehensive General Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Independent Contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific agreement.

Personal Injury Coverage with Employee and contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office and must include:

- Owned vehicles.
- Hired and non-owned vehicles.
- Employers' non-ownership.

The proposer shall provide to the City prior to the effective date of the agreement a Certificate of Insurance or a copy of all insurance policies required including any subsection there under. The City reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that the City shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

Proposer hereby acknowledges and agrees that any and all risk of loss regarding the services identified hereunder shall be solely borne by proposer.

2-7. AGREEMENT AWARD & TERM:

The City anticipates entering into an agreement with the proposer who will be to the most responsive, responsible proposer whose proposal is determined to be the most advantageous to the City and in accordance with the criteria established in the RFP. The recommendations of the selection committee for the final ranking of proposers will be presented to the City Council for approval. Any agreement issue as a result of this RFP will be for an initial term of one (1) year with options for four (4) additional one-year renewals with the mutual agreement of both parties. This could result in a five (5) year agreement.

The proposer understands that this RFP does not constitute an offer or agreement with the proposer. An offer or agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City, and executed by all parties.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals. The City reserves the right to cancel the RFP or portions thereof without penalty. The City reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

The proposals will be evaluated and assigned points, the firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the City reserves the right to negotiate recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the agreement by reference as set forth herein.

2-8. CITY CONTRACT COORDINATOR:

The City Contract Coordinator for this project will be Aileen Hernandez, Floodplain/Special Projects Coordinator, and the telephone number is (561) 642-2050. After an agreement has been executed, all communications and correspondence shall be directed to the City Contract Coordinator, with email copies of the correspondence to Monica Powery, Purchasing Administrator, 5800 Melaleuca Lane, Greenacres, FL 33463, mpowery@greenacresfl.gov.

2-9. VENDOR SERVICE REPRESENTATIVE:

The proposer shall submit with their proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service.

2-10. PROTECTION OF PROPERTY:

The awarded vendor shall, at all times, guard against damage or loss to the property of the City of Greenacres or of other parties and shall be held responsible for replacing or repairing any such loss or damage.

2-11. DEBRIS:

The awarded vendor shall, at all times, ensure that the area within a ten (10) foot radius of the bin is kept clear of debris and/or textiles.

2-12. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES:

All proposers submitting a response to this RFP agree that such response also constitutes a bid to all political subdivisions of the State of Florida, under the same conditions, for the same prices and the same effective period as this RFP, should the proposal feel it is in their best interest to do so. This election shall be indicated by completion of the attached **Form 93-015**. This agreement in no way restricts or interferes with the right of any political subdivision of the State of Florida to re-bid any or all items.



CITY OF GREENACRES

SECTION III – SCOPE OF WORK

3-1. BACKGROUND:

The City of Greenacres, incorporated in 1926, is located in the central part of Palm Beach County, Florida, approximately five miles from the Atlantic Ocean. The City has a land area of 5.82 square miles with a population of 39,770 (BEBR Estimate 2017), making the City the eighth largest of the 38 cities in the county. The City provides a complement of municipal services including Fire and Emergency Medical Services, Parks and Recreation, Planning & Engineering, Building, and Public Works.

The City of Greenacres mission is to continually improve the quality of life by providing the best and most cost efficient public services and facilities to exceed the expectations of City residents and businesses. Some of the City's core values include integrity and professionalism, fiscal responsibility, teamwork, and customer service. Our vendors are truly partners in meeting our commitments to the community, and in support of the mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork, and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered.

3-2. SCOPE OF WORK:

The City of Greenacres desires to enter into a franchise agreement for the purpose of establishing a textile recycling and collection bin program, utilizing one of the options below. The City has interest in the placement of twenty-five (25) bins.

Option A: Awarding a franchise for the program on a citywide basis.

1. Includes the supply and maintenance by awarded company of an agreed upon number of collection boxes.
2. Collection boxes to be placed citywide on real property locations approved by the City.
3. Franchisee fees shall be a flat rate based upon the number of collection boxes and submitted to the City monthly.

Option B: Awarding a franchise for the program on a City owned property basis.

1. Includes the supply and maintenance by awarded company of an agreed upon number of collection boxes.
2. Collection boxes to be placed only on City owned real property approved by the City.
3. Franchisee fees shall be a flat rate based upon the number of collection boxes and submitted to the City monthly.

Proposers shall:

1. Submit a technical proposal stating how your company plans to incorporate a textile recycling and collection bin program in the City. Also include any public information and community outreach advertisements that are to be displayed on the City's website and/or other locations. State what those other locations are.
2. Provide new or like new textile recycling and collection bins. Include pictures of proposed boxes that include any logos, graphics, and/or writing that are to be placed on agreed upon locations.
3. Ensure that the service and maintenance for the bins meets City requirements. Include a proposed service and maintenance schedule for the bins.
4. Disclose any additional ongoing franchise relationships that are under contract.

3-3. BIN LOCATIONS:

The City and awarded vendor shall mutually agree upon approved real property locations for the placement of textile recycling and collection bins.

3-4. BINS/EQUIPMENT:

All textile recycling and collection bins furnished under this contract shall be state of the art. All costs for delivery, set up, servicing, replacement, and removal shall be the responsibility of the awarded vendor. All bins shall remain the property of the awarded vendor. All bins and related equipment shall meet and adhere to the proper safety codes. Awarded vendor shall bear any and all costs of building permits for structural upgrades, including but not limited to a level concrete base foundation and tie-downs that may be required for hurricane wind-related building codes. All bins shall be constructed so they are weather proof and resistant to rain and moisture.

The City is not responsible for any vandalism/damage to or theft of any bins. If any vandalism/damage shall occur, the vendor shall immediately rectify the situation and notify the Contract Coordinator.

3-5. PAYMENTS:

The awarded vendor shall submit a check for the franchise fees monthly, payable to the City of Greenacres for the exclusive right to supply, collect, and maintain textile recycling and collection bins on real property locations approved by the City.

3-6. EXEMPTIONS:

1. Residential: The awarded vendor shall in no manner prohibit the private and/or multi-family residential community to donate clothing/textiles as they deem appropriate.
2. Commercial: This program shall not restrict any commercial establishment as defined in Florida Statutes 436.7046, that generates source-separated recovered materials to sell or otherwise convey its recovered materials to the local government or to a facility designated by the local government, nor may the local government restrict such a generator's right to sell or otherwise convey such recovered materials to any properly certified recovered materials dealer who has satisfied the requirements of this section. A local government may not enact any ordinance that prevents such a dealer from entering into a contract with a commercial establishment to purchase, collect, transport, process, or receive source-separated recovered materials.
3. City Approved Non-Profits' Collections: The City and awarded vendor shall recognize and exempt non-profit collection periods for up to thirty (30) day periods during which registered charitable non-profit organizations may be allowed to display and operate collection/donation boxes following City Code and with Zoning and Land Development approval. Registered Charitable Non-Profit Organizations may apply to operate collection/donation boxes at their business site with an approved site plan amendment.



CITY OF GREENACRES

SECTION IV – EVALUATION AND AWARD PROCESS

4-1. PROCESS TIMETABLE:

- | | |
|--|-------------------|
| a. Advertisement | February 11, 2018 |
| b. All written questions and inquiries due by 5:00 P.M. | February 18, 2018 |
| c. All addendums shall be issued on or before 5:00 P.M. | February 21, 2018 |
| d. Proposals due no later than 3:00 P.M. | February 28, 2018 |
| e. Review and evaluate the proposals | |
| f. Posting of recommendation three workdays prior to award by City Council. | |
| g. Award by City Council | |
| h. The City may enter into an agreement after obtaining appropriate approvals and conducting negotiations. | |
| i. Notice to Proceed. | |

4-2. REVIEW OF PROPOSALS:

Each proposal will be reviewed by the Purchasing Division to determine if the proposal is responsive to the submission requirements outlined in the RFP. Only the proposals determined to meet the mandatory requirements, responsive and responsible, will be given to the Selection Committee to review. A responsive proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

A Selection Committee, consisting of City personnel, will convene, review, and discuss all proposals submitted. The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement.

4-3. EVALUATION PROCESS:

The purpose of the Evaluation Process is to judge the proposals submitted in response to the Request for Proposal to establish the highest ranked proposer. Each proposal will be evaluated by the selection committee using the criteria outlined herein to rank the proposers.

The City may conduct such investigations as deemed necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and the ability of the proposers to do the work in accordance with the RFP documents to the City's satisfaction.

During the evaluation process, the highest ranked proposers may be requested to provide an oral presentation to the selection committee. The selection committee will establish a final ranking of the proposers based on the criteria in the RFP. The Proposer with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any proposer deemed responsive and responsible.

4-4. EVALUATION CRITERIA:

Proposals will be evaluated using the three sets of criteria as follows: experience and qualifications of the company; price proposal and proposal requirements; and proposed products and services. See below for details for each of these criteria. Proposers meeting the mandatory criteria will have their proposals evaluated and ranked. A sample of the form that will be used in assigning points for specific criteria in the evaluation process is attached hereto.

A. Experience and Qualifications of the Company (40 points):

- Qualifications and experience of the proposing company, principals, and personnel.
- Number of years this company has been in business.
- References.
- Ability to comply with the full scope of the specifications.

B. Fee Proposal and Proposal Requirements (30 points):

- Proposed franchise fees that the City will receive on a monthly basis.
- Quality and thoroughness of the proposal submitted

C. Proposed Products and Services (30 points):

- The aesthetic qualities of the textile recycling and collection bins.
- Service and maintenance schedule for the bins.

4-5. FINAL SELECTION:

The City will select the proposal deemed most qualified based on the evaluation criteria. Upon selection, the City will enter into agreement negotiations with the successful proposer. The City reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the City reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

The City reserves the right, without prejudice, to reject any or all proposals. The City also reserves the right to waive any informalities, irregularities, and technicalities in proposals submitted. The City Council will select a firm based upon the recommendation of the Selection Committee. The City reserves the right to choose the "best value" to the City. All decisions of the City are final.



CITY OF GREENACRES

SECTION V – REQUIREMENTS FOR PROPOSAL PREPARATION

Proposals without sufficient submittal data to provide a complete evaluation will be considered nonresponsive. See the instructions below for specific submittal requirements. Any exceptions taken to the proposal specifications or sample agreement must be indicated separately with an itemization of each exception taken.

5-1. PROPOSAL FORMAT:

The proposal should be submitted on 8½" x 11" paper, portrait orientation, with headings and sections numbered appropriately. It is suggested that each copy of the proposal be included in a 3-ring binder. Ensure all information is written legibly or typewritten.

5-2. PROPOSAL CONTENT:

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein.

1. An original copy (so marked) of the proposal and three (3) copies must be sealed in one package and clearly labeled **"RFP 18-005 – TEXTILE RECYCLING & COLLECTION BIN PROGRAM"** on the outside of the package.
2. Title Page showing the request for proposal number, subject, the firm's name and address, the contact person's name and address, and the date of the proposal.
3. The Table of Contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.
4. Transmittal Letter summarizing in a brief and concise manner the proposer's understanding of the work to be performed, the commitment to perform the work within the anticipated time period, a statement why the firm believes itself to be best qualified to perform the engagement, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the proposer must sign the Letter of Transmittal indicating the agent's title or authority.
5. Proposal Forms: Include executed copies of the following forms attached to this Request for Proposal: Proposal Form, Proposer Qualifications, Professional References, Drug Free Workplace, Cooperative Purchasing (optional), List of Proposed Subcontractors (if applicable).
6. Technical Proposal: The purpose of the technical proposal is to demonstrate the qualifications, competence, and capacity of the company. It should specify an approach, equipment and service capabilities that will meet the Request for Proposal requirements.

The technical proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Proposal.

7. Copy of executed addendum receipt form(s) if applicable.
8. All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).
9. Any corrections of pricing must be initialed. This includes corrections made using correction fluid (whiteout) or any other method of correction.

5-3. **PROPOSAL CHECKLIST:**

All proposals shall be submitted on the City provided RFP package forms. Failure to do so may cause the proposal to be rejected. All blanks on the proposal forms must be completed. Supplemental information may be attached to the RFP package forms. Proposer shall return a complete set of all RFP package forms. Check each item below and make sure all of the required information is included the proposal. Failure to submit the required documents may result in your proposal being considered non-responsive.

- | | | |
|--|-----------|----------|
| 1. Original (so marked) and three (3) copies | Yes _____ | No _____ |
| 2. Title Page | Yes _____ | No _____ |
| 3. Table of Contents | Yes _____ | No _____ |
| 4. Transmittal Letter | Yes _____ | No _____ |
| 5. Proposal Form | Yes _____ | No _____ |
| 6. Proposer Qualifications form | Yes _____ | No _____ |
| 7. Professional References form | Yes _____ | No _____ |
| 8. Drug Free Workplace form | Yes _____ | No _____ |
| 9. Cooperative Purchasing form (optional) | Yes _____ | No _____ |
| 10. List of Proposed Subcontractors form | Yes _____ | No _____ |
| 11. Requirements as stated in Sections II & III | Yes _____ | No _____ |
| 12. Technical Proposal | Yes _____ | No _____ |
| 13. Minimum Qualifications of Proposers included in the proposal | Yes _____ | No _____ |
| 14. Executed Addendum Receipt Form(s) (if applicable) | Yes _____ | No _____ |
| 15. Manually signed by an authorized representative | Yes _____ | No _____ |
| 16. Copy of applicable insurance policies | Yes _____ | No _____ |
| 17. Vendor Service Representative has been identified | Yes _____ | No _____ |
| 18. Copy of State of Florida License | Yes _____ | No _____ |
| 19. Copy(ies) of any other applicable license(s)/certificates(s) | Yes _____ | No _____ |
| 20. Any other information relevant to the scope of work | Yes _____ | No _____ |



RFP NO. 18-005
TEXTILE RECYCLING & COLLECTION BIN PROGRAM

PROPOSAL FORM
(Page 1 of 2)

Option A Franchise Fee to be paid to the City for each bin placed on Citywide Real Property	
Placement of 10-15 Bins	\$_____ per bin/monthly
Placement of 16-20 Bins	\$_____ per bin/monthly
Placement of 21-25 Bins	\$_____ per bin/monthly
Placement of 26-30 Bins	\$_____ per bin/monthly
Placement of 31-35 Bins	\$_____ per bin/monthly
Placement of 36-40 Bins	\$_____ per bin/monthly

Option B Franchise Fee to be paid to the City for each bin placed on City Owned Real Property	
Placement of 10-15 Bins	\$_____ per bin/monthly
Placement of 16-20 Bins	\$_____ per bin/monthly
Placement of 21-25 Bins	\$_____ per bin/monthly
Placement of 26-30 Bins	\$_____ per bin/monthly
Placement of 31-35 Bins	\$_____ per bin/monthly
Placement of 36-40 Bins	\$_____ per bin/monthly



RFP NO. 18-005
TEXTILE RECYCLING & COLLECTION BIN PROGRAM

PROPOSAL FORM
(Page 2 of 2)

The undersigned, as proposer, hereby declares that the only person or persons interested in the RFP Proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the proposal to which the work pertains; that this proposal is made without connection or arrangement with any other person, company, or parties submitting a proposal; and that the proposal is in all respects fair and made in good faith without collusion or fraud.

The proposer further declares that the RFP proposal document, in its entirety, including the Scope of Work specifications for the work to be done and the other documents relating thereto have been examined. Proposer affirms that all exhibits, attachments, and addenda have also been read prior to the RFP closing and that proposer is satisfied fully, relative to all matters and conditions with respect to the work to which this RFP Proposal pertains. Proposer has given the City written notice of all conflicts, errors, or discrepancies that have been discovered in the proposal documents and the written resolution thereof by the City is acceptable.

The proposer agrees, if this proposal is accepted, to contract with the City of Greenacres, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the RFP Proposal and the Contract in the manner specified.

Acknowledgement is hereby made of the following Addenda received since issuance of RFP Documents:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

The undersigned hereby certifies that he/she is an authorized representative of the Company who may legally bind the Company:

***SIGNATURE:** _____ **DATE:** _____

Name: _____ Title: _____
Printed

Company Name: _____
Legal Name

Address: _____

City, State, Zip: _____

Telephone No.: _____ Fax No.: _____

Federal I. D. #: _____

***Failure to affix signature will result in disqualification of proposal.**



RFP NO. 18-005
TEXTILE RECYCLING & COLLECTION BIN PROGRAM

PROPOSER QUALIFICATIONS

The proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Business Tax Receipt in the area of their fixed business location. Each proposer MUST complete the following information and submit with their proposal in order for the proposal to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone: _____

Email: _____ Fax: _____

The length of time (continuous) in business under the above stated legal name: _____ years.

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, complete:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. The length of time (continuous) in business: _____ years

6. Length of time (continuous) in business in Florida: _____ years

Name and Title of Principal Officers:

Date Elected:

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Greenacres and will be a factor considered in awarding any resulting agreement. The purpose is to ensure that the proposer, in the sole opinion of the City of Greenacres, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject agreement.



RFP NO. 18-005
TEXTILE RECYCLING & COLLECTION BIN PROGRAM

PROFESSIONAL REFERENCES

Complete the form below with at least five (5) *current and pertinent* professional references that the City can contact in relation to proposer's qualifications and experience in completing similar projects. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	
Scope of work/ Project Description:		
Average response time for repairs:		

2. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	
Scope of work/ Project Description:		
Average response time for repairs:		

3. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	
Scope of work/ Project Description:		
Average response time for repairs:		

4. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	
Scope of work/ Project Description:		
Average response time for repairs:		



**RFP NO. 18-005
TEXTILE RECYCLING & COLLECTION BIN PROGRAM**

PROFESSIONAL REFERENCES – *CONTINUED*

5. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:

6. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:

7. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:

8. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:

Company Name: _____ Signature: _____

Printed Name & Title: _____ Date: _____



RFP NO. 18-005
TEXTILE RECYCLING & COLLECTION BIN PROGRAM
DRUG-FREE WORKPLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Greenacres for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____
(Individual's Name)

the _____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature

(Finance Form 93-014)



RFP NO. 18-005
TEXTILE RECYCLING & COLLECTION BIN PROGRAM

JOINT BIDDING, COOPERATIVE PURCHASING FORM
PURCHASING AGREEMENT WITH OTHER GOVERNMENTAL AGENCIES

This Certification submitted by _____,
(Individual's Name)

The _____ of _____,
(Title/Position with Vendor/Contractor) (Name of Company/Vendor)

Who does hereby certify that the proposal(s) submitted in response to the City of Greenacres RFP Project No. _____ for _____ shall constitute a bid to ANY Political Subdivision of the State of Florida under the same conditions, for the same prices and the same effective period as this bid, unless specifically declined below. This joint bid is submitted with the understanding that it in no way restricts or interferes with the right of ANY Political Subdivision of the State of Florida to re-bid any or all items.

Proposer accepts this condition _____

Proposer does not accept this condition _____

Signature

Address

City/State/Zip

Telephone Number

(Finance Form 93-015)



RFP NO. 18-005
TEXTILE RECYCLING & COLLECTION BIN PROGRAM

LIST OF PROPOSED SUBCONTRACTORS

The undersigned proposer hereby designates, as follows, all major subcontractors whom he/she proposes to utilize for the major areas of work for the project. The proposer is further notified that all subcontractors shall be properly licensed and shall be required to furnish the CITY with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information may be grounds for rejection of the proposer's proposal. **(If no subcontractors are proposed, state "None" on first line below.)**

Name and Address of Subcontractor	Scope of Work/Phase(s)	License #
1.		
2.		
3.		
4.		
5.		

Signature and Date _____

Title/Company _____

(Finance Form 94-017)

Attachment A

SAMPLE

PROPOSAL EVALUATION RFP NO. 18-005 TEXTILE RECYCLING & COLLECTION BIN PROGRAM

Proposer: _____

Committee Member: _____

I. Mandatory Criteria

Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, and will receive no further consideration.

Pass

☐

EVALUATION CRITERIA

MAXIMUM
POINTS

POINTS
AWARDED

II. EXPERIENCE AND QUALIFICATIONS OF COMPANY

- Qualifications and experience of the proposing company, principals, and personnel.
- Number of years this company has been in business.
- References.
- Ability to comply with the full scope of the specifications.

40

III. PRICE PROPOSAL AND PROPOSAL REQUIREMENTS

- Proposed franchise fees that the City will receive on a monthly basis
- Quality and thoroughness of the proposal submitted.

30

IV. PROPOSED PRODUCTS AND SERVICES

- The aesthetic qualities of the textile recycling and collection bins.
- Service and maintenance schedule for the bins.

30

SUBTOTAL THIS SHEET:

100

COMMENTS:

**Attachment B
SAMPLE
FRANCHISE AGREEMENT**

**Between
CITY OF GREENACRES, FLORIDA**

And

**For
TEXTILE RECYCLING & COLLECTION BIN PROGRAM
RFP NO. 18-005**

This is a Franchise Agreement, made and entered into by and between the CITY OF GREENACRES, a municipal corporation of the State of Florida, (hereinafter the "CITY"), through its City Council;

AND

_____, successors and assigns, (hereinafter "CONTRACTOR"). This Franchise Agreement dated _____, 2018.

WHEREAS, the CITY issued a Request for Proposal (RFP) for a textile and recycling bin program; and

WHEREAS, the CONTRACTOR, in response to the RFP (18-005), submitted a proposal which was relied upon by the City in selecting the CONTRACTOR to operate the Franchise; and

WHEREAS, the CITY desires to enter into an agreement with the CONTRACTOR under the terms and conditions of the Contract as contained herein; and

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

SECTION 1: AGREEMENT

1.1 TERM OF FRANCHISE AGREEMENT

The term of this Agreement shall be for one (1) year beginning on _____, 2018 and shall end on _____, 2019; unless otherwise extended under the terms hereof. This provision in no way limits the City's right to terminate this Agreement for cause at any time, pursuant to the Termination provisions of this Agreement.

1.2 OPTION TO RENEW

CONTRACTOR and CITY agree that this Agreement may be renewed for up to four (4) additional one (1) year terms upon mutual written consent of both parties. This provision in no way limits the City's right to terminate this Agreement for cause at any time, pursuant to the Termination provisions of this Agreement.

1.3 FRANCHISE

The CONTRACTOR shall for the term of the Contract have the exclusive franchise and the sole obligation to operate and maintain a comprehensive Textile Recycling and Collection Bin Program including the provision, placement, and maintenance of textile recycling collection bins in and upon approved properties identified and specified in this Contract. No other services shall be exclusive to the CONTRACTOR. The Contract specifically excludes the collection of recovered textile materials from commercial service units in the service area in compliance with the requirements for a local government found in §403.7046(3) F.S. (2014) and as may be amended from time to time.

The CITY shall enforce the exclusivity of this Contract through the Code Enforcement process. In the event that it is determined that a commercial establishment has not contracted with a City-registered Recoverable Hauler for textile recycling collection, the CITY shall notify the commercial establishment to cure the noncompliance. If the noncompliance is not cured, the CITY may file an appropriate code enforcement action before the City of Greenacres Code Enforcement Special Magistrate, or use any other suitable legal remedy applicable thereto as determined by the City.

1.4 EXEMPTIONS

1. Residential: The CONTRACTOR shall in no manner prohibit the private and/or multi-family residential community to donate clothing/textiles as they deem appropriate.
2. Commercial: This program shall not restrict any commercial establishment as defined in Florida Statutes 436.7046, that generates source-separated recovered materials to sell or otherwise convey its recovered materials to the local government or to a facility designated by the local government, nor may the local government restrict such a generator's right to sell or otherwise convey such recovered materials to any properly certified recovered materials dealer who has satisfied the requirements of this section. A local government may not enact any ordinance that prevents such a dealer from entering into a contract with a commercial establishment to purchase, collect, transport, process, or receive source-separated recovered materials.
3. City Approved Non-Profits' Collections: The City and awarded vendor shall recognize and exempt non-profit collection periods for up to thirty (30) day periods during which registered charitable non-profit organizations may be allowed to

display and operate collection/donation boxes following City Code and with Zoning and Land Development approval. Registered Charitable Non-Profit Organizations may apply to operate collection/donation boxes at their business site with an approved site plan amendment.

SECTION 2: DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the Code of the CITY shall apply. To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. Definitions contained herein shall not be interpreted to require the CONTRACTOR to undertake any conduct contrary to federal, state, or local law. When consistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

- A. **Advertising** shall mean any City-approved written communication for the purpose of promoting the City's Textile Recycling and Collection Bin Program either in a written advertisement upon one of the Contractor's recycling bins, advertisement on the CONTRACTOR's or CITY's website, or by use of any other promotional device previously approved by the City. The CONTRACTOR'S name in which it is doing business and written communication as specified in the Contract or written communication as directed by the CITY Manager or his/her designated representative(s), shall not be considered Advertising.
- B. **Agreement** shall mean this Exclusive Franchise Agreement for establishing and operating a Textile Recycling and Collection Bin Program in the CITY.
- C. **Applicable Law** shall mean any local, state, or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive or policy which is in effect, enacted, promulgated, issued or enforced by a court, administrative hearing officer or before a governmental body, during the term of this Contract, and related in any manner to the performance of the CITY or CONTRACTOR under this Contract.
- D. **CITY** shall mean the CITY of Greenacres, Palm Beach County, Florida.
- E. **CITY Council** shall mean the CITY Council of the CITY.
- F. **CITY Manager** shall mean the CITY Manager of the CITY, or his/her designated representative(s).
- G. **City Owned Real Property** shall mean real property owned by the CITY. Use (GU) zoning designation, specifically excluding city-owned rights-of-way.

- H. **Citywide Real Property** shall mean real property not owned by the CITY.
- I. **Collection** shall mean the process whereby textile recyclables dropped off, delivered, quantified, removed and transported from CONTRACTOR recycling bins, trucks and other collection points.
- J. **Collection Bin** shall mean any metal receptacle, with a defined capacity equal to a maximum of 800 pounds designed or intended to be manually dumped into a loader-packer type collection truck. All such Containers must be clearly marked in a manner that identifies it as a Textile Recycling receptacle (a/k/a collection receptacle) so as to prohibit their use for the disposal of other solid waste, medical waste, hazardous waste or foreign objects. The receptacle shall display the CITY logo and CONTRACTOR information, including the name, telephone number, and physical address of the business. CONTRACTOR shall put the following statement on each collection receptacle: "This is not a charity. Textile recycling collections made here support a for-profit business and are not tax deductible." In addition, these containers shall include a notification system that will help limit the number of container pickups. The quantity, style and color(s) of the Textile Recycling Collection Receptacles shall be approved by the CITY Manager or his/her designated representative(s).
- K. **Community Events** shall mean events sponsored or co-sponsored by the CITY and CONTRACTOR.
- L. **Contract Coordinator** shall mean the CITY employee designated by the City Manager to be the CITY's official representative, or if no such party shall thereby be so designated, it may be the City Manager, regarding matters pertaining to this Contract.
- M. **Contract Year** shall begin on _____, 2018 through _____, 2019. Each subsequent year shall begin subsequently.
- N. **Contractor** shall mean the person or entity named above that has entered into this Contract to provide and manage the Textile Recycling and Collection Bin Program described herein for the Service Area.
- O. **County** shall mean Palm Beach County, Florida.
- P. **Day Bin Trucks** shall mean trucks that are utilized to pick up textiles from collection bins and may be utilized to ensure cleanliness at high volume locations as long as they are attended, limited in operation from 8:00 AM to 5:00 PM daily, and must be removed from each high volume site daily.
- Q. **Franchise Fee** shall mean the revenues paid from the CONTRACTOR to the CITY for the right to the textile recycling and collection franchise.

- R. **Gross Revenues** shall mean all revenues collected by the CONTRACTOR, from any source whatsoever, arising from, attributable to or in any way derived from the Textile Recycling services it provides pursuant to this Contract.
- S. **Hazardous Waste** shall mean Solid Waste, or a combination of Solid Wastes, 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; any waste, substance, object or material deemed hazardous under: (i) Section 403.703, Florida Statutes; (ii) RCRA, 42 U.S.C.A § 6901 et seq.; (iii) CERCLA, 42 U.S.C.A. § 9601 et seq; (iv) Toxic Substances Control Act, 15 U.S.C. §2601, et seq., and in each case, applicable regulations promulgated thereunder. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.
- T. **Ordinance** shall mean those parts of the code of the CITY.
- U. **Recovered Materials** shall mean those materials meeting the statutory definition set forth in F.S. 403.7046. Recovered Materials that meet the statutory definition are metal, paper, glass, plastic, textile, or rubber 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 above are not Solid Waste. Construction and Demolition Debris is not Recovered Materials.
- V. **Recyclable Materials** shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste. Textiles, for purposes of this exclusive franchise agreement, are Recyclable Materials to be collected by the Contractor under the parameters of this contract. Other known Recyclables shall include all materials that are accepted by a Designated Recycling Facility. These materials may be re-defined by the CITY from time-to-time, at the sole discretion of the CITY.
- W. **Recycling** shall mean any process by which materials which would otherwise have been Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products. The recycling process shall include the Textile Recycling program undertaken by the City through its exclusive franchise agreement with the Contractor, with the intent of redistributing textiles for reuse, return to use and for avoidance of landfill depletion.
- X. **Service Area** shall mean the municipal limits of the CITY.

- Y. **Unacceptable Waste** shall refer to (a) Solid Waste; (b) Construction and Demolition Debris (c) Recoverable items other than Textiles (d) Hazardous Wastes, cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid, and refuse of similar nature; (e) any controlled substances regulated under the Controlled Substances Act, 21 USC 801 et seq., or any equivalent state law; (f) and, all other items of waste which the Contractor reasonably believes would be likely to pose a threat to public health or safety or the acceptance and disposal of which may cause damage to the Designated Textile Recycling Facility or that which may be in violation of any judicial decision, order, action, permit, authorization, license, approval or registration of any federal, state or local government or any agency thereof, or any other regulatory authority or applicable law or regulations.

SECTION 3: SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

The CONTRACTOR shall provide all Textile Recycling Services, as defined in Section 3 herein, within the Service Area, except as provided herein. Said service shall include, but may not be limited to the following which may be subject to modification by agreement of the parties:

3.1 FRANCHISE SERVICES

The CITY hereby grants the CONTRACTOR the right to erect, place, maintain, and install CITY approved textile recycling collection bins at City-owned or private properties as approved by the CITY.

3.2 COLLECTION BIN LOCATIONS

Upon contract execution, CONTRACTOR shall have the right to erect an approved number of collection bins and may utilize up to 4 day bin trucks, at high volume locations, on approved City or private properties. CONTRACTOR may seek the right to add additional collection bins based on the approval of the City Contract Coordinator. The approval process will be done by permit application, review and approval.

The CITY Contract Coordinator or his/her designated representative(s) must approve of all proposed containers prior to placement. The day bin trucks shall be utilized at a maximum of 4 high volume locations and may be in operation from 9:00 AM — 5:00 PM daily. These trucks must be attended and removed daily. No overnight parking is permitted.

The CITY Contract Coordinator or his/her designated representative(s) reserves the right to deny the CONTRACTOR'S collection bins access to certain public lands inside the CITY where it is in the best interest of the general public to do so due to conditions of such areas, including aesthetics, streets and traffic flow. The CONTRACTOR shall use best efforts to not interrupt the quality of life for any residents. No collection of any Textile Recycling Collection Bin may be undertaken before 7:00 A.M. or after 7:00 P.M. on any

week day and no collection may occur on any Saturday, Sunday or Holiday. CONTRACTOR may seek exemption for collection regulations found herein from the City Contract Coordinator or his/her designee if it can be shown that no deleterious impact upon CITY residents will occur.

Prior to its placement of a Textile Recycling Collection Bin on a City-owned property, CONTRACTOR shall request and receive the written approval of the CITY for any Public Property location placement via permit application process. The bins shall be required to meet the CITY'S minimum requirements.

Prior to the placement of any Textile Recycling Collection Bin on privately-owned property, the Contractor shall submit written authorization from the Private Property Owner permitting said placement that shall be submitted to the City prior to the approval of each private property location placement via permit application process. The bins shall be required to meet the CITY'S minimum requirements.

3.3 COLLECTION BIN INSTALLATION, MAINTENANCE AND REMOVAL

All costs and expenses associated with the installation, removal, replacement, repair, maintenance, and general overall appearance including labor and materials, of collection bins, pursuant to this Agreement shall be borne solely by CONTRACTOR.

Installation and placement of all collection bins shall comply with all Federal, State, and Local rules and regulations; this shall include compliance with the Americans with Disabilities Act and applicable Florida Department of Transportation (FDOT) regulations. CONTRACTOR shall install, maintain, and keep in good repair any and all such units that are placed in the CITY. Vandalized or otherwise damaged collection bin shall be replaced or repaired within seventy-two (72) hours.

CITY agrees to issue a no fee permit for all collection bins and any other appurtenances that are part of the installations covered by this Agreement. All CITY inspections of said installations shall be scheduled by CONTRACTOR for each bin and be required to meet CITY Code and/or other applicable laws.

At all times, CONTRACTOR shall maintain the units in a safe condition and shall make regular inspections at least two (2) times per week to ascertain that all units are safe and in good condition. CONTRACTOR shall maintain each unit in a good state of repair and appearance, and shall keep the surrounding area free of debris, and other rubbish. CONTRACTOR has seventy-two (72) hours to inspect, repair, and make safe any faulty unit that is reported or discovered during regular inspection.

CONTRACTOR shall use good faith efforts to remove debris in an area ten (10) feet from each side of the shelter.

CITY shall have the right to request removal and/or the relocation of a unit if the continued maintenance at the location concerned, will obstruct traffic or create a hazard to the public safety, welfare or convenience.

CONTRACTOR shall remove all CONTRACTOR owned property at the conclusion of the term of this Agreement, in the event that the Agreement is not extended. If CONTRACTOR fails to remove said property, within sixty (60) days of the date of the expiration of the Agreement the CITY shall have the right to accomplish said removal, with CONTRACTOR indemnifying the CITY and agreeing to reimburse CITY for all costs incurred for the removal.

In an Emergency event such as a hurricane warning, tornado, major storm, natural disaster, or other such event, the CITY Contract Coordinator or his/her designated representative(s) shall request that the CONTRACTOR remove all existing Textile Recycling and Collection Bins to a preapproved location in City or at an existing safe storage facility provided by the CONTRACTOR.

SECTION 4: FRANCHISE AGREEMENT TERMS

4.1 FRANCHISE FEES

The Franchise Fees/Payments shall be paid as follows:

CONTRACTOR shall pay \$_____ per year to the City in equal installments on the 1st day of each month. Commencing _____, 2018, and yearly thereafter upon renewal.

Pricing may be adjusted at the CITY'S discretion upon each annual renewal based on the percent change in the Consumer Price Index, All Urban Consumers, for the Miami-Fort Lauderdale Region from June to June of each prior and renewal year, as published by the United States Department of Labor. Request for price adjustment shall be submitted to the City Contract Coordinator for approval at least sixty (60) calendar days prior to implementation of the new contract period.

If the agreement is terminated the parties agree that any payments due, will be prorated to the actual termination date.

4.2 AUDITING

The CITY requests that the CONTRACTOR maintain monthly logs of the following substantive data:

1. Collection bins to be identified by site location;
2. Dates of collection from each collection bin;
3. Cumulative weight of respective bins during and at end of month;
4. Collective total weight tallied by monthly collections of CONTRACTOR

City may inspect and audit, or retain an independent third party to inspect and audit any and all books and records of the CONTRACTOR relevant to the computation of the Textile Recycling Bin Program collection total weight statistics, and may re-compute any amounts determined to be payable under this Contract. CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. All books and records of the CONTRACTOR relevant to the determination of textile recyclable franchise or associated fees due shall reside in the County. The cost of the audit will be borne by the CONTRACTOR, if as a result of the audit, the CITY determines that the CONTRACTOR has underpaid the textile recyclable payments owed in any amount.

4.3 METHOD OF BILLING AND PAYMENT

Any and all payments to the CITY shall be made payable to the following address:

City of Greenacres
Attn: Accounts Payable
5800 Melaleuca Lane
Greenacres, FL 33463

4.4 FAVORED NATION

In the event that the CONTRACTOR subsequently enters into an agreement for a term of more than 12 months (including renewal and option periods) for a textile recycling franchise with a governmental agency anywhere within Palm Beach County of comparable population size (within 10% of Greenacres' Current Population) or less and under contract terms (an "Eligible Agreement"), the CONTRACTOR shall provide the City with a copy of the Eligible Agreement within 60 calendar days of execution thereof. If the City determines that the Eligible Agreement includes revenues that exceed the revenues as set forth herein, the City may provide written notice to Contractor of City's determination, and, if the City does so, the City's revenue shall automatically be increased to match the revenues of the Eligible Agreement and shall commence to be paid within 60 calendar days after written notice from the City of any such increase due was mailed by the CITY to the CONTRACTOR.

SECTION 5: INSURANCE AND INDEMNIFICATION POLICY

5.1 INSURANCE

5.1.1 CONTRACTOR shall provide, pay for, and maintain in force at all times during the services to be performed, insurance, to include Workers' Compensation Insurance, Comprehensive General Liability Insurance, and Automobile Liability

Insurance with minimum coverage of at least one million dollars (\$1,000,000.00).

Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONTRACTOR shall specifically protect CITY by naming the CITY as an additional insured under the Product Liability Insurance Policy or certificate.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

5.1.2 Worker's Compensation Insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and such state where work is performed and all applicable federal laws.

5.1.3 Comprehensive General Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Independent Contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific Agreement.
- Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The CITY is to be named as additional insured with CONTRACTOR liability arising out of operations performed for CITY by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with such operation.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

5.1.4 Business Automobile Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office and must include:

- Owned vehicles.
- Hired and non-owned vehicles.
- Employers' non-ownership.

If no automobiles are owned by the CONTRACTOR, a statement to that extent will be provided to the CITY. Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days' notice of cancellation and/or restriction.

- 5.1.5 CONTRACTOR shall provide to CITY prior to the effective date of this Agreement a Certificate of Insurance or a copy of all insurance policies required by Section 6 including any subsection thereunder. CITY reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that CITY shall be given thirty (30) days' notice prior to expiration or cancellation of the policy.
- 5.1.6 CONTRACTOR hereby acknowledges and agrees that any and all risk of loss regarding the goods and services purchased hereunder shall be solely borne by CONTRACTOR until delivery and acceptance by CITY of the goods and services. The Certificate Holder address shall read:

City of Greenacres
5800 Melaleuca Lane
Greenacres, FL 33463

5.2 PROPERTY DAMAGE

The CONTRACTOR shall be responsible for the repair or replacement, if repair is not adequate of any damages to public or private property during the provision of textile recycling and collection service caused by the CONTRACTOR or the CONTRACTOR'S representative. The CONTRACTOR shall notify the City Contract Coordinator or his/her designee of any reports by city citizens or CONTRACTOR employees of property damage within twenty-four (24) hours of occurrence or report.

5.3 INDEMNIFICATION

- 5.3.1 CONTRACTOR shall at all times hereafter, indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, or employees in the performance of services under this Agreement.
- 5.3.2 CONTRACTOR further agrees, at all times hereafter, to indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of CONTRACTOR resulting from the performance of services under this Agreement for which CITY, its agents, or employees are alleged to be liable.
- 5.3.3 CONTRACTOR acknowledges and agrees that CITY would not enter into this Agreement without this indemnification of CITY by CONTRACTOR, and that

CITY'S entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

SECTION 6: TERMINATION

This Agreement may be terminated by either party for cause, or by CITY for convenience, upon thirty (30) days written notice from the terminating party to other party. In the event of such termination, CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated by CITY, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination.

For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, the following:

1. CONTRACTOR'S failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than seven (7) days after delivery to CONTRACTOR of a written notice of such breach or default; and/or
2. CONTRACTOR'S abandonment of the work for a period of seven (7) days or more during the course of a year. Such days need not be consecutive; and/or
3. Any material misrepresentation, written or oral, made by the CONTRACTOR to the CITY; and/or
4. Failure by the CONTRACTOR to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or terms and conditions of this Agreement; and/or
5. Insolvency, bankruptcy, and/or suggestion of bankruptcy on the part of the CONTRACTOR or the assignment of assets for the benefit of creditors by the CONTRACTOR.

CONTRACTOR recognizes and agrees that in the event of the termination or expiration of this Agreement, it will be necessary to assist CITY and/or a selected successor to CONTRACTOR with an orderly transition of work. CONTRACTOR shall be paid in accordance with Article III for all services rendered through the date of termination. All CITY artwork, materials, and supplies provided to CONTRACTOR during the course of the work shall be returned in good condition (except for normal wear and tear) upon termination.

SECTION 7: EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

SECTION 8: PUBLIC ENTITY CRIME ACT

In accordance with Section 287.133, Florida Statutes, CONTRACTOR through execution of this Agreement, certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

SECTION 9: THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

SECTION 10: ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without CITY's written consent, irrespective of any termination procedures identified herein.

CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

SECTION 11: PERFORMANCE OF WORK BY CONTRACTOR/SUBCONTRACTOR

11.1 It is expressly agreed that CONTRACTOR is and shall be in the performance of

all work, services, and activities under this Agreement an independent contractor and not an employee, agent, or servant of the CITY. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to CONTRACTOR'S sole direction, supervision and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform and work, and in all manner in which it and its employees perform the work, and in all respects CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

- 11.2 In the event CONTRACTOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered under this Agreement, CONTRACTOR must secure the prior written approval of CITY'S Purchasing Agent. Any subcontractor authorized to perform under this Agreement shall be required to possess the same insurance coverages as enumerated in Paragraph 5.1 herein.

SECTION 12: CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

SECTION 13: MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY '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.

SECTION 14: COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

SECTION 15: CONTRACT COORDINATOR

The CITY'S Contract Coordinator during the performance of services pursuant to this Agreement shall be Aileen Hernandez, Floodplain/Special Projects Coordinator.

SECTION 16: NO CONTINGENT FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee or sales representative 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 or sales representative working solely for CONTRACTOR any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 17: GOVERNING LAW AND VENUE

The Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 18: ATTORNEY'S FEES

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

SECTION 19: AUTHORITY TO ENGAGE IN BUSINESS

CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S Contract Coordinators upon request.

SECTION 20: JOINT PREPARATION

Each party and its respective legal counsel(s) have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the

resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

SECTION 21: JURISDICTION VENUE WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this

Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the CITY pursuant to Section 768.28 Florida Statutes.

SECTION 22: REQUISITE FORMALITY OF FUTURE MODIFICATIONS, ETC.

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

SECTION 23: PRIOR AGREEMENTS SUPERSEDED

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

SECTION 24: INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties and are hereby incorporated into and made a part of this Agreement.

SECTION 25: REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

SECTION 26: ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 27: SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

SECTION 28: NOTICE

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:

PURCHASING AGENT
CITY OF GREENACRES
5800 MELALEUCA LANE
GREENACRES, FL 33463

FOR CONTRACTOR:

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals this _____ day of _____, 2018.

CITY OF GREENACRES,
A municipal corporation of the State of
Florida

ATTEST:

BY: _____
Mayor

City Clerk

ENDORSED AS TO FORM & LEGALITY:

City Attorney

(CORPORATE SEAL)

FIRM:

WITNESSES:

BY: _____
Signature

Typed Name

Title

SWORN TO and SUBSCRIBED before me this _____ day of _____, 2018.

(Seal)

Notary Public

My Commission Expires: _____

**FLSC, LLC.
3911 SW 47TH Ave STE 903
Davie, FL 33314**

Mr. Ralph Trapani
Solid Waste Manager
City of Miramar
2300 Civic Center Place,
Miramar, Florida 33025

Dear Mr. Trapani,

FLSC, LLC, d/b/a FLORIDA Textile Recycling Programs, would like to formally offer to the City of Miramar our Clothing and Textile Recycling Program with the same Pricing, Terms and Conditions as our Contract with the City of Greenacres, Florida, resulting from Request for Proposal ("RFP") 18-005.

If you need any additional information or have any other questions, please give me a call at 954.214.5912.

Thank you.

A handwritten signature in blue ink, appearing to read 'Marc Douglas', with a long horizontal flourish extending to the right.

Marc Douglas, MGRM
FLSC, LLC