

CITY OF COCOA BEACH REQUEST FOR PROPOSAL

CB 26 - 008



RESIDENTIAL & COMMERCIAL SOLID WASTE SERVICES

**CITY OF COCOA BEACH
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1. GENERAL INFORMATION

The City of Cocoa Beach, hereinafter referred to as the “City”, is requesting proposals from contractors to provide, via an exclusive franchise; solid waste, single stream recyclable materials, bulky waste, white goods, and yard waste collection, as well as processing and disposal services within the city limits. All proposers, hereinafter referred to as the “Proposer”, must be legal entities authorized to do business in the State of Florida.

The proposal package, other information, and addendums (if issued) may be obtained at www.cityofcocoabeach.com/bids and www.demandstar.com. The requirements contained herein apply to all offers made to the City by all prospective Proposers and include, but are not limited to, Request for Quotes, Request for Proposals, and Invitation to Bid. As such, the words "bid" and "proposal" are interchangeable in reference to all offers submitted by prospective Proposers.

The Proposer shall deliver or mail sealed proposals to the City of Cocoa Beach Clerk’s office, located inside the City Hall at 2 South Orlando Ave, Cocoa Beach FL 32931 on or before Friday, May 1st, 2026, at 2:00 pm local time. All proposals shall be confidential pursuant to Florida Statutes Chapter 119, entitled Public Records, Paragraph 119.07.

The proposal must show the Proposer’s name, bid number, bid name, and time & date of bid opening on the outside of the proposal package. The Proposer shall submit one (1) original and five (5) copies of the proposal, along with a flash drive containing one (1) file in PDF format of original proposal exactly as submitted. The original proposal must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the proposing firm by his/her signature.

Delivery of the sealed proposals to the City Clerk’s office on or before the above date is solely and strictly the responsibility of the Proposer. Late proposals shall be considered unresponsive and be returned unopened to the Proposer. Late proposals will not be accepted. The City Manager or designee will be the official authority for determining late proposals.

It is the Proposer’s responsibility to become fully informed as to the nature and extent of the work required before submission of the proposal. No plea of ignorance by the Proposer concerning conditions that exist will be accepted as the basis for varying the requirements of the City or the compensation to the Proposer.

Should any interested Proposer find any part of the specifications or terms and conditions to be discrepant, incomplete, or questionable in any respect, it shall be the responsibility of the concerned Proposer to immediately call such matters to the attention of the Proposal Coordinator.

Any Proposer may withdraw its submittal prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Proposal Coordinator. After the deadline, proposals become a record of the City and will not be returned to the Proposer.

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The withdrawal letter must clearly state that the Proposer has withdrawn any offer contained in the RFP and, as such, a withdrawal is irrevocable. Proposal documents are exempt from public records disclosure for a period of thirty (30) days or when a Notice of Intent to Award is issued, whichever comes sooner per Florida Statutes, Section 119.071.

SCHEDULE OF EVENTS

The schedule below is the City’s intended course of action for this project. The City will follow the schedule to the extent possible, however, the City reserves the right to change both the sequence and timing if deemed necessary.

Advertise Proposal	Sunday, March 29, 2026
Mandatory Pre-Proposal Meeting	Friday, April 10, 2026
Deadline for Written Questions	Friday, April 17, 2026
Addendum Posted	Wednesday, April 22, 2026
Deadline for Submission/Public Bid Opening	Friday, May 01, 2026
Commission Meeting	TBD

MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held on **Friday, April 10, 2026, at 10:00 am** in the Commission Chambers located at 2 South Orlando Ave, Cocoa Beach, FL 32931. The pre-proposal meeting will allow all Proposers the opportunity to bring forward any questions concerning this RFP. All interested parties are required to attend. Any proposal received from a firm not represented at the pre-proposal meeting will be disqualified from consideration. An attendee may represent only one (1) firm.

PUBLIC OPENING

All proposals will be publicly opened immediately following the submission deadline. The purpose of the public opening is for acknowledgement of proposals received. Only the names of the Proposers will be announced at that time. No award will be made or implied. The documents will not be reviewed or evaluated. No discussion of any nature concerning the submissions will be held. A copy of the opening document will be posted to City’s website after opening. All Proposers and their representatives are invited to attend the public opening. Proposals will be publicly recorded.

REVIEW COMMITTEE

A review committee, utilizing the selection criteria presented in section **4. EVALUATION & SCORING**, will conduct a review of the proposals and recommend selection of the most qualified Proposer(s). The selected proposals and Proposer(s) will be ranked and may be presented to the City Commission for final selection. The City Commission retains the right to accept or reject the recommendations of the review committee and select a qualified Proposer(s) which, at the sole discretion of the City Commission, is determined to be the best-qualified Proposer(s) to serve the interest of the City.

RESERVED RIGHTS

The City reserves the right to accept or reject any or all submissions, to accept any or all parts of the submission, to waive any irregularities and technicalities, and to request resubmission if it is deemed in the best interest of the City. The City, in its sole discretion,

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may expand or decrease the scope of work to include, modify, or exclude additional requirements. In the event of a sole proposal, the City reserves the right to reject the sole proposal.

The City reserves the right to investigate, as it deems necessary, to determine the ability of any firm to perform the work or services requested. The Proposer(s), upon request, shall provide information the City deems necessary in order to make a determination.

The City reserves the right to require the Proposer to submit documentation from a Certified Public Accountant verifying the Proposer's financial status, including ownership of or interest in equipment and facilities, prior to award.

PROPOSAL COORDINATOR

The Proposal Coordinator and designated liaison for the City is:

Taylor Mottolo, Project Manager

Email: taylor.mottolo@cityofcocoa.beach.com

The City will not respond to oral inquiries. Proposers may submit written inquiries regarding this RFP to the Proposal Coordinator via email. The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. All written addenda will be issued through the City's website at www.cityofcocoa.beach.com/asp and www.demandstar.com. It shall be the responsibility of the Proposer, prior to submitting its proposal, to determine if addenda were issued, acknowledging same, and incorporating them into the proposal.

Proposers shall direct all communications regarding this RFP to the Proposal Coordinator. Contact of the City Commission, City Manager, or any other City staff member prior to the formal award for this project shall be cause for rejection.

COSTS OF PROPOSAL PREPARATION AND/OR PRESENTATION

The City shall not be liable for any expense whatsoever incurred in connection with the preparation of a response to this RFP. The Proposer shall prepare a proposal with the understanding that no claim for reimbursement shall be submitted for the expense of proposal preparation and/or oral or written presentation(s).

The review committee, at its discretion, may conduct discussions with and may require public presentations, oral interviews, or questions and answer sessions by shortlisted firms regarding their qualifications, approach to the project, and ability to furnish the required services. The City shall not be responsible for any expenses incurred for such presentations.

COLLUSION

By affixing a signature to this proposal, the Proposer certifies that the proposal is made without any previous understanding, agreement, or connection with either any previous firms or corporations offering a proposal for the same items, or with the City. The Proposer also certifies that its proposal is in all respects fair and without outside control, collusion, fraud, or otherwise illegal action.

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COPYRIGHTS & PATENTS

The Proposer warrants that there will be no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this proposal. The Proposer agrees to hold the City harmless for all liability, loss, or expense occasioned by any such violation.

PROPOSAL BOND

A Proposal Bond is not required.

QUALIFICATION OF PROPOSERS

This RFP shall be awarded to the Proposer whose submission is determined to be the most responsive and responsible, and whose proposal represents the best overall value to the City, taking into consideration qualifications, experience, demonstrated performance history, organizational capacity, and proposed pricing.

The selected Proposer must demonstrate a satisfactory record of performance on comparable contracts and provide sufficient evidence of equipment, staffing, and organizational structure necessary to successfully perform the services in accordance with section 2. **SCOPE OF SERVICES** and the terms and conditions herein. Proposed pricing will be evaluated for competitiveness, reasonableness, and alignment with the proposed approach to ensure cost-effectiveness and successful contract execution.

DRUG FREE WORKPLACE

In accordance with Florida Statutes, Section 287.087, preference will be given to businesses with drug free workplace programs whenever proposals are similar in all other respects, and, when an EXHIBIT F – DRUG-FREE WORKPLACE form is submitted with the proposal.

MINORITY BUSINESS ENTERPRISE

Minority and Woman Owned Businesses are encouraged to participate in the proposal process. All such businesses shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Florida Statutes, Section 287.0943 or by statewide and interlocal agreement certification, as provided for by Florida Statutes, Section 287.09431. Certificates may be included in the proposal.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Proposers that it will ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the ground of race, color, sex, or national origin in consideration for an award.

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TITLE VI NONDISCRIMINATION POLICY STATEMENT

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. Compliance with Regulations

The Contractor shall comply with the regulations relative to nondiscrimination as utilized by Federally assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) TITLE 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination

The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion, or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, including Procurements of Materials and Equipment

In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

4. Information and Reports

The Contractor shall provide all information and reports created for executing the project, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be requested by the City of Cocoa Beach to be pertinent to ascertain compliance with State of Florida Statutes and/or City of Cocoa Beach’s ordinances and procedures regulating procedure and performance. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City of Cocoa Beach as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the Contractor’s noncompliance with the nondiscrimination provisions, the City of Cocoa Beach may impose sanctions as it determines to be appropriate, including, but not limited to:

- A. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- B. cancellation, termination or suspension of the contract, in whole or in part.

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6. *Incorporation of Provisions*

The Contractor shall include the provisions of paragraphs (1) through (6) of this Title VI in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the State of Florida to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

NON-DISCRIMINATION

The City does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services.

PUBLIC ENTITY CRIME INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for CATEGORY TWO (\$35,000.00) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

CONTRACT AGREEMENT

The City anticipates entering into a contract with the Proposer who submits the proposal judged by the City to be in the best interest of the City. The City anticipates awarding one (1) contract but reserves the right to award more than one (1) if in its best interest.

The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. A contract shall not exist until approved by the appropriate levels of authority in the City and properly executed. The RFP shall be included in and be made a part of the final award. Other requirements to be included in the contract are:

1. Registration and participation in the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:
 - a. All persons employed by the firm to perform employment duties within Florida and;
 - b. All persons assigned by the firm, including sub-consultants, to perform work pursuant to the contract with the City.
2. Participation in the City's Owner Direct Purchase (ODP) Program.

REGULATIONS

Violation of any local, state, or federal law in the performance of the awarded contract shall constitute a material breach of this contract.

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PERFORMANCE

Failure on the part of the awarded Proposer to comply with the conditions, terms, specifications, and requirements of this document shall be just cause for the cancellation of the award.

DISCLOSURE AND OWNERSHIP OF DOCUMENTS STATEMENT

The Proposer must agree to the following regarding disclosure and ownership of documents:

PUBLIC RECORD

The submitted Proposal and any record, document, computerized information and program, audio or video tape, photograph, other writing, or other record of the selected Proposer(s) related, directly or indirectly, to the work identified in the proposal, or any task necessary to complete the final work product shall be deemed to be a public record whether in the possession or control of the City or the selected Proposer(s). Said public record of the Proposer(s) is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City Clerk. Upon request by the City, the selected Proposer(s) shall supply copies of said records to the City.

REUSE OF DOCUMENTS

The City for any reason or purpose may reuse all documents or public records prepared by the selected Proposer(s) at any time.

OWNERSHIP OF DOCUMENTS

Upon payment of fees due to the selected Proposer(s), as agreed in the final contract, all drawings, recommendations, documents, writing, schedule, or otherwise, prepared by the selected Proposer(s) in the performance of the scope of work shall be the sole property of the City. The selected Proposer(s) agrees to waive all rights of copyright in said drawings, recommendations, documents, writing, schedule, or other instrument produced by the selected Proposer(s) in the performance of the tasks necessary to complete the scope of work.

INSURANCE REQUIREMENTS

The successful Proposer shall be required to supply, at their cost, the following minimum insurance coverage:

Workers Compensation:

Coverage is to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.

Comprehensive Commercial General Liability Insurance:

Occurrence form required. Aggregate must apply separately to this contract/job. Minimum \$2,000,000 each occurrence; \$ 5,000,000 general aggregate; \$1,000,000 products and completed ops; and \$500,000 fire damage.

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Automobile Insurance:

To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this agreement.

The City of Cocoa Beach is to be named additional insured on Comprehensive Commercial General Liability Policy and the Business Auto Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this agreement.

Any and all deductibles to the above referenced policies are to be the responsibility of the successful Proposer(s). All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is given at least ten (10) day prior written notice of cancellation by the insurance company.

PROJECT INVOICING

Payment by the City shall be made in accordance with Florida Statutes, Sections 218.70 et seq. Local Government Prompt Payment Act. Invoices will be prepared in accordance with the City Finance Department procedures, which will be addressed in the contract.

DISPUTE RESOLUTION

If a dispute arises between a contractor, vendor, or other invoicing party and the City regarding payment of an invoice, the City department, office, or division involved in the dispute, together with a representative from the City's Procurement and Contracts Division and the invoicing party, shall meet to review and address the disputed matters.

FLORIDA SALES TAX

The City is a government agency and a political subdivision under Florida law. Purchases by the City under the awarded contract are exempt from Florida sales tax. No purchase made by any entity is qualified to be exempt other than those made directly by the City.

AUDIT RIGHTS

The City shall be entitled to audit the books and records of the awarded Proposer or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the awarded Proposer for a period of five (5) years from the date of final payment under the prime contract and by the sub-contractor for a period of five (5) years from the date of final payment under any sub-contract unless a shorter period is otherwise authorized in writing. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5)-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5)-year period, whichever is later.

CANCELLATION

The City shall have the right to unilaterally cancel, terminate, or suspend the awarded

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contract, in whole or in part, by providing the successful Proposer thirty (30) calendar days' written notice by certified mail.

FISCAL NON-FUNDING CLAUSE

In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the successful Proposer of such occurrence, and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

INDEMNIFICATION/HOLD HARMLESS

The contract with the successful Proposer shall include the following indemnity:

The firm shall indemnify and hold harmless, the City, its Commissioners, officers, and employees from all liabilities, damages, losses, and costs (including, but not limited to, the reasonable value of attorneys' services and court costs, whether such services and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of the value of attorneys' services), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the successful firm, or firm's officers, employees, agents, and other persons employed or utilized by the firm in the performance of, or the failure to perform, the contract.

In the event of a claim, the City shall promptly notify the firm in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address shown in the contract.

The City shall provide all available information and assistance that the firm may reasonably require regarding any claim.

This agreement for indemnification shall continue in force for five (5) years from the date of full completion of all obligations of the firm under the contract.

In the event that there is a conflict between this agreement and any other applicable indemnification agreement between the City and the firm, the agreement which provides the most protection for the City shall take precedence. Nothing in the award, resulting agreement, or contract shall be deemed to affect the rights, privileges and immunities of the City as set forth in Florida Statute 768.28.

TRUTH-IN-NEGOTIATIONS CERTIFICATE

If applicable, a submission in response to this RFP shall act as the execution of a truth-in-negotiation certificate. By signing the proposal, the Proposer certifies that the wage rates and costs used to determine the compensation provided for in the contract are accurate, complete, and current as of the date of the contract. For professional service contracts, the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

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2. SCOPE OF SERVICES

Proposals are being solicited from qualified companies or a group of qualified companies that form a teaming arrangement. In the event a teaming arrangement is proposed, the companies should recognize that the team must be represented by a single prime contractor that will be responsible for entering into an agreement with the City and will serve as a primary contact and responsible party. Proposals must be submitted in accordance with guidelines presented in this RFP and must, at a minimum, include the scope of services outlined.

The Contractor shall provide all labor, supervision, materials, equipment, transportation, facilities, and services necessary to perform comprehensive solid waste collection, recycling, processing, transportation, and disposal services within the City. Services shall include residential, commercial, industrial, and municipal collection of solid waste, recyclable materials, yard waste, bulk waste, and related materials as described herein. The Contractor shall comply with all applicable federal, state, county, and local laws, ordinances, regulations, and requirements governing solid waste collection, transportation, recycling, and disposal.

The City's objective is to select proven service methods. Proposals that apply commercially demonstrated and environmentally sound collection techniques are therefore encouraged. Proposals that rely on unproven technologies with little or no operational experience may be deemed unqualified by the City.

The City may accept a proposal that may not offer the lowest cost but offers the best overall proposal based on the company's qualifications, technical proposal, financial strength, and willingness to accept contractual terms, as well as its cost proposal.

It is the Proposer's responsibility to read and understand the requirements of this RFP. Proposers are required to state exactly what they intend to furnish to the City via this solicitation and must indicate any variances to the terms, conditions, and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal.

Before submitting a proposal, each Proposer will, at the Proposer's own expense, make or obtain any additional examinations, investigations, and studies and obtain any additional information or data that may affect costs, permitting, progress, performance, or furnishing of the scope of work that Proposer deems necessary to determine its proposal.

MINIMUM QUALIFICATIONS

Failure to meet all minimum entry criteria will result in disqualification of the proposal, and no additional evaluation will occur. In the case of a teaming proposal, the prime contractor, who must be the solid waste collector, must meet the minimum criteria. Proposers shall demonstrate that they fulfill the minimum entry criteria in their RFP submissions. An affidavit shall be submitted with the RFP submission listing the substantive information showing that

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the firm meets the minimum qualifications.

- Currently serve an aggregate total of at least twenty thousand (20,000) regular Florida residential accounts
- Currently serve an aggregate total of at least two thousand (2,000) regular Florida commercial accounts
- Ability to pick up all residential trash on a single day
- Five (5) years of experience providing solid waste services to a municipality of comparable size
- Experience billing residential and commercial customers for a minimum of one (1) year
- A performance bond of one million (1,000,000) dollars will be required before a contract is signed

PERSONNEL

All collection and disposal operations shall be directed and supervised by competent and qualified personnel. The Contractor shall devote sufficient management and staff resources to ensure satisfactory performance of services.

All employees, subcontractors, supervisors, and foremen shall perform their duties in a professional and courteous manner. The City may report misconduct by Contractor personnel to the Contractor for corrective action.

EQUIPMENT AND VEHICLES

All vehicles and equipment used in the performance of the scope of work shall be maintained in safe operating condition and kept reasonably clean.

Vehicles shall:

- Be uniformly painted
- Display the Contractor's name and the individual vehicle number on both sides
- Be assigned unique identification numbers with records maintained by the Contractor

Advertising shall not be permitted on vehicles except for Contractor corporate sponsorships or recognized charitable or public service organizations.

Vehicles used for refuse collection shall be equipped with a fully enclosed metal top or an approved cover, such as a net or tarpaulin, to prevent materials from being scattered during loading or transport.

Vehicles shall not be overloaded. Any refuse spilled from Contractor vehicles shall be immediately collected by the Contractor.

If hydraulic fluid or other materials leak onto City streets, the Contractor shall immediately stop operations and clean the affected area using absorbent materials before continuing service.

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Vehicles and containers shall be cleaned and sanitized regularly to maintain sanitary conditions. Exterior washing of vehicles shall occur at least once weekly.

MECHANICAL CONTAINERS

The Contractor shall maintain all Contractor-provided mechanical containers in clean, safe, and operable condition. Containers shall be painted in a color mutually acceptable to the Contractor and the City Manager or the City Manager's designee.

The City shall not require the Contractor to provide containers for biological, special, or hazardous wastes. Sludge removal from the wastewater treatment facility is excluded from hazardous waste classification.

ROUTES AND OPERATIONS

The Contractor may establish collection routes that maximize operational efficiency; however, the City reserves the right to temporarily restrict access to certain streets, alleys, bridges, or public ways when necessary, due to road conditions, safety concerns, or public nuisance issues.

Contractor vehicles shall not unnecessarily interfere with pedestrian or vehicular traffic and shall not be left unattended in streets or alleys except during active loading operations.

COLLECTION PRACTICES

Contractor personnel shall conduct collection operations in a manner that minimizes disturbance and protects private property.

Employees shall:

- Use established pedestrian access routes while on private property
- Avoid trespassing between properties without permission
- Prevent damage to landscaping, structures, and personal property
- Carefully handle containers and return them upright to their original location

Any refuse spilled during collection shall be immediately cleaned up by the Contractor.

CUSTOMER SERVICE AND PUBLIC INTERFACE

The Contractor shall maintain a customer service system capable of receiving, tracking, and responding to service requests, complaints, and compliments.

Customer service requirements include:

- Toll-free telephone service staffed from 8:00 a.m. to 5:00 p.m., Monday through Saturday
- A local telephone number staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday
- 24-hour emergency contact access for City personnel
- Maintenance of a computerized complaint log with quarterly reports provided to the City

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- Designated contact information for key Contractor personnel for use by City staff

The Contractor shall also provide a customer service software system accessible to designated City personnel for tracking requests and complaints.

The Contractor shall provide public education and outreach programs related to recycling and waste reduction to the City for public distribution.

DISPOSAL AND PROCESSING

The Contractor shall:

- Provide processing and disposal services for collected materials
- Utilize a Brevard County landfill for disposal of municipal solid waste
- Operate or utilize an appropriate facility for recyclable material processing
- Submit quantities of solid waste, recyclables, and yard waste collected with invoices
- Assist the City in achieving the State of Florida goal of recycling seventy-five (75) percent of municipal solid waste

Recycling revenue generated from collected materials shall be retained by the Contractor with the understanding that such arrangement contributes to the lowest overall cost to the City.

Landfill tipping fees shall be treated as a pass-through cost. The Contractor shall bill tipping fees to the City or customers, as applicable, at the actual rate charged by the landfill facility without markup, surcharge, administrative fee, or additional profit.

If the landfill tipping fee is increased or decreased by the landfill operator, the Contractor may adjust the billed tipping fee accordingly upon providing documentation of the rate change to the City.

The Contractor shall maintain records of all disposal transactions, including weight tickets and disposal receipts, and shall provide such documentation to the City upon request.

The City reserves the right to direct the Contractor to dispose of materials at an alternative approved facility if necessary for operational, regulatory, or emergency purposes. Any change in disposal location shall be coordinated with the Contractor and may be subject to adjustment of hauling costs if applicable.

FRANCHISE FEE

The Contractor shall pay the City a franchise fee equal to ten (10) percent of gross revenues derived from the provision of services under this scope of work with the City or ninety thousand (95,000) dollars, whichever is greater. The franchise fee shall be included in the proposed rates.

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CART PROVISION AND REPLACEMENT

The Contractor shall provide all required refuse, recycling, and yard waste carts to customers at the start of service at no additional cost. Carts shall be available in sizes proposed by the Contractor and approved by the City.

The Contractor shall be responsible for the repair or replacement of carts that become damaged due to normal wear and tear at no additional cost to the City or customer.

Replacement carts required due to loss, theft, misuse, or damage caused by the customer may be charged to the customer at the rates proposed by the Contractor in the pricing schedule.

Customers may request additional carts beyond the initial allocation provided by the Contractor. Additional carts shall be provided at the rates proposed by the Contractor in the pricing schedule.

All carts shall remain the property of the Contractor. The Contractor shall maintain an inventory control system for carts issued to each service address and shall be responsible for the delivery, maintenance, and replacement of carts.

RESIDENTIAL COLLECTION SERVICES

Residential services shall be provided to all single-family and eligible multi-family dwelling units within the City.

The Contractor shall provide automated curbside collection of household garbage using Contractor-provided carts.

- Garbage shall be collected not less than two (2) times per week, with collection days at least three (3) days apart.
- Residents shall have the option of Contractor-provided carts approximately 36, 64, or 96 gallons in capacity.

Recyclable materials shall be collected once per week using Contractor-provided carts. Single-stream recyclable materials shall include, at a minimum:

- Newspaper
- Corrugated cardboard
- Aluminum and steel cans
- Junk mail and envelopes
- Magazines
- Office paper
- Chipboard
- PET plastic
- HDPE plastic
- Glass containers

Bulk garbage shall be collected once per week without residents being required to schedule service, except when materials exceed reasonable volume or preparation requirements. Bulk items include furniture, mattresses, and other large household materials that cannot reasonably be placed in carts.

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Weekly bulk waste collection shall be included in the base residential service rate. No additional charges shall be assessed to residents for normal household bulky items placed for collection in accordance with preparation requirements.

Yard waste shall be collected once per week. Yard waste may include grass clippings, leaves, small branches, and vegetative trimmings generated from routine residential maintenance. Exclusive use of Contractor-provided yard waste carts shall not be required. The Contractor shall collect yard waste placed in:

- Homeowner-provided containers
- Contractor-provided containers
- Loose piles at the curb

Bulk yard waste shall be collected on a weekly schedule and placed in piles at the front property line adjacent to the street. Large accumulations of yard waste consisting primarily of branches and vegetation totaling three (3) cubic yards or greater shall be collected using a clam truck.

“Back-door” collection service shall be provided at the base rate for residents who are medically certified as handicapped and who do not reside with another able-bodied individual capable of placing materials at the curb. Back-door service may also be offered to other residents at a premium service rate. Back-door service includes garbage, yard trash, and recycling services.

Residential collection shall occur between 7:00 AM and 8:00 PM, excluding Sundays. The current collection schedule is listed below.

Service Types	Days	Remarks
Curb Side Garbage	Monday & Thursday	Highway 520 to North City limits & Minutemen Causeway to South City limits
	Tuesday & Friday	Minutemen Causeway to SR 520
Yard Trash	Wednesday	Entire City
	Thursday	Clamshell to collect large piles
Recycling	Monday	Minutemen Causeway to South City limits
	Tuesday	Cocoa Isles South to Minutemen Causeway
	Wednesday	Cocoa Isles North to Fischer Park
	Thursday	Fischer Park North to City limits

COMMERCIAL AND INDUSTRIAL COLLECTION SERVICES

Commercial and industrial establishments include motels, hotels, restaurants, retail stores, offices, and other non-residential properties.

The Contractor shall:

- Provide mechanical container collection as required
- Perform collections in a manner that minimizes disruption to businesses
- Carefully handle containers and return them to their original location with lids secured

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- Immediately clean any refuse spilled during collection

Commercial customers may use garbage cans or mechanical containers. Mechanical containers shall be supplied by the Contractor and may be rented and serviced at the Contractor's prevailing rates.

Commercial refuse shall not be collected more than once per day, unless additional collections are requested and paid for by the customer. Collection is scheduled by the customer through the Contractor.

Commercial collection shall occur between 7:00 AM and 8:00 PM, excluding Sundays.

MUNICIPAL COLLECTION SERVICES

The Contractor shall provide waste collection services for City-owned and City-operated facilities. All City-owned or City-operated facilities, parks, public buildings, beach access areas, and public trash receptacles shall be serviced at no cost to the City.

Services shall include:

- Collection of refuse from parks, streets, public areas, and City facilities at least once per week, or more frequently as necessary
- Provision and servicing of mechanical containers at City facilities at no additional cost to the City
- Roll-off container service with up to thirty (30) pulls per month provided at no charge, excluding landfill tipping fees
- Once weekly yard trash pickup location designated by the City's Contract Administrator

The current facility service schedule is listed below. If the City acquires additional facilities during the contract term, those locations may be added to the service schedule with no additional cost.

Location	Containers	Schedule
Harding	2 Ea. – 96 Gallon Cans	Weekly
Barlow	2 Ea. – 96 Gallon Cans	Weekly
Young	2 Ea. – 96 Gallon Cans	Weekly
Hendry	2 Ea. – 96 Gallon Cans	Weekly
Meade	No Service	N/A
Pulsipher	1 Ea. – 8 Yard Dumpster	2 Times Weekly
Winslow	2 Ea. – 96 Gallon Cans	Weekly
California	No Service	N/A
Leon	2 Ea. – 96 Gallon Cans	Weekly
Osceola	2 Ea. – 96 Gallon Cans	Weekly
Gadsden	2 Ea. – 96 Gallon Cans	Weekly
Marion	No Service	N/A
Palm	2 Ea. – 96 Gallon Cans	Weekly
Flagler	2 Ea. – 96 Gallon Cans	Weekly
Tulip	2 Ea. – 96 Gallon Cans	Weekly
4 th Street North	2 Ea. – 96 Gallon Cans	Weekly

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3 rd Street North	2 Ea. – 96 Gallon Cans	Weekly
2 nd Street North	No Service	N/A
1 st Street North	1 Ea. – 4 Yard Dumpster	Weekly
Minutemen	1 Ea. – 8 Yard Dumpster	3 Times Weekly
1 st Street South	1 Ea. – 4 Yard Dumpster	Weekly
2 nd Street South	2 Ea. – 96 Gallon Cans	Weekly
3 rd Street South	2 Ea. – 96 Gallon Cans	Weekly
4 th Street South	2 Ea. – 96 Gallon Cans	Weekly
5 th Street South	2 Ea. – 96 Gallon Cans	Weekly
6 th Street South	2 Ea. – 96 Gallon Cans	Weekly
7 th Street South	2 Ea. – 96 Gallon Cans	Weekly
8 th Street South	2 Ea. – 96 Gallon Cans	Weekly
9 th Street South	2 Ea. – 96 Gallon Cans	Weekly
10 th Street South	2 Ea. – 96 Gallon Cans	Weekly
11 th Street South	2 Ea. – 96 Gallon Cans	Weekly
12 th Street South	2 Ea. – 96 Gallon Cans	Weekly
13 th Street South	2 Ea. – 96 Gallon Cans	Weekly
14 th Street South	2 Ea. – 96 Gallon Cans	Weekly
15 th Street South	2 Ea. – 96 Gallon Cans	Weekly
Country Club	1 Ea. – 6 Yard Cardboard	As Needed
	1 Ea. – 6 Yard Garbage	2 Times Weekly
Pool Complex	1 Ea. – 4 Yard Garbage	Weekly
Tennis Complex	1 Ea. – 4 Yard Garbage	Weekly
Golf Maintenance	1 Ea. – 4 Yard Garbage	As Needed
	2 Ea. – 30 Yard Rolloff	As Needed
Water Rec. Dept.	1 Ea. – 4 Yard Cardboard	As Needed
	2 Ea. – 96 Gallon Recycling	Weekly
	1 Ea. – 15 Yard Rolloff (Grit & Screening)	As Needed
Public Works	3 Ea. – 96 Gallon Recycling	Weekly
	2 Ea. – 15 Yard Rolloff (Garbage)	As Needed
	1 Ea. – 15 Yard Rolloff (Scrap Metal)	As Needed
	1 Ea. – 15 Yard Rolloff (Street Sweeping)	As Needed
Team Sports Complex	1 Ea. – 4 Yard Garbage	Weekly
	1 Ea. – 4 Yard Recycling	As Needed
Recreation Center	1 Ea. – 96 Gallon Garbage	Weekly
Fire Station #1	1 Ea. – 4 Yard Garbage	Weekly
Fire Station #2	1 Ea. – 4 Yard Garbage	Weekly
	2 Ea. – 96 Gallon Recycling	Weekly
Ramp Road Park	1 Ea. – 4 Yard Garbage	Weekly
Fischer Park	2 Ea. – 3 Yard Garbage	2 Times Weekly
	1 Ea. – 6 Yard Garbage	2 Times Weekly
Shepard Park	7 Ea. – 8 Yard Garbage	3 Times Weekly
Relief Bridge	1 Ea. – 4 Yard Garbage	Weekly
Bicentennial Park	1 Ea. – 6 Yard Garbage	Weekly
City Hall	1 Ea. – 4 Yard Garbage	2 Times Weekly
Police Station	4 Ea. – 96 Gallon Cans	Weekly
	2 Ea. – 4 Yard Recycling	Weekly

BEACH AND PUBLIC AREA COLLECTION

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The Contractor shall collect refuse from public trash receptacles located along the Atlantic Ocean beaches and public access areas, including Minutemen Causeway and beach access points from 1st Street South to the northern City limits.

Collection frequency shall be:

- Twice daily during peak season (March 1 – October 31)
- Once daily during the off-season (November 1 – February 29)

SOLAR TRASH COMPACTORS

The Contractor shall provide approximately thirty (30) solar-powered trash compactors for the downtown area. Compactors shall include cellular communication capability and shall be provided in colors approved by the City.

SPECIAL SERVICES

The Contractor shall:

- Remove and transport sludge from the wastewater treatment facility to the Brevard County landfill when requested
- Adjust municipal collection frequency during peak season as directed by the City

MISSED COLLECTION AND SERVICE RECOVERY

If a scheduled collection is missed and reported to the Contractor before 2:00 PM on the same day, the Contractor shall return to the location and complete the collection no later than the end of the same business day. Reports received after 2:00 PM shall be serviced no later than the next business day.

The Contractor shall maintain a log of missed collection reports and corrective actions taken. This information shall be included in periodic performance reports provided to the City.

Repeated missed collections within a service area may be considered a performance deficiency and may result in corrective action.

CONTAINER AREA MAINTENANCE

The Contractor shall perform collection services in a manner that maintains the cleanliness of public and private areas. During collection operations, the Contractor shall:

- Immediately pick up and properly dispose of any refuse spilled during collection
- Ensure that containers are returned upright with lids properly closed
- Avoid scattering waste during loading and transportation
- Sweep or clean areas where broken glass or debris is spilled during collection operations

The Contractor shall not be responsible for pre-existing unsanitary conditions caused by residents, tenants, or property owners; however, the Contractor shall ensure that conditions are not worsened during collection activities.

STORM DEBRIS AND EMERGENCY RESPONSE

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The Contractor shall cooperate with the City in the event of hurricanes, tropical storms, severe weather events, or other emergencies that generate unusual quantities of debris. Emergency debris removal services may be compensated separately. The Contractor shall:

- Provide equipment and personnel to assist with emergency debris collection when requested by the City
- Coordinate collection routes and operations with City emergency management personnel
- Provide documentation of debris quantities and disposal locations as required for reimbursement or disaster recovery purposes

HIGH-VISIBILITY CORRIDOR MAINTENANCE

The Contractor shall prioritize collection and cleanup along major corridors and high-visibility areas of the City, including A1A, beach access points, downtown areas, and major tourist destinations, to ensure that waste materials are not allowed to accumulate in publicly visible areas.

BILLING

The City reserves the right, at its sole discretion, to require the Contractor to provide customer billing, account management, and revenue collection services for residential and/or commercial solid waste services. If the City elects to utilize Contractor-provided billing services, the Contractor shall provide a comprehensive billing system capable of accurately invoicing customers, collecting payments, maintaining account records, and providing reporting to the City.

FUEL SURCHARGE

All proposed pricing shall include the full cost of fuel required to perform services. No separate fuel surcharges or fuel recovery fees shall be permitted unless expressly authorized by the City through a contract amendment. Fuel price fluctuations shall be considered by the Proposer when preparing pricing and shall not constitute grounds for additional compensation.

RATE ADJUSTMENTS

Rates may be adjusted annually based on the Consumer Price Index (CPI-U), All Urban Consumers, U.S. City Average. Annual rate increases shall not exceed three (3) percent per year, regardless of CPI. Rate adjustments shall be subject to City approval.

CONTAMINATION FEES

The Contractor shall manage contamination in recyclable materials through public education, route monitoring, and operational procedures. No additional contamination fees may be charged to the City or residents unless expressly authorized by the City.

ADDITIONAL FEES

Except for charges specifically identified in the approved pricing schedule, the Contractor shall not impose any additional surcharges, administrative fees, environmental fees, fuel surcharges, or other charges to the City or customers without prior written approval from the City.

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3. SUBMISSION DETAILS

All prices, terms, and conditions quoted in the submitted proposal package will be firm for acceptance for ninety (90) days from the date of the bid opening unless otherwise stated by the City.

PROPOSAL PACKAGE

All proposals must be typed and presented in an organized fashion. All corrections to the proposals must be initialed. The Proposer's name shall appear on each page of the proposal, and all pages shall be numbered.

Please submit all information as outlined below. Failure to submit all information may result in a lowered evaluation score. The City, at its discretion, may reject proposals that are substantially incomplete or lack key information. The Proposals shall be concise and straightforward in describing the Proposer's experience and capabilities. Emphasis should be placed on completeness and clarity. Proposers should include all information necessary to demonstrate their qualifications and abilities.

Proposers will be evaluated based on the written document submitted as the response to this RFP; therefore, the proposal package must give a clear, concise, and complete statement of qualifications. For reasons of maintaining fairness and for ease of evaluation, responses to this RFP must comply with the following directions and must be presented in this format and in the order identified below:

COVER PAGE

EXHIBIT A – PROPOSAL SUBMITTAL SIGNATURE

Proposer(s) shall acknowledge understanding of the entirety of this RFP document and all issued addenda, if applicable.

EXHIBIT B – PROPOSAL FORM & CERTIFICATION

Proposals without the manual signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for award.

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TAB 1 – FIRM PROFILE

Provide a brief overview of the firm with special emphasis on the minimum qualifications outlined in section **2. SCOPE OF SERVICES**.

- A. Organization – Describe firm's organization and philosophy.
- B. Basic Information – List the firm's name, mailing address, email address, and phone number(s).
- C. Primary Contact – Include the name and contact details for the individual responsible for all RFP-related communication, scheduling, negotiations, and contracting.
- D. Qualifications - Summarize the firm's qualifications, years in business, and ability to provide the services outlined in section **2. SCOPE OF SERVICES**.

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- E. Licenses & Certifications – Provide copies of firm licenses and certifications, to include proof of ability to provide services in the State of Florida.
- F. Additional Information – Include any other relevant details not requested above.

TAB 2 – TECHNICAL APPROACH

Describe the firm's approach and ability to deliver the services outlined in section 2. **SCOPE OF SERVICES**. Special attention should be given to any programs that enhance/optimize pick up at City sites, enhance recycling quantities and quality, and provide technology that would enhance/increase efficiency of City staff.

- A. F.S. 403.7032 Compliance – Describe how the firm will ensure the City's reporting compliance with the State of Florida goal of recycling at least seventy five (75) percent of municipal solid waste.
- B. Collection Methods & Procedures – Provide a detailed description of the carts and bin collection services being proposed for solid waste, recyclables, and yard waste collection methods. Include any instructions that must be conveyed to customers. Supply a picture and specifications of the containers or a copy of brochures from manufacturers.
- C. Collection Schedules – Provide the following:
 - Collection days
 - Holiday collection
 - Hours per day
 - Routes per day
 - Accounts per route
 - Crew size per vehicle
- D. Contingency Plan – Describe the plan for providing solid waste collection services in the event of equipment failures, labor shortages, landfill closures, weather events, and other service disruptions.
- E. Support Facilities – Identify the size and location of the facilities for storage, maintenance, and dispatch of the collection vehicles and collection containers.
- F. Customer Service – Describe methods for dealing with collection problems such as missed pickups, missed setouts, excessive contamination, customer complaints, and similar issues.
- G. Public Education – Describe the components of the public education program to be provided. Describe the method of developing and distributing public education materials. Provide samples of public education materials that the company has developed for other similar collection programs and for school education programs.
- H. Data Management – Describe the method for tracking quantities of solid waste and yard waste collected and transported to the designated disposal site, as well as the recyclables collected and delivered for recyclables processing.
- I. Transition Plan – provide a detailed implementation plan and schedule showing all key milestone dates addressing solid waste collection and recyclables collection. The plan should be provided in sufficient detail to allow the City to determine the reasonableness of the schedule and ability

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to meet the required operations date. The transition plan and implementation schedule may, in City's sole discretion, be included as an Exhibit in the contract if the Proposer becomes the selected contractor. The following must be included in the transition plan:

- The manner in which the firm will coordinate with existing hauler for removal of existing bins
- Details of the roll-out plan for new residential services
- The manner in which residential container choices will be offered and processed
- Special public education methods used to inform residents of the new automated cart service
- Special customer assistance during the transition period
- Proposed dates for all new carts to be delivered and subsequently the first day for automated residential cart collection
- Description of how continuity of service will be maintained during the transition period
- Plans for maintaining and enhancing business participation in recycling services

TAB 3 – PROJECT TEAM

Introduce the designated Account Manager and team members.

- A. Organizational Chart – Provide an organizational chart showing key personnel and include lines of authority.
- B. Resumes – For each key team member, include a one- to two-page resume that includes title, contact information, current position, tenure with the company, a summary of relevant qualifications, and relevant experience and education. Attach copies of all applicable current professional licenses, registrations, and certifications.
- C. Sub-contractors – Identify all services to be performed by sub-contractors and provide the sub-contractor's primary point of contact name, phone number, email, and office location. Include a summary of each sub-contractor's experience relevant to the services they will provide.

TAB 4 – FIRM HISTORY

Provide a brief overview of the history of the firm. Ensure all information is accurate. Points may be deducted, and a score of zero may be assigned, if a reference cannot be reached due to inaccurate information.

- A. Experience – Use EXHIBIT C – EXPERIENCE RECORD to provide at least three (3) contracts within the past five (5) years that demonstrate proficiency in similar work. Submit an EXPERIENCE RECORD for the Proposer and each sub-contractor. Specifically identify any similar contracts within a coastal community. Past performance with the City will be considered.
- B. References – Use EXHIBIT D – REFERENCE RECORD to provide a minimum of three (3) references from the past five (5) years for contracts in the same discipline as the services proposed in section 2. **SCOPE OF SERVICES**. Submit a REFERENCE RECORD for the Proposer and each sub-contractor.

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- C. Financial – Provide a statement of financial qualifications including, but not limited to, three (3) years of independently audited financial statements and evidence of ninety (90) days of working capital.
- D. Legal – Disclose any litigation, major disputes, contract defaults, or liens involving the Proposer or any sub-contractor within the past five (5) years and provide written explanations for each.

TAB 5 – PROPOSED RATES

Proposed rates must include all charges that the Proposer will receive through the contract term. Other special charges not identified in the RFP are subject to the review and approval of the City prior to levy. Proposed rates take effect January 1, 2027 or another mutually agreed upon date.

- A. Proposed Rates – Use EXHIBIT E – SERVICES & PRICING to provide proposed rates for requested services.
 - Proposed rates must include any and all taxes, fees, surcharges or other levies that may be applicable to Proposer’s collection, processing, disposal, and related services.
 - The proposed all-inclusive residential rate should reflect the fact that titles to recyclable materials belong to the collector at the point of collection; the City has no further interest because the contractor keeps all the recycling money for its own use.
- B. Additional Services – Identify any special or unique services that may be provided and the associated rates.
- C. Direct Billing – List all services billable directly to the customer and the associated rates.

TAB 6 – EXHIBITS

- EXHIBIT F – DRUG-FREE WORKPLACE (optional)
- EXHIBIT G – PUBLIC ENTITY CRIMES
- EXHIBIT H – NON-COLLUSIVE AFFIDAVIT
- EXHIBIT I – ASSURANCE OF INSURABILITY
- EXHIBIT J – STANDARD CONTRACT ADDENDUM
- EXHIBIT K – STATEMENT OF ORGANIZATION
- EXHIBIT L – PROPOSER INFORMATION/CERTIFICATION

PARTNERSHIPS/CORPORATIONS/AGENTS

The Proposer may be a corporation, partnership, limited liability company, joint venture or other legal entity. If more than one entity has combined to form the Proposer, each such entity must be appropriately registered to do business in the State of Florida as required by law.

If the proposer is a joint venture, the individual empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the proposal. The proposal shall clearly identify who will be responsible for each portion of the work.

If the Proposer is a corporation, the authorized corporate officer signing the proposal shall set out the corporate name in full beneath which said officer shall sign his or her name and

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give title of his or her office. Anyone signing the proposal as officer or other agent must file with it legal evidence of the authority to do so. Corporations and limited partnerships shall furnish a duly executed certificate of status from the Florida Department of State.

The person(s) signing the proposal shall certify under oath on EXHIBIT L – PROPOSER INFORMATION/CERTIFICATION FORM that the information contained in the proposal is true and accurate. Each Proposer understands the review committee will rely in part on such certification to select the short-listed firms.

Failure to submit the documents requested above with the proposal may be the basis for rejection of the proposal. Such documents must be effective as of the date of the proposal.

RISK

Proposers responding to this RFP do so at their sole expense and risk. No Proposer is guaranteed the award or any work as a result of being selected or short-listed for this RFP.

CLARIFICATIONS AND ADDITIONAL INFORMATION

The City may request clarifications or additional information from any Proposer. Specific questions may be addressed to each of the Proposers and the review committee may use any elaboration by the Proposers to make an award selection.

ACCURACY IN REPORTING

Information submitted as part of the proposal will be subject to verification. Inaccurate information or information that is misleading will be, at the City's sole discretion, grounds for disqualification. Should the company be awarded any contract as a result of a proposal submitted in response to this RFP where inaccurate or misleading information is part of the proposal, this will be, at the City's sole discretion, grounds for default.

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4. EVALUATION AND SCORING

The City has established formal evaluation and scoring model to ensure a comprehensive and balanced review of all proposals. These criteria are structured to assess the overall quality, reliability, and level of service proposed.

Any Proposer that fails to meet the minimum qualifications outlined in section **2. SCOPE OF SERVICES** will be deemed disqualified from consideration, and no further review of the submitted proposal shall occur.

SCORING SYSTEM

The review committee will rank all Proposers based on quality and completeness of proposal submissions relative to section **2. SCOPE OF SERVICES** using the scoring model below:

	<u>Maximum Points</u>
1. Firm Profile	10
2. Technical Approach	25
3. Project Team	10
4. Firm History	25
5. Proposed Rates	25
6. Exhibits	5
TOTAL POSSIBLE POINTS	100

1. FIRM PROFILE – 10 POINTS

- Organization & Philosophy – clear operational structure and service philosophy aligned with municipal needs
- Qualifications & Experience – meets or exceeds minimum qualifications; demonstrates capacity for coastal communities
- Licenses & Certifications – complete, current, and compliant with State of Florida requirements
- Completeness & Clarity – clear, concise, organized, and responsive

2. TECHNICAL APPROACH – 25 POINTS

- Collection Methods & Equipment – proven automated systems, environmentally sound techniques, and appropriate carts, bins, and vehicles
- Collection Schedule & Routing – efficient routing, realistic staffing, and compliance with pickup schedule
- Contingency Plan – strong resilience plan for weather, labor, and landfill disruptions
- Recycling Compliance – clear plan for F.S. 403.7032 compliance and reporting
- Customer Service – compliant tracking, accessibility, and response times
- Public Education – effective outreach and education materials
- Data Management & Reporting - accurate tracking, reporting, and transparency
- Transition Plan – realistic timeline and continuity plan

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3. PROJECT TEAM – 10 POINTS

- Account Manager & Key Staff – relevant municipal solid waste experience
- Organizational Structure – clear reporting lines and authority
- Resumes & Credentials – qualified, licensed personnel
- Subcontractor Qualifications – demonstrated experience and clear scope roles

4. FIRM HISTORY – 25 POINTS

- Comparable Contracts – similar size municipality; coastal community experience preferred
- Performance Record – positive references, on-time performance, and minimal disputes
- Financial Stability – demonstrated financial strength and bonding capacity
- Legal Claims & History – minimal litigation and transparent disclosures

5. PROPOSED RATES – 25 POINTS

- All-inclusive Pricing – reasonable, competitive pricing that includes all applicable taxes, fees, and surcharges, plus the discount for recyclable titles
- Additional Services – Innovative and unique service offers

6. EXHIBITS – 5 POINTS

The Proposer will be evaluated on all submitted exhibits. All exhibits are required, with the exception of EXHIBIT F – DRUG-FREE WORKPLACE.

SELECTION PROCESS

The selection process will involve a staged proposal structure. Submitted proposals shall be the basis for short-listing not less than three (3) firms based on the scoring system introduced above.

The review committee will invite all short-listed firms to give oral presentations to the review committee and City Commission. After review of the oral presentations, the City will rank the Proposers and negotiate a contract with the top-ranked Proposer, subject to approval by the City Commission.

If, in the sole judgment of the City, a contract cannot be successfully negotiated with the top-ranked firm, negotiations with that firm will be formally terminated and negotiations shall begin with the second-ranked firm. If a contract cannot be successfully negotiated with the second-ranked firm, negotiations with that firm will be formally terminated and negotiations shall begin with the third-ranked firm, and so on. The City reserves the right to negotiate any element of the agreement in the best interest of the City.

The City is interested in selecting a Contractor that is prepared to sign the contract in its current form. Proposers may, if necessary, take exception to one or more proposed business terms in the proposed contract. Any exceptions must be accompanied by recommended specific alternative language. However, the number, and more importantly, the substantive nature of the exceptions will be compared to those noted by the other Proposers during proposal evaluation. If, in City's sole opinion, the exceptions are significant, the City may reject the proposal regardless of its other merits and

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proposed rates. If the City chooses to enter into negotiations with the Proposer, the negotiations on issues of concern to the Proposer will be limited to the Proposer's comments and recommended alternative contract language.

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5. EXHIBITS

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**EXHIBIT B
PROPOSAL FORM & CERTIFICATION**

Proposer Name _____

Address _____

City _____

State _____

Zip _____

Phone _____

Email _____

Type of Business (Corporation, Partnership, Other – Specify) _____

Tax ID number (EIN/SSN) _____

Certification – The undersigned hereby confirms as follows:

- A. I am a duly authorized agent of the Company/Individual submitting the proposal;
- B. I have read the Request for Proposal in its entirety and fully understand and accept these terms unless specific variations have been expressly listed below and;
- C. All information contained in the proposal is true and accurate.

Variations

The Proposer shall identify all variations and exceptions taken to this RFP in the space provided below unless such variation is expressly prohibited in the RFP documents. If no variations are listed here, it is understood that the Proposer fully complies with the terms and conditions. It is further understood that such variations may be cause for determining that the Proposal is non-responsive and ineligible for award:

Section _____ Variance _____

Section _____ Variance _____

Section _____ Variance _____

Attach additional sheets as necessary.

By: _____
Manual Signature of Agent

Date

Typed/Printed Name of Agent

Title of Agent

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 26 - 008
RESIDENTIAL & COMMERCIAL SOLID WASTE SERVICES**

**EXHIBIT C
EXPERIENCE RECORD**

Company Name: _____

Contract #1 Role: Prime Contractor Subcontractor Joint Venture Partner

Location: _____

Agency/Owner: _____

Contract Type: Open Market Exclusive Franchise Other:

Population Served: _____

Service Types: Residential Curbside Commercial Roll-Off Recycling

Yard Waste Bulk Waste Hazardous Waste Billing

Select all that apply Transfer Station Operations Landfill Operations

Other:

Annual Tonnage: _____

Contract Value: Annual: _____ Total: _____

Contract Term: Start: _____ Completion: _____

Contract Status: Completed Ongoing Other:

Budget: Was the contract performed within the approved budget? Yes No

If no, provide explanation and actions taken

Schedule & Performance: Was the contract performed in accordance with the agreed schedule and service levels? Yes No

If no, provide explanation and actions taken

Regulatory Compliance & Safety Record: Any violations, citations, or enforcement actions during this contract term?

If no, provide explanation and actions taken

**CITY OF COCOA BEACH
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Contract #2 Role: Prime Contractor Subcontractor Joint Venture Partner

Location: _____

Agency/Owner: _____

Contract Type: Open Market Exclusive Franchise Other:

Population Served: _____

Service Types: Residential Curbside Commercial Roll-Off Recycling
 Yard Waste Bulk Waste Hazardous Waste Billing
 Transfer Station Operations Landfill Operations
 Other:

Annual Tonnage: _____

Contract Value: Annual: _____ Total: _____

Contract Term: Start: _____ Completion: _____

Contract Status: Completed Ongoing Other:

Budget: Was the contract performed within the approved budget? Yes No

If no, provide explanation and actions taken

Schedule & Performance: Was the contract performed in accordance with the agreed schedule and service levels? Yes No

If no, provide explanation and actions taken

Regulatory Compliance & Safety Record: Any violations, citations, or enforcement actions during this contract term?

If no, provide explanation and actions taken

**CITY OF COCOA BEACH
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Contract 3 Role: Prime Contractor Subcontractor Joint Venture Partner

Location: _____

Agency/Owner: _____

Contract Type: Open Market Exclusive Franchise Other:

Population Served: _____

Service Types: Residential Curbside Commercial Roll-Off Recycling
 Yard Waste Bulk Waste Hazardous Waste Billing
 Transfer Station Operations Landfill Operations
 Other:

Annual Tonnage: _____

Contract Value: Annual: _____ Total: _____

Contract Term: Start: _____ Completion: _____

Contract Status: Completed Ongoing Other:

Budget: Was the contract performed within the approved budget? Yes No

If no, provide explanation and actions taken

Schedule & Performance: Was the contract performed in accordance with the agreed schedule and service levels? Yes No

If no, provide explanation and actions taken

Regulatory Compliance & Safety Record: Any violations, citations, or enforcement actions during this contract term?

If no, provide explanation and actions taken

**CITY OF COCOA BEACH
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**EXHIBIT D
REFERENCE RECORD**

Organization	
Address	
Point of Contact	
Phone Number	
Email Address	
Contract Initiation and Termination Date	

Organization	
Address	
Point of Contact	
Phone Number	
Email Address	
Contract Initiation and Termination Date	

Organization	
Address	
Point of Contact	
Phone Number	
Email Address	
Contract Initiation and Termination Date	

**CITY OF COCOA BEACH
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**EXHIBIT E
SERVICES & PRICING**

All services below must be included in the RFP to be considered responsive. Proposers shall provide pricing for all services described in section 2. **SCOPE OF SERVICES**. All proposed rates shall include all labor, supervision, equipment, vehicles, materials, fuel, administration, overhead, profit, and all other costs necessary to perform the required services. Proposed rates shall also include the City of Cocoa Beach franchise fee and any other applicable fees.

Estimated units are derived from December 2025 – February 2026 invoices and are for planning purposes only. Quantities are rounded up to adjust for vacancies.

RESIDENTIAL SERVICES

Curbside and Back-Door services include garbage, recycling, and yard waste collection.

Service Description	Estimated Units	Monthly Service Rate
Single Family		
Curbside	2,600	\$
Back-Door	100	\$
Bulk Yard Waste		\$
Bulk Garbage		\$
Multi Family Mechanical		
Garbage – CY	8,900	\$
Recycling	5,900	\$
Yard Waste	5,900	\$
Bulk Yard Waste		\$
Bulk Garbage		\$
Multi Family Cart		
Curbside	800	\$
Back-Door	100	\$
Bulk Yard Waste		\$
Bulk Garbage		\$

COMMERCIAL SERVICES

Service	Estimated CY	Monthly Service Rate
Commercial and Industrial		
Mechanical	13,900	\$
Roll-off	3,800	\$
Carts	600	\$

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MUNICIPAL SERVICES

The Contractor shall provide the following municipal collection services at no cost to the City.

- City Facilities
- Public Trash Containers
- Beach Trash Receptacles
- Solar Trash Compactors Installation and Servicing

Provide proposed rates for **sludge removal**.

Rate per load: _____ **Capacity per load:** _____

Rate per container delivery: _____ **Rate per container haul:** _____

Service	Unit	Proposed Cost
Optional Services		
Additional Roll-off Pulls	EA	\$
Additional Bulk Waste Pickup	EA	\$
Additional Yard Waste Pickup	EA	\$
Special Event Waste Services	EA	\$
Emergency Storm Debris Response	HR	\$

Provide proposed rates for the **optional billing** services.

Fee per account, per month: _____

By submitting this pricing sheet, the Proposer certifies that all pricing includes all costs necessary to provide the services described in section **2. SCOPE OF SERVICES**.

Proposer Name: _____

Authorized Representative: _____

Signature: _____

Date: _____

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**EXHIBIT F
DRUG-FREE WORKPLACE**

The undersigned CONTRACTOR in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

Name of CONTRACTOR

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

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

**CITY OF COCOA BEACH
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Signature (Blue ink only)

Print Name

Title

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____ who is personally known to me or who produced _____ as identification and who did take an oath.

Signature of Notary Public: _____

My commission expires: _____

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**EXHIBIT G
PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted at the request for payment by the City of Cocoa Beach.
2. This sworn statement is submitted by _____
as _____ of _____ whose
business address is _____ and
3. (If applicable) its Federal Employer Identification Number (FEIN) is _____.
4. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person, who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state

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or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of _____, the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

By

Date

State of _____ County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____ who is personally known to me or who produced _____ as identification and who did take an oath.

Signature of Notary Public: _____

My commission expires: _____

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**EXHIBIT H
NON-COLLUSIVE AFFIDAVIT**

STATE OF: _____ COUNTY OF: _____

Before me, the undersigned authority personally appeared:

_____ who, being first duly sworn,
deposes and says that:

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

State of _____ County of _____

Sworn to and subscribed before me by means of physical presence or online

notarization this _____ day of _____, 20____, by _____

who is personally known to me or who produced _____ as identification.

Signature of Notary Public: _____

My commission expires: _____

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**EXHIBIT I
ASSURANCE OF INSURABILITY**

Any award(s) that may result from this solicitation will be contingent upon the provision of insurance meeting the requirements specified in section 1. **GENERAL INFORMATION.** Additionally, a waiver of subrogation and naming of the City of Cocoa Beach as additional insured is mandatory. Proposers are encouraged to review insurance requirements with their insurance carrier prior to submittal of a proposal.

By signing this form, you are indicating that you have the ability to comply with the listed insurance requirements. The absence of this signed form as part of your submittal may, at the City's sole discretion, result in your submittal being deemed non-responsive.

By signing this form, I hereby certify that:

1. I am able to provide all insurance required in the solicitation within the specified ten-day period;
2. I am willing and able to add the City of Cocoa Beach as additional insured on my policies; and
3. I am willing and able to grant a waiver of subrogation to the City of Cocoa Beach.

Within ten (10) business days after solicitation award, the selected proposer shall submit the required insurance certificates. After ten (10) days, if required evidence of insurance is not received, the City reserves the right to rescind the award.

Printed Name

Signature

Title

Date

Firm Name

**CITY OF COCOA BEACH
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**EXHIBIT J
CITY OF COCOA BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM**

THIS STANDARD CONTRACT ADDENDUM is made and entered into this day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the “City”, and _____, hereinafter referred to as “Contractor”, concerning that certain agreement dated the ____ day of _____, 2026 (“Agreement”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern”. Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is

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executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency'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 public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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**CITY HALL - FIRST FLOOR
2 S. ORLANDO AVE.
P.O. BOX 322430
COCOA BEACH, FL 32932-2430.
321-868-3286,
CITYCLERK@CITYOFCOCOABEACH.COM**

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional

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costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. Disclosure Requirements for "Foreign Countries of Concern". CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the

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disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable “foreign country of concern” and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement; and ii) agrees that no actions, suits or proceedings arising out of or relating to this Agreement shall be brought in, or removed to, any Federal Court.

10. Attorneys’ Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys’ fee and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor’s social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor’s social, political or ideological interests.

14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty

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of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. Intentionally omitted.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor’s initial declaration of a natural emergency) Contractor shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

19. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

**CITY OF COCOA BEACH
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Contractor:

Signature

Printed Name

Title

Company

ATTEST:

City of Cocoa Beach, Florida

Karin Grooms, City Clerk

Keith Capizzi, Mayor

APPROVED AS TO FORM

City Attorney

**CITY OF COCOA BEACH
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**EXHIBIT K
STATEMENT OF ORGANIZATION**

Proposer must state whether he/she is an individual, partnership, corporation or joint venture. Partnerships shall show the names, titles, and original signature of all partners with authority to bind the company. Corporations must be signed in the name and with the seal of the corporation, followed by the original signature and title of the person authorized to bind the corporation. Each joint venture shall be required to sign for each individual, partnership, and corporation that is a party to the joint venture.

If the Proposer is an **INDIVIDUAL**:

Individual's Name: _____

D/B/A: _____

Signature: _____

Business Address: _____

Phone: _____ **Fax:** _____

If the Proposer is a **PARTNERSHIP and LIMITED LIABILITY COMPANY**
(Provide names and signatures of all partners):

Company Name: _____

Partner _____

Signature: _____

Partner _____

Signature: _____

Partner _____

Signature: _____

Business Address: _____

Phone: _____ **Fax:** _____

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If the Proposer is a **CORPORATION**:

Corporation Name: _____

State of Incorporation _____

**Name/Title of person
authorized to bind** _____

Signature: _____

**Name/Title of person
authorized to bind** _____

Signature: _____

Business Address: _____

Phone: _____ **Fax:** _____

If Proposer is a **JOINT VENTURE**:

Name/Title: _____

Business Address _____

Phone: _____ **Fax:** _____

**Name/Title of person
authorized to bind** _____

Signature: _____

Business Address: _____

Phone: _____ **Fax:** _____

() Offeror shall submit proof that the company is authorized to do business in the State of Florida.

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State of _____ County of _____

Sworn to and subscribed before me by means of physical presence or online
notarization this _____ day of _____,
20____, by _____ who is personally known
to me or who produced _____ as identification.

Signature of Notary Public: _____

My commission expires: _____

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**EXHIBIT L
PROPOSER INFORMATION / CERTIFICATION**

1. Legal Name of Proposer (Indicate if the Proposer is a Corporation, Joint Venture, Partnership, etc.): _____
2. Name/title of contact person for the Proposer: _____
3. Local business and mailing address: _____
4. Primary business and mailing address: _____
5. Telephone number: (____)_____ FAX :(____)_____

The above named Proposer affirms and declares:

- A. That the Proposer understands all requirements of the RFP and states that as a serious Proposer they will comply with all the stipulations included in the RFP package.
- B. That the Proposer is of lawful age and that no other person, firm, or corporation has any interest in this proposal or in the contract proposed to be entered into except as expressly stated below:
- C. That this proposal is made without any understanding, agreement, or connection with any other person, firm, or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:
- D. That the Proposer is not in arrears to City of Cocoa Beach upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to City of Cocoa Beach except as expressly stated below:
- E. That no officer, employee, or person whose salary is payable in whole or in part from the City Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this proposal; in the performance of this contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.
- F. That the Proposer has received and carefully examined all Addenda issued prior to Opening.

IN WITNESS WHEREOF, this proposal is hereby signed and sealed as of the date indicated.

Signature

Date

Printed Name

Printed Title

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(If a corporation)

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____ who is personally known to me or who produced _____ as identification and who did take an oath and who executed the foregoing instrument as _____ of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

WITNESS my hand and official seal the date aforesaid.

(Signature of the Person taking Acknowledgement)

(Name of Acknowledger Typed, Printed or Stamped)

(Title)

(Serial Number, if any)

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(If a partnership or individual)

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____ who is personally known to me or who produced _____ as identification and who did take an oath and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

(Signature of the Person taking Acknowledgement)

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

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EXHIBIT M
CITY LIMITS MAP

For informational purposes only:

