



ADDENDUM # 2
RFP # FY 2021-2022-017
SOLID WASTE RECYCLABLES COLLECTION SERVICE

REVISED CONTRACT TERMS AND
REVISED PERFORMANCE AND LABOR MATERIALS PAYMENT BOND
7/26/22

Please ensure you check the City's website for the latest addendum released for this project. Below find the link to the City's website: www.cohb.org\solicitations.

PLEASE NOTE: ORIGINAL CONTRACT TERMS, page 20

The initial contract period shall be for five (5) years. The City may renew this contract for one (1) additional three (3) year period subject to City's option, vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

Any contract awarded as a result of this RFP may be cancelled by the City within thirty (30) days with a written notice by the City of Hallandale Beach.

The Contract shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City.

The submittal responses shall be valid until City Commission awards a contract as a result of this RFP. City reserves the right, where it may serve the City of Hallandale Beach's best interest, to request additional information or clarification from Proposers.

Notwithstanding anything to the contrary contained herein, the City of Hallandale Beach reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the City of Hallandale Beach.

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PLEASE NOTE: REVISED CONTRACT TERMS, page 20

The initial contract period shall be for five (5) years. ~~The City may renew this contract for one (1) additional three (3) year period subject to City's option, vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.~~ **As per section 2.3 of Attachment A – Franchise Agreement, At the sole option of the City, this Agreement may be renewed for one (1) additional term of three (3) years under the same terms and conditions as the initial term, including amendments. The Franchisee shall be notified by City no later than September 30, 2026, of its intent to renew or not to renew the Agreement. If renewed, the additional three (3) year term will begin on October 1, 2027 and terminate on September 30, 2030.**

~~Any contract awarded as a result of this RFP may be cancelled by the City within thirty (30) days with a written notice by the City of Hallandale Beach.~~ **As per section 18.1 of Attachment A – Franchise Agreement, This Agreement may be terminated by CITY for convenience, upon providing sixty (60) days written notice to Franchisee.**

The Contract shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City.

The submittal responses shall be valid until City Commission awards a contract as a result of this RFP. City reserves the right, where it may serve the City of Hallandale Beach's best interest, to request additional information or clarification from Proposers.

Notwithstanding anything to the contrary contained herein, the City of Hallandale Beach reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the City of Hallandale Beach.

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PLEASE NOTE: ORIGINAL PERFORMANCE AND LABOR MATERIALS PAYMENT BOND, page 13

A Performance and Labor Materials Payment Bond in an amount equal to one hundred (100%) percent of total Contract amount awarded must be submitted by the Awarded Contractor within fifteen (15) days after receipt of Notification of Award. The Notification of Award is the day Commission meeting is held to award the contract. The Procurement Department will notify the awarded Firm of this date via a letter. An original Performance and Labor Materials Payment Bond must be provided in an amount equal to 100% of the Contract price issued by a surety company licensed to do business in the State of Florida. (F.S. 255.05). On approval of any Contract change increasing the Contract price, Contractor shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract price as increased. The performance and payment bond must be recorded with Broward County prior to submitting to the City.

PLEASE NOTE: ~~REVISED~~ PERFORMANCE AND LABOR MATERIALS PAYMENT BOND, page 13

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As per section 17.1 of Attachment A – Franchise Agreement, Franchisee shall furnish a performance bond as security for the performance of this Agreement with the City within thirty (30) Days of the Effective Date. Said performance bond will be equal to fifty percent (50%) of the previous year’s invoiced service fees, or fifty percent (50%) of the anticipated service fees for the first year of the Agreement. The premium for the performance bond described above shall be paid by Franchisee. The performance bond shall be written by a surety company licensed to do business in the State of Florida with an A.M. Best Financial rating of A-VI or higher for the most current calendar year available. The Surety or Sureties shall be a company or companies satisfactory to the City.

PLEASE NOTE RECEIPT OF ADDENDUM # 2 BY COMPLETING ‘FORM P: ACKNOWLEDGEMENT OF ADDENDA’ WITH YOUR FIRM’S SUBMISSION.