



City of West Park, Florida

**Request for Proposals
for
Residential Solid Waste, Bulk Waste and
Recycling Collection Services**

Request for Proposals No. 2020-0911

For information, contact:

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1965 South State Road 7
West Park, Florida 33023
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SECTION 1 - NOTICE OF REQUEST FOR PROPOSALS

The City of West Park, Florida (CITY) issued the following Request for Proposals (RFP) Notice pertaining to Residential Solid Waste, Bulk Waste and Recycling Collection Services within the CITY. The Notice of RFP was published in the Sun-Sentinel, on Demandstar.com, and the City's website on the week of Sunday, July 26, 2020.

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

Copies of the proposal packages are on file in the City Clerk's Office and are available for inspection by prospective proposers. Prospective proposers may request a copy of the proposal package by downloading it from Demandstar at: www.demandstar.com or from the City's website at www.cityofwestpark.org.

Sealed proposals are to be submitted to City of West Park, City Clerk, 1965 South State Road 7, West Park, Florida 33023 by 3:00 p.m. on Friday, September 11, 2020. Proposals will be opened at 3:01 p.m. or shortly thereafter on Friday, September 11, 2020, and distributed to the Selection Team for review. Proposals received after the specified date and time will not be accepted.

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

Local Preference Policy:

For purposes of this section, a Local business means a business domiciled within the City of West Park city limits that is in compliance with all City of West Park licensing

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

Sec. 2-164. Of the City of West Park Code of Ordinances provides for a local preference in vendor selection.

(a) Competitive bid.

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

(2) Preference for disadvantaged business bidders. Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, or at the discretion of the city administrator, when a responsive, responsible non-disadvantaged business

submits the lowest price bid, and the bid submitted by one or more responsive, responsible disadvantaged business(es) is within ten percent of the price submitted by the non-disadvantaged business, then the disadvantaged business(es) shall have the opportunity to submit, within five business days of the bid opening, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-disadvantaged business. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a disadvantaged business and a non-disadvantaged business, contract award shall be made to the disadvantaged business. However, in the case of a tie in the best and final bid between a non-local disadvantaged business and a local business, contract award shall be made to the local business.

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

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

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

(c) Application of preferences. At the discretion of the city administrator, preferences may be additive and computed as a whole on the bid or proposal. For example, the city,

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

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

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

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

Equal Opportunity Employer

The City of the West Park is an Equal Opportunity Employer and encourages the

participation of Minority and Women Business Enterprise (MWBE), Disadvantage Business Enterprise (DBE) or Airport Concessions Disadvantage Business Enterprise (ACDBE) vendors.

Cone of Silence

Please be advised that the City of West Park comply with the Broward County's Cone of Silence Ordinance.

SECTION 2 - BACKGROUND INFORMATION

2.1 INTRODUCTION

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

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

2.2 GENERAL INFORMATION

The City of West Park ("CITY") was incorporated in March 2005. The City is located in Broward County. The City is comprised of approximately 2.2 square miles with certain lakes known as Twin Lakes. The City has approximately 13,500 residents. The CITY is bordered on the north by Pembroke Road, on the south by Countyline Road, on the west by State Route 7/ U.S. 441 and on the east by SW 32nd Avenue. The CITY's fiscal year begins October 1st and ends on September 30th. The CITY provides, primarily through contracts, the normal range of governmental services including parks and recreation, road maintenance, planning, zoning and building, and code enforcement to its citizens. Police, Fire, and Rescue services are currently provided by the Broward Sheriff's Office. The current contract for residential solid waste collection and recycling collection services is with WastePro and expires December 31, 2020. A map of the CITY is

provided in Appendix A.

2.3 ESTIMATED SERVICE UNITS

The inventory of estimated Residential Dwelling Units contained in Appendix B is included to provide prospective Proposers with data from which to compute requested service rates. To the best of the CITY's knowledge, this information represents the estimated number of Residential Dwelling Units to be served under the terms of the Agreement. However, the number and category of Residential Dwelling Units to which Collection Service are to be provided under the Agreement, as stated in these RFP documents, are approximate and do not constitute a guarantee by the CITY as to the exact number or category of Residential Dwelling Units to be served.

2.4 COLLECTION SERVICES

The City solicits the following bids for Residential Solid Waste, Bulk Waste and Recycling Collection services. CONTRACTORS may propose on one or any number of other options:

2.4.1 RESIDENTIAL CART COLLECTION SERVICES -- BID OPTION #1

24.1.1 Residential Cart Solid Waste Collection Service - The CONTRACTOR shall provide Residential Cart Solid Waste Collection for all current and future residents of the City two times per week. Such service dates shall be no less than three days apart, excluding Sundays, and Christmas. The CONTRACTOR shall provide a new Grey 96-gallon Solid Waste collection cart with wheels and the City seal, to all current and future residents. The CONTRACTOR shall remove and dispose of all carts.

24.1.2 Residential Cart Recycling Collection Service - The CONTRACTOR shall provide Collection of Recyclable Materials to all Residential Containerized Service Units. Collection of Recyclable Materials shall be provided one (1) time per week on a regularly

scheduled Solid Waste Collection day. The CONTRACTOR shall provide a new Blue 96-gallon recycling cart, with wheels and the City seal, to all current and future residents. The CONTRACTOR shall remove and dispose of all carts. Such service dates shall be no less than three (3) days apart, excluding Sundays, and City Holidays. The CONTRACTOR shall provide to each current and new Residential Containerized Service Unit the number of Recycling Carts required as to prevent overflow based on a one (1) time per week Collection.

2413 Residential Bulk Waste Collection Service – Residential Curbside
- The CONTRACTOR shall provide twelve (12) annual (one time per month) collection for Bulk Waste from Residential Curbside Service Units -- on a schedule determined by the City Manager. Additional Bulk Waste Collections shall be provided at the rate specified in the Agreement.

2.4.2 RESIDENTIAL CURBSIDE AUTOMATED CART COLLECTION SERVICES – OPTION #2

2421 Residential Automated Cart Collection Service

Residential Curbside Service shall be provided in an automated cart method twice per week to future and current residents. The CONTRACTOR shall provide a new grey 96 Gallon cart with wheels and the City seal, to all current and future residents. The CONTRACTOR shall remove and dispose of all carts.

2422 Automated Recycling Collection Services

The CONTRACTOR shall provide automated collection of Recyclable Materials to all Residential Curbside Service Units. Collection of Recyclable Materials shall be provided one (1) time per week on a regularly scheduled Solid Waste Collection day. The CONTRACTOR shall provide one (1) new blue 96 Gallon Recycling Cart with wheels and the City seal to each current and new Residential Curbside Service Unit for the term of the Agreement. The CONTRACTOR remove and dispose of all carts.

2423 **Residential Bulk Waste Collection Service - Residential Curbside** - The CONTRACTOR shall provide twelve (12) annual (one time per month) collections for Bulk Waste from Residential Curbside Service Units - per current schedule (Appendix D) or as determined by the City Manager. Additional Bulk Waste Collections shall be provided at the rate specified in the Agreement.

2.4.3 CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION

2431 The Collection of Construction and Demolition Debris is excluded from this Agreement. This service shall not be included in this Agreement, and the rates for such services shall not be regulated by this Agreement.

2.4.4 ADDITIONAL SERVICES

The CONTRACTOR shall provide the following services at no cost to the CITY.

2441 **CITY Facilities** - The CONTRACTOR shall provide Collection and disposal of Solid Waste and Recyclable Materials without charge to the CITY. The current locations for the CITY facilities are included in Table 2.4.5.1.

Table 2.4.4.1 - Current Locations for City Facilities

City Facility	Parcel ID	Address
McTyre Park	514230140010	3501 SW 56th Avenue, West Park
Mary Saunders Park	514219016250	4750 SW 21st Street, West Park
City Hall	514124240020	1965 South State Road 7, West Park
City Hall Annex.	TBA	TBA
Water Tower Park	514230071052	3900 SW 39 th Street, West Park
Vacant lot	514124021061	2417 S. State Road 7
	514219016030	West of 4901 SW 23 Street
Access Road	514230130800	Access Road
Mary Saunders Park	514219016250	SW corner of Mary Saunders Park
Vacant lot	514124030780	2225 SW 58 th Avenue
Vacant lot	514124110130	5690 Pembroke Road
Mary Saunders Park	514219017140	N. side of Mary Saunders Park BB courts and buildings

Vacant lot	514124110860	West of 5634 SW 20 th Street
Vacant lot	514219017180	East of 5121 SW 18 th Street
Vacant lot	514124110920	South of 2015 SW 57 th Avenue
Vacant lot	514219017230	East of 5015 SW 18 th Street
Vacant lot	514124110980	East of 5621 SW 21 st Street
Vacant lot	514219017260	East of 5010 Pembroke Road
Vacant lot	514124110990	West of 5605 SW 21 st Street
Vacant lot	514219021740	West of 5213 SW 22 nd Street
Vacant lot	514124111680	West of 5735 SW 19 th Street
Vacant lot	514219023220	West of 5532 SW 22 nd Street
Vacant lot	514125050011	Retention Pond Hallandale Bch. Blvd. & SR7
Vacant lot	514219050630	East of 4007 SW 19 th Street
Vacant lot	514125050022	Retention Pond Ronald Road & SR7
Vacant lot	514219050560	3 lots East of 4012 SW 18 th Street
Vacant lot	514125080080	Retention Pond N. of 3625 S. State Road 7
Vacant lot	514219050710	4025 SW 19 th Street
Vacant lot	514219011631	West of 4331 SW 21 st Street
Vacant lot	514230020060	West of 4040 SW 25 th Street
Vacant lot	514219014133	3 lots West of 4602 Pembroke Road
Vacant lot	514230021250	West of 4220 SW 26 th Street
Water Tower Park	514230071059	Roadway and Sidewalk to Water Tower Park
Vacant lot	514219014700	West of 4621 SW 21 st Street
Vacant lot	514230081130	North of 3410 SW 40 th Avenue

- 2442 **Community Events** - The CONTRACTOR shall provide Container(s), Roll-Off(s), Garbage Can(s), Recycling Bin(s), Recycling Cart(s) and other requested receptacles, at no cost to the CITY or the Community Event co-sponsors, to be collected on call at a maximum of twelve (12) Community Events per year for the term of the Agreement. The CONTRACTOR shall be responsible for the expenses of Container rental and maintenance, Collection, Disposal Charges, locks and all other expenses incurred for the Community Events.
- 2443 **Implementation Notices:** The contractor shall send periodic notices to all City residents about the new service method, to include and not be limited to: 1) how service is provided; 2) how carts should be placed at curbside; 3) when services will be provided; 4) when carts with wheels will be delivered; and 5) the date service will commence. At no cost to the City, Contractor shall send notices (in form of a flyer) to residents, at least two times a year, about Solid Waste Garbage Collection, Bulk, and Recycling services. The periodic notices are intended to continue reminding the residents about the method of service, thus allowing efficient and effective service performance.
- 2444 **Special Pickups Requested by the City:** As reasonably requested by the City, Contractor shall assist the City with the collection of illegally dumped bulk trash or piles. The City shall compensate Contractor at an agreed upon amount to be negotiated by the parties during the contract negotiations. Contractor shall pickup not more than 20 yards, a roll-off of tires from the City monthly at no cost to the City.
- 2445 **Special Pickups Requested by the Resident:** The contractor shall work with the City to establish a policy, procedures and a price for special bulk trash pickup service to residents. Special bulk trash pickup service shall be considered an extra service requested by

residents, in excess of regularly provided trash pickup service.

2.5 SUMMARY OF INTENT

The CITY's intent and the requirements of this proposal document are to continue to provide its citizens' with the appropriate level of service, at the best price and with the highest quality of service.

The specifications contained within this RFP are designed to establish an effective, efficient, uniform and safe system of Residential Solid Waste, Bulk Waste and Recycling Collection that provides for the following intended purposes:

- (1) Establish and maintain a continuous and uniform level of Collection service in order to assure protection of the health, safety and welfare of the community.
- (2) Collect Solid Waste, Bulk Waste and Recyclable Materials in a coordinated manner, by a routing system that will improve current Collection services while decreasing costs.

To this end, the CITY has tried to provide as much information as possible to all prospective Proposers in order to allow them to compute fair and reasonable rate quotes. **However, it is the sole responsibility of the Proposer to calculate and be responsible for the prices quoted in the applicable set of Cost Proposal Forms located in Section 6 of the RFP.**

END OF SECTION 2

SECTION 3 - GENERAL INSTRUCTIONS

3.1 RFP Documents

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

3.2 Mistakes

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

3.3 Taxes

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

3.4 Additional Terms And Conditions

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

3.5 Interpretations And Inquires

All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies or questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, and received by the CITY no later than 5:00 p.m., local time on August 24, 2020. Written inquiries should be emailed to:

Alexandra Grant, City Clerk
agrant@cityofwestpark.org
City of West Park
1965 South State Road 7
West Park, Florida 33023
Phone: 954-989-2688
Fax: 954-989-2684

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

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

3.6 Verbal Agreements

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

3.7 No Contingent Fees

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee, agent, consultant or lobbyist working solely for the CONTRACTOR, to solicit or secure the awarding of this RFP and resulting Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee, agent, consultant or lobbyist working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this RFP or making of the Agreement. Violation of this provision shall result in the Proposer's Proposal Security, as set forth in Section 4.4.13 of this RFP, being forfeited to the CITY as liquidated damages, not as a penalty. The CITY also reserves the right to pursue any other remedies or actions available to it to respond to such violation.

3.8 Independence

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

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

3.9 Disqualification Of Proposers

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

3.10 Assignment; Non-Transferability of Proposal

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

3.11 Legal Requirements

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

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

3.12 Familiarity With Laws And Ordinances

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

3.13 Advertising

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

3.14 Execute Agreement

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

3.15 Facilities

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

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

3.16 Withdrawal or Revision of Proposal Prior to and After Opening

A Proposer shall not withdraw, modify or correct a proposal after it has been deposited with the CITY. The withdrawal, modification or correction of a proposal after it has been deposited with the CITY shall constitute a breach by the Proposer. In the event a Proposer withdraws, modifies or corrects a proposal, the CITY shall retain the proposal security (cash bond) for the Proposer's breach. All proposal prices shall be guaranteed firm for a minimum of ninety (90) calendar days after the submission of the proposal. No Proposer may withdraw its proposal within ninety (90) calendar days after the proposal opening date.

3.17 CITY's Exclusive Rights

The CITY reserves the exclusive rights to:

- 1) Waive any deficiency or irregularity in the selection process;
- 2) Accept or reject any or all qualifications statements in part or in whole;
- 3) Request additional information as appropriate; and,
- 4) Reject any or all submittals if found by the City Commission not to be in the best interest of the CITY.

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

3.18 Addenda

The CITY reserves the right to issue addenda. Each Proposer shall acknowledge receipt of such addenda on Form 13 of the Qualification Package. In the event

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

3.19 Examination of the Site of the Work

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

3.20 Adjustment/Changes/Deviations

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

3.21 Governmental Restriction

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

3.22 Public Records

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

3.23 Subcontracting

No subcontracting will be permitted. Any Proposer that submits a proposal which contains any subcontracting work or provision shall be considered non-responsive and the CITY will not give any further consideration to its proposal. The CITY may, at its discretion, allow for the use of subcontractors in emergency situations as specified in the Agreement.

3.24 Public Entities Crime

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

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

3.25 Non-Collusion Affidavit

The Proposer shall include the Non-Collusion Affidavit as set forth in Form 11 of Section 5 of this RFP and as described in Section 4 of the RFP. Proposer's failure to include the affidavit shall result in disqualification.

3.26 Understanding RFP Documents

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

END OF SECTION 3

SECTION 4 - SPECIFIC TERMS AND CONDITIONS

4.1 Mandatory Pre-Proposal Meeting

A **mandatory** pre-proposal meeting will be held on **Monday, August 24, 2020**, at **11:00** a.m., local time, at City Hall, 1965 South State Road 7, West Park, Florida 33023. Failure of a Proposer to be present for the entire mandatory pre-proposal meeting, beginning at the time stated above and concluding at the dismissal of the mandatory pre-proposal meeting by the CITY, shall render a Proposer to be deemed non-responsive and the proposal shall not be considered for award. Decisions of the CITY shall be final.

At the pre-proposal meeting, representatives of the CITY will be available to answer questions and explain the intent of this RFP. Questions about, or requested modifications to, the RFP documents should be submitted in writing and received by the CITY at least five (5) Business Days prior to the pre-proposal meeting. To the extent possible the CITY will also consider other questions or concerns that may be raised at that time. After the pre-proposal meeting, the CITY may prepare written documentation to answer questions which were addressed at the pre-proposal meeting which relate to interpretation of, or changes to, the RFP documents which the CITY deems appropriate for clarification.

4.2 Submittal, Receipt and Opening of Proposals

All proposals, comprised of both the "Qualification Package" and the "Cost Package", shall be submitted on or **before 3:00 p.m.**, local time on Friday, **September 11, 2020** to:

Attn: City Clerk
City of West Park
1965 South State Road 7
West Park, Florida 33023
BID# 2020-0911

All Proposers are reminded that it is the sole responsibility of the Proposer to ensure that their proposal is time stamped in the Office of the City Clerk prior to **3:00 p.m.**, local time on **September 11, 2020**. Failure of a Proposer to submit their proposal and ensure that their proposal is time stamped prior to the time stated above shall render a Proposer to be deemed non-responsive and the proposal shall not be considered for award. Proposals submitted and time stamped on or before **3:00 p.m.**, local time on **September 11, 2020**, shall be opened publicly in accordance with Section 4.4 and Section 4.6.

4.3 Preparation of Proposals

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

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

4.3.2. **Proposal Packaging** – Each proposal shall be submitted in two (2) separate plain sealed parcels, boxes, or other secure packaging; one being the “Qualification Package”, the other being the “Cost Package”, in accordance with Section 4.4 and Section 4.6. The outside of each sealed package must clearly indicate the submitting RFP No. 2020-0911, “Residential Solid Waste, Bulk Waste and Recycling Collection Service”, Proposer's name, address and the name and telephone number of the Proposer’s specific contact person. In addition, each package shall be appropriately marked as either the “Qualification Package” or the “Cost Package”. **The “Qualification Package” and the “Cost Package” shall each contain ten (10) complete copies and one (1) original, and are required to be submitted to the City by the date and time indicated in Section 4.2. Each copy shall contain all required information in order to be considered responsive.**

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

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

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

4.3.4. **Proposal Format** – The proposal shall be typewritten on both sides of 8 ½ x 11-inch white paper. Pages shall be secured by staple, cerlox binding or similar closure. Proposals shall be organized in chapters according to Table 4.3.4. Chapters shall be separated by a tab indicating the chapter number.

All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter “a” “b” “c” etc. If a form is provided and additional forms are needed, the form may be copied. The copied pages

are to be numbered the same as the form with the addition of the letter “a” “b” “c” etc.

Responses must be complete and unequivocal. In instances where a response is not required, or is not applicable or material to the proposal, a response such as “no response required” or “not applicable” is acceptable.

Table 4.3.4 - Proposal Format

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

Cost Package	
Chapter 1	Residential Curbside Carts Cost Form
Chapter 2	Residential Automated Cost Form
Chapter 3	Emergency Preparedness Plan Costs

4.4 Qualification Package

The Qualification Package will be publicly opened at City Hall, 1965 South State Road 7, West Park, Florida 33023, at or shortly after 3:00 p.m., local time, on **September 11, 2020**. The City Clerk shall examine the documentation submitted in the Qualification Packages to determine the responsiveness and responsibility of each Proposer. Proposers must provide the following information in the separate Qualification Package:

441 Letter of Intent - The Letter of Intent is to be signed by an officer of the company authorized to bind the submitter to its provisions. The Letter of Intent is to contain a statement indicating the period during which the proposal will remain valid. A period of not less than ninety (90) calendar days is required.

442 Proposer's Statement of Organization - Proposers must complete Form 1. Proposers are permitted to supply additional information that will assist the CITY in understanding the Proposer's organization.

443 Staffing - Proposers must demonstrate significant staff expertise in effectively managing a Residential Solid Waste, Bulk Waste and Recycling Collection contract. Proposers must provide an organizational chart for residential curbside, residential containerized and commercial Collection services. Proposers must carefully provide, in the format requested, all of the information requested in Form 2. Proposers must agree to provide a supervisor who will be accessible to the CITY at all times in accordance with Section 9.1 of the Agreement. The Proposer must provide the name of the individual who will fill this position, describe their qualifications

and describe the method by which accessibility will be achieved (e.g., cell phone).

444. Experience - Proposer must have, as a minimum, five years of successful experience in collecting residential curbside, residential cart, Bulk Waste and Recyclable Materials. A summary of all (but not more than 10) of the most recently awarded and serviced (but not necessarily completed) comparable jobs, going back no more than five (5) years must be provided. This record must show the name of the City, address, description of work, dates of service, cost of work in dollars, and a contact/reference person with phone number. Additionally, the Proposer must have experience collecting Residential Solid Waste, Bulk Waste and Recyclable Materials of a population size (measured by number and type of residential units) comparable to the population size of the CITY. Proposers shall provide references for all jobs summarized using Form 3 provided in Section 5.

445. Available Resources - Proposers shall provide a list of facilities, equipment (including equipment age) and personnel available to do the work or a certified statement of financial capability from a financial institution demonstrating the Proposer's ability to acquire the necessary assets to perform the Agreement as bid. In addition, Proposers shall provide an explanation on how this equipment will be used in the CITY. Also, Proposers must show how this equipment will be sufficient to handle the Proposer's total workload including non-CITY projects. A summary of all proposed equipment is to be completed in accordance with Forms 4, 5, 6, 7 and 8. All Collection vehicles shall meet the Agreement requirements. The CITY reserves the right to require the Proposer to provide samples of the Recycling Bins and/or Recycling Carts specified in Form 8. The CITY may disqualify any Proposer it concludes does not possess either the acceptable resources referred to above or has not provided a satisfactory statement of financial capability.

- 446 Financial Stability** - Proposers shall demonstrate financial stability. Proposers must provide a statement of the Proposer's financial stability, including information as to current or prior bankruptcy proceedings. Proposals shall include a copy of the most recent two (2) years of annual financial report/annual audit/10K and the most recent 10Q, if appropriate. Financial reports provided must include, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows.
- 447 Financial Statement** - Proposers must include a copy of their latest audited financial statements. If the Proposer is a corporation, it must submit a copy of the latest audited financial statements of the corporation. In the event the Proposer does not have audited financial statements, they may substitute reviewed financial statements prepared by a CPA and complete federal tax returns for the last two years.
- 448 Transition Plan** - Proposers shall provide a detailed description of how services will be initiated under the Agreement. Ensuring a smooth and seamless transition is of critical importance to the CITY.
- 449 Customer Service Plan** - Proposer must provide a detailed plan describing how customer service issues, including complaints, will be handled. See Section 10 of the Agreement.
- 4410 Corporate Goodwill** - Proposer shall provide a detailed statement of the benefits that the Proposer will bring, above and beyond the requirements in the Agreement, to the community in terms of improving the quality of life in the CITY.
- 4411 Litigation History** - Proposers must provide a summary of any litigation or arbitration that the Proposer, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the

monetary amounts involved. The CITY may disqualify any Proposer it determines to be excessively litigious.

4412 Bonding Company Commitment - In accordance with Form 9 in Section 5 of this RFP, Proposers shall provide an irrevocable letter of commitment from a State of Florida licensed bonding company to provide a Performance Bond for services as bid. The irrevocable letter of commitment must specifically refer to Form 9 of this RFP and accept the requirements and conditions of the Performance Bond set forth therein, including the dollar size of the Performance Bond as stipulated in the Agreement. No other forms will be acceptable. Performance Bonds shall be issued by approved bonding companies, acceptable to the City, and limited to those companies authorized to transact business in the State of Florida, having a resident agent in the State of Florida and meeting the following requirements and/or limits: Surety shall be rated "A+" as to management and "FSC XV" or better as to the strength by Best's Insurance Guide or Surety shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds or bonding limits shall not exceed 20% of its policy surplus (capital & surplus) as listed in Best's Insurance Guide; and, Surety shall have been in business and have a record of successful and continuous operation for at least five years; further, all bonds shall contain all provisions required by §255.05, Florida Statutes, guarantee the performance of the Agreement and serve as security for the payment of all persons performing labor and furnishing materials in connection with the Agreement.

4413 Proposal Security (Cash Bond) - Each proposal shall be accompanied by Proposal Security in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) or an irrevocable letter of credit, pledging that the Proposer shall proceed with the continued development of its proposal and, if the Proposer is selected, to enter into a Solid Waste, Bulk Waste and Recycling Collections Services Agreement with the CITY on the terms stated on the proposal security form, located in Section 5, and will furnish bonds

covering the faithful performance of that Agreement and payment of all obligations arising hereunder. Should the Proposer refuse to continue with the development of its proposal, refuse to enter into the Agreement contained in Section 7 of this RFP or fail to furnish such bonds, the amount of the Proposal Security shall be forfeited to the CITY as liquidated damages, not as a penalty.

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

The Proposal Security shall be in the form of a cashier's check drawn on a U.S. Bank, in (\$) U.S. dollars, payable to the CITY.

The CITY shall have the right to retain the Proposal Security of Proposers from whom an award of the Agreement is being considered until either (1) the Solid Waste, Bulk Waste and Recycling Collections Services Agreement has been executed and bonds have been furnished, or (2) the specified time has elapsed so that proposals may be withdrawn, or (3) the Proposer's submitted proposal has been determined to be non-responsive or disqualified by the City Manager or (4) all proposals have been rejected.

Default of Proposer shall occur upon the failure of the Proposer to deliver within the time required by the RFP including the executed Agreement and any performance and payment bonds required by the RFP and Agreement. Proposal Securities will be returned to unsuccessful Proposers within fifteen (15) days following notice of the non-responsiveness or disqualification of the proposal and that of the qualified Proposer(s) upon the execution of the Solid Waste, Bulk Waste and Recycling Collections Services Agreement.

4414 Insurance Requirement - Proposer must provide proof in the form of a certificate of insurance complying with the requirements specified in the Agreement located in Section 7.

4415 Criminal Convictions - Proposers must provide a summary of any criminal convictions of the company, owners, and/or officers related to the services being bid. The CITY may disqualify a Proposer on the basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, or unfair competition.

4416 Proposer's Non-Collusion Certification - Any Proposer submitting a proposal to this RFP must complete and execute the Non-Collusion Affidavit of Proposer (Form 11) included in Section 5 of these RFP documents.

4417 Independence Affidavit - Proposers shall list and describe their relationships with the CITY in accordance with Section 3.8 of the RFP.

4418 Drug-Free Workplace - Proposer shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed certification of compliance (Form 12), must be submitted with the RFP response.

4419 Emergency Preparedness Plan - The plan shall address the steps the CONTRACTOR will take to assist the CITY in the aftermath of a hurricane, severe storm or such other natural and man-made disaster that may occur. Emergency assistance is not exclusive to the Agreement. The CONTRACTOR shall work with the CITY and other agencies or service providers selected by the CITY during emergency situations. The Emergency Preparedness Plan shall delineate the equipment, hand tools, vehicles, and any other type of materials required by the Proposer that the Proposer if selected shall have available to assist with the CITY's cleanup efforts.

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

- (1) General Plan Description;
- (2) Readiness/Preparedness Steps (Action Plan);
- (3) Proposer's planned Equipment and Manpower Resources;
- (4) Planned utilization of Temporary Storage Locations; and
- (5) Assistance and Coordination Plan with other contractors, government officials and other affected communities.

4420 Addenda - The Proposer shall complete and sign the Acknowledgement of Addenda Form #13 in Section 5 and include it in the Qualification Package in order to have the proposal considered. In the event any Proposer fails to acknowledge receipt of such addenda, his/her proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

4421 Certification to Accuracy of Proposal - Proposer shall certify and attest, by executing Form 14 of Section 5 of these RFP documents, that all Forms,

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

4.5 Qualification Evaluation

The City Manager shall examine the documentation submitted in the Qualification Package to determine the responsiveness of each Proposer. Failure to provide the required information will disqualify any such proposal as non-responsive, and such proposal will not be considered. The City Manager will disqualify any Proposers that make exaggerated or false statements.

The evaluation of proposals and the determination of conformity and acceptability shall be the sole responsibility of the City Manager. Such determination shall be based on information furnished by the Proposer, as well as other information reasonably available to the CITY.

The City Manager may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work and the Proposer shall furnish the CITY all such information and data for this purpose as the CITY may request before and during the proposal period. The City Manager reserves the right to make additional inquiries, interview some or all Proposers, make site visits, obtain credit reports, or any other action it deems necessary to fairly evaluate all Proposers. The City Manager may at his/her sole discretion reject a Proposer or qualify a Proposer.

Any Proposer found non-responsive and/or not meeting qualifications shall have their Cost Packages returned unopened.

4.6 Cost Package

Proposals that successfully qualify shall have their Cost Packages opened publicly at City Hall, 1965 South State Road 7, West Park, Florida 33023, on September 11, 2020 at **3:00 p.m.**, local time or shortly thereafter.

The Proposer’s Cost Package forms are located in Section 6 of these RFP documents. The Cost Package forms must be completed, signed and returned.

4.7 Cost Evaluation

The Agreement shall be awarded by the CITY utilizing a ranking and weighting process defined in the table and paragraphs below.

Table 4.7 - Scoring Criteria

Criteria	Weight
Residential Curbside Carts Bid Price Option 1	30 %
Residential Curbside Automated Bid Price Option 2	70 %
Total	100 %

Residential Curbside Cart Collections Service Bid Price (30%): Reflects the proposed bid price for Residential Curbside Cart Collection Service. Proposer with the lowest price for Residential Curbside Collection Service as reflected on Line 7 of Form 3 of Section 6 shall be ranked 1, the second lowest priced Proposer ranked 2, and so on until all Proposers are ranked. Each Proposer’s ranking in this category will be multiplied by a factor of .20 in order to arrive at their weighted score for this criterion.

Residential Curbside Automated Cart Collections Service Bid Price (70%): Reflects the proposed bid price for Residential Curbside Cart Collection Service. Proposer with the lowest price for Residential Curbside Collection Service as reflected on Line 7 of Form 3 of Section 6 shall be ranked 1, the second lowest priced Proposer ranked 2, and so on until all Proposers are ranked. Each Proposer’s ranking in this category will be multiplied by a factor of .20 in order to arrive at their weighted score for this criterion.

Upon reconciliation of the weighted scores defined above, the Proposer with the lowest average ranking score will be ranked 1, the Proposer with the second lowest average ranking score will be ranked 2, and so on until all Proposers are scored and ranked.

In the event of a tie in the final proposal ranking, preference shall be given in the order of precedence as follows:

- (1) Lowest residential curbside cart "Monthly Service Rate including Disposal" price (Line 7 of Form 2).
- (2) Lowest residential curbside automated cart "Monthly Service Rate including Disposal" price (Line 7 of Form 3).

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

4.8 Protest - Failure to Qualify

Upon notification by the City Manager that the Proposer is deemed non-responsive the City Clerk by 5:00 PM on the 3rd Business Day after notification or any right to protest is forfeited responsive and/or not qualified, any actual or prospective Proposer who is aggrieved in connection with that determination may protest to the City Manager. A protest must be filed with the City Manager. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received at the City of West Park Office of the City Clerk.

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

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

City Manager shall direct that all appropriate steps be taken to remedy.

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

The Appeal Bond shall be in the form of a cashier's check, drawn on a U.S. Bank and payable to the CITY, in the amount of One Hundred Thousand (\$100,000.00) dollars, and shall be in addition to the Protest Bond. Any protester/appellant filing an appeal must provide an Appeal Bond for that amount. The Appeal Bond shall compensate the CITY for the expenses of administering the appeal. If the appeal is decided in the protester/appellant's favor, the entire Appeal Bond shall be returned to the protester/appellant. If the Appeal is not decided in the protester/appellant's favor, the Appeal Bond shall be forfeited to the CITY. In the event of a timely protest and/or appeal, the City Manager shall stay the RFP process unless, after consulting with the City Attorney and a representative from the division for which the services are being hired, the City Manager determines that the continuation of the RFP process is necessary to protect substantial interests of the CITY. The continuation of the RFP process under these circumstances shall not preempt or otherwise affect the protest.

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

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

4.9 Protest- Award of Agreement

After the Notice of Intent to Award an Agreement is posted, any actual or prospective Proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the City Clerk. **A protest must be filed with the City Clerk by 5:00 PM on the 3rd Business Day after posting or any right to protest is forfeited.** The

protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received at the City Manager.

The Protest Bond shall be in the form of a cashier's check, drawn on a U.S. Bank and payable to the CITY, in the amount of One Hundred Thousand (\$100,000.00) dollars. Any Disqualified Proposer filing a Protest must provide a Protest Bond for that amount. The Protest Bond shall compensate the CITY for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the CITY.

The Protest Committee, consisting of the City Manager and other individuals appointed by the City Manager, shall conduct a formal review of each properly filed protest. Such review shall be open and subject to Florida's Sunshine Law. If the Protest Committee determines that the pending award of an Agreement or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken to remedy.

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

The Appeal Bond shall be in the form of a cashier's check, drawn on a U.S. Bank and payable to the CITY, in the amount of One Hundred Thousand (\$100,000.00) dollars, and shall be in addition to the Protest Bond. Any protester/appellant

filing an appeal must provide an Appeal Bond for that amount. The Appeal Bond shall compensate the CITY for the expenses of administering the appeal. If the appeal is decided in the protester/appellant's favor, the entire Appeal Bond shall be returned to the protester/appellant. If the Appeal is not decided in the protester/appellant's favor, the Appeal Bond shall be forfeited to the CITY.

In the event of a timely protest and/or appeal, the City Manager shall stay the award of the Agreement unless, after consulting with the City Attorney and a representative from the division for which the services are being hired, the City Manager determines that the award of the Agreement without delay is necessary to protect substantial interests of the CITY. The continuation of the award process under these circumstances shall not preempt or otherwise affect the protest.

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

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

4.10 Estimated Schedule

The CITY anticipates that RFP activities will take place at the dates and times listed below. However, these times and dates are subject to change at the discretion of the CITY.

	<u>DATE</u>
Request for Proposals Legal Advertisement	<u>July 26, 2020</u>
RFP Release	<u>July 26, 2020</u>
Mandatory Pre-Proposal Conference	<u>August 24, 2020</u>
Last Date for Submittal of Written Questions Prior to Proposal Due Date	<u>August 24, 2020</u>
	<u>September 11, 2020</u>
Public Announcement of Qualification Packages	<u>July 26, 2020</u>
Public Opening of Cost Packages	<u>September 11, 2020</u>
Notice of Intent to Award	<u>Week of September 27, 2020</u>
Award of Agreement	<u>October 7, 2020</u>
Execution of Agreement	<u>October 30, 2020</u>
Begin Collection Operations	<u>January 1, 2021</u>

4.11 Cone of Silence

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

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

END OF SECTION 4

SECTION 5 - QUALIFICATION FORMS

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

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

**FORM 2
STAFFING**

Attach an organization chart(s) for each applicable service type (Residential Curbside Collection Service and Residential Containerized Collection Service).

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

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

FORM 3
REFERENCES

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

1. Name of Public Agency: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

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

2. Name of Public Agency: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

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

3. Name of Public Agency: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

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

4. Name of Public Agency: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

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

FORM 3
REFERENCES
(CONTINUED)

5. Name of Public Agency: _____
Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Number of Residential Curbside Accounts Served: _____

Number of Residential Containerized Accounts Served: _____

Number of Commercial Accounts Served: _____

6. Name of Public Agency: _____
Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Number of Residential Curbside Accounts Served: _____

Number of Residential Containerized Accounts Served: _____

Number of Commercial Accounts Served: _____

7. Name of Public Agency: _____
Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Number of Residential Curbside Accounts Served: _____

Number of Residential Containerized Accounts Served: _____

Number of Commercial Accounts Served: _____

8. Name of Public Agency: _____
Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Number of Residential Curbside Accounts Served: _____

Number of Residential Containerized Accounts Served: _____

FORM 3
REFERENCES
(CONTINUED)

Number of Commercial Accounts Served: _____

9. Name of Public Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Number of Residential Curbside Accounts Served: _____

Number of Residential Containerized Accounts Served: _____

Number of Commercial Accounts Served: _____

10. Name of Public Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Number of Residential Curbside Accounts Served: _____

Number of Residential Containerized Accounts Served: _____

Number of Commercial Accounts Served: _____

FORM 4
RESIDENTIAL CURBSIDE SOLID WASTE COLLECTION VEHICLES

(COMPLETE ONE FORM FOR EACH TYPE OF COLLECTION VEHICLE)

1. Manufacturer and Model: _____
2. Number of Collection Vehicles by Age: New < 6 months _____
6 months < 1 Years _____
1 Year < 2 Years _____
2 Years < 3 Years _____
3 Years < 4 Years _____
4 Years < 5 Years _____
5 Years < 6 Years _____
6 Years < 7 Years _____
3. Body:
 - A. Type _____
 - B. Rated Capacity: _____ cubic yards
 - C. Practical or Net Capacity: _____ cubic yards
 - D. Weight:
GVW: _____ lbs
Tare: _____ lbs
4. Will the vehicles be owned, leased, or other?
5. Purchase cost of each vehicle: _____
6. Fuel type: _____

FORM 5
RESIDENTIAL CURBSIDE RECYCLABLE MATERIALS COLLECTION VEHICLES

(COMPLETE ONE FORM FOR EACH TYPE OF COLLECTION VEHICLE)

1. Manufacturer and Model: _____
2. Number of Collection Vehicles by Age: New < 6 months _____
6 months < 1 Years _____
1 Year < 2 Years _____
2 Years < 3 Years _____
3 Years < 4 Years _____
4 Years < 5 Years _____
5 Years < 6 Years _____
6 Years < 7 Years _____
3. Body:
 - A. Type _____
 - B. Rated Capacity: _____ cubic yards
 - C. Practical or Net Capacity: _____ cubic yards
 - D. No. of Bins or Compartments: _____
 - E. Net Capacity of Each Bin or Compartment:
(indicate if capacities are adjustable) _____ cubic yards
 - F. Weight:
GVW: _____ lbs
Tare: _____ lbs
4. Will the vehicles be owned, leased, or other? _____
5. Purchase cost of each vehicle: _____
6. Fuel type: _____

FORM 6
RESIDENTIAL CURBSIDE AND RESIDENTIAL BULK WASTE COLLECTION VEHICLES

(COMPLETE ONE FORM FOR EACH TYPE OF COLLECTION VEHICLE)

1. Manufacturer and Model: _____
2. Number of Collection Vehicles by Age:
New < 6 months _____
6 months < 1 Years _____
1 Year < 2 Years _____
2 Years < 3 Years _____
3 Years < 4 Years _____
4 Years < 5 Years _____
5 Years < 6 Years _____
6 Years < 7 Years _____
3. Body:
 - A. Type: _____
 - B. Rated Capacity: _____ cubic yards
 - C. Practical or Net Capacity: _____ cubic yards
 - D. Weight:
GVW: _____ lbs
Tare: _____ lbs
4. Will the vehicles be owned, leased, or other? _____
5. Purchase cost of each vehicle: _____
6. Fuel type: _____

FORM 7
RESIDENTIAL CART AND SOLID WASTE COLLECTION VEHICLES

(COMPLETE ONE FORM FOR EACH TYPE OF COLLECTION VEHICLE)

1. Manufacturer and Model: _____
2. Number of Collection Vehicles by Age: New < 6 months _____
6 months < 1 Years _____
1 Year < 2 Years _____
2 Years < 3 Years _____
3 Years < 4 Years _____
4 Years < 5 Years _____
5 Years < 6 Years _____
6 Years < 7 Years _____
3. Body:
 - A. Type _____
 - B. Rated Capacity: _____ cu.yd.
 - C. Practical or Net Capacity: _____ cu.yd.
 - D. Weight:
GVW: _____ lbs
Tare: _____ lbs
4. Will the vehicles be owned, leased, or other? _____
5. Purchase cost of each vehicle: _____
6. Fuel type: _____

FORM 8
SOLID WASTE CARTS, RECYCLING CARTS AND RECYCLING BINS

Solid Waste Carts

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

Recycling Carts

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

Recycling Bins

6. Manufacturer _____
7. Description and Type _____
8. Material of Construction (recycled content) _____
9. Durability (in service years) _____ years
10. Warranty Period _____ years

**FORM 9
PERFORMANCE BOND**

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature

Signature

Print Name

Print Name

Title

Title

CITY (OWNER):

City of West Park
1965 South State Road 7
West Park, Florida 33302

**SOLID WASTE, BULK WASTE AND
RECYCLING COLLECTION SERVICES AGREEMENT**

Date:

Amount: 110% of the cost of providing the service for the highest annual price.

Description (name and location):

BOND

Date (not earlier than
Solid Waste Agreement
Date):

Amount: _____

Modifications to this Bond: None _____ See Page(s) _____

**Form 9
Performance Bond
(continued)**

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature

Signature

Print Name

Print Name

Title

Title

(Any additional signatures please include at the end of the form)

FLORIDA RESIDENT AGENT

Print Name _____

Address _____

Phone _____ Fax _____

1. The CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, Managers, successors and assigns to the CITY for the performance of the Solid Waste, Bulk Waste and Recycling Collection Services Agreement, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Solid Waste, Bulk Waste and Recycling Collection Services Agreement, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
 - A. The CITY has notified the CONTRACTOR and the Surety at its address described in paragraph 10 below that the CITY is considering declaring a

Form 9
Performance Bond
(continued)

CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Solid Waste, Bulk Waste, and Collection Services Agreement. If the CITY, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Solid Waste, Bulk Waste, and Collection Services Agreement, but such an agreement shall not waive the CITY's right, if any, subsequently to declare a CONTRACTOR Default; and

- B. The CITY has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than twenty (20) days after the CONTRACTOR and the Surety have received.
4. When the CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- A. Arrange for the CONTRACTOR, with consent of the CITY, to perform and complete the Solid Waste, Bulk Waste and Recycling Collection Services Agreement; or
 - B. Undertake to perform and complete the Solid Waste, Bulk Waste and Recycling Collection Services Agreement itself, through its agents or through independent contractors; or
 - C. Obtain bids or negotiated proposals from qualified contractors acceptable to the CITY for a contract for performance and completion of the Solid Waste, Bulk Waste and Recycling Collection Services Agreement, arrange for a contract to be prepared for execution by the CITY and the contractor selected with the CITY's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Solid Waste, Bulk Waste and Recycling Collection Services Agreement, and pay to the CITY the amount of damages as described in paragraph 6 in excess of the balance of the contract price incurred by the CITY resulting from the CONTRACTOR 's default; or

Form 9
Performance Bond
(continued)

- D. Waive its right to perform and complete, arrange for completion, or obtain a new contractor acceptable to the CITY and with reasonable promptness under the circumstances:
- (1) After investigation, determine the amount for which it may be liable to the CITY and, as soon as practicable after the amount is determined, tender payment therefore to the CITY; or
 - (2) Deny liability in whole or in part and notify the CITY citing reasons therefore.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of an additional written notice from the CITY to the Surety demanding that the Surety perform its obligations under this Bond, and the CITY shall be entitled to enforce any remedy available to the CITY. If the Surety proceeds, on in part, without further notice, the CITY shall be entitled to enforce any remedy available to the CITY.
6. After the CITY has terminated the CONTRACTOR's right to complete the Solid Waste, Bulk Waste and Recycling Collection Services Agreement, and if the Surety elects to act, then the responsibilities of the Surety to the CITY shall not be greater than those of the CONTRACTOR under the Agreement, and the responsibilities of the CITY to the Surety shall not be greater than those of the CITY under the Solid Waste, Bulk Waste and Recycling Collection Services Agreement. To the limit of the amount of this bond, but subject to commitment by the CITY of the balance of the contract price to mitigation of costs and damages on the Solid Waste, Bulk Waste and Recycling Collection Services Agreement, the Surety is obligated without duplication for:
- A. The responsibilities of the CONTRACTOR for correction of defective work and completion of the Solid Waste, Bulk Waste and Recycling Collection Services Agreement;
 - B. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

Form 9
Performance Bond
(continued)

- C. Liquidated damages, or if no liquidated damages are specified in the Solid Waste, Bulk Waste and Recycling Collection Services Agreement, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the CITY or others for obligations of the CONTRACTOR that are unrelated to the Solid Waste, Bulk Waste and Recycling Collection Services Agreement. No right of action shall accrue on this bond to any person or entity other than the CITY or its heirs, executors, administrators or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Solid Waste, Bulk Waste and Recycling Collection Services Agreement or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two (2) years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the CITY or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this bond shall be construed as a statutory bond and not as a common law bond.
- 12. DEFINITIONS**
- A. **CONTRACTOR Default:** Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Solid Waste Agreement.

**Form 9
Performance Bond
(continued)**

- B. **Solid Waste, Bulk Waste and Recycling Collection Services Agreement:** The Agreement between the CITY and the CONTRACTOR identified on the signature page, including all Request for Proposals and Agreement Documents and changes thereto.
- C. **CITY Default:** Failure of the CITY, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Solid Waste, Bulk Waste and Recycling Collection Services Agreement or to perform and complete or comply with the other terms thereof.

MODIFICATONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature

Signature

Print Name

Print Name

Title

Title

Form 10
Proposal Security Form

All Proposals shall be accompanied by a Proposal Security in the form of a cashier's check, drawn on a U.S. Bank, in (\$) U.S. dollars, and payable to the City of West Park, in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00).

ATTACH CASHIER'S CHECK HERE

Form 11
Non-Collusion Affidavit

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

1. He/She is _____ of _____ the Proposer that has submitted the attached proposal; _____
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of West Park, Florida or any person interested in the proposed Contract; and
5. The cost proposals in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Print Name

Title

Date

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

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires:

Form 12
Drug-Free Workplace

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

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

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

Signature

Print Name

Title

Date

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

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires:

Form 14
Certification to Accuracy of Proposal

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

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

1. He/She is _____ of _____ the Proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all Forms, Affidavits and documents submitted in support of such proposal;
3. All Forms, Affidavits and documents submitted in support of this proposal and

included in the Qualifications Package are true and accurate;

4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

5. No information that is included in such Forms, Affidavits or documents is false or misleading.

Signature

Print Name

Title

Date

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

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires:

SECTION 6 COST FORMS

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

FORM 1
COST FORMS

The Undersigned hereby certifies as follows:

That _____ has personally and carefully examined the specifications and instructions for the work to be done for the City of West Park ("CITY") as set forth in Sections 1 - 5 of the Agreement in Section 7 of this RFP.

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

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

- 1. Residential Curbside Cart Collection Service**
- 2. Residential Curbside Automated Cart Collections Service**
- 3. Emergency Preparedness Plan Costs change like the other**

(See signature instructions below.)

FORM 1 (Cont.)

PROPOSER

President/Partner/Owner Signature

President/Partner/Owner Printed Name

Secretary

Firm Name

Individual: _____ Partnership: _____

Corporation _____, A _____ Corporation
(State of Incorporation)

Date _____

Signature Instructions:

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

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

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Form 2
Residential Curbside Cart Collection Services

The following cost proposal form is for Residential Curbside Cart Collection services. Collection service rates proposed on this form shall be fixed for the first three (3) years following execution of the Agreement, through December 31, 2024 and shall reflect service requirements as specified in the Agreement.

FORM 2- RESIDENTIAL CURBSIDE CART COLLECTION SERVICES (OPTION 1)	
1. Solid Waste Collection (Unlimited 2x week) (A)	\$ /Unit/Mo
2. Recycling Collection (manual, single-stream, 1x week) (A)	\$ /Unit/Mo
3. Bulk Waste Collection (12 per year) (A)	\$ /Unit/Mo
4. Disposal Rate (B)	\$ 10.82 /Unit/Mo
5. Recycling Bin Rate	\$ /Unit/Mo
6. Unlimited Recycling Bin Replacement	\$ /Unit/Mo
7. MONTHLY SERVICE RATE INCLUDING DISPOSAL(Nos. 1-6)	\$ /Unit/Mo

- (A) Monthly Residential Curbside Service Unit Collection element shall include the cost for Solid Waste Collection, Recycling Collection and Bulk Collection. Monthly Residential Curbside Service Unit Collection element shall be adjusted according to Section 6.11 of the Agreement.
- (B) The disposal rate of the above service rate is based upon a residential curbside generation rate (provided by the county of 1.95 tons per Residential Curbside Service Unit per year and a Disposal Charge per ton at the Designated Disposal Facility. Monthly Residential Curbside Service Unit disposal rate shall be adjusted according to Section 6.6.1 of the Agreement. Proposer’s adjustments to the disposal rate will not be considered by the CITY.

Form 3
Residential Curbside Automated Cart Collection Services

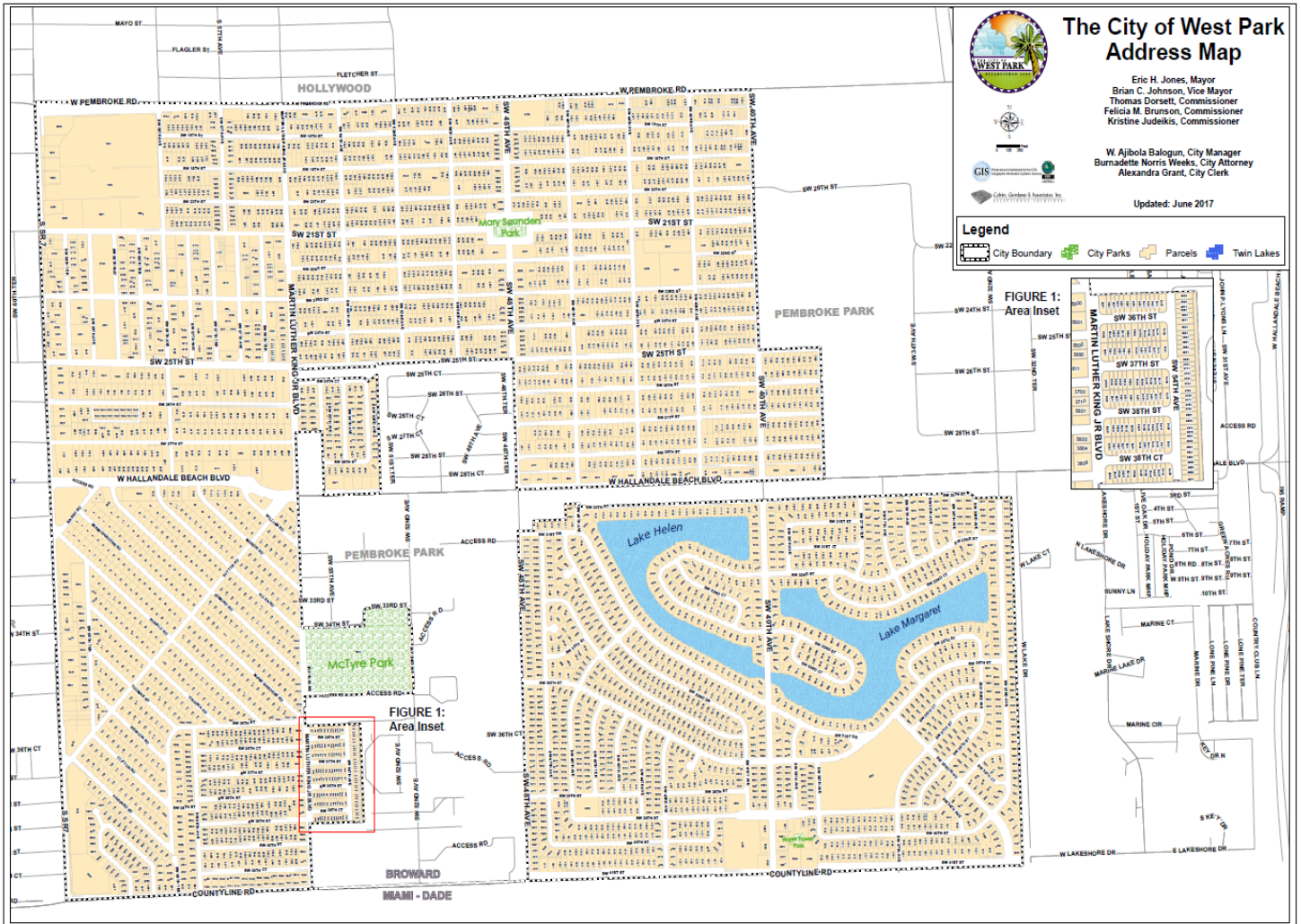
The following cost proposal form is for Residential Curbside Automated Cart Collection services. Collection service rates proposed on this form shall be fixed for the first three (3) years following execution of the Agreement, through December 31, 2024 and shall reflect service requirements as specified in the Agreement.

FORM 3- RESIDENTIAL CURBSIDE CART COLLECTION SERVICES (OPTION 2)	
1.	\$ /Unit/Mo
Solid Waste Collection (Unlimited 2x week) (A)	
2.	\$ /Unit/Mo
Recycling Collection (manual, single-stream, 1x week) (A)	
3.	\$ /Unit/Mo
Bulk Waste Collection (12 per year) (A)	
4.	\$ 10.82 /Unit/Mo
Disposal Rate (B)	
5.	\$ /Unit/Mo
Recycling Bin Rate	
6.	\$ /Unit/Mo
Unlimited Recycling Bin Replacement	
7.	\$ /Unit/Mo
MONTHLY SERVICE RATE INCLUDING DISPOSAL(Nos. 1-6)	

- (C) Monthly Residential Curbside Service Unit Collection element shall include the cost for Solid Waste Collection, Recycling Collection and Bulk Collection. Monthly Residential Curbside Service Unit Collection element shall be adjusted according to Section 6.5 of the Agreement.
- (D) The disposal rate of the above service rate is based upon a residential curbside generation rate (provided by the county of 1.95 tons per Residential Curbside Service Unit per year and a Disposal Charge per ton at the Designated Disposal Facility. Monthly Residential Curbside Service Unit disposal rate shall be adjusted according to Section 6.6.1 of the Agreement. Proposer’s adjustments to the disposal rate will not be considered by the CITY.

SECTION 7 - AGREEMENT

The Agreement located in this Section of the RFP shall be awarded for Solid Waste, Bulk Waste and Recycling Collection Services within the CITY. The CITY reserves the right to award or not to award the Agreement in the best interests of the CITY.



APPENDIX B – ESTIMATED RESIDENTIAL SERVICE UNITS

The information contained in this section is for informational purposes only. The CITY makes no warranty as to the accuracy of this information.

City of West Park Residential Solid Waste Customers Estimates As of July 1, 2020	
Number of Customers /Containers:	4,898
Number of Parcels:	4,325

**Appendix B-1
Residential Service Units**

Unit Type	DOR Use Code	Number of Units
Single Family	01	4,114
Multi-family - less than 10 units	08	485

	Description
Residential	
0	Vacant residential
1	Single family
2	Mobile homes
3	Multi-family - 10 units or more
4	Condominium
5	Cooperatives
6	Retirement homes (not eligible for exemption under section 196.192 F.S. others shall be given an institutional classification)
7	Miscellaneous residential (migrant camp, boarding homes, etc.)
8	Multi-family - less than 10 units
9	Undefined - reserved for use by department of revenue only

**END OF REQUEST FOR PROPOSAL FOR RESIDENTIAL
SOLID WASTE, BULK WASTE AND RECYCLING
COLLECTION SERVICES**