

City of North Lauderdale, Florida
701 SW 71st Avenue
North Lauderdale, FL 33068
954-722-0900

REQUEST FOR PROPOSALS (RFP)

SOLID WASTE SERVICES

RFP #21-03-404

Advertisement Date: Sunday, March 14, 2021

REQUEST FOR PROPOSALS (RFP)

Solicitation documents and Addenda are available on the City of North Lauderdale website at www.nlauderdale.org and DemandStar at www.demandstar.com

RFP NUMBER:	**21-03-404**
RFP TITLE:	**SOLID WASTE SERVICES**
RELEASE DATE:	**SUNDAY, MARCH 14, 2021 BY 12:00 AM EST**
NON-MANDATORY PRE-PROPOSAL MEETING:	**TUESDAY, MARCH 30, 2021 @ 10:00 AM EST**
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	**TUESDAY, APRIL 6, 2021 @ 6:00 PM EST**
ADDENDUMS AND RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:	**WEDNESDAY MARCH 23, 2021 @ 2:00 PM EST**
RFP DUE DATE/TIME:	**TUESDAY, APRIL 20, 2021 @ 3:00 PM EST**
EVALUATION COMMITTEE MEETING:	**WEDNESDAY, APRIL 29, 2021 @ 9:00 AM EST**
POSTING OF SHORTLISTED VENDORS	**MAY 2021**
PRESENTATIONS & FINAL RANKING:	**MAY 2021**
RECOMMENDATION TO CITY COMMISSION:	**MAY 2021**
DIRECT ALL INQUIRES TO:	**Andrew Rozwadowski** **Purchasing and Contracts Manager** **Phone: (954) 597-4776** **E-mail: arozwadowski@nlauderdale.org**
E-BID OPENING LOCATION:	**City of North Lauderdale** **701 SW 71st Avenue, 2nd Floor** **North Lauderdale, FL 33068**

***Dates in this schedule occurring after the RFP Due Date and Time may be amended by the City in its sole discretion, and no rights shall accrue to any Proposer due to such amendment. Proposer may not rely on dates after Due Date and Time until confirmed by the City.**

MINORITY/WOMEN'S/LABOR SURPLUS FIRMS PARTICIPATION: The City of North Lauderdale, in accordance with the requirements as stated in CFR 200.321 encourages the active participation of minority businesses, women's business enterprises, and labor surplus area firms as a part of any subsequent agreement whenever possible either as prime contractors or subcontractors.

Late bids will not be considered. **The DemandStar time stamp and due date shall be conclusive as to the timeliness of Proposer submission**. Facsimile submissions will not be accepted. The City of North Lauderdale is not liable for any costs incurred by a bidder in responding to this Solicitation.

It is the intent and purpose of the City of North Lauderdale to promote competitive bidding. **All communication regarding this Solicitation shall be submitted in writing to the contact listed above.**

The City of North Lauderdale reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposal received, to re-advertise for proposals, or to take any other such actions that may be deemed to be in the best interest of the City. The City anticipates entering into a written contract with the proposer who submits the proposal judged by the City to be the most beneficial, responsible, and most responsive.

LOCAL VENDORS: The City of North Lauderdale encourages active participation by local vendors. This procurement may qualify for Local Vendor Preference in accordance with Section 3-12 of the City's Code of Ordinances.

CONE OF SILENCE NOTICE: Proposers are hereby notified that this Solicitation is subject to a "Cone of Silence" pursuant to Section 3-7 of the City Code of Ordinances.

A Cone of Silence means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), and Request for Letters of Interest (RLI), bid or other competitive Solicitation governed by Chapter 3 of the Code of Ordinances for a purchase governed by Chapter 3 of the Code of Ordinances between:

1. Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and

2. Any member of the City Commission, all other city employees, and any non-employee appointed to evaluate or recommend selection in such procurement process. For purposes of this section, Vendor's Representative means an employee, partner, officer, or director of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

The cone of silence shall terminate at the time the city awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the Solicitation or other procurement process. If the City Commission refers the item back to the City Manager and staff for further review, the cone of silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the Solicitation or other procurement process. If a cone of silence is imposed for a competitive solicitation but the Solicitation is not issued, the cone of silence shall terminate upon a final determination by the Purchasing Division that the Solicitation will not be issued. When a cone of silence is terminated, public notice of the termination shall be posted.

TABLE OF CONTENTS

REQUEST FOR PROPOSALS (RFP) 2
TABLE OF CONTENTS 4
GENERAL TERMS AND CONDITIONS 6

1.1 NON-COLLUSION 6
1.2 INDEMNIFICATION 6
1.3 WARRANTIES 7
1.4 PERMITS, FEES AND NOTICES 7
1.5 PERFORMANCE 7
1.6 TERMINATION OF AGREEMENT 7
1.7 LICENSE OF RESPONDERS 8
1.8 CONTRACT/AGREEMENT 8
1.9 INDEPENDENT CONTRACTOR 8
1.10 SUB-CONTRACTORS 8
1.11 PERFORMANCE 8
1.12 LABOR, SUPERVISION, MATERIALS AND EQUIPMENT 9
1.13 ENFORCEMENT OF SPECIFICATIONS 9
1.14 COPIES OF SPECIFICATIONS 9
1.15 MEASUREMENT AND PAYMENT 9
1.16 CUSTOMER RELATIONS 9
1.17 TAX EXEMPTION 9
1.18 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT 9
1.19 REFERENCES 9
1.20 COSTS INCURRED BY PROPOSERS 9
1.21 DEBARMENT AND SUSPENSION 9
1.22 PROPOSAL PRICES 10
1.23 LEGAL REQUIREMENTS 10
1.24 CITY'S PROCUREMENT CODE 10
1.25 SCRUTINIZED COMPANIES 10
1.26 E-VERIFY COMPLIANCE 11
1.27 PUBLIC RECORDS 11

INSTRUCTIONS TO PROPOSERS *13*

2.1 DEFINED TERMS 13
2.2 INTRODUCTION OF THIS RFP 13
2.3 CONE OF SILENCE NOTICE 14
2.4 NON-MANDATORY PRE-PROPOSAL CONFERENCE 14
2.5 QUESTIONS AND INQUIRIES ON THIS SOLICITATION 15
2.6 ELIGIBILITY 15
2.7 QUALIFICATIONS OF PROPOSERS 15
2.8 INCONSISTENCIES/INQUIRIES 15
2.9 ADDENDA AND INTERPRETATIONS 15
2.10 LEGAL CONDITIONS 16
2.11 FORM OF PROPOSALS 16
2.12 COMPLETING REQUESTED FORMS 16
2.13 MISTAKES 16
2.14 REJECTION OF PROPOSALS 16
2.15 CAUSES FOR REJECTION 16
2.16 WITHDRAWALS 16
2.17 LICENSES 17
2.18 AGREEMENT TERMS AND RENEWALS 17
2.19 BID/PROPOSAL BOND 17
2.20 PERFORMANCE & PAYMENT BOND 18
2.21 INSURANCE REQUIREMENTS 18

BACKGROUND INFORMATION AND SCOPE OF PROPOSED SERVICES *21*

3.1 DEFINITIONS 21
3.2 HISTORY 26
3.3 OVERVIEW 26
I. FRANCHISE FEE TO BE ESTABLISHED BY THE CITY 26
II. DISPOSAL FACILITY/LANDFILL IN THE PERFORMANCE OF THE CONTRACT 26
III. EXAMINATION OF PROPOSER'S FACILITIES BY THE CITY 27
3.4 CURRENT COLLECTION AND DISPOSAL SERVICES 27
3.5 COMMENCEMENT OF SERVICE AND TRANSITION SCHEDULE 29
3.6 DRAFT FRANCHISE AGREEMENT 29

3.7 STATEMENT OF WORK 29

I. RESIDENTIAL COLLECTION SERVICES 29

II. RESIDENTIAL BULK WASTE COLLECTION SERVICE 30

III. RECYCLING SERVICES 30

IV. COMMERCIAL SERVICES 30

3.8 PURCHASE OF BUCKET/BOOM/GRAPPLE TRUCK 31

3.9 SOLID WASTE COMMUNITY OUTREACH POSITION 31

3.10 PAYMENTS: CITY NORTH LAUDERDALE & FRANCHISE FEE 31

3.11 COMMERCIAL COLLECTION PAYMENTS 31

3.12 HANDLING COMPLAINTS 31

3.13 RADIO COMMUNICATION 32

3.14 DATA GATHERING AND REPORTING 32

3.15 VEHICLE AND EQUIPMENT MINIMUM STANDARDS 32

3.16 INVOICES 33

3.17 DELETION OR MODIFICATION OF SERVICES 33

3.18 SUBSTITUTION OF PERSONNEL 33

3.19 DAMAGE TO PUBLIC OR PRIVATE PROPERTY 34

3.20 SAFETY 34

3.21 VERIFICATION OF EMPLOYMENT STATUS 34

3.22 RECOMMENDATION FOR AWARD 34

3.23 PROPOSAL SUBMISSION REQUIREMENTS 34

I. OVERVIEW 35

II. REQUIRED FORMS 35

III. OVERVIEW OF EVALUATION CRITERIA 35

IV. EXPERIENCE AND ABILITY 35

V. OPERATIONAL PLAN 36

VI. PREVIOUS EXPERIENCE 37

VII. BUSINESS EQUIPMENT AND OPERATIONS 38

VIII. FINANCIAL CAPABILITY 38

IX. LITIGATION 39

X. BUSINESS STRUCTURE & PROFESSIONAL REGISTRATION CERTIFICATES 39

3.24 ELECTRONIC SUBMISSIONS 39

3.25 PROPOSAL PRICE FORM 40

SPECIAL CONDITIONS 41

EVALUATION OF PROPOSALS AND AWARD OF CONTRACT 41

4.1 OVERVIEW OF EVALUATION METHOD 41

4.2 PHASE I AND PHASE II EVALUATIONS 41

I Phase I 41

II Phase II 41

4.3 EVALUATION CRITERIA 42

4.4 RANKING PROCESS 42

4.5 AWARD OF CONTRACT BY CITY COMMISSION 42

4.6 THE CITY'S ACCEPTANCE OR REJECTION OF PROPOSALS 43

4.7 LIMITATIONS ON PROPOSER'S RIGHTS 43

4.8 PROPOSER'S WARRANTIES TO CITY 44

4.9 BEST AND FINAL OFFERS 44

4.10 METHOD OF SUBMISSION FOR PRICING: 44

SUBMITTAL CHECKLIST 45

5.1 EVALUATION OF PROPOSALS AND AWARD OF CONTRACT 45

Exhibit A: Map of the Service Area

Exhibit B: Sample Franchise Agreement Draft

GENERAL TERMS AND CONDITIONS

SECTION # 1

SOLID WASTE SERVICES

RFP #21-03-404

These general terms and conditions apply to all offers made to the City of North Lauderdale by all prospective responding firms including but not limited to Invitations for Bid, Requests for Quotation and Requests for Proposal. As such, the words "quotation," "bid," and "proposal" may be used interchangeably in reference to all offers submitted by prospective responding firms. Any and all special conditions in this RFP or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety

1.1 NON-COLLUSION

Proposer shall not collude, conspire, connive or agree, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by person to fix the price or prices in the proposal or of any other responder, or to fix any overhead profit, or cost elements of the proposal price or the price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other responder, or any person interested in the proposed work. The proposer certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a response on the same project.

1.2 INDEMNIFICATION

GENERAL INDEMNIFICATION: Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged:

Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work;

or

violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work;

or

liens, claims or actions made by the Contractor or any sub-contractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Contractor

Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this

Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

1.3 WARRANTIES

Successful Offeror warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.

Successful Offeror warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

Successful Offeror warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

All warranties made by Successful Offeror together with service warranties and guarantees shall run to City and the successors and assigns of City.

1.4 PERMITS, FEES AND NOTICES

Successful Offeror shall secure and pay for all permits and fees, licenses, and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in the Price Proposal except where expressly noted in the specifications.

1.5 PERFORMANCE

Failure on the part of the Offeror to comply with the conditions, terms, specifications, and requirements of the bid shall be just cause for cancellation of the proposal award. The City may, by written notice to the Proposal, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.

1.6 TERMINATION OF AGREEMENT

TERMINATION FOR CAUSE AND DEFAULT

In addition to all other remedies available to the City, this RFP and Agreement shall be subject to cancellation by the City for cause, should the Successful Offeror neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by of written notice of such negligence or failure.

TERMINATION FOR CONVENIENCE OF CITY

This RFP and Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the

City to the Successful Offeror for such termination in which event the Successful Proposer shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the Successful Offeror abandons this Agreement or causes it to be terminated, the Successful Offeror shall indemnify the city against loss pertaining to this termination.

FUNDING OUT

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of North Lauderdale in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

1.7 LICENSE OF RESPONDERS

All responders must hold and submit with their response (and maintain same throughout the duration of the contract) current valid licenses as specified in the Solicitation for the types of work covered by the Contract.

1.8 CONTRACT/AGREEMENT

The proposer to whom award is made shall execute a written Franchise Agreement with the City. A proposed form of Franchise Agreement is attached.

1.9 INDEPENDENT CONTRACTOR

The proposer is engaged as an independent business and agrees to perform the work in the manner of and as an independent consultant. In accordance with the status of an independent consultant, the proposer covenants and agrees that the proposer will conduct itself consistent with such status, that the proposer will neither hold the City out as, not claim to be an officer or employee of the City for any right or privilege applicable to an officer or employee of the City, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

The proposer's staff personnel shall not be employees of the City, and the proposer alone shall be responsible for their work, the direction thereof, and their compensation and benefits of any kind. Nothing in the Contract/Agreement shall impose any liability or duty on the City on account of its acts, omissions, liabilities or obligations or any person, firm, company, agency association, corporation, or organizations engaged by the proposer as a(n) expert, consultant, independent consultant, specialist, trainee, employee, servant or agent or for taxes on any nature, including, but not limited to unemployment insurance, worker's compensation and anti-discrimination or work place legislation of any kind and the proposer hereby agrees to indemnify and hold harmless the City against any such liabilities, even if they arise from actions directed or taken by the City.

1.10 SUB-CONTRACTORS

If the Proposer proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the solicitation response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

1.11 PERFORMANCE

The proposer shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.

1.12 LABOR, SUPERVISION, MATERIALS AND EQUIPMENT

The proposer shall furnish, at his/her own expense, all labor, supervision, equipment, materials, supplies, paper products, and other equipment necessary for satisfactory completion of all the services as specified in this Solicitation, unless otherwise specified.

1.13 ENFORCEMENT OF SPECIFICATIONS

Copies of the specifications shall be placed in the hands of the Director of Public Services, who shall enforce every requirement of the contract. There will be no varying from the specifications.

1.14 COPIES OF SPECIFICATIONS

Copies of the specifications, details, and contract are on file in the City Clerk's Office of the City of North Lauderdale.

1.15 MEASUREMENT AND PAYMENT

Payment will be made in accordance with the Prompt Payment Act of Florida.

1.16 CUSTOMER RELATIONS

The proposer, all its employees and subcontractors under the supervision and control of the Contractor shall at all times at a site, office, or yard be required to conduct themselves in a professional and courteous manner and do all things necessary to insure good and harmonious customer relations. Continuous failure to abide by this requirement shall constitute a basis for termination of this agreement.

1.17 TAX EXEMPTION

All proposals must be submitted including all local, state and federal taxes, if applicable. Please contact the Finance Department for a copy of the Consumer's Certificate of Exemption.

1.18 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the work, the Contractor shall not discriminate against any person or applicant for employment in its operations, activities or delivery of services. The Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal opportunity employment laws and shall not engage in or commit any discriminatory practices against any person based on race, color, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, genetic information, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

1.19 REFERENCES

As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check and/or consumer affairs complaint. Proposer's submission of a bid constitutes acknowledgment of this process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

1.20 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation/and or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Proposer(s) and shall not be reimbursed by the City.

1.21 DEBARMENT AND SUSPENSION

The City shall have the authority to debar or suspend vendors. Causes for debarment or suspension include the following:

Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;

Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;

Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

Violation of City's contract provisions, which is regarded by the City Manager to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a city contract or to perform within the time limits provided in the city contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;

Debarment or suspension of the person or entity by any federal, state, or other governmental entity;

False certification pursuant to debarment and suspension decisions; and/or

Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the person or entity performing city contracts.

1.22 PROPOSAL PRICES

All prices included on the proposal submitted must be held firm through the completion of the scope of work.

1.23 LEGAL REQUIREMENTS

Each Proposer must comply with all federal, state, and local laws, ordinances, rules and regulations that are applicable to this RFP and the work to be performed under the Agreement, including the City's Procurement Code. The Proposer's lack of knowledge about the Applicable Law shall not be grounds for relief from such laws, or constitute a defense against the enforcement of such laws, or justify an increase in the Rates paid to the Contractor under the Agreement. By submitting a Proposal in response to this RFP, the Proposer represents that the Proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations that are applicable to the services required under this RFP. If a Proposer discovers any provision in this RFP that is contrary to or inconsistent with any Applicable Law, the Proposer shall promptly report it to the City's Purchasing and Contracts Division in writing.

1.24 CITY'S PROCUREMENT CODE

This RFP is governed by the City's Procurement Code.

1.25 SCRUTINIZED COMPANIES

By execution of this bid/proposal, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the

City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

1.26 E-VERIFY COMPLIANCE

Definitions:

"Agency" or "Public Employer" for purposes of this section shall mean the City of North Lauderdale, a Municipal Corporation which is a political subdivision of the State of Florida.

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the US Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the US Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of North Lauderdale.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By submitting a proposal, the Contractor acknowledges these terms shall be an integral part of its proposal and the Contract.

1.27 PUBLIC RECORDS

The City of North Lauderdale is public agency subject to Chapter 119, Florida Statutes. The Contractor will be required to comply with Florida's Public Records Law. Any resulting contract shall incorporate the following Public Records Provisions as required by Section 119.0701, Florida Statutes.

The Contractor shall:

Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

Meet all requirements for retaining public records, transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract, and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement.

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

CITY CLERK
701 SOUTHWEST 71ST AVENUE
NORTH LAUDERDALE, FL 33068
(954) 724-7056
CITYCLERK@NLAUDERDALE.ORG

INSTRUCTIONS TO PROPOSERS

SECTION # 2

SOLID WASTE SERVICES

RFP #21-03-404

Definition: A Request for Proposal (RFP) is a procurement method permitting discussions with responsible Proposers/Offerors and revisions to proposals prior to award of a contract. Award will be based on the criteria set forth herein.

2.1 DEFINED TERMS

Terms used in these Instructions to Proposers are defined as follows:

"Agreement" means the "Exclusive Franchise Agreement" for the Collection of Solid Waste and Recyclable Materials that is attached to this RFP

"City" - the City of North Lauderdale, a municipal corporation of the State of Florida.

"**Contractor**" - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents

"**Offeror**" - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Offeror, who submits a Proposal to the Offeror.

"Proposal" means the package of materials and information submitted by a Proposer in response to this RFP.

"Proposal Security" means a bond or a certified check submitted with a Proposal in compliance with the requirements set forth in this RFP

"Proposer" means a Person (e.g., a corporation or partnership) that submits a Proposal in response to this RFP. The terms "Offeror" and "Proposer" are used interchangeably and have the same meaning.

"Responsible Proposer" means a Person or firm who has the capability in all respects to fully perform the requirements in the RFP and Agreement, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit to assure good faith performance.

"Responsive Proposer" means a Person who has submitted a Proposal that conforms in all material respects to the requirements set forth in this RFP

"Request for Proposal or (RFP)" means this procurement document and all addenda, exhibits, and attachments, including the Agreement.

"**Successful Proposer**" - the qualified, responsible and responsive Offeror to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.

2.2 INTRODUCTION OF THIS RFP

The City of North Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor or Solid Waste Service Contractor (SWSC) to provide solid waste services for the City of North Lauderdale residents. Services for the City shall consist of the following: single-family and multifamily residential garbage and recycling services and collections, commercial hauling, and disposal. The award of any Contract resulting from this Request for Proposal (RFP) solicitation will be made to the highest ranked vendor based on the criteria set forth in the RFP, who is the most responsive and responsible

Proposer, meeting all specifications, and who is the most advantageous solution for the City.

Any interested party may obtain a copy of this RFP through DemandStar from the City of North Lauderdale's Purchasing and Contracts Division. The City shall not be held responsible for the content of an RFP obtained from any third party. Any interested party wishing to receive addenda must register with the City's Purchasing and Contracts Division through DemandStar. The City will not provide addenda to any Party that receives an RFP from a source other than through DemandStar.

2.3 CONE OF SILENCE NOTICE

Proposers are hereby notified that this Solicitation is subject to a "Cone of Silence" pursuant to Section 3-7 of the City Code of Ordinances.

A Cone of Silence means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), and Request for Letters of Interest (RLI), bid or other competitive Solicitation governed by Chapter 3 of the Code of Ordinances for a purchase governed by Chapter 3 of the Code of Ordinances between:

a. Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
b. Any member of the City Commission, all other city employees, and any non-employee appointed to evaluate or recommend selection in such procurement process. For purposes of this section, Vendor's Representative means an employee, partner, officer, or director of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

The cone of silence shall terminate at the time the city awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the Solicitation or other procurement process. If the City Commission refers the item back to the City Manager and staff for further review, the cone of silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the Solicitation or other procurement process. If a cone of silence is imposed for a competitive solicitation but the Solicitation is not issued, the cone of silence shall terminate upon a final determination by the Purchasing Division that the Solicitation will not be issued. When a cone of silence is terminated, public notice of the termination shall be posted.

2.4 NON-MANDATORY PRE-PROPOSAL CONFERENCE

A non-mandatory Pre-Proposal conference virtual meeting will be held at the date specified on page # 2 of this RFP**.** All interested Contractors may connect by using CISCO WebEx subscription.

Pre-registration required: All Contractors wishing to attend the meeting virtually must e-Andrew Rozwadowski, Purchasing and Contracts Manager at ARozwadowski@nlauderdale.org, **no later than 5:00 pm EST, Thursday, March 25, 2021,** to be provided a link to the meeting for the Q&A portion of the discussion.

Public access to view the virtual meeting via live stream can be accomplished as follows: https://www.nlauderdale.org/quick_links/meetings_and_minutes/2020_meetings.php.

2.5 QUESTIONS AND INQUIRIES ON THIS SOLICITATION

It is Proposer's responsibility to submit written questions or request clarification for items included in this Solicitation via e-mail to the contact person listed on page 2, by the deadline for questions outlined on page # 2 of this RFP.

Any and all responses to questions or inquiries, interpretations, and supplemental instructions will be in the form of written addenda which, if issued, will be posted on the City website (www.nlauderdale.org) and DemandStar (www.demandstar.com) by the due date referenced on page 2. No verbal interpretations may be relied upon. Failure of any proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under a response as submitted. All addenda so issued shall become a part of the solicitation document. Proposer shall acknowledge all addenda by completing the "Addendum Acknowledgment Form" before submitting a response.

2.6 ELIGIBILITY

In order to submit a proposal for this solicitation, the proposing firm or principals must demonstrate that they, or the principals assigned to the project, have successfully provided services similar in nature to those specified in the Scope of Services and have five years (5) experience in Solid Waste Service, to serve the residents of the City of North Lauderdale adequately.

The proposer MUST have no conflict of interest with regard to any other work performed by the firm for the City of North Lauderdale.

2.7 QUALIFICATIONS OF PROPOSERS

No response will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of North Lauderdale, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City.

All responders selected for a contract or project must perform to the satisfaction of the City prior to being considered for award of additional contracts. Proposers whose performance is unsatisfactory shall be subject to debarment or suspension.

2.8 INCONSISTENCIES/INQUIRIES

Any seeming inconsistency between different provisions of the scope of work, specifications, Solicitation, proposal or agreement, or any point requiring explanation must be inquired into by the responder, in writing to the Procurement Official listed in the Solicitation, no later than the date specified in this Solicitation for acceptance of questions. After proposals are opened, the responder shall abide by the decision of the City as to such interpretation.

2.9 ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the scope of work, specifications, Solicitation or other contract documents will be made orally to any proposer. Prospective responders must request such interpretation in writing from the Procurement Official listed in the Solicitation. To be considered, such request must be received no later than the date specified in this Solicitation for acceptance of questions. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be posted on the City website and DemandStar.com by the due date referenced on page # 2 of this Solicitation. Failure of any responder to receive any such addenda or interpretation shall not relieve any

proposer from any obligation under the Solicitation as submitted. All addenda so issued shall become a part of the Solicitation and contract document. Responder shall verify that it has all addenda and completed the "Addendum Acknowledgment Form" before submitting the response.

2.10 LEGAL CONDITIONS

Proposers are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of North Lauderdale.

2.11 FORM OF PROPOSALS

Each response and its accompanying statements must be made on the blanks provided where specified. The forms must be submitted in good order and with all of the blanks filled in. Incomplete forms may be rejected by the Purchasing Division as non-responsive. **Bid packages must be submitted electronically through DemandStar by the due date and time on the second page of this RFP.** The response must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the response

2.12 COMPLETING REQUESTED FORMS

All responses must comprehensively cover all items for which responses are asked and no other.

2.13 MISTAKES

Proposers are cautioned to examine all Instructions to Proposers, General Terms and Conditions, Scope of Services, Exhibits, Addenda, delivery instructions, and special conditions pertaining to the Solicitation. Failure of the proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a proposal.

2.14 REJECTION OF PROPOSALS

The City reserves the right to reject any proposal if the evidence submitted by the proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is properly qualified to carry out the obligations and complete the work contemplated. Any or all proposals will be rejected if there is reason to believe that collusion exists among proposers. A proposal shall be considered irregular and may be rejected if it indicates serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all proposals, to waive such technical errors, to waive informalities or irregularities in any response received, to re-advertise, or to take any other actions as may be deemed best for the interests of the City.

2.15 CAUSES FOR REJECTION

No response will be canvassed, considered, or accepted, which, in the opinion of the City's Evaluation Committee, is incomplete, informal, or unbalanced or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify response for all items called for in the schedule shall render the proposal invalid.

2.16 WITHDRAWALS

Any responder may, without prejudice to himself, withdraw his response at any time prior to the expiration of the time during which responses may be submitted. Such withdrawal request

must be in writing and signed in the same manner and by the same person who signed the response. After the expiration of the period for receiving responses, no proposal can be withdrawn, modified, or explained.

2.17 LICENSES

Services performed for the City may require licenses. The proposer shall secure all necessary licenses at his/her expense. All licenses shall fully comply with all applicable laws, regulations and codes as required by the State of Florida, county, or local ordinances. The proposer must fully comply with all federal and state laws, county and municipal ordinances, and regulations in any manner affecting the prosecution of the work. Any fines or penalties to the proposer shall be paid at the proposer's expense.

2.18 AGREEMENT TERMS AND RENEWALS

The purpose of this Solicitation is to establish a Franchise Agreement with the City of North Lauderdale for the Services as specified herein, from an entity that will provide prompt and efficient service. Specifically, the purpose is to select and create a Waste Sanitation Services Franchise Agreement for the City of North Lauderdale.

The Franchise Agreement resulting from this Solicitation shall Commence January 1, 2022, and shall remain in effect for a period of five (5) years. The rates offered by the successful Proposer in their submission shall remain constant for the first three (3) year period. Starting on the first month of the fourth agreement year and every consecutive year thereafter, for the entire term of the agreement, only the tipping fee shall be adjusted no more than the lesser of the annual Consumer Price Index (CPI-U) in the expenditure category of Garbage and Trash Collection effective November of the prior year or the percentage adjustment from the processor(s).

Within the first four (4) years of the contract, there will be an annual residential True-Up based on the tipping volumes. The True-Up must be completed no later than March 31 of the following calendar year. Any remittance due to or from the SWSC shall be remitted in full within forty-five (45) days of the True-Up.

After the initial five (5) year period, the City shall have the option to renew for an additional five-year (5) period. Upon the completion of the initial term and again upon the completion period, **Continuation of the Contract beyond the initial period is a prerogative of the City, not a right of the Proposer.** This prerogative will only be exercised when such continuation is clearly in the best interest of the City. Should the City exercise the option to renew, it shall be only for those items initially awarded.

The option for renewal shall only be exercised upon mutual written agreement by both parties and upon approval by the City Commission. All terms, conditions, and unit prices shall remain the same as the original agreement unless mutually agreed upon in writing.

The City reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The City shall notify the Successful Proposer in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur if, the City and the Successful Proposer are in mutual agreement of such extensions.

2.19 BID/PROPOSAL BOND

A Bid/Proposal Bond, Cashier's Check, money order, irrevocable letter of credit or Certified Check payable to the City of North Lauderdale in an amount of fifty thousand dollars

($50,000.00) must accompany the submission. The proposal bond forms must be enclosed in a sealed envelope when submitted to the address shown below by the due date and time listed on page # 2 of this RFP.

****ATTENTION** Purchasing Division**
701 SW 71st Avenue, 2nd Floor
North Lauderdale, FL 33068
City of North Lauderdale, FL 33068

The name of the Proposer and the solicitation number must clearly show on the outside of the sealed envelope and a statement as to its contents. The proposal bond must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal bond.

Additional bonding may be required in the Special Terms and Conditions of this proposal. The Bond must be executed by a surety company authorized to do business in the State of Florida or secured in a manner satisfactory to the City of North Lauderdale. Upon award of the Contract, the Bid security will be returned to the proposers.

2.20 PERFORMANCE & PAYMENT BOND

Within fifteen (15) calendar days after contract award, the successful Proposer shall execute and furnish the CITY with a Performance Bond for the contract term written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. The Contractor shall be required to provide acceptable Performance Bond in the amount of one-million ($1,000,000.00) The Performance Bond shall be conditioned that the Successful Bidder performs the contract in the time and manner prescribed in the contract. You may use your own Performance Bond form.

**All bonds – Performance, Payment and Warranty Bonds, shall meet the City's ratings.*

Pursuant to the requirements of Section 255.05(1) (a), Florida Statutes, it shall be the duty of the Responder to record the aforesaid payment and performance bonds in the public records of Broward County. Consultant shall be responsible to pay all recording costs.

2.21 INSURANCE REQUIREMENTS

Certificates of Insurance reflecting evidence of the required insurance shall be submitted to the Purchasing Manager within thirty (30) calendar days after notification of award of the contract/agreement. Proposer's failure to provide the City the applicable Certificates of Insurance within thirty (30) calendar days shall provide for basis for the termination of the contract/agreement.

The Certificates shall contain a provision that all coverage afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

Responder shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

Yes No

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

A. Bodily Injury:

a. Each occurrence $1,000,000

b. Annual aggregate $2,000,000

B. Property Damage:

a. Each occurrence $1,000,000

b. Annual aggregate $2,000,000

C. Personal Injury:

a. Annual aggregate $1,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of North Lauderdale must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

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

1. Workers' Compensation: Coverage A – Statutory

2. Employers' Liability: Coverage B $500,000 Each Accident

$500,000 Disease – Policy Limit
$500,000 Disease – Each Employee

If Responder claims to be exempt from this requirement, Consultant shall provide City proof of such exemption along with a written request for City to exempt Responder, written on Responder's letterhead.

.

Yes No

__ __X__ Professional Liability/Errors & Omissions Insurance with a limit of liability no less than $2,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the City.

Yes No

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

Any Auto (Symbol 1)

Combined Single Limit (Each Accident) - $500,000

Hired Autos (Symbol 8)

Combined Single Limit (Each Accident) - $500,000

Non-Owned Autos (Symbol 9)

Combined Single Limit (Each Accident) - $500,000

Yes No

__X__ ___ If Responder requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the City, coverage shall include Bodily Injury Limits of $100,000 per person/$300,000 per occurrence and Property Damage limits of $300,000 per occurrence.

BACKGROUND INFORMATION AND SCOPE OF PROPOSED SERVICES

SECTION # 3

SOLID WASTE SERVICES

RFP #21-03-404

RFP: The City intends to award this RFP to the responsive proposer who provides the most advantageous solution and response to the City. This proposal is issued pursuant to, and governed by Chapter 3 – Procurement Procedures of the City of North Lauderdale

3.1 DEFINITIONS

The following terms used in the Scope of Services are defined as follows:

"**Acceptable Waste**" shall mean all Residential Waste, Commercial Solid Waste, and Construction and Demolition Debris, which shall be disposed of at Designated Disposal Facilities.

"**Bio-Hazardous**" or "**Bio-Medical Waste**" shall mean any waste, which may cause disease or reasonably be suspected of harboring pathogenic organisms. This definition includes waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes that may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing and surgical gloves.

"**Bulk Pick-up**" or "**Bulk Trash**" or "**Bulk Waste**" shall mean those wastes that may require special handling and management including, but not limited to: White Goods, furniture, items including materials resulting from home improvements and any and all household goods and furniture, palm fronds and Yard Trash exceeding six feet (6') in its longest dimension, exceeding twelve inches (12") in diameter and weighing forty pounds (40 lbs.) or more; which are customary to ordinary housekeeping operations of a Residential Service Unit. Bulk Pick-up must be generated by the customer and at the Residential Service Unit wherein the Bulk Pick-up is collected. Bulk Pick-up does not include items herein defined as Contractor-generated Waste, or Exempt Waste.

"City" shall refer to The City of North Lauderdale, Florida.

"Contract" or "Franchise Agreement" shall refer to the Contract that may result from this Request for Proposal.

"**Commercial Establishment**" shall mean all retail, professional, wholesale, institutional and industrial facilities and any other commercial enterprises, including Hotels and Motels and licensed recreational vehicle parks, offering goods or services to the public.

"**Collection**" shall mean the process whereby Residential Waste, Commercial Solid Waste, Construction and Demolition Debris, or Recyclable Materials are removed and transported to a Disposal Facility or Material Recycling Facility as appropriate.

"**Collection Service**" shall mean Residential Services and Commercial Services.

"**Commercial Services**" shall mean Commercial Solid Waste Collection Service and Roll-Off Collection Service.

"**Commercial Service Unit**" shall mean any Commercial Establishment in the Service Area.

"**Commercial Solid Waste**" shall mean any Garbage or Rubbish that is usual to the normal operations of a Commercial Service Unit. Commercial Solid Waste must be generated by the customer at the Commercial Service Unit wherein the Commercial Solid Waste is collected and does not include items defined herein as Yard Trash, Bulk Waste, Contractor-Generated Waste or Exempt Waste.

"**Commercial Solid Waste Collection Service**" shall mean the Collection of Commercial Solid Waste from Commercial Service Units in the Service Area that utilize Containers, Compactors, or Garbage Cans for the set out and Collection of Commercial Solid Waste.

"**Commingled Waste**" shall refer to Bulk Waste and Yard Waste that has been placed at the curb together in a single pile.

"**Compactor**" shall mean any Container, regardless of size, which has a compaction mechanism, whether stationary or mobile. All such equipment must be clearly marked to prohibit their use for the disposal of Hazardous Waste, Bio-Hazardous, biological or Bio-Medical Waste or Sludge.

"**Construction and Demolition Debris**" shall mean those materials defined by Chapter 17-712, Florida Administrative Code, as may be amended from time to time.

"**Container**" shall mean any metal container, with a capacity of one cubic yard up to and including eight cubic yards, designed or intended to be mechanically dumped into a loader-packer type garbage truck. All such Containers must be clearly marked with the size of the Container and in a manner so as to prohibit their use for the disposal of Hazardous Waste, Bio-Hazardous, Biological or Biomedical Waste or Sludge.

"**Contract Year**" shall mean a period beginning on October 1st and ending on September 30 of each year the Contract is in force.

"Contractor" shall refer to the successful Proposer receiving an award as a result of this Request for Proposal. Note "Contractor, successful Proposer and Solid Waste Service Contractor (SMSC) are used interchangeably throughout this RFP.

"**Contractor-generated Waste**" shall mean Bulk Trash Bulk Pick-up Bulk Waste or Bulk Yard generated by builders, building contractors, privately employed tree trimmers and tree surgeons, landscape services and lawn or yard maintenance services and nurseries.

"**County**" shall mean Broward County, Florida q) The term "Recycling Services" shall mean the Collection of Recyclable Materials, by the Successful Proposer, from those Residential 31 Service Units in the Service Area and the delivery of those Recyclable Materials to a Materials Recycling Facility.

"**Disposal Charges**" shall mean the prevailing per-ton rate charged at the Disposal Facility for the acceptance and disposal of Residential Waste, Commercial Solid Waste and other waste materials.

"**Disposal Facility**" shall mean the place or places specifically designated by the Successful Proposer, or the City, for the disposal of Residential Waste, Commercial Solid Waste and other materials Collected under the terms of the Contract.

"Dwelling Unit" shall mean any individual living unit in a single-family dwelling, multi-family dwelling or mixed-used dwelling within a structure or building intended for, or capable of being utilized for, residential living, other than those structures or building units included within the definition of Commercial Service Unit herein.

"**Exempt Waste**" shall mean Bio-Hazardous or Bio-Medical Waste, Hazardous Waste, Sludge, automobiles, automobile parts, boats, parts, boat trailers, internal combustion engines, lead-acid batteries, used oil and tires, those wastes under the control of the Nuclear Regulatory Commission and those other materials whose size, weight, or both are in excess of that allowed for Bulk Waste as defined herein.

"**Garbage**" shall mean all putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities.

"**Garbage Cart**" or "**Roll-Out Cart**" shall mean a roll-out cart that consists of a body, lid, wheels axle and the necessary accessories. The plastic resin material and the finished container must meet the minimum specifications described in section 12. A "Roll-out" Cart shall be of a capacity of not less than ninety-six (96) gallons. Additionally, these carts should have either serial or RFID tagging for future tracking.

"**Goods**" shall refer to all materials and commodities that will be required to be provided by the Successful Bidder in accordance with the Scope of Work, and the Terms and Conditions of this Solicitation.

"**Hazardous Waste**" shall mean any waste material which is defined as a hazardous waste, by the State of Florida Department of Environmental Regulation in the State Florida Administrative Code and any future legislative action or, by federal, state or local law.

"**Hotel**" or "**Motel**" shall mean a structure or building capable of being utilized for residential living where such unit or a group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven days or less. To meet this definition, the Hotel or Motel must be licensed to operate as such. "**Transient**" has the meaning as defined in Chapter 509, Florida Statutes, or its successor law.

"**Materials Recycling Facility (MRF)**" shall mean any facility, designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclable Materials for sale and that meets the requirements of Section 403.7046 Florida Statute. Beginning with the initial recycling service provided for under the Contract and until such time as the City may designate an alternative Recovered Materials Processing Facility, the designated Recovered Materials Processing Facility shall be the Broward County Recovered Processing Facility.

"**Multi-Family Service Unit**" shall mean any combination of Dwelling Units in the Service Area utilizing a common Container or Containers for the accumulation and set-out of Residential Solid Waste.

"**Non-Collection Notice**" shall mean a form used by the Successful Proposer to notify customers of the reason for non-collection of materials set out by the customer for Collection by Successful

Proposer pursuant to the Contract, developed by the Successful Proposer and approved by the City.

"**Ordinance**" shall mean those parts of the Code of the City of North Lauderdale governing solid waste Collection, Disposal and Recycling activities within the City.

"**Proposal" or "Interested Parties"** shall refer to any offer(s) submitted in response to this Request for Proposal.

"**Proposer**" or "**Offeror**" shall refer to anyone submitting a Proposal in response to this Request for Proposal.

"**Provider**," **"Contractor,"** or "**Successful Proposer**" shall refer to the Proposer receiving an award as a result of this Request for Proposal.

"**Pull**" or "**Pull Container**" shall mean any non-Compactor storage and Collection equipment or device with a capacity of more than eight (8) cubic yards, which is normally loaded onto a motor vehicle and transported to a disposal facility for dumping. Any references to "pull" as a container shall mean "Pull Container".

"**Recovered Materials**" shall mean metal, paper, glass, plastic, and other materials that have known recycling potential, can be feasible recycled, and have been diverted and source separated or have been removed from the waste stream for sale, use or reuse as a raw material destined for any use that constitutes disposal. Recovered materials, as defined herein, are not Residential or Commercial Solid Waste.

"Recyclable Materials" shall mean those materials, which are capable of being recycled and which, would otherwise be processed or disposed of as Residential or Commercial Solid Waste. The collected materials may change periodically due to market conditions. These materials will be as defined by the City. Some examples of recyclable materials include but are not limited to: newsprint; corrugated cardboard; clear, green, brown and any other glass containers; metal cans; aluminum beverage containers, and plastic containers.

"**Recycling**" shall mean any process by which materials which would otherwise have been Residential or Commercial Solid Waste, are collected, separated, or processed and reused, or returned to use in the form of raw materials or products.

"**Recycling Cart**" shall mean a rolling cart made of plastic or other suitable substance, blue in color, with the City Logo, of no less than ninety-six gallons, provided and distributed by the Successful Proposer, to those Residential Service Units in the Service Area. Additionally, these carts should have either serial or RFID tagging for future tracking.

"**Residential Service**" shall mean Residential Curbside Collection Service, Residential Roll-out Collection Service, and Residential Containerized Collection Service.

"**Residential Containerized Collection Service**" shall mean Residential Containerized Solid Waste Collection Service, Recycling Collection Service and Bulk Waste Collection Service.

"**Residential Service Unit**" shall mean any Dwelling Unit.

"**Residential Containerized Solid Waste Collection Service**" shall mean the Collection of Residential solid Waste from Residential Containerized Service Units located within the Service Area and the delivery of that Residential Solid Waste to the Disposal Facility.

"**Residential Roll-out Service Unit**" shall mean any Residential Service Unit utilizing a Roll-out Garbage Can for the

accumulation and set-out of Residential Solid Waste.

"**Residential Roll-out Solid Waste Collection Service**" shall mean the Collection of Residential Solid Waste from Residential Roll-out Service Units in the Service Area and the delivery of that Residential Solid Waste to the Disposal Facility.

"**Residential Service Unit**" shall mean Residential Roll-out Service Units and Residential Containerized Service Units.

"**Residential Solid Waste**" shall mean Garbage, Yard Trash, and Rubbish resulting from the normal household activities of a Residential Solid Waste must be generated by the customer and at the Residential Service Unit wherein the Residential Solid Waste is collected and does not include items defined herein as contractor-generated Waste or Exempt Waste.

"**Residential Waste**" shall mean Residential Solid Waste and Bulk Waste resulting from the normal household activities of a Residential Service Unit. Residential Waste must be generated by the customer and at the Residential Service Unit wherein the Residential Waste is collected and does not include items defined herein as Contractor-generated Waste or Exempt Waste.

"**Request for Proposal**", "**RFP**", or "**Solicitation**" shall mean this Request for Proposal including all Exhibits and Attachments as approved by the City, and amendments or change orders issued by the Procurement Department.

"**Roll-Off Collection Service**" shall mean the Collection and disposal of Roll-Off Containers containing materials, including but not limited to Contractor-Generated Waste and Construction and Demolition Debris, which are not herein defined as Residential Waste or Commercial Solid Waste, but are considered exclusive to the Successful Proposer under the terms and conditions of the Contract. All such Roll-Off Containers must be clearly marked to prohibit their use for the disposal of Hazardous Waste, Bio-Hazardous, Biological or Bio-Medical Waste or Sludge.

"**Roll-Off Containers**" shall mean any non-Compactor storage and Collection equipment or device with a capacity of more than eight (8) cubic yards, which is normally loaded onto a motor vehicle and transported to a disposal facility for dumping.

"**Roll-out Container**" shall mean a heavy plastic receptacle affixed with a rated capacity of ninety-six (96) gallons, having a hinged tightfitting lid and wheels, which is designed or intended to be used for semi-automated or automated Collection. Roll-out Containers shall be provided by and distributed by the Successful Proposer.

"**Rubbish**" shall mean all refuse, accumulation of paper, rags, wooden or paper boxes and containers, sweep-ups and all other accumulations of a nature other than Garbage and Yard Trash, resulting from the normal activities of a Residential or Commercial Service Unit wherein the Rubbish is Collected. Rubbish does not include items herein defined as Contractor-generated Waste or Exempt Waste.

"**Service Area**" shall mean the municipal limits of the City of North Lauderdale, Florida.

"**Sludge**" shall mean the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal

appurtenances or any other such waste having similar characteristics or effects.

"**Sub-Contractor**" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

"**Work**", "**Services**", "**Program**", "**Project**", or "**Engagement**" shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this Solicitation.

"Waste Pro of Florida or (WPI)" shall refer to the current incumbent utilized by the City Waste Pro of Florida.

3.2 HISTORY

The City of North Lauderdale ("City") was incorporated in 1963 and is located in the northwestern region of Broward County, Florida. The City spans approximately 5.5 square miles and is home to approximately 45,000 residents. North Lauderdale is predominantly a residential community and is home to many churches and small businesses. New commercial development in the City is limited to a handful of shopping plazas along State Road 7 and McNab Corridors. There are redevelopment opportunities on existing commercial properties.

The City operates under the Commission/Manager form of government and employs approximately 188 employees. The City Commission is comprised of four commissioners that represent separate geographic districts and a Mayor that is elected citywide.

3.3 OVERVIEW

The City is seeking proposals for residential curbside collection, commercial collection, and recycling services that dispose of solid waste materials.

Residential collection roll-out services shall be performed twice per week utilizing 96-gallons roll-out containers with semi-automatic collection vehicles. Residential services will be defined as four (4) or fewer units needing collection services or other multi-family units as indicated by the City. The specific brand of roll-out container will be left to the Proposer's discretion; however, the City requires that the container be approved by the City in accordance with specifications contained below, which shall include the approved City logo affixed. The Contractor will be responsible for purchasing, inventory, and distribution of any new or replacement roll-out containers. Upon termination of the Contract, all roll-out containers in possession of the residential service units shall remain property of the City.

I. FRANCHISE FEE TO BE ESTABLISHED BY THE CITY

The City Commission has set the Franchise Fees to be charged for Solid Waste and Recycling Services. At a later date, the ordinance may be changed pursuant to section 166 Florida Statutes. The Successful Proposer shall not deviate from these amounts under any circumstances. This Franchise Fee may be a percentage, a fixed dollar value (lump sum), or a combination of residential, commercial, and roll-off services.

II. DISPOSAL FACILITY/LANDFILL IN THE PERFORMANCE OF THE CONTRACT

The City reserves the right to designate the disposal facility within Broward County for Solid Waste and Recyclable Materials. The City currently maintains a separate

contract with Wheelabrator Technologies, Inc. (through an Interlocal Agreement with Broward County) for the processing of all solid waste collected from within the City and all residential bulk waste and yard waste. All residential and City recyclable materials are currently also brought to Wheelabrator for processing; however, Proposers are encouraged to propose an alternate facility.

III. EXAMINATION OF PROPOSER'S FACILITIES BY THE CITY

The City, as part of their evaluation, may perform an inspection of the Proposer's facilities. The term facilities as used in this Solicitation shall include, but not be limited to, all properties operated by the Proposer, all equipment used in the performance of the operation of business by the Proposer, and/or any other evidence, tangible or intangible, that the City may deem necessary to substantiate the technical and other qualifications, and the abilities of the Proposer to perform the Services.

The inspection shall include, but shall not be limited to, appearance and cleanliness of facilities, appearance and cleanliness of equipment, "roadworthiness" of vehicles, appearance, and visibility of all signage on vehicles, and possession and distribution of mandatory equipment. Vehicles shall be inspected for compliance with State of Florida Statutes, as well as applicable County and City Ordinances. Additionally, the inspection shall include verification of some of the (physical) minimum requirements for Proposers. Additionally, the City reserves the right to perform surprise inspections on the successful Proposer as often as it deems necessary to ensure complete contract compliance.

3.4 CURRENT COLLECTION AND DISPOSAL SERVICES

The City currently utilizes an exclusive franchise agreement with Waste Pro of Florida, Inc. (WPI) for residential collection service and commercial collection services. The collection and disposal/processing of solid waste and recyclable materials from owner-occupied multifamily communities are not included in the current exclusive franchise. The current agreement term is set to expire at the end of the day on December 31, 2021. The City maintains a separate contract with Wheelabrator Technologies, Inc. (through an Interlocal Agreement with Broward County) for the processing of all solid waste collected from within the City and all residential bulk waste and yard waste. Currently, all residential and City recyclable materials are also brought to Wheelabrator for processing.

A map of the current service area has been provided within this RFP; see Exhibit A. In general, the service area currently includes approximately: 8,517 single-family residential solid waste customers; There are also approximately 450 commercial solid waste accounts providing service to approximately 1,500 commercial businesses. In addition, approximately 2,600 apartment units are receiving commercial-type solid waste service. These estimates are provided for purposes of the RFP only; the City does not make any guarantees as to the actual number of customers to be serviced.

Current residential curbside collection service includes the following:

a. Twice per calendar week collection of solid waste in contractor-provided 65-gallon or 96-gallon garbage carts.
b. Once per calendar week collection of single-stream recyclable materials in contractor-provided or 96-gallon Recycling Carts
c. Once per calendar week, curbside collection of commingled bulk waste and yard waste. This collection is inclusive of white goods, furniture, yard waste, and other large household items, but does not include construction and demolition debris or contractor-generated

waste. There is currently no limit to the amount of commingled waste that North Lauderdale residents can place out on a collection day.

Current residential multifamily rental community collection service includes collection of solid waste from contractor-provided and maintained garbage carts, dumpsters, and/or compactors. Collection of recyclable materials from contractor-provided and maintained 96-gallon recycling carts. WPI and the community negotiate the size and frequency of collection of the solid waste containers with collection occurring at least twice per week unless it is contained in sealed compactors. Recyclable materials are currently collected a minimum of once per calendar week.

Current commercial service includes collection of solid waste from contractor-provided and maintained dumpsters, compactors, and/or roll-off containers at least once per calendar week for trash and at least twice per calendar week for garbage. Commercial customers are permitted to share solid waste service as long as there is a written agreement. WPI and the commercial customer negotiate the size of the container and the frequency of collection. WPI may offer recyclable material collection to commercial customers; however, this service is neither exclusive nor controlled by the franchise agreement.

In addition, WPI currently provides the following to the City:

a. Solid waste dumpsters and/or roll-off containers and collection service at all City facilities at no cost to the City.
b. A minimum of two, 96-gallon recycling carts and weekly recyclable material collection at City buildings and parks at no cost to the City.
c. Collection service, disposal, containers, and equipment for the collection and disposal of solid waste and recycling at up to twelve (12) City-sponsored events per year. WPI also provides up to six (6) portable toilets for these events. These services are provided at no cost to the City.
d. Collection of up to fifty (50) tons of illegal dumping as requested by the City at no charge
e. Recyclable material drop-off container and service at no charge to the City.
f. An annual notice/brochure mailed to all customers.
g. Attendance at City-sponsored events on request for up to forty (40) hours per contract year to assist with educating the public on services provided.

The City bills residential solid waste for single family homes to the property owner through a Non-Ad Valorem assessment. WPI is responsible for billing commercial customers (including residential multifamily rental communities) and residential solid waste customers. There are approximately 675 units in a mobile home community that WPI bills for curbside solid waste collection. WPI currently delivers all solid waste, bulk waste, and yard waste to the Wheelabrator Technology, Inc. waste-to-energy facility and is responsible for payment of all fees associated with the disposal of said waste.

The quantities of solid waste (residential and commercial) and recyclable materials collected from fiscal year 2019 through fiscal year 2020 are as follows:

Fiscal Year	**Solid Waste (tons)**	**Recyclables (tons)**	**Bulk Waste (tons)**
2019	28,425.08	2,373.01	2,030.63
2020	30,053.01	2,460.11	2,134.18

3.5 COMMENCEMENT OF SERVICE AND TRANSITION SCHEDULE

The City's goal is to start using the Contractor's services on January 1, 2021, or as soon as possible. After the City selects the Contractor, the City will determine whether this schedule is attainable. The City will provide a reasonable amount of time for the Transition Period and the commencement of services. After the City and the Contractor execute the franchise agreement, the City will require the Contractor to prepare a Transition Plan.

The Contractor shall complete the requirements listed in this RFP and the franchise Agreement. However, the City is willing to consider minor revisions to the schedule for the transition to the Contractor's services.

3.6 DRAFT FRANCHISE AGREEMENT

The City has attached a sample franchise Agreement to this RFP; see Exhibit B. Proposers should note that this agreement is only a sample. Final terms and details shall be negotiated with the highest-ranked successful Proposer as determined by the Evaluation Committee.

3.7 STATEMENT OF WORK

I. RESIDENTIAL COLLECTION SERVICES

The City is requesting proposals for the residential curbside collection service. The successful Proposer shall provide waste removal and sanitation services as defined herein. Residential roll-out collection service shall be performed twice weekly utilizing 96-gallon roll-out containers with a semi-automated collection vehicle.

Residential services are to include all residences of four (4) or fewer living units or such other multi-family units as may be prescribed by the City. The specific brand of roll-out container will be left to the Proposer's discretion; however, the City is requiring that the container be approved by the City in accordance with specifications outlined below and have the City logo affixed. The Contractor will be responsible for purchasing, inventory, and distribution any new or replacement roll-out containers. Upon termination of the Contract, all roll-out containers in possession of the residential service unit shall remain the City's sole property.

Collection will not occur on Christmas Day or other nationally recognized holidays that the disposal facility is closed unless specifically requested by the City. Collections that would typically occur on these holidays shall be rescheduled on the next regularly scheduled collection day. Recycling collections shall be scheduled to coincide with the next regularly scheduled waste collection day.

Timely notification to the City and residents of such rescheduling shall be the responsibility of the Successful Proposer. Documented Failure by proposer not completing routes or curbside pick-ups of residential collections shall incur a documented one hundred fifty-dollar ($150.00) penalty per occurrence. Three (3) penalties within a one-month time period constitute grounds for non-performance, and the successful Proposer shall be put on notice for Performance Improvement Measures, with a one thousand-dollar ($1,000.00) assessment fine. If performance is not improved to the City of North Lauderdale's standard, the contractor will be fined for non-performance leading up to contract cancellation for performance failure. The City of North Lauderdale reserves the right to move and/or alternate the vendor(s) for this contract. Proposers shall complete the Solid Waste Services Pricing Table for Item 1 regarding this section.

II. RESIDENTIAL BULK WASTE COLLECTION SERVICE

The City is requesting proposals for the bulk waste collection service with weekly collection frequency of (once per week) or fifty-two (52) times per year. North Lauderdale residents will be entitled to three (3) oversized piles of bulk waste annually that exceed six (6) cubic yards or the approximate equivalent of 3 refrigerators per residence. If the resident has a pile of waste larger than (6) six cubic yards or has exceeded the three (3) over-sized bulk pickups that they are entitled to per year, successful Proposer shall tag the bulk waste with a contact number with instructions on how to have the bulk pickup reviewed by the liaison and/or supervisor. The successful Proposer shall then have a supervisor review the bulk waste pile and provide the resident an estimate for the additional charge.

Supplemental Collection on non-scheduled days shall be available for an additional fee that will be determined by the City. Solid waste, hazardous waste, construction, demolition debris, and contractor-generated waste shall not be collected using residential bulk waste collection service. Failure to conduct residential bulk waste collections will result in successful Proposer receiving a documented one hundred fifty ($150.00) penalty per occurrence and lead to Performance Improvement Measures as outlined above. Proposers shall complete the Solid Waste Services Pricing Table for Item 1 regarding this section.

III. RECYCLING SERVICES

The Successful Proposer shall provide recycling services to all City residents at no cost to the City or resident as part of their Proposal. These services shall be performed once per week or fifty-two (52) times per year. Residential services are to include all residences of four (4) or less. The Successful Proposer shall be the exclusive collector of all recyclable materials, which are segregated by residents from normal household discards and placed in the appropriate container at the curbside on public streets or at some other specifically defined location. Successful Proposer shall provide the collection of all recyclable materials and transportation to the designated recovery facility located within Broward County, Florida. The Successful Proposer shall perform such services as are required to provide a complete recyclable materials program. Collections shall be made as follows:

a. All single-family homes shall receive curbside collection utilizing 96-gallon roll-out containers and a semi-automated collection vehicle.
b. Containers located on the premises of multi-family buildings, which contain five (5) units or more.

Proposers shall complete the Solid Waste Services Pricing Table for Item 1 regarding this section.

IV. COMMERCIAL SERVICES

Successful Proposer shall provide commercial service levels, including roll-off collection service, that shall be made available to all commercial establishments within the City at the rates proposed. All services performed by the Successful Proposer shall include all newly constructed homes and commercial facilities upon notification by City. If the Successful Proposer or City desires to expand the scope of services, or add additional materials to the recyclable materials collected, the City shall submit to the successful proposer an expansion proposal (“Expansion Proposal”). The Successful Proposer shall evaluate and consider the “Expansion Proposal” in good faith. If Successful Proposer and the City fail to reach an agreement within sixty days (60) days with respect to the terms and conditions for the expansion of the services, the Successful Proposer will continue to

perform all services as provided by this Agreement for the remaining term. The areas and number of units (homes) serviced shall not be reduced during the term hereof unless said unit (homes) no longer receives any services or the area in question is no longer within the City's boundaries. Proposers shall complete items 2 through 9 of the Solid Waste Services Pricing Table regarding this section.

3.8 PURCHASE OF BUCKET/BOOM/GRAPPLE TRUCK

Within one hundred eighty (180) days of starting the new contract, successful Proposer shall make a one-time lump sum payment to the City for the purchase of a new grapple truck. This truck will be utilized by the City to address any excess bulk waste or for any waste disposed on the side of the road within City limits. An allowance (Item 10) has been added to the Solid Waste Services Pricing Table to address this purchase for one hundred fifty thousand dollars ($150,000.00)

3.9 SOLID WASTE COMMUNITY OUTREACH POSITION

Proposer shall provide funding in an amount not to exceed one hundred twenty-five thousand dollars ($125,000.00) for the creation of a Solid Waste community outreach staff position for FY21 (this payment increases by CPI annually). This position is responsible for attending local HOA meetings and informing the community on new and existing solid waste initiative programs and working as a liaison between the City and Contractor. An allowance (Item 11) has been added to the Solid Waste Services Pricing Table to address this purchase for one hundred twenty-five thousand dollars ($125,000.00)

3.10 PAYMENTS: CITY NORTH LAUDERDALE & FRANCHISE FEE

The Successful Proposer shall submit monthly payments for all Franchise Fees for Commercial and Roll-Off Collection Services. These payments shall be submitted to The City of North Lauderdale,

ATTN: Finance Director

Finance Department

701 SW 71st Avenue

North Lauderdale, Florida 33068

The City shall make monthly payments to the Successful Proposer for Residential Solid Waste Services.

3.11 COMMERCIAL COLLECTION PAYMENTS

The City of North Lauderdale shall not be responsible or liable to the Successful Proposer for non-payment of any fees owed to the Successful Proposer by a Commercial Establishment.

3.12 HANDLING COMPLAINTS

The Successful Proposer shall perform a high-quality service and keep the number of legitimate complaints to a minimum. The Successful Proposer shall maintain a telephone listing in the name in which it is doing business as the Successful Proposer and provide answering service for those customers needing to contact the company during collection hours Monday through Saturday.

The City should receive all complaints regarding the performance of the Successful Proposer. In the event a Successful Proposer receives a complaint from a customer, the Successful

Proposer shall immediately notify the City. In order that the Successful Proposer may be informed of the quality of service, the City agrees to maintain a record of all complaints for inspection by the Successful Proposer. The City shall furnish a monthly report of all complaints, listing the person's name and address, the nature of the complaint, and disposition of such complaint. A written response shall be provided to the City by the Successful Proposer regarding how they handled each complaint.

The City reserves the right to correct a complaint if the complaint is not corrected with twenty-four (24) hours of notification to the Successful Proposer. If the Successful Proposer is notified of a complaint before 12:00 noon, then the complaint shall be handled by the Successful Proposer before 7:00 PM that same day. If the Successful Proposer is notified of a complaint after 12:00 noon, then the complaint shall be handled by the Successful Proposer before 12:00 noon of the following day. Failure for successful Proposer to correct a complaint will result in receiving a documented one hundred fifty ($150.00) penalty per occurrence.

3.13 RADIO COMMUNICATION

The Successful Proposer shall provide all vehicles used pursuant to this RFP and franchise agreement with two-way radio communications systems. The communication shall be between the Successful Proposer's base station and all service trucks utilized in providing the services. The two-way radios will not be tuned to any City frequencies.

3.14 DATA GATHERING AND REPORTING

Successful Proposer shall provide the City with a monthly report outlining the weight of all trash, garbage, and recycling materials collected from the previous month. This report shall also include the attached weight tickets from the incinerators or landfill for the trash and garbage delivered from the City and (if applicable) the weight tickets from the Materials Recovery Facility for the recycling delivered from the City. Successful Proposer will also include within the report a list of all the commercial billing accounts that indicate the size of container, amount billed and franchise fee collected. This report shall be submitted to the City Excel and PDF version. The report shall be submitted to the City by the 10th day of the following month.

3.15 VEHICLE AND EQUIPMENT MINIMUM STANDARDS

The Successful Proposer shall provide, maintain and make available at all times the necessary amount of collection trucks to perform solid waste removal. During severe storms and emergencies, the Successful Proposer shall have available four (4) additional collection trucks (with drivers and crew), and ten (10) thirty-yard pulls for use by the City. The Successful Proposer shall use one (1) vehicle per route. No vehicles shall be utilized that are an average of three (3) years old, and no truck shall be over seven (7) years old. All trucks shall be freshly painted, with watertight bodies to a depth not less than eighteen (18) inches, with solid sides, using pneumatic tires. All vehicles shall be equipped with operational radio transceivers capable of communicating with the Successful Proposer’s dispatch from anywhere within the City. The Successful Proposer shall provide sufficient equipment in the proper operating condition so regular schedules and routes of collection can be maintained.

Equipment must be maintained in a reasonable, safe working condition and shall be leak-free from hydraulic or petrochemical fluids. If a leak or spill is reported/found, successful proposer shall be responsible for immediate, clean-up, restoration and containment of the subject area within a period of two (2) hours of the Contractor receiving the complaint. Failure for Contractor to correct a complaint will result in receiving a documented one thousand-dollar ($1,000.00) penalty per occurrence. Residential Collection trucks shall be painted uniformly color which

will be approved by the City, with the name of the Successful Proposer and the number of the vehicle printed in letters not less than four (4) inches high, on each side of the vehicle. Vehicles shall be numbered and a record kept of the vehicle to which each number is assigned. Successful Proposer must make sure there are no unmarked subcontractor vehicles or temporary collection trucks used; if used, they must have a temporary/magnetic successful proposer logo adhered to the truck. No advertising shall be permitted on vehicles servicing the City.

The Successful Proposer is required to keep collection vehicles, and containers emptied by mechanical means, cleaned, and painted to present a pleasing appearance. The Successful Proposer shall submit for approval by the City a schedule showing the frequency of the cleaning and painting of the vehicles, the age, and miles. Each non-packer trash vehicle shall be equipped with a cover, which may be net with mesh not greater than one and one-half inches, or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked if the contents are likely to be scattered if not covered. Vehicles shall not be overloaded to assure the scatter refuse; however, if refuse is scattered from the Successful Proposer's vehicle for any reasons, it shall be picked up immediately. Each vehicle shall have a fork and broom for this purpose. The Successful Proposer's vehicles are not to interfere unduly with vehicular or pedestrian traffic, and vehicles are not to be left standing on streets unattended except as made necessary by loading operations and shall move with the traffic flow. All collection trucks shall meet and comply with all State, County, and City laws, rules, regulations, and ordinances, for the appropriate class of truck.

3.16 INVOICES

The successful Proposer should submit regular invoices for no more than 30-day periods. Timely invoicing is beneficial for both City and SWSC. Invoices should be submitted within sixty (60) days of service provision to reconcile with supporting documentation prior to payment disbursement.

3.17 DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if the City exercises such right, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for written approval prior to proceeding with the work.

3.18 SUBSTITUTION OF PERSONNEL

In the event the successful Proposer wishes to substitute trained, qualified personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test, and approve such substitutions if deemed necessary. If the City has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Contractor to resolve the situation to the City's satisfactions, provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

3.19 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc., on or around the job site. Damage to public and/or private property shall be the responsibility of the successful Proposer and shall be repaired and/or replaced at no additional cost to the City, including the restoration to its previous condition in a timely manner as determined by the City.

3.20 SAFETY

The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), Florida Department of Labor (DOL), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Successful Proposer's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The City reserves the right, but is not obligated to make safety inspections at any time the Successful Proposer is on City property and to ensure safety rules are not being violated.

The successful Proposer shall adhere to the **Florida Department of Transportation's Manual on Uniform Traffic Control** for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety. Successful Proposer is required to be compliant with all OSHA'S Federal and State requirements for healthy and safe working environment.

3.21 VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its' contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per the **State of Florida Executive Order Number 11-02 "Verification of Employment Status"**) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

US Department of Homeland Security's E-Verify System Affirmation Statement should be completed. **Proposer must complete the City of North Lauderdale E- Verify Affidavit and submit as part of proposal response on DemandStar's e-bidding platform.**

3.22 RECOMMENDATION FOR AWARD

The recommendation for award regarding this RFP shall be made to the highest-ranked firm by the Evaluation Committee. The Evaluation Committee Members will review all the submittals in full detail in accordance with the information contained in this RFP to determine the most advantageous proposal for the City.

3.23 PROPOSAL SUBMISSION REQUIREMENTS

Proposers are required to prepare their submittal in accordance with the instructions outlined in this section. Proposers should assume that the City has had no previous knowledge of their

service or capabilities. Emphasis should be placed on clear, complete presentation of factual information. All sections of the proposal should be prepared and submitted in a straightforward, economical manner. Proposers are not to reference information that may have been submitted in previous solicitation or quotes. Proposers must respond in full to all solicitation sections and follow the indicated format (section numbering and similar matters) in their submittal. Although methods and means are always the responsibility of a contractor, Proposers shall describe their techniques, equipment, and sequencing of their operations with their proposals. Failure to follow these instructions may result in the rejection of the submittal.

I. OVERVIEW

a. **Title Page**

Title Page showing the Request for Proposals' subject, the firm's name; the name, address, telephone number of a contact person; and the proposal's date.

b. **Table of Contents**

c. **Transmittal Letter**

A signed letter of transmittal briefly stating the Proposer's understanding of the work to be done, the commitment to perform and work within the time period, a statement of why the firm believes itself to be best qualified to perform the engagement, and a statement that the proposal is a firm and irrevocable offer for ninety (90) days from the date of the Proposal opening.

d. **Detailed E-Bid Submission**

The detailed e-bid should address all the points outlined in the Request for Proposal as outlined in this RFP.

II. REQUIRED FORMS

See Submittal Checklist in Section 5

III. OVERVIEW OF EVALUATION CRITERIA

In general, the City would like to receive information demonstrating the Proposer has experience providing the following services:

a. the Collection of Garbage and Rubbish from Residential Customers using Garbage Carts at Curbside;
b. the Collection of Bulky Waste and Yard Waste from Residential Customers at Curbside;
c. the Collection of Source Separated Recyclable Materials from Residential Customers using Recycling Carts for Single Stream Recycling;
d. the Collection of Garbage and Rubbish at Multi-Family Dwellings using Mechanical Containers.

IV. EXPERIENCE AND ABILITY

The firms relative experience and qualification of each applicant's proposed team will be evaluated in regards to the project scope. This parameter expresses the general and specific project-related capability of the in-house staff and indicates the adequate depth and abilities of the organization, which it can draw upon as needed. Proposer should make sure to include management, technical, and support staff. Major consideration will be given to successfully completing previous projects comparable in scope, and complexity.

a. Describe the firm's background, history, and overall experience

b. Describe the firm's expertise and experience in performing solid waste hauling services.

c. Describe the firm's experience in servicing City's garbage and solid waste services

d. Have you ever been awarded a contract that you haven't been able to fulfill?

e. Please describe your firm experience with setting up route schedules for garbage pick-up and method of notification to residents

f. Please provide a listing of active contracts for the last five years

g. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary

h. Identify location of the office responsible for this project, the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning and administration of the project

i. Provide resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work

j. Provide resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work

k. Explain the ability and experience of the field staff with specific attention to project related experience

l. For Office Staff and On-site Staff show the organization chart as it relates to the project, indicating key personnel and their relationship

m. If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Package should also include a list of subcontractors proposed to work on the project including professional services, along with their abilities and qualifications as related to the project's specific requirements and their ability to accomplish the project

n. List of current and future solid waste services contractual obligations with their current status and projected termination dates

- Provide reasonable assurance that such obligations will not preclude SSC from meeting its obligations under this contract
- Plan for managing multiple Florida-based waste management contracts
- Proposer must currently have a minimum of five years (5) years full-service waste management services contracts management experience

o. List any fines or penalties incurred for non-performance

v. **OPERATIONAL PLAN**

The Operational Plan shall demonstrate the proposer's compliance with the RFP specifications and demonstrate their understanding of the requirements and needs of this project.

a. The Operational Plan shall clearly address all aspects of the project, including garbage pick, management services, and disposal, operating plan, mobilization timeframes, staffing, management, employee training, quality assurance, quality control, assistance with, etc.

b. The organizational structure of the firm; the chain of command; subcontractor's plan

c. Define methods used to complete assigned tasks

d. Please clearly describe all aspects of the project proposed

e. Include details of your approach and work plans

f. Identify any issues or concerns of significance that may be appropriate

g. List the Severe Weather Operations Plan

VI. PREVIOUS EXPERIENCE

Provide a listing of all contracts in the tri-county area where Proposer as a prime contractor has experience performing Solid Waste Services projects exceeding 1.5 million dollars ($1,500,000.00) per year and/or of a community of similar size.

a. Confirm that the Proposer is currently, and has been conducting business as, a full-service Solid Waste Services Contractor for the last five years (5) consecutive years.

b. Details of the current Contract list should include the following:

- Name and location of the project
- Provide a detailed description of the comparable projects (similar in scope of services to those requested herein)
- Nature of the firm's responsibility on the project
- Project owner's representative name, address, phone number, and e-mail address
- Project duration and the date the project was completed or is anticipated to be completed.
- Size of project including number of residents
- Cost of project
- Work for which staff was responsible
- Contract Type
- The results/deliverables of the project

c. City of North Lauderdale will conduct reference check surveys

d. Proposer shall identify each Government Entity in the state of Florida in the last five (5) years (i.e., on or after January 1, 2014) that they have provided solid waste collection services or that replaced the services provided by the entity's own staff or replaced the services of another private company; and

e. Proposer shall describe the major lessons that were learned when making the transition in services for those Government Entities.
f. Proposer shall also provide any and all documented penalties and/or contract violations for all contracts in the tri-county area within the last five years.

VII. BUSINESS EQUIPMENT AND OPERATIONS

Each Proposer shall prepare and submit a list that identifies the trucks and other Collection vehicles that will be used by the Proposer to provide the services required pursuant to this RFP and Agreement. Please note that the Statement of work of the RFP and Agreement establishes age limits and other requirements concerning the Collection vehicles used by the Successful Proposer. The Proposer's list must identify all of the vehicles that will be used by the Proposer when providing Collection Service to the City, including all of the reserve vehicles that will be provided by the Proposer. The list also must identify:

- the make, model, year, and identification number of each vehicle;
- the type of fuel that will be used by each vehicle; and
- the cargo capacity of each vehicle.

a. For any vehicles that need to be purchased, provide an estimate of the amount of time needed to purchase, receive, equip, and otherwise make the vehicles ready to provide service in the City.
b. Provide an estimate of the amount of time needed to purchase, receive, and make ready any Mechanical Containers that will be provided by the Proposer pursuant to the Agreement.
c. Provide an estimate of the amount of time required to purchase, receive, and assemble the Garbage Carts and Recycling Carts that will be provided pursuant to the Agreement.
d. Describe any sustainable practices or green initiatives the Proposer will use when providing collection services for the City.

VIII. FINANCIAL CAPABILITY

The firm's financial capability is to be addressed and should indicate the resources and the necessary working capital to assure financial stability through to the completion of the contract. Proposer must provide the following required documentation related to the firm's financial stability:

a. **Financial Status:** Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for multiple projects during the same time period.

b. **Financial Statements:** Each Proposer must provide a balance sheet, an income statement, and a statement of cash flow or other documents demonstrating that the Proposer has the financial resources necessary to provide the solid waste collection services requested by the City. Audited financial statements for the last two (2) years will suffice. Publicly-traded corporations may provide pertinent copies of, or an electronic link to, the corporation's annual financial reports, annual audits, and similar filings with the U.S. Securities and Exchange Commission.

c. **Bankruptcy Proceedings:** Each Proposer must identify all pending and threatened bankruptcy proceedings in which the Proposer, its parent, any subsidiary, any affiliate, or any proposed subcontractor is seeking bankruptcy protection. The Proposer also must identify all bankruptcy proceedings that

involved the Proposer, its parent, any subsidiary, any affiliate, or any proposed subcontractor on or after January 1, 2014.

IX. LITIGATION

If Applicable, Proposer shall identify each case within the last five years (i.e., on or after January 1, 2014) where:

a. a civil, criminal, administrative, bankruptcy or other similar proceeding was filed against the Proposer, if such proceeding arises from or is related to a dispute concerning the Proposer's rights, remedies or duties under a contract with a Florida Government Entity for the Collection of Solid Waste;
b. administrative fines, liquidated damages or other penalties were assessed or were deducted from the Proposer's payments under a contract with a Florida Government Entity for the Collection of Solid Waste; or
c. the Proposer paid to settle a dispute with a Florida Government Entity concerning the Proposer's performance under a contract for the Collection of Solid Waste or Recyclable Material.

For each case identified by the Proposer, the Proposer must describe the basic facts concerning the case, including the names of the parties and the current status of the case.

X. BUSINESS STRUCTURE & PROFESSIONAL REGISTRATION CERTIFICATES

a. Proposer must provide proof that it is properly and legally licensed to perform Waste Management Services.

b. List appropriate licenses as issued by Broward County.

c. A reproduction of the firm's current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said services.

d. Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State requirements.

e. If the firm offering services is a corporation, or joint venture, it must be properly chartered with the Department of State to operate in Florida and provide a copy of the firm's current Florida Corporate Charter.

3.24 ELECTRONIC SUBMISSIONS

Proposers must submit one (1) complete bid package electronically through DemandStar. Each alternative or substitute proposal must be submitted separately with a complete proposal package. Submit the Proposal with all of the required documents before the Proposal due date and time listed on page #2. Proposal packages that are mailed, e-mailed, or faxed to any City of North Lauderdale personnel will **not** be accepted. The proposal must be submitted by e-bid on DemandStar.com. You should allow ample time to set up your necessary account prior to the Bid due date and time. The RFP is under Broward County, and the agency name is the City of North Lauderdale. Prepare your documents in Adobe Acrobat (*.PDF) format. After the proposal's due date and time has expired, submissions will **not** be accepted. If you need assistance with DemandStar, please call (206) 940-0305 or e-mail support@demandstar.com.

If applicable, the AIA document A312-2010 proposal bond must be an original with the company's embossed seals. This document must be enclosed in a sealed envelope when

submitted to the City Hall – Purchasing Division, 2nd Floor, City of North Lauderdale, Florida. **Only hard copies of the Proposal Bond and the Pricing Sheet will be accepted at North Lauderdale City Hall and verified during the solicitation opening.** The name of the RFP and number must clearly show on the outside of the sealed envelope and a statement as to its contents. The Purchasing Division must receive these documents by the bid due date and time listed on page # 2 of this RFP**.** The City of North Lauderdale is not liable for any cost incurred by a proposer in responding to this Solicitation.

Although methods and means are always the responsibility of a contractor, proposers shall describe their techniques, equipment, and sequencing of their operations with their e-bids. Experience of providing similar services will be used in the evaluation of e-bids by the City. Failure to submit the above-requested information may be cause for rejection of your e-bid.

3.25 PROPOSAL PRICE FORM

This Solicitation uses a Proposal Price Form(s) in the format of a Microsoft Excel spreadsheet available as an attachment via DemandStar (www.demandstar.com) and on the City website (www.nlauderdale.org).

Complete the Proposal Price Form(s) by inserting **Vendor's Name, Address and Contact Information** in the appropriate fields. This form has been designed to allow only the entry of requested information in the unlocked fields. For accuracy and convenience, the total will be calculated automatically. Recheck your entries prior to submission to ensure correct totals. The City of North Lauderdale is not responsible for Proposer entering incorrect data into the proposal pricing form.

If you need assistance in obtaining the Proposal Price Form, you may contact DemandStar at (206) 940-0305 or e-mail support@demandstar.com.

If you need assistance in completing the Proposal Price Form, you may contact the Purchasing Division at (954) 597-4718 or e-mail arozwadowski@nlauderdale or dkcancel@nlauderdale.org.

SPECIAL CONDITIONS

SECTION # 4

EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

4.1 OVERVIEW OF EVALUATION METHOD

The Purchasing Division will review each response and provide information to the Evaluation Committee of the completeness of each response. A responsive proposal is one which follows the requirements of the Solicitation, includes all documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. **FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN A RESPONSE BEING DEEMED NON-RESPONSIVE BY THE EVALUATION COMMITTEE.**

The City will assemble an Evaluation Committee comprised of City Staff and other individuals selected by the City. The City's Evaluation Committee will evaluate each responsive proposal and select the proposal that offers the best value to the City. The City shall be the sole judge of each Proposer and the City's own best interests.

CONTACT WITH ANY PERSONNEL OR ELECTED OFFICIAL OF THE CITY OF NORTH LAUDERDALE, OTHER THAN THE PERSON DESIGNATED ON PAGE 2 OF THIS SOLICITATION, DURING THE SOLICITATION, EVALUATION AND AWARD PROCESS REGARDING THIS SOLICITATION MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

4.2 PHASE I AND PHASE II EVALUATIONS

The City anticipates that it will evaluate the Proposals in a two-phase process, but the City reserves its right to eliminate one phase of the process or use any other approach the City deems appropriate.

I Phase I

Each member of the Evaluation Committee shall evaluate each Proposal in accordance with the evaluation criteria specified herein. The Evaluation Committee will rank the Responsive Proposers to establish a "shortlist" of Proposers that will advance to Phase II of the selection process. It is anticipated that a minimum of two Proposers will be shortlisted. However, at its option, the Evaluation Committee may allow all Responsive Proposers to participate in the Phase II evaluation process.

II Phase II

Each short-listed Proposer will have equal standing at the beginning of the Phase II evaluation. The ranking established during the Phase I evaluation process will not carry over to the Phase II evaluation process.

Each short-listed Proposer may be required to make a presentation to the Evaluation Committee. These presentations will provide an opportunity for the Evaluation Committee members to further assess the Proposers and their Proposals. If presentations are utilized, the format will be determined by the Evaluation Committee. Presentations will be closed to the public, pursuant to Section 286.0113, Florida Statutes.

During Phase II, each Evaluation Committee member shall re-evaluate each Responsive Proposer that was short-listed, and rank the Responsive Proposers in accordance with the evaluation criteria specified herein, based on the Proposal, the information presented

during the presentation (if presentations are made), reference checks, and any other available information. The rankings shall be made in the manner described in Ranking Process Section 4.4 below.

At any time during the City's evaluation process, the Purchasing and Contracts Division or the Evaluation Committee may reject a Proposal if the Purchasing and Contracts Division or Evaluation Committee determines that the Proposer is not responsible (i.e., the Proposer does not satisfy the minimum criteria set forth in this RFP) or the Proposal is not responsive. Any Proposer that is not responsive or not responsible will not be considered further.

4.3 EVALUATION CRITERIA

Each Proposal shall be evaluated in light of the following criteria:

- The Proposer's qualifications and experience.
- The Proposer's past performance.
- The Proposer's plan for providing service to the City.
- The Proposer's capabilities and resources.
- The Proposer's prices.

4.4 RANKING PROCESS

Each Evaluation Committee member will rank the Proposals in light of the criteria described in Section 4.3. The criteria are not weighted. Accordingly, the Evaluation Committee members will not be required to assign points to each of the criteria. Instead, each member of the Evaluation Committee shall make a qualitative determination concerning each proposal's merit. Each Proposal will be evaluated individually and in the context of the other Proposals. Each member of the Evaluation Committee shall rank the Proposals from best to worst, with the best Proposal being ranked first.

The individual rankings from the committee members will be added together to determine the overall committee ranking. In this calculation, the best ranking (first) is worth one point, the second-best ranking is worth is two points, and so on. The Proposer with the lowest total number of ranking points will be the top-ranked Proposer. The Proposer with the next lowest number of points will be ranked second. The Evaluation Committee's tabulation of the ranking points shall be used to determine the Committee's final ranking of the Proposers.

4.5 AWARD OF CONTRACT BY CITY COMMISSION

After the Evaluation Committee completes its assessment of the Proposals, the City staff shall prepare a written recommendation, which shall be presented to the City Commission at a public meeting. The Commission may exercise any one of the following options:

a. The Commission may approve the award of the City's work to the Proposer that received the highest ranking by the Evaluation Committee;
b. The Commission may reject all of the proposals, based on any reason the Commission deems sufficient;
c. The Commission may defer the award of the City's work; or
d. The Commission may take any other action the Commission deems lawful and appropriate.

It is anticipated that the Commission will award the City's work to the Proposer that submits the best overall proposal, based on the determinations by the Evaluation Committee and the Commission's assessment of the City's best interests.

The Proposer that received the highest ranking by the Evaluation Committee shall negotiate and sign the Franchise Agreement before the Evaluation Committee's recommendation is presented to the City Commission at a public meeting. If the highest-ranked Proposer fails to comply with the requirements herein, the City may award the Agreement to the next highest ranked Proposer.

4.6 THE CITY'S ACCEPTANCE OR REJECTION OF PROPOSALS

The City reserves its exclusive right to:

a. accept the Proposal which, in the judgment of the City, is the best overall Proposal, based on the criteria in Section 4.3, above;
b. reject any and all non-responsive Proposals;
c. waive minor irregularities and technicalities in any Proposal; RFP NO. 21-03-404

The City also reserves the right to:

a. issue addenda to revise the requirements in this RFP;
b. cancel this RFP, with the option of issuing a new RFP or other solicitation;
c. change the schedule for any activities under this RFP;
d. enter into negotiations with one or more Proposers or other Persons; and
e. continue to provide to utilize the current franchisee to provide solid waste services

The City shall decide, in its sole discretion, whether to reject a proposal as non-responsive.

The City may reject a proposal for any reason that the City deems sufficient. For example, the City may reject one or more Proposals if: The Proposer misstates or conceals any material fact in their Proposal; the Proposal does not conform to the requirements of Applicable Law; the Proposal is subject to conditions or qualifications; a change occurs that makes this RFP unnecessary for the City, or a Person submits more than one Proposal under the same or different names.

Any or all Proposals may be rejected if the City concludes that collusion existed among two or more of the Proposers. Proposals received from the participants in such collusion will not be considered for the same work if this RFP is re-advertised. More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. The City may reject Proposals if two (2) or more Proposers are planning a merger, or are in the process of merging with or acquiring other Proposers, and the City concludes that the Proposers are not submitting bona fide or uncompromised proposals. In such cases, the City may reject all Proposals in which such Proposers are involved. Any and all compromised Proposals will be rejected if there is reason to believe that collusion exists between Proposers.

4.7 LIMITATIONS ON PROPOSER'S RIGHTS

By submitting a Proposal, each Proposer acknowledges and agrees that:

a. the submittal of a Proposal constitutes a binding offer by the Proposer and the offer shall not be withdrawn for at least ninety (90) days after the deadline for submitting Proposals;
b. no enforceable contract will arise between the City and the Proposer unless the City signs the Agreement with the Proposer;
c. no action will lie against the City to compel the City to execute the Franchise Agreement or any other contract at any time;
d. the City is not obligated to award its Franchise Agreement to the Proposer that offers the lowest prices to the City;
e. the City shall be the sole judge of the procedure used to select the best Proposal, and the determination of which Proposal is most advantageous to or in the best interests of the City; and
f. the Proposer waives any and all claims it may have for damages, lost profits, costs, expenses, attorneys' fees, or other injuries if the City decides that the City will

(1) award the Agreement to another Proposer or

(2) not sign the Agreement with the Proposer, even if the Evaluation Committee recommends awarding the Agreement to the Proposer.

4.8 PROPOSER'S WARRANTIES TO CITY

By submitting a Proposal, each Proposer represents and warrants that:

a. no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services specified herein;
b. the Proposer is not insolvent;
c. the Proposer is not in bankruptcy proceedings or receivership; and
d. the Proposer is not engaged in or threatened with any litigation, arbitration or other legal or administrative proceeding or investigation of any kind that would have a material adverse effect on the Proposer's ability to perform its obligations under the Agreement.

4.9 BEST AND FINAL OFFERS

When the City deems it appropriate, the City may request the submission of best and final offers. A request for best and final offers shall be in writing and shall establish a common date and time for the submission. Best and final offers shall be submitted only once, unless the City Manager determines it is in the City's best interest to conduct additional discussions or change the City's requirements and require another submission of best and final offers. Otherwise, no discussion of or changes in the best and final offers shall be allowed prior to award. If a Proposer is requested to submit a best and final offer, but does not, their most recent offer will be deemed to be their best and final offer.

4.10 METHOD OF SUBMISSION FOR PRICING:

The Proposer shall complete the "Proposal Price Form(s)" to include all costs for materials, direct labor costs, indirect cost, and profit margin. Proposers should submit the proposal pricing sheet through DemandStar before the due date of this RFP outlined on page 2. As stated above, the pricing portion of this RFP will NOT be the sole criteria for the evaluation committee to rank these proposals.

SUBMITTAL CHECKLIST

SECTION # 5

5.1 EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

In order to assure that your response complies with requirements, the following items (forms and documentation) are required. Please verify that the following items are included in your response submission. Additional or supporting forms/items may be required under the terms of this Solicitation specifically for each responder. It is the responder's responsibility to read and understand all provisions.

Include this completed checklist to verify that the referenced content is included in the submission.

Failure to fully complete and return the required forms/documentation in solicitation submission may result in bid being deemed non-responsive and not considered for award.

- All Proposal Requirements Outlined Above
- Drug-Free Workplace Form
- Addenda Acknowledgment Form
- Anti-Lobbying Certification
- E-Verify Affidavit – 3 Pages
- Non-Collusive Affidavit – 2 Pages
- Local Vendor Preference Certification (if applicable)
- Offeror's Certification
- Proof of Required Insurances
- Proof of Required Licenses and/or Certifications
- Proposal Price Form(s) – Excel Attachment
- Proposer provided listing of current Tri-County previous contracts
- Public Entity Crimes Form – 3 Pages
- Qualification Statement – 4 Pages
- Scrutinized Vendor Certification – 2 Pages
- Vendor Contact Summary
- Vendor Ownership and Demographic Form

***Please check www.demandstar.com and/or City website www.nlauderdale.org**

for addenda and changes before submitting final e-bid*