



**REQUEST FOR PROPOSAL #03-0-2020/SB
SOLID WASTE AND RECYCLING COLLECTION SERVICES**

Procurement Department
120 Malabar Road, SE
Palm Bay, FL 32907-3009

ISSUE DATE: 11/15/2019
Page 1 of 35

PROCUREMENT CONTACT:
Susan Blair, CPPB
Procurement Manager
PHONE NUMBER: (321) 952-3424
E-MAIL: susan.blair@pbfl.org

**PROPOSALS TO BE RECEIVED
NO LATER THAN 5:00 PM ON
TUESDAY, 1/21/2020**

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID	
Proposer Name: _____	<u>Pre-Bid: December 3, 2019 at 3:30 pm</u>
Address: _____ _____	<u>Dawn Reid Memorial Room – City Hall Bldg. A</u>
Phone Number: _____	<u>120 Malabar Rd SE, Palm Bay, FL 32907</u>
Fax Number: _____	Proposals are firm for 90-days. Yes ___ No ___ Other ___
E-Mail Address: _____	Do you accept VISA? Yes _____ No _____
FEIN Number: _____	List of Deviations (if any) attached Yes _____ No _____
	If submitting a "NO PROPOSAL," state reason: _____

Proposal packages shall be mailed or hand-delivered to the Office of the Procurement Department, located at the CITY HALL, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907. Receipt of Proposals will be officially closed after time and date identified above. Proposals received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Procurement Department will be the official authority for determining late Proposals.

One (1) original (MARKED "ORIGINAL") and five (5) copies, and one (1) electronic PDF copy on Compact disk (CD) or flash drive of all Proposal sheets and required attachments shall be executed and submitted in a sealed envelope. Proposer shall mark Proposal envelope, RFP No. 03-0-2020/SB – SOLID WASTE AND RECYCLING SERVICES. Proposer's name and return address shall be clearly identified on the outside of the envelope.

Authorized Signature

Title (printed or typed)

Printed Name

Date

CHECK LIST OF MINIMUM REQUIRED SUBMITTALS

This "Standardized Check List" has been provided to assist the Proposer with the submission of their Proposal package. This Check List cannot be construed as identifying all required submittal documents for this project. Proposers remain responsible for reading the entire Proposal document to ensure that they are in compliance.

The City, in its sole discretion, reserves the right to reject any and all Proposals, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Proposals. The City specifically reserves the absolute right to determine the seriousness of any proposer's failure to specifically conform to the requirements of the proposal document. Proposers cannot utilize the City's determination of the seriousness of any specific non-conformance as a basis to protest the award of any proposal. Proposals may be considered subject to rejection if in the sole opinion of the City: there is a serious omission, unauthorized alteration of form, an unauthorized alternate Proposal, incomplete or unbalanced unit price, or irregularities of any kind. The City may reject, as non-responsive, any or all Proposals where Proposers fail to acknowledge receipt of Addenda as prescribed.

SUBMITTALS	Included		
	YES	NO	N/A
Proposer has completed, signed (blue ink) and included Request for Proposal Cover Sheet (page 1)			
Proposer has completed, signed (blue ink) and included the Check List of Minimum Required Submittals (page 2)			
Proposer has provided One (1) Original hard-copy Proposal (marked " ORIGINAL "), signed (blue ink), plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the proposal complete with all supporting documentation			
Proposer has provided the number of hard copies of their proposal (marked " COPY "), as referenced in Section I (page 4)			
Proposer submittal is organized (to include all information requested under each tab) in tabbed format as described in Section III			
Proposer has confirmed that their proposal reflects all Addenda for this project (all Addenda will be posted to Demandstar.com and PublicPurchase.com for notification and retrieval)			
Proposer has completed, signed (blue ink) and included their Proposal Form			
If applicable, Proposer has provided a signed Conflict of Interest statement			
Proposer completed and included their Reference Form			
Proposer has completed, signed (blue ink) and included their Identical Tie Proposal sheet with signature – (if applicable)			
Proposer has signed (blue ink) and included their Proposer's Insurance Requirements Acknowledgement			
Proposer has completed and included their Business Location Certification Statement (not required for Class "D")			
Proposer has included a copy of business tax receipt (occupational license)			
Proposer has signed and notarized & included their Non-Collusion Affidavit			
Proposer has completed and included their Vendor Certification Regarding Scrutinized Companies Form			
Proposer has read, understood, and submitted all required documentation for proposal evaluation.			

Authorized Signature

Company

Printed Name and Title

Date

TABLE OF CONTENTS
REQUEST FOR PROPOSAL #03-0-2020/SB
SOLID WASTE AND RECYCLING SERVICES

SECTION I	Page No.
Checklist of Required Minimum Submittals	2
Introduction	4
Standard Terms & Conditions	5
Special Conditions	9

SECTION II	Page No.
Background	12
Agency Overview	12
Scope of Work	13

SECTION III	Page No.
RFP Timeline	19
Evaluation Procedure	19
Criteria	20
Selection Process	22

SECTION IV	Page No.
Proposal Forms	24
Reference Form	29
Identical Tie Proposal Form	30
Proposer's Insurance Requirements Acknowledgement Form	31
Non-Collusion Affidavit	33
Vendor Certification Regarding Scrutinized Companies List	34
Location Map – Procurement Department	35

SECTION I

INTRODUCTION & INSTRUCTIONS TO PROPOSERS

The City of Palm Bay (hereinafter referred to as "City") is requesting sealed Proposals for Solid Waste and Recycling Services.

PROPOSAL DUE DATE & TIME: TUESDAY, JANUARY 21, 2020 AT 5:00 P.M. Proposal packages shall be mailed or hand-delivered to the Office of the Procurement Department, located at CITY HALL, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907. Proposals are to be received NO LATER THAN 5:00 P.M. after which time receipt will officially be closed. Proposals received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Procurement Department will be the official authority for determining late Proposals.

NOTE: Proposals will not be opened on the same date and time as identified above. The proposal opening will be conducted in a public meeting to begin at 10:00 A.M. on, Wednesday, 1/22/2020. **Only the NAME of the firms who submitted a response to this Request for Proposal will be read aloud.** The location of the opening will be the Procurement Department, Conference Room, 120 Malabar Road, SE, Suite 200, Palm Bay, FL 32907.

All Proposals must be executed and submitted in a single sealed package. Proposer shall mark Proposal package, "RFP No. 03-0-2020/SB – SOLID WASTE AND RECYCLING SERVICES." Proposer's name and return address should be clearly identified on the outside of the package.

Proposer shall submit six (6) complete sets with all supporting documentation:

- One (1) hard-copy original (marked "ORIGINAL") and signed in blue ink, plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the proposal complete with all supporting documentation.
- Five (5) hard-copies (marked "COPY")

Proposals submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of a Proposal in response to this Request for Proposal constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be rejected at the option of the City. It is the Proposer's responsibility to ensure that Proposal submittals are in accordance with all addenda issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements. Addenda are available online at <http://www.demandstar.com>, and www.publicpurchase.com. Both links can be obtained through the City of Palm Bay Web Page <http://www.palmbayflorida.org/procurement>.

Proposals not submitted on the enclosed Proposal Form may be rejected, unless stated otherwise in the Proposal documents. If a Proposer wishes not to submit a Proposal, complete and return the "NO PROPOSAL RESPONSE" on Page 1.

A non-mandatory pre-proposal meeting will be held on December 3, 2019 at 3:30 p.m. in the Dawn Reid Memorial Room at City Hall – Bldg. A. This pre-proposal meeting will allow the proposer the opportunity to inspect the worksite and bring forward any questions concerning this proposal.

For information concerning procedure for responding to this Request for Proposal (RFP), contact Susan Blair, CPPB, Procurement Manager; Procurement Department at (321) 952-3424. Such contact is for clarification purposes only. Material changes, if any, to the Scope of Services, or Proposal procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the Proposal Documents shall be submitted in writing and directed to the City of Palm Bay, 120 Malabar Road SE, Suite 200, Palm Bay, FL 32907, Attention: Susan Blair, CPPB, Procurement Manager; Procurement Department. Questions may also be sent via e-mail at

susan.blair@pbfl.org. Proposers are responsible for verifying questions were received by the Procurement contact. Questions received less than fourteen (14) calendar days prior to proposal due date will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Proposers in submitting their proposals.

STANDARD TERMS & CONDITIONS

ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all Proposals, and to accept the Proposal which best serves the interest of the City of Palm Bay. The City may award sections individually or collectively whichever is in its best interest.

ADDENDUM AND AMENDMENTS TO REQUEST FOR PROPOSAL: If it becomes necessary to revise or amend any part of this Request for Proposal, the City's Procurement Department will furnish the revision by written Addendum to all prospective proposers who are recorded with the City as having received an original Request for Proposal. Addenda information will be posted online at <http://www.demandstar.com>, and www.publicpurchase.com. Both links can be obtained through the City of Palm Bay Web Page <http://www.palmbayflorida.org/procurement>. Proposers are responsible to check any of these locations for updates.

ADDITIONAL TERMS & CONDITIONS - The City reserves the right to reject proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

AWARD - Award will be made to the best responsive and responsible offeror whose Proposal is determined by the City to be in the best interest of the City.

COMMITTEE MEETINGS & INFORMATION: The Notice of Committee Meetings will be posted within a reasonable time period (generally 72-hours) in advance of such meetings. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 120 Malabar Road SE, Palm Bay, FL 32907, at <http://www.demandstar.com>, and at www.publicpurchase.com. Links to both sites are available through the City's Web Page <http://www.palmbayflorida.org/procurement>.

Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements in Chapter 286.011 and s. 24(b) Art. I of the State Constitution.

CONFLICT OF INTEREST – The Proposer certifies that this Proposal has not been arrived at collusively or otherwise in violation of federal, state or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the City or of its agencies. Offerors must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

DEVIATION FROM SPECIFICATION - Any deviation from specifications must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

DISCRIMINATORY VENDOR LIST: An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Proposal for a contract to provide goods or services to a public entity, shall not submit a Proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity (Section 287.134(3)(d), Florida Statute).

ECONOMY OF PREPARATION: The proposals should be prepared simply and economically, providing a straightforward, concise description of the proposers' ability to fulfill the requirements of the proposal.

EX PARTE COMMUNICATION: Ex Parte Communication means any oral or written communication relative to a solicitation, evaluation, award or contract controversy that occurs outside of an advertised public meeting or occurs with someone other than the Chief Procurement Officer, subject to the exclusions identified in Section 38.20 of the City of Palm Bay Code of Ordinance.

- (A) Adherence to procedures which ensure fairness is essential to the maintenance of public confidence in the value and soundness of the important process of public procurement. Therefore, any ex parte communication between a bidder, proposer, contractor or protestant (or its employees, agents or representatives) and the City (its members, employees, agents, legal counsel, contractors, or representatives) during the selection process and award is strictly prohibited. Ex parte communication is prohibited during the following periods:
- (1) From the date of advertising of the solicitation through award of a contract; and
 - (2) From initiation of a protest of an award or contract through resolution for the parties involved in the protest.
- (B) **Exclusions:** This requirement shall not prohibit:
- (1) **Pre-Bid and Pre-Proposal Meetings:** Meetings called or requested by the Chief Procurement Officer and attended by bidders or proposers for the purpose of discussing a solicitation, evaluation or selection process including, but not limited to, substantive aspects of the solicitation document. Such meetings may include, but are not limited to, pre-bid or pre-proposal meetings, site visits to the City's facilities or property, site visits to bidders' or proposers' facilities, interviews/negotiation sessions as part of the selection process, and presentations by proposers or submitting firms. Such authorized meetings shall be limited to topics specified by the Chief Procurement Officer.
 - (2) Solicitation documents may provide for communications from bidders or proposers to designated Procurement Department staff or discussion at meetings called or requested by the City pursuant to this subsection.
 - (3) Addressing the City Council regarding non-procurement topics at public meetings.
 - (4) The filing and processing of a written protest to any proposed award to be made pursuant to the solicitation, evaluation and selection process. Protest proceedings shall be limited to open public meetings, with no ex parte communications outside those meetings;
 - (5) Contacts by the City's current contractors but only in regard to:
 - a. any work being performed on City projects unrelated to the solicitation, or
 - b. any City projects under the prohibited ex parte communications for which the current contractors do not intend to submit a response or have not submitted a response to any solicitation documents for those projects;
 - (6) Communications between the Chief Procurement Officer or other City representatives and the bidder or contractor for routine matters arising from ongoing projects or contracts previously awarded;
 - (7) Contacts by bidders and proposers (actual or potential) and the City regarding other projects unrelated to the purchase for which the bidders or proposers (actual or potential) may intend to submit a response or have submitted a response to any competitive solicitation;
 - (8) Communications between the Chief Procurement Officer and bidders and/or proposers (actual or potential) for matters regarding pending purchases. Written questions shall be made to the named contact person.
 - (9) Violation of this provision shall be grounds to: disqualify the violator from the award of the purchase, void any award to or contract with the violator, and/or temporarily suspend or permanently debar the violator from future contracts with the City.

INFORMALITIES - The City of Palm Bay reserves the right to both waive any informality in Proposals and to determine, in its sole discretion, whether or not informality is minor.

INFORMATION AND LITERATURE - Proposers are to furnish all information and literature requested. Failure to do so may be cause for rejection.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the designated buyer. Interpretations, that may affect the eventual outcome of this Proposal, will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Palm Bay.

PAYMENT - Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

PRICING - If a unit price, when extended, is obviously in error, the incorrect extended price will be disregarded.

PROPOSAL ACKNOWLEDGE: By submitting a proposal, the proposer certifies that he/she has full knowledge of the scope, nature, and quality of work to be performed.

PROPOSER EXPENSES - No out of scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that proposer may incur in preparing and submitting proposals called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the proposer. The City will not be liable for any costs incurred by the proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

PUBLIC ENTITY CRIMES – By submission of response to the City's Request for Proposal on this project, proposer acknowledges and agrees to the following: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals for leases of real property to a public entity, may not be awarded or perform work as a Successful Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

PUBLIC RECORDS: Sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1) and 24(a) Article I of the State constitution until such time as the agency provides a notice of an intended decision or until 30-days after opening the bids, proposals, or final replies, whichever is earlier.

Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his or her response is exempt from disclosure, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records once that information is determined to be available.

If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation, or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12-months after the initial agency notice rejecting all bids, proposals or replies.

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

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the contractor has questions regarding the application of Chapter 119 Florida Statutes, to the contractor' duty to provide public records relating to this contract, contact the custodian of public records at the City of Palm Bay Procurement Department, 120 Malabar Road SE, Palm Bay, Suite 200, Florida 32907; 321-952-3424 or procurement@pbfl.org.

QUANTITIES - The City reserves the right, in its sole discretion, to increase or decrease total quantities as it deems necessary. Quantities listed on proposal sheet(s) identify anticipated award amounts.

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The proposer shall furnish such additional information/clarification as the City may reasonably require. This includes but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation of service personnel.

REQUEST FOR MODIFICATION: The City reserves the right to negotiate a final agreement with the top-ranked proposer to more fully meet the needs of the City.

RESPONDENT/RECOMMENDATION OF AWARD INFORMATION: The Notice of Consideration for Award for Proposals will be posted at least five (5) business days in advance of such award. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 120 Malabar Road SE, Palm Bay, FL 32907; at <http://www.demandstar.com> and www.publicpurchase.com. Links to both websites are available through the City's Web Page <http://www.palmbayflorida.org/procurement>. Notice of Award, Proposals currently available, and Tabulation sheets are available Online. Proposers, who do not have Internet access, may request a copy of the tabulation by contacting the Procurement Department.

RESPONSIBLE OFFEROR: A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

RESPONSIVE OFFEROR: A contractor, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

SCRUTINIZED COMPANY LIST – STATE OF FLORIDA REQUIREMENT:

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of “Scrutinized Companies” is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of “Scrutinized Companies” can be found at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

The company representative authorized to sign on behalf of the bidder, hereby CERTIFIES that the company identified as the Respondent is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. Authorized representative understands that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent company to civil penalties, attorney’s fees, and/or costs.

Bidder/proposer understands and agrees that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

TAX EXEMPTIONS - The City of Palm Bay is tax exempt. The City of Palm Bay’s tax-exempt number is 85-8012646361C-4.

TIME FOR CONSIDERATIONS - Proposals will be irrevocable after the time and date set for the opening of Proposals and for a period of ninety (90) days thereafter.

TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent they will not be considered as trade secrets until the City is presented with the alleged secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the City before obtaining the City’s agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

SPECIAL CONDITIONS

CONTRACTOR SECURITY ID CARDS: All vendors and contractors who enter into a business arrangement with the City will be required to obtain, at no charge, from the City’s Human Resources Department, a security identification badge prior to performance of their awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, as amended by City Ordinance Number 2007-96. For more information view [Public Protection Act - Chapter 98 in the Code of Ordinances](#).

Your "Contract Employee" is defined as: "Any individual who is employed regularly, seasonally, on a per diem basis, whether or not compensated, to fulfill a duty or obligation of the contractor in or for the City of Palm Bay. Contract Employee shall not include employees of the contractor who do not perform duties within the city limits or who do not have regular contact with the public as a representative of the City."

Prior to being issued a City security ID card, the contractor shall complete the [application](#) which acknowledges, under penalty of perjury, that the contract-employee works or provides service for the contractor, whether for compensation or not, and authorizes the issuance of a City security ID card to the Contract Employee. The security ID card will provide limited information identifying the Contract Employee (including, but not limited to, name, date of birth, address, and either a driver's license number or the number of a state-issued identification card) and will provide an expiration date (which shall not be later than the term of the contract).

The City shall retain the right to verify the information contained on the application and shall require the Contract Employee to present his or her driver's license or state-issued identification card prior to sitting for a photograph or being issued a City security card. The City shall retain the right to request fingerprints of the contract-employee and/or conduct a background investigation if it is deemed necessary.

There are a few exceptions to the Public Protection Act which include:

- Those who provide a service to the City, where the City is the consumer of such service and the contractor is repairing, maintaining or installing its equipment which has been leased or sold to the City (i.e., a repairman coming into a City office to repair a copy machine, Waste Management emptying dumpsters, etc.) and the Contract Employee has no significant contact with the public, regardless of the existence of a contract or other business arrangement;
- Those who provide a service to the City where the City is a recipient of routine deliveries (i.e. Fed-X driver);
- The employees of any contractor whose business has more than five hundred (500) employees and which can document at least one other governmental client which is a county, a county school board, a sheriff's office, a municipality with a population of more than 70,000 persons, the State of Florida or an agency thereof (i.e., Water Management District, County Housing Authority, etc.) or the Federal Government or an agency thereof
- City Risk Manager approval of specific job assignments where the wearing of a security card poses an unusual risk or harm Contractors are responsible to determine how this law applies to their company.

PERFORMANCE BONDS: When the Successful bidder delivers the executed Agreement to City, it shall be accompanied by the required Bonds, Insurance Certificates and Endorsements.

The Contractor shall furnish a Performance Bond, in an amount equal to 50% of their proposed Residential Rate – Category 1 times the total number of Residential Households, annually adjusted each October 1st thereafter, as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law.

State of Florida Bonding Requirements:

- a. The surety (bonding) company must be licensed to conduct business in the State of Florida and show proof thereof.
- b. The surety (bonding) company must hold a current certificate authorizing them to conduct business in the State and show proof thereof.
- c. The surety has twice the minimum surplus and capital required by the Florida Insurance Code; and show proof thereof.
- d. The surety (bonding) company is in compliance with the Florida Insurance Code; and show proof thereof.
- e. The surety (bonding) company holds a valid certificate of authority issued by the U.S. Department of Treasury and show proof thereof.
- f. That copies of all documents that the surety (bonding) company provided be certified.

- g.** Each surety, (bonding company) provide proof that it is listed in the current issue of the Federal Registry, Department Circular 570, Department of the Treasury, of "Companies Holding Certificates of authority as Acceptable Sureties on Federal Bonds as Acceptable Reinsuring Companies". Sureties may also provide proof that they are authorized to transact insurance business in the State of Florida and in addition thereto, they may provide a copy of their current, audited, annual statement indicating their current financial condition.

SECTION II

AGENCY OVERVIEW

The City of Palm Bay, incorporated January 16, 1960, is a political subdivision of the State of Florida. The legislative branch of the City is composed of five elected Council Members, one of which is the Mayor. The City Manager is responsible for the execution of Council's established and adopted policy. The City, with an estimated population of 116,269 residents, is the largest incorporated area in Brevard County.

(Please visit our official web site, www.palmbayflorida.org)

BACKGROUND

The City's current exclusive franchise agreement with Harris Sanitation, Inc. (dba Waste Management) of Brevard ("Current Contractor") includes exclusive collection of approximately 49,526 residential accounts for solid waste, yard waste, bulky waste, electronic waste, white goods, tires and recyclable materials as well as commercial solid waste. The Current Contractor also provides non-exclusive collection of commercial recycling materials outside the scope of the existing franchise agreement.

The City receives a Franchise Fee in the amount of 10% of multi-dwelling and commercial account revenues collected by Current Contractor. The City also receives a recycling incentive in the amount of \$.20 per active residential & multi-dwelling account per month.

As of August 31, 2019, the City currently has approximately 40,709 active accounts. Each account has a minimum of 1 (one) solid waste container and 1 (one) recycle container which equals to approximately 81,418 containers. Also, there is approximately 5,036 additional containers housed at residential addresses by resident requests and 817 containers on-hand in City inventory. This totals approximately 87,271 64-gallon containers owned by the City. The franchise agreement expires September 30, 2020. See current franchise agreement (Attachment 5).

Current residential collection service includes the following:

- Once per week collection of solid waste in City-provided and maintained 64-gallon containers.
- Once per week collection of single-stream recyclable materials in City-provided and maintained 64-gallon containers.
- Once per week collection of yard waste, prepared in accordance with City's Code of Ordinances.
- Once per week collection of bulky waste.
- On-call collection of white goods, electronic waste and tires.

Current Multi-dwelling collection service include the following:

- Collection of solid waste, from contractor-provided and maintained containers, at a frequency of no less than twice per week. Additionally, the Current Contractor provides weekly recycling services.

Current commercial collection service includes the following:

- Monday through Friday and (Saturday, if required by customer) automated collection of solid waste in contractor-provided and maintained containers.
- Collection of solid waste from containers at a frequency negotiated between the contractor and customer.

Current municipal collection services include the following:

- Twice per week collection of solid waste in Contractor-provided and maintained containers.
- Once per week collection of single-stream recyclable materials in contractor-provided and maintained containers.

The Current Contractor also provides solid waste and recyclable materials collection at 52 public locations and approximately 1 scheduled City-sponsored community clean up events, at no additional charge.

Processing and disposal of all residential and commercial solid waste, yard waste, bulky waste, and recyclable materials collected pursuant to the Franchise Agreement is the responsibility of the Current Contractor. Recyclable materials are required to be delivered to a licensed Material Recovery Facility (MRF) of the contractor's choosing.

The reported quantities (in tons) of solid waste, yard waste and recyclable waste collected from 2016 through 2018 are as follows:

YEAR	Solid Waste	Recycle	Yard Waste	Bulky Waste
2016	26,980.72	10,942.79	9,186.55	3,161.94
2017	28,933.60	9,845.64	9,884.25	2,917.12
2018	28,370.53	9,918.38	10,024.01	5,148.28

The current residential and commercial fee schedules are provided in Attachment 1. Also, the current collection schedule and map are provided in Attachment 2.

The current residential service rates are as follows:

- The City pays the Current Contractor the rate of \$10.43 per active residential account per month, evaluated once per year and changed based on adjustments to the consumer price index and diesel index in Attachment 3.
- Residential customers currently pay the City \$12.30 per active account per month. Additional charges can include \$.50 for each additional container per month, \$35 delinquent account fee per occurrence, and a \$25 voluntary service start/stop per occurrence. City rates to residents are approved each year on the fee schedule in Attachment 1.

The current billing process is as follows:

- Residential account activation, termination, monthly billing, and collection of payment is completed by the City's Utility Customer Service Department.
- Billed amounts are included on the utility water and sewer bills where applicable. Residents without water are billed quarterly by separate notice.
- Residential account information is maintained by the City's Utility Customer Service Department.
- Commercial and Multi-dwelling accounts are billed, serviced, and maintained by the Current Contractor; current cost as shown in Attachment 7.

The Current solid waste and recycle container process is as follows:

- Account activation, delinquency, or termination is received in the City's Utility Customer Service Department. This information is provided in the form of a work order to the City's Public Works Department which manually delivers or retrieves solid waste and/or recycle containers from listed resident addresses.
- Each account activation requires a minimum of 1 (one) solid waste container and 1 (one) single-stream recycling container.
- The City's Public Works Department maintains on-hand container inventory, purchasing for new accounts, replacements, and maintenance of all containers.
- Solid waste and recycling container cleaning are the responsibility of the customer while in their possession; however, containers obtained through delinquency or account termination are cleaned by the City's Public Works Department.

SCOPE OF WORK

The City of Palm Bay is requesting proposals from collectors for award of a Franchise Agreement to provide collection and transport services for single-family and multi-dwelling residential solid waste, recyclables, yard waste, bulky waste, white goods, electronic waste and tires; and, for commercial solid waste collected in individual containers, front-load containers/bins, and compactors citywide. The Collector shall comply with all federal, state, and local requirements and shall acquire and maintain all required permits and licenses.

This section describes the primary services to be provided by the selected Collector. Collectors shall submit with their proposal, a draft franchise agreement for review by City staff.

A. Minimum Qualifications of Collector

The City is seeking Collectors with the following experience:

1. A minimum of ten (10) years of experience providing solid waste collection services.
2. Has provided exclusive residential collection service, including solid waste, recyclable materials, yard waste, bulky waste, white goods, electronic waste and tires, to at least two (2) local government jurisdictions, one of which was located in Florida, with a minimum residential population of 70,000 within the past eight (8) years.
3. Has provided exclusive commercial collection service to at least two (2) local governments within the past eight (8) years, one of which was located in Florida.

B. Agreement Term and Franchise Fee

The City intends to award an initial ten (10) year contract to the successful Collector commencing on October 1, 2020 and terminating on September 30, 2030 with an option to renew for one additional five (5) year term at the discretion of the City. The Collector will include a 10% Franchise Fee in the amount of 10% of gross revenues for all residential, multi-dwelling and commercial customers.

C. Residential Service Options

The City is requesting two proposals as outlined below. Proposals must address all options and include pricing for each. In both base proposal and the alternative that utilize containers, the Collector will manage all aspects of the container system including ordering, storing, delivery, maintenance, replacement, etc. In addition, both base and alternate proposals will include Collector billing and customer service functions.

1. Base Proposal: Collector will provide twice weekly automated curbside solid waste collection, once per week automated single-stream recycling collection, once per week manual collection of yard waste, and on-call pickup of special collection bulky waste, white goods and electronic waste (tires if necessary). Collector shall provide one (1) standard solid waste container having an approximate capacity of either 36-gallons, 64-gallons, or 96-gallons as specified by the resident and one (1) standard recycling container having an approximate capacity of either 36-gallons, 64-gallons or 96-gallons as specified by the resident. Residents shall be permitted to request additional containers. Collector is responsible for providing the containers that will be owned by the Collector and maintained by the Collector.

The Collector shall provide wheel-out solid waste container service from single-family residences for residents who are physically disabled and unable, and have no other means, to place their containers, bulky waste, white goods, and/or electronic waste at the collection point. Currently, the City has approximately 185 "wheel-out" residents.

2. Alternate Proposal: This proposal will be the same service as base proposal with the following exception; this service consists of once per week solid waste collection service.

D. Collection Route Schedule and Maps

1. Collector shall include a proposed route schedule and map for residential services for both base proposal and alternate proposal.
2. Collector shall describe the collection route schedule and maps.

E. City Facilities Service

1. The Collector shall provide, at no cost to the City, collection of solid waste and recycling which is generated at property owned, leased, rented, and controlled by the City.
2. The Collector shall provide all bins, containers, dumpsters, and roll-off containers necessary to provide these facilities solid waste and recycling services at no additional cost. A list of City facilities collection locations is available in Attachment 4. Collector shall also provide service to any new City facilities added after the publication of this Request for Proposals.
3. The Collector shall provide, service and maintain one (1) solar powered compactor at each park operated by the City at no additional cost.
4. The Collector shall provide, at no cost to the City, collection of solid waste and recycling which is generated at two (2) City annual events: Independence Day Celebration held in July at Eastern Florida State College with an attendance of approximately thirty thousand (30,000); and Holiday Light Parade held in December at Eastern Florida State College/Malabar Road/City Hall with an attendance of approximately forty thousand (40,000).

F. Commercial Service

1. Commercial solid waste collection shall be provided in the most efficient manner not less than twice per week and at a greater frequency if required to protect the public health. If collection is more than once per day, the Collector may charge customer for extra collection.
2. Collector is not granted the exclusive right to collect commercial recyclable materials. Sections 403.7046 and 403.713, Florida Statutes, prohibit local governments from restricting the flow of recovered materials for recycling. The collection, transport, and disposal of certain recovered materials for recycling from commercial establishments and businesses shall be an "open market" and non-exclusive to the Collector.
3. Collector shall assist the City with the development of a commercial recycling program for commercial establishments and businesses.
4. The containers shall contain the company's name and customer service information such as a phone number.

G. Multi-Dwelling Service

Multi-dwelling solid waste collection shall be provided to multi-dwelling residential units in the most efficient manner with twice weekly solid waste collection, once per week single-stream recycling collection, once per week yard waste collection, and once per week pickup of special collection bulky waste, white goods and electronic waste (tires if necessary).

H. Yard Waste Service

Yard waste collection shall be provided not less than one (1) time per week. There shall be no limit to the quantity of yard waste that will be collected from each residence so long as the yard waste is prepared in accordance with the City Code of Ordinance 150.42 (b) and (c).

I. Bulky Waste, White Goods, Electronic Waste and Tires Services

1. Collector shall provide on-call curbside collection of bulky waste (including move-out piles on all public right-of way), white goods, and electronic waste, and tires. Collector shall process and dispose of all bulky waste and white goods in accordance with all applicable laws.

2. Collector shall make good efforts to maximize the recycling of collected materials. Collector shall transport collected materials that cannot otherwise be recycled to the designated disposal site.
3. Services shall be provided to all residential premises, including multi-dwelling residences, at no additional cost to the residents or City. Notwithstanding, Collector may charge for Freon removal from Freon-containing appliances.
4. Collector shall ensure pick-up of bulky waste, white goods, electronic waste and tires within three (3) business days of the "on-call" request from the address by which the bulky waste, white goods, electronic waste and/or tires was set out or reported by a wheel out resident.
5. Collector shall provide collection for four (4) tires per year to each single-family residence.

J. Construction and Demolition Debris Services

1. Collector has the right, but not the exclusive right, to collect construction and demolition debris. The collection of construction and demolition debris shall be performed in conformance with all standards adopted by the City Council by ordinance or resolution.
2. Collector may provide these services at competitive rates that shall not be controlled by the Franchise Agreement.
3. Residential residents may place small amounts of containerized C&D debris resulting from minor home improvement projects in their containers as part of regular residential collection service.

K. Hazardous Waste Notifications and Procedures

1. The collection, transportation and disposal of hazardous waste designated by OSHA in accordance with 40 CFR 261 and any materials specified in 40 CFR Part 262 is specifically beyond this scope of work. Collector and City shall take all reasonable steps necessary to prevent hazardous waste from being collected, transported, or disposed of by Collector. Hazardous Waste list found in Attachment 6.
2. Collector shall provide a tag for which containers contain hazardous waste and shall keep a record of all residents who have received a tag for depositing hazardous waste items. The tag shall notify the resident where the waste items contained therein may be properly disposed.
3. Collector shall notify all agencies with jurisdiction, including local emergency response providers, and if appropriate, the National Response Center, of reportable quantities of hazardous waste, found or observed by Collector anywhere within the City, including on, in, under or about City owned property and City waste containers. In addition to other required notifications, if Collector observes any substances which it or its employees reasonably believe or suspect to contain hazardous waste unlawfully disposed of or released on City owned property, including but not limited to streets in the City, storm drains, or public rights of way, Collector also shall immediately notify the City.
4. Collector shall not be responsible for collection and disposal services for bio- hazardous waste, biological waste, hazardous waste, sludge, and special waste. However, to the extent qualified and licensed, Collector may contract with persons and entities within the service area, along with other qualified and licensed contractors, to provide for such collection and disposal services. Collector shall directly bill such persons and entities for such services at a rate mutually agreed on between Collector and such persons and entities.

L. Emergency Response

1. The City has a separate debris recovery and removal contract which at its sole discretion can be initiated and utilized in the event of a declared disaster.

2. The City reserves the right to negotiate with the awarded vendor for collection of emergency/natural disaster debris. The City agrees that it shall pay the Collector for such additional services in an amount mutually agreed upon by the City and the Collector, provided the City has authorized such work in advance.
3. Nothing in this agreement shall exclude the City from using its own workforce and equipment, or other contractors, for removal of debris or solid waste after such disaster event.

M. Containers for Residential Services

The Collector shall take ownership of all City-owned containers, the count of which is estimated to be 87,271 64-gallon logo containers and which the City estimates the value of this inventory to be \$3,990,466.

1. Collector shall provide at its own cost and expense the initial residential containers and any replacement containers to all residential premises. Collector is expected to provide the following cart size options to residential accounts: 36-gallon, 64-gallon or 96-gallon. Collector shall describe in their response how the current inventory of City-owned containers will affect contract pricing.
2. All residential accounts shall receive one (1) standard solid waste container having an approximate capacity of either 36-gallons, 64-gallons, or 96-gallons as specified by the resident and one (1) standard recycling container having an approximate capacity of either 36-gallons, 64-gallons or 96-gallons as specified by the resident.
3. All residential containers provided by Collector shall be constructed of rigid, durable materials with a minimum five (5) year life expectancy warranted by the manufacturer.
4. Repairs to residential containers for damage caused by ordinary wear and tear by the residents or by Collector shall be the responsibility of Collector. These repairs include replacement of wheels, lids, hinges, axles, and handles. Collector shall have the right to charge residents for residential containers damaged through willful or intentional abuse or misuse.
5. In the event delivered solid waste and/or recycling containers are lost, stolen, damaged or destroyed, not through the willful or intentional abuse or misuse of resident, Collector shall deliver to the resident (a) replacement container(s) within one week of request at no charge to the resident.

N. Residential Billing

1. Currently the City bills solid waste customers through the City of Palm Bay Utilities Department. Collector is expected to perform billing services under the awarded contract. Collector shall describe their policies and procedures to be used for billing services.
2. Collector shall include a description of proposed non-payment procedures.

O. Transition Plan

1. Collector shall describe its proposed strategies to ensure a smooth transition from current contractor and City to the successful Collector.
2. The proposed transition plan is critical importance to the City. In the transition plan, Collector must describe the following:
 - i. Proposed transition plan must meet or exceed the current level of service for solid waste and recycling services currently provided.
 - ii. Individual or group of individuals that will oversee the execution of the transition plan.

- iii. Proposed approach including equipment, personnel, and schedule, for delivering containers to residents. Describe how the delivery of the containers will be conducted in coordination with removal or use of existing carts used by residents.
- iv. Overall schedule for the transition.

P. Index Price Adjustments

The relative price or market index to be used for CPI adjustments shall be based on the annual Consumer Price Index for All Urban Consumers (SPI-U) for the South Region as published by the Bureau of Labor Statistics, U.S. Department of Labor for the period for changes in which the CPI will be measured from the average of the twelve (12) month period ended March 31, 2021 and every March 31st thereafter, compared to the average of the previous twelve (12) month period.

Q. Value Added Elements

City desires a partnership that will support sustainability, education and community building initiatives. Collector shall provide a description of the initiatives they can offer the City with their proposal. Proposers will provide a written response to the following items:

1. Green/Environmentally friendly initiatives - both related to internal operations and external service provisions.
2. Describe your current recycling program and identify any strategies being implemented to strengthen and improve successful recycling to reduce landfill impacts.
3. Public Outreach/Communication/Education – include a marketing plan with schedule for outreach, including strategies for community-wide reduction of single stream recycling contamination.
4. Examples of past community improvement and engagement events and proposals for Palm Bay, for example, the City has a partnership with Keep Brevard Beautiful (KBB) to hold an annual community Trash Bash event.

R. General

1. The Successful Proposer will appoint one of their employees as the key contact for approval by the City's Project Manager.
2. It is the City's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this RFP, will include the entire effort required of the proposer to provide the service described.

SECTION III

REQUEST FOR PROPOSAL TIMELINE

The **anticipated** schedule for this RFP is as follows:

Proposal Issue Date	11/15/2019
Pre-Proposal Conference	12/3/2019 at 3:30 pm
Deadline for Questions	1/8/2020 at 5 pm
Submission Deadline (RFP close date)	1/21/2020 at 5 pm
RFP Opening Date	1/22/2020 at 10 am
Short List Created	NLT 2/13/2020
Interviews/Presentations, if needed	2/20/2020
Final Selection	2/21/2020
Council Consideration to negotiate	3/5/2020
Council Consideration to award	5/21/2020
Contract Award	5/22/2020

EVALUATION PROCEDURE

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP which are pertinent to the understanding and evaluating of the proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews (if requested). A score of 0 is the least favorable and a score of 5 is the most favorable in all sections. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

The Proposer's response will be scored by Committee members in accordance with the following scale:

Description

- 0= No information provided for the specific criteria. Proposer failed to address the criteria. No documentation was provided.
- 1= **"Poor"**: Proposal is lacking or inadequate in most basic requirements for the specific criteria.
- 2= **"Below Average"**: Proposal meets many of the basic requirements for the specific criteria, but is lacking in some essential aspects.
- 3= **"Average"**: Proposal adequately meets the minimum requirements of the specific criteria, and is generally capable of meeting the City's needs.
- 4= **"Above Average"**: Proposal more than adequately meets the minimum requirements of the specific criteria and exceeds those requirements in some respect.
- 5 = **"Excellent"**: Proposal exceeds the minimum requirements in most aspects of the specific criteria.

NOTE: The Committee member's score times the "weighted value" assigned to the different sections listed here equals the total score for that section. (EXAMPLE: Maximum score of 5 X's weighted value of 10 = Maximum of 50-Points).

Proposers submitting the required criteria will have their proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost and location will not be assigned by the evaluation committee.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal. After written clarification is completed, the Committee members will have an opportunity to revise their individual scores for the non-price factors.

CRITERIA

Proposers shall include the following information in their written response document.

- Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.
- Submit packages in the format outlined below.
- Submittals should be concise and provide only the information requested. Additional data will not be considered.

Title Page: (Non-scored)

Title Page shall show the request for proposal's subject, title and proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

Tab 1 - Transmittal Letter: (Non-scored)

The response shall contain a cover letter signed in blue ink by a person who is authorized to commit the offeror to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP.

Tab 2 – Completed Forms: (Non-scored)

- Proposer's Information Form (page-1)
- Check List of Submittal Requirements (pages 2)

Tab 3 - Table of Contents: (Non-scored)

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Tab 4 – Summary of Qualifications: (maximum 5 x 2 = maximum 10 points)

- Provide evidence of a minimum of 10 years' experience providing solid waste collection services;
- Provide evidence of having exclusive residential collection service including solid waste, recyclable materials, yard waste, bulky waste, white goods, electronic waste and tires, to at least two (2) local government jurisdictions, one of which was located in Florida, with a minimum residential population of 70,000 within the past eight (8) years;
- Provide evidence of having exclusive commercial collection service to at least two (2) local governments within the past eight (8) years, one of which was located in Florida.
- Provide a brief discussion about Collector's business history and current purpose/function in the marketplace.
- Indicate specifically the members of the firm who will have primary responsibility for the City's contract and provide a brief resume for each. Also indicate all key individuals, and their tasks and/or areas of expertise.

Tab 5 – Project Approach / Methodology: (maximum 5 x 3 = maximum 15 points)

- Provide a proposed route schedule and map for residential services;
- Provide a detailed description of how your collection route schedule shall run; include maps;
- Describe in concept your commercial recycling program;
- Describe in concept your approach to multi-dwelling residential unit collection of solid waste and recycling;

- Provide your procedure for tagging of hazardous waste; include your process to notify citizens;
- Provide your procedure for notifying applicable government agencies of reportable quantities of hazardous waste found or observed by you anywhere within the City; including on, in, under or about City owned property and City waste containers;
- Describe in detail your process to transition billing from the CPB Utilities to the Collector; provide your process for non-payment procedures;
- Provide a list of standard reports that will be available to the City;
- Provide your response to Section Q – Value Added Elements;
- Any deviations from scope of work requirements will be discussed in this section.

Tab 6 – Transition Plan: (maximum 5 x 8 = maximum 40 points)

- Describe in detail your transition plan. At a minimum, include the following:
 - Your proposed strategy to ensure a smooth transition;
 - Your strategy to meet or exceed the current level of service;
 - Identify the group of individuals who will oversee the execution of the transition plan; provide a brief resume for each;
 - Identify equipment, personnel and schedule for delivering containers to residents;
 - Describe how the delivery of containers will be conducted in coordination with removal or use of existing carts used by residents;
 - Describe in their response how the current inventory of City-owned containers will affect contract pricing
 - Provide a timeline for the transition.
 - Acknowledge that you will take ownership of all City-owned containers.

Tab 7- Proposed Cost: (maximum 35 points)

All costs associated with delivering the requested services shall be detailed in the format requested on pages 24 through 25.

- Category 1 - Base Proposal plus sum of all other groups (multi-dwelling and commercial)
- Category 2 - Alternate Proposal plus sum of all other groups (multi-dwelling and commercial)

Points for cost will be considered separately for each of the two Categories (base or alternate proposal) so City staff can recommend the category and Collector that best meet the needs of the City.

Calculation of points for cost will be completed as described in the following EXAMPLE for each category. Lowest Cost Proposed with a weighted multiplier of 35% of an available 100% total value (35-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTAL POINTS ASSIGNED
Company #1	\$100,000.00	\$100,000.00	100.0%	35	35.00
Company #2	\$108,000.00	\$100,000.00	92.6%	35	32.41
Company #3	\$120,000.00	\$100,000.00	83.3%	35	29.17

Tab 8 - Additional Required Proposal Submittal Forms: (Non-scored)

Identical Tie Proposal Sheet (if applicable); Proposer's Insurance Requirements Acknowledgement; Business Tax Receipt; Non-Collusion Affidavit; Corporate Resolution (if applicable), Vendor Certification Regarding Scrutinized Companies Form; Collector's **DRAFT** Franchise Agreement

Tab 9– References (Non-scored)

Provide a listing of three (3) comparable client references that are using the company's services. (NOTE: The City may, at its sole discretion, require a complete list of customers from proposer(s) being considered for award.) At the discretion of the Evaluation Team, the Procurement Chairman may request and tabulate written references and make a report to the Team or assign a Team member to do so. Reference checks are typically completed on the short-listed firms only; however, the City reserves the

right to expand reference checks to other firms or during other phases of the evaluation process. Consideration of responses received from reference checks may be given during the final selection process.

SELECTION PROCESS

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, a short-list will be developed. The selection committee will conduct discussions with the short-listed firms. The committee will recommend a ranking to the City Manager. Final ranking will be made by the City Council.

Formal Oral Presentations/Interviews (If Requested) (maximum 5 X 2 = maximum 10 points)

The City may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations are exempt from Public Meeting requirements (Section 286.011, Florida Statutes).

The City's Procurement Department will establish the schedule and proposers will be notified within a reasonable time period (generally 7-calendar days) in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications.

The City will allot equal time for each proposer divided into three sequential parts: formal presentations, questions and answers, and discussion.

Oral interviews/presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

Final Ranking and Recommendation for Award

After Oral Presentations/Interviews, the Committee members will have the opportunity to score oral presentations/interviews for all selected proposers and determine a final ranking of proposers considered to be most capable of performing the required project in the best interest of the City.

The Committee's final ranking will be provided to the Chief Procurement Officer (CPO). Additional clarification may be requested during this process.

The CPO will send the Evaluation Team's recommendation and results to the Department Director primarily responsible for review and consent. The CPO will then provide the final recommendation to the City Manager to review and provide a recommendation to City Council. City Council's decision will be final.

SECTION IV



Pricing Form And Required Documentation

PROPOSAL FORM
RFP NO. 03-0-2020/SB, SOLID WASTE AND RECYCLING SERVICES
SHEET 1 OF 5

The undersigned declares that, after examining the Proposal Documents for the above referenced project, she/he does hereby submit a response to the proposal and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- c. She/He has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.
- d. If the proposal is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed-upon by the City and the Proposer.

In submitting this Proposal, Proposer represents as more fully set forth in the agreement, that Proposer has examined copies of all the contract Documents and of the following Addenda:

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

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

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

Authorized Signature

Company

Printed Name & Title

Telephone Number

Date

E-mail Address

PROPOSAL FORM
RFP NO. 03-0-2020/SB, SOLID WASTE AND RECYCLING SERVICES
SHEET 2 OF 5

The number of households listed below for Residential Services will be used solely to compare one proposal to another and is not an indication of actual number of households being serviced.

RESIDENTIAL – CATEGORY 1

Description of Services	# of Households 'A'	Monthly Fee 'B'	Total Monthly Service Fee 'A' times 'B'
<u>BASE PROPOSAL</u> <ul style="list-style-type: none"> ▪ Solid Waste Collection 2x/week ▪ Recycling 1x/week ▪ Yard Waste 1x/week ▪ On-Call Bulky Waste, White Goods, Electronic Waste ▪ Tires (4 per year) 	41,000	\$	\$

RESIDENTIAL – CATEGORY 2

Description of Services	# of Households 'A'	Monthly Fee 'B'	Total Monthly Service Fee 'A' times 'B'
<u>ALTERNATE PROPOSAL</u> <ul style="list-style-type: none"> ▪ Solid Waste Collection 1x/week ▪ Recycling 1x/week ▪ Yard Waste 1x/week ▪ On-Call Bulky Waste, White Goods, Electronic Waste ▪ Tires (4 per year) 	41,000	\$	\$

MULTI-DWELLING SERVICE

Description of Services	# of Dwellings 'A'	Monthly Fee 'B'	Total Monthly Service Fee 'A' times 'B'
<ul style="list-style-type: none"> ▪ Solid Waste Collection 2x/week ▪ Recycling 1x/week ▪ Yard Waste 1x/week ▪ On-Call Bulky Waste, White Goods, Electronic Waste ▪ Tires, if necessary 	48	\$	\$

Collector Name _____

PROPOSAL FORM
RFP NO. 03-0-2020/SB, SOLID WASTE AND RECYCLING SERVICES
SHEET 3 OF 5

NOTE: The City reserves the right to negotiate other sizes / frequencies with the awarded Collector.

COMMERCIAL – FEL Business Container

Description of Services	# of Customers 'A'	Monthly Fee 'B'	Total Monthly Service Fee 'A' times 'B'
2 YD with 1x/week service	153	\$	\$
2 YD with 2x/week service	100	\$	\$
2 YD with 3x/week service	10	\$	\$
2 YD with 4x/week service	1	\$	\$
3 YD with 1x/week service	7	\$	\$
3 YD with 2x/week service	4	\$	\$
4 YD with 1x/week service	90	\$	\$
4 YD with 2x/week service	68	\$	\$
4 YD with 3x/week service	24	\$	\$
4 YD with 4x/week service	5	\$	\$
4 YD with 6x/week service	1	\$	\$
6 YD with 1x/week service	34	\$	\$
6 YD with 2x/week service	32	\$	\$
6 YD with 3x/week service	16	\$	\$
6 YD with 4x/week service	9	\$	\$
6 YD with 5x/week service	5	\$	\$
6 YD with 6x/week service	2	\$	\$
8 YD with 1x/week service	29	\$	\$
8 YD with 2x/week service	54	\$	\$
8 YD with 3x/week service	32	\$	\$
8 YD with 4x/week service	14	\$	\$
8 YD with 5x/week service	13	\$	\$
8 YD with 6x/week service	4	\$	\$
TOTAL			

COMMERCIAL – FEL Compactors

Description of Services	# of Customers 'A'	Monthly Fee 'B'	Total Monthly Service Fee 'A' times 'B'
2 YD with 1x/week service	1	\$	\$
2 YD with 2x/week service	4	\$	\$
6 YD with 2x/week service	1	\$	\$
6 YD with 4x/week service	1	\$	\$
TOTAL			\$

Collector Name _____

PROPOSAL FORM
RFP NO. 03-0-2020/SB, SOLID WASTE AND RECYCLING SERVICES
SHEET 4 OF 5

NOTE: The City reserves the right to negotiate other sizes / frequencies with the awarded Collector.

COMMERCIAL – FEL Multi-Family Containers

Description of Services	# of Customers 'A'	Monthly Fee 'B'	Total Monthly Service Fee 'A' times 'B'
2 YD with 2x/week service	19	\$	\$
3 YD with 2x/week service	6	\$	\$
3 YD with 4x/week service	12	\$	\$
4 YD with 2x/week service	37	\$	\$
6 YD with 2x/week service	14	\$	\$
6 YD with 3x/week service	9	\$	\$
6 YD with 4x/week service	4	\$	\$
8 YD with 2x/week service	11	\$	\$
8 YD with 3x/week service	15	\$	\$
8 YD with 4x/week service	12	\$	\$
8 YD with 5x/week service	5	\$	\$
TOTAL			

COMMERCIAL CART SERVICE

Description of Services	# of Customers 'A'	Monthly Fee 'B'	Total Monthly Service Fee 'A' times 'B'
96 Gallon MSW Cart – 1 cart, 2x/week service	70	\$	\$
96 Gallon MSW Cart – 2 carts, 2x/week service	42	\$	\$
TOTAL			\$

ROLLOFF OPEN TOP – Part 1

Description of Services	# of Customers 'A'	Max Monthly Maintenance Fee 'B'	Total Monthly Maintenance Fee 'A' times 'B'
20 YD Open Top, per pull (76 pulls in 2019)	7		\$
30 YD Open Top, per pull (303 pulls in 2019)	23		\$
SUBTOTAL MAINTENANCE			\$

PROPOSAL FORM
RFP NO. 03-0-2020/SB, SOLID WASTE AND RECYCLING SERVICES
SHEET 5 OF 5

NOTE: The City reserves the right to negotiate other sizes / frequencies with the awarded Collector.

ROLLOFF OPEN TOP – Part 2

Description of Services	Avg. # of Pulls per month 'A'	Pull Fee 'B'	Total Monthly Pull Service Fee 'A' times 'B'
20 YD Open Top, per pull (7 accounts in 2019)	6		\$
30 YD Open Top, per pull (23 accounts in 2019)	25		\$
SUBTOTAL PULL SERVICE FEE			\$
TOTAL ROLLOFF OPEN TOP MONTHLY FEE			\$

ROLLOFF COMPACTORS

Description of Services	Avg # of Pulls per month 'A'	Pull Rate 'B'	MONTHLY Total 'A' times 'B'
20 YD Compacter, per pull (3 accounts in 2019)	3	\$	\$
30 YD Compacter, per pull (14 accounts in 2019)	27	\$	\$
40 YD Compacter, per pull (7 accounts in 2019)	12	\$	\$
TOTAL			\$

 Authorized Signature

 Company

 Printed Name & Title

 Date

REFERENCES

Provide a minimum of three local government references, for which the collector is currently providing this type of service (or have provided within the last 8 years). One reference must be residential in a Florida City with at least 70,000 residents. One reference must be commercial reference in the State of Florida.

1. Company Name _____

Contact Name and Title _____

Address _____

Phone Number _____

E-Mail Address _____

Length of contract or business relationship: Start Date _____

End date _____

Contract Value \$ _____

Description of work provided on this contract _____

2. Company Name _____

Contact Name and Title _____

Address _____

Phone Number _____

E-Mail Address _____

Length of contract or business relationship: Start Date _____

End date _____

Contract Value \$ _____

Description of work provided on this contract _____

3. Company Name _____

Contact Name and Title _____

Address _____

Phone Number _____

E-Mail Address _____

Length of contract or business relationship: Start Date _____

End date _____

Contract Value \$ _____

Description of work provided on this contract _____

IDENTICAL TIE PROPOSALS

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Authorized Signature

Company

Date

**CITY OF PALM BAY
PROPOSER'S INSURANCE REQUIREMENTS ACKNOWLEDGEMENT
RFP #03-0-2020/SB, SOLID WASTE AND RECYCLING SERVICES**

STANDARD INSURANCE REQUIREMENTS

Before starting and until acceptance of the work by the City, the Awarded Proposer shall, as a minimum mandatory condition precedent to this work, procure and maintain insurance of the types and to the limits specified below, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract. The policy limits required are to be considered minimum amounts:

The Certificate of insurance shall be made to the City of Palm Bay, 120 Malabar Rd. SE, Palm Bay FL 32907 and should reference the operation.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Palm Bay.

Minimum coverage with limits and provisions are as follows:

- A. **Commercial General Liability:** The Successful Proposer shall provide minimum limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products, completed operations, contractual liability, specifically confirming and ensuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured with waiver of subrogation noted on the Certificate of Liability. The policy of insurance shall be written on an "occurrence" form.
- B. **Business Automobile:** Successful Proposer shall provide minimum limits of liability of \$5,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
 - Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C. **Umbrella/ Excess Liability:** Successful Proposer shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers Liability. *This coverage is optional if Successful Proposer has \$2,000,000 General Aggregate under the Commercial General Liability Policy. **
- D. **Workers' Compensation:** The Successful Proposer shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Exemption certificates to this requirement are not acceptable. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster. Said policy must include Employers' Liability insurance with limits of no less than:
 - Each Accident \$ 100,000.00
 - Disease – Policy Limit \$ 500,000.00
 - Disease – Each Employee \$ 100,000.00

Successful Proposer shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

Other Insurance Provisions: The City of Palm Bay is to be specifically included on all certificates of insurance as a named additional insured (with exception to Workers Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clause – Successful Proposer to declare self-insured retention or deductible amounts.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Proposer to ensure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Authorized Signature

Company

Printed Name & Title

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

_____, being duly sworn, deposes and says that:

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

(Signed) _____

(Title)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ by
_____, who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

(Signature of Notary Public)

(Name of Notary, typed, printed or stamped)

(Serial Number)
(Notary's Seal)

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Vendor Name: _____

Vendor FEIN: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Address: _____

City, State and Zip Code: _____

Phone Number: _____

Email Address: _____

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:
<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Authorized Signature

Print Name

Signature

