

CITY OF FORT MEADE
RFP 20-02
RESIDENTIAL CURBSIDE SOLID WASTE SERVICE
AND RECYCLING SERVICE



Issued By:

CITY OF FORT MEADE
PO Box 856
8 West Broadway Street
Fort Meade, Florida 33841
(863) 285-1100
www.cityoffortmeade.com

**The City of Fort Meade, Florida, Request for Proposals (RFP) For
Residential Curbside Solid Waste Service
And Recycling Service**

RFP PURPOSE

The City of Fort Meade (City) invites all responsible bidders to respond to this Request for Proposal (RFP). The focus of this RFP is to select a single organization (Contractor) to provide the collection and disposal of solid waste and to provide recycling within the within the city limits for residential customers. Commercial collection service is not included in this RFP.

The term of this RFP is for an initial three (3) year contract. The City may entertain the insertion of one or more extensions depending upon the agreed upon terms of any franchise agreement. The City desires to commence these leases on or about June 1, 2020.

INSTRUCTIONS TO PROPOSERS

There will be a mandatory pre-bid conference at City Hall, 8 West Broadway St., Fort Meade, FL 33841 at 10:00 AM, February 13, 2020. Proposals will be received until 2:00 PM, February 28, 2020, at the address above, ATTN: Melissa Cannon, Deputy City Clerk. All inquiries are to be directed to Danielle J. Judd, City Manager, via email djudd@cityoffortmeade.com only after the pre-bid conference. The City reserves the right to reject any or all bids, with or without cause, to waive technical errors and informalities, and to accept the bid which best serves the interest of and represent the best value to the City.

**Proposals may be mailed, express mailed, or hand delivered to:
City of Fort Meade – Attn: Melissa Cannon, Deputy City Clerk
8 West Broadway Street, Fort Meade, FL 33841**

All proposals must include the completed Notice of Interest Form shown on the next page.

CITY OF FORT MEADE
Request for Proposals
RFP 20-02: Residential Curbside Solid Waste Service
And Recycling Service
Notice of Interest

Date: _____

Proposer
Name: _____
Address: _____
Telephone: _____
Fax: _____
Email: _____

Proposer's
Signature _____
(Duly Authorized)

Return To:
City of Fort Meade
Attn: Melissa Cannon, CMC Deputy City Clerk
8 West Broadway Street
Fort Meade, FL 33841

SCOPE OF SERVICES

This RFP is for exclusive residential waste and recycling collection services within the city limits of the City of Fort Meade (City). Each residence must be provided, at no cost, with a ninety-six (96) gallon wheeled poly cart container for solid waste and a sixty-five (65) gallon wheeled poly cart container for recycling. Residents may request a second of either cart at no cost to them or the City.

As part of this RFP, each proposer must submit two pricing tables: Once a week pricing and twice a week pricing. The following services are required by the City:

1. Collection of residential solid waste. The waste will be placed in the poly carts and placed curbside within five (5) feet of the street.
2. Collection of recyclable materials. The materials will be placed in the poly carts and placed curbside within five (5) feet of the street.
3. Collection of vegetation/yard waste (i.e., grass clippings, branches, limbs, tree cuttings/trunks, palm fronds, etc.).
4. Collection of residential bulk trash. Bulk trash is any non-vegetative item which will not fit into the poly cart. Bulk trash includes furniture, appliances, and household items.
5. In addition to the regular week service, the Contractor shall conduct (2) two community “clean-up” collection of any non-hazardous or non-regulated waste regardless of size, weight, or volume. These collections will be once in the spring and once in fall. Residents must be notified of the collection date at least fourteen (14) days in advance. There shall be no additional charge to the residents or the City for these clean-up collections.
6. Collection of up to four (4) automobile tires (without rims) per residence per year at no additional charge.
7. Additionally, the Contractor will place a container at the City’s Public Works facility for the collection of used tires from City vehicles. This container shall be emptied on an as-needed basis at no additional charge.
8. The Contractor shall provide containers and collection service to all City facilities. These containers shall be collected as needed, at no cost to the City. A list of City facilities, container sizes, and collection frequency will be determined as part of the contract. Additional locations may be designated at the sole discretion of the Contract Administrator.

ADDITIONAL REQUIREMENTS

1. The Contractor shall provide Solid Waste Service for residential units utilizing a 96-Gallon Poly Cart wheeled container not less than two (2) times per week, with collections at least three (3) Calendar Days apart, and shall collect unlimited Yard Waste one (1) time per week with collections at least six (6) Calendar Days apart. Bulk items, such as household furniture and appliances, shall be removed from each residential unit one (1) designated day per week.
2. The Contractor shall provide Curbside Residential Recycling Collection Service within the city limits of Fort Meade, Florida. Each resident shall receive one (1) 65-gallon cart for use. Additional bins may be requested.
3. Collection shall occur between the hours of 7:00 a.m. and 7:00 p.m.
4. Carts shall be uniform in color.
5. Collections shall be made with a minimum of noise and disturbance to the residents. Containers shall be thoroughly emptied and left where they were found. Any spilled waste and/or recycling shall be picked up immediately by the Contractor.
6. The Contractor shall supply and replace, at its' expense, any poly carts damaged, broken, misplaced, or stolen throughout the term of the agreement. The Contractor will repair and/or replace any damaged or missing poly carts within five (5) business days.
7. Contractor must be able to maintain scheduled collections, including vegetation/yard waste, even after storms and other acts of God. This additional work-load will not be considered as adequate justification for failure of the Contractor to maintain the require collection schedules and routes.

EXCLUSIVE RIGHT

The City grants the Contractor exclusive right and obligation to provide residential solid waste and recycling collection within the City limits.

SCHEDULE AND ROUTES

The Contractor shall abide by the routes and schedules provided by this Agreement and/or The City or Contract Administrator. The City reserves the right to deny access to the Contractor's on and/or to certain streets, alleys and public ways, inside the City or

outside the City in route to the disposal facilities, where it is in the best interest of the City, its citizens and residents and/or general public to do so due to conditions of the streets, alleys and public ways.

The Contractor shall not interrupt the regular schedule and quality of service because of such street closures. Customers under this Contract shall be notified by the Contractor of the schedules provided in a newspaper of general circulation in the City. Additional forms of notification may include door hangers, radio announcements, or another method approved by the Contract Administrator.

Any and all route and/or schedule changes shall be approved by the Contract Administrator. Written notice of changes in any route(s) and/or schedule(s) shall be furnished to customers by Contractor at least ten (10) Calendar Days prior to the actual change in said route(s) and/or schedule(s).

CUSTOMER SERVICE SUPPORT

Delays and/or operational changes experienced by the Contractor impacting the daily collection schedule shall be reported to the City as soon as possible. It is the responsibility of the Contractor to inform the City of daily issues that may delay collection service.

HOLIDAYS

On those days when the disposal site generally used by the Contractor is closed in commemoration of a holiday, the Contractor shall reschedule the collection of that day's routes within the same week as the commemorative holiday. The Contractor shall notify residents of this rescheduling fourteen (14) calendar days in advance of the rescheduled routes. At a minimum, notification shall be in a newspaper of general circulation in the City.

SUBLETTING CONTRACT AND CHANGES IN OWNERSHIP

The contract, or any portion thereof, shall not be subcontracted, assigned, and/or transferred without prior written consent of the City. The City may withhold consent for any reason. Changes in the composition of more than twenty-five (25) percent of the ownership of the Contractor shall be treated as a subcontract and/or assignment.

No approved subcontract or assignment shall, under any circumstances, relieve the original Contractor of its liability and obligation under this contract. Approved subcontractors shall be viewed as representatives of the Contractor. The Contractor shall be held responsible for the actions of any subcontractor.

SUPERVISION OF CONTRACT PERFORMANCE

The Contractor's performance of this contract shall be supervised by the City Manager and/or designated City employee. If the Contractor's performance is not satisfactory in the sole discretion of the City the Contractor shall be notified. Upon receipt of this notification, the Contractor shall within three (3) business days increase the work force, productivity, tools and/or equipment as needed or necessary to properly perform pursuant to the terms of this contract. The failure of the City to give notification of unsatisfactory performance shall not relieve the Contractor of its obligation to perform the obligations of this contract.

TAXES

The Contractor shall pay all federal, state, and local taxes, to include sales tax, social security, workers' compensation, reemployment/unemployment tax, and other required taxes which may be chargeable against labor, material, equipment, real estate, and other items necessary to and in the performance of this contract.

BILLING AND CONTRACTOR PAYMENTS

The City shall provide to the Contractor a list and status of the residential accounts served by the Contractor based upon the City's utility services provided. The Contractor shall provide to the City a monthly log of waste collection activities and waste handling facilities materials generated by the City were deposited with or into. The logs shall identify vehicle numbers, dates, types of waste by date collected and disposed of for that months billing period.

Payments shall be made by the City thirty (30) calendar days after each billing cycle, as the City currently bills its customers on a monthly cycle. Payments shall be calculated by adding (a) the actual waste collection bills for that cycle, as evidenced by City's billing registers, for service provided by the Contractor reflecting unit changes and/or status changes in residential and commercial customers; and (b) any special handling charges collected during the cycle, adjusting for call-in work performed during the monthly order of the City Manager. Any change by the City to its billing cycle, increasing or decreasing the cycles, will affect the number of payments per month, timing of payment to the Contractor and calculations accordingly.

RATE INCREASE OR DECREASE

The rate increases or decreases, if any, during the Initial Term and/or any renewal of same may occur for the following reasons:

1. **Tipping fee.** Within thirty (30) Calendar Days of receipt of notice of an increase or decrease in the disposal charges at the landfill, the Contractor shall notify The City of such increase or decrease and provide The City with the unit rate increase or decrease required to pass this increase or decrease to the customers. The Contractor shall submit documentation to the City detailing the monthly amounts of refuse being transported to the landfill, by class of customer, and shall calculate the rate increase or decrease in the following manner:

Rate Change = $[(LV \times NTF) - (LV \times OTF)]/NC$; where LV is the volume of waste disposed at the landfill for each customer classification; OTF is the original tipping fee; NTF is the new tipping fee; and NC is the number of customers in the billing classification.

2. The Contractor may petition The City Commission for a rate increase and must petition for a rate decrease, on a quarterly basis for substantial and unusual increases or decreases in the cost of doing business arising from revised laws, ordinances or regulations. Any such petition shall be accompanied by an analysis, prepared by an objective certified public accountant (or other financial advisor acceptable to the City) and certified as to accuracy and for compliance with GAAP, of the pre-tax cash on cash impact of said unusual increase or decrease on the expenses (or decrease), and its proportional impact on the Contractor's cost of doing business. The analysis shall be accompanied by not less than six (6) months actual financial data of the Contractor's business.
3. Proposals shall remain firm for the first twelve (12) months of this Contract. The successful Proposer will have an opportunity to request an annual price adjustment for the second and subsequent years of this Contract. The request for price adjustment must be submitted in writing no later than 90 Calendar Days prior to July 1st of each calendar year. The successful vendor will only be allowed to submit one (1) request for price adjustment per Contract year. Any approved request for price adjustment will not take effect until the annual anniversary of the Effective Date and such price adjustment will be in effect for the 12-month period following said anniversary date. Written requests for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI) for urban wage earners and clerical workers, U.S. City average, all items (1982-84-100), published by the U.S. Bureau of Labor Statistics appropriately adjusted for the calendar year (January 1st to December 31st) preceding the calendar year in which the request is made. Any price

adjustment shall be approved by the City Commission prior to the new price becoming effective.

OPERATION DURING DISPUTE

In the event the City has not cancelled the contract in accordance with the terms provided for herein and there remains a dispute between the Contractor and the City, the Contractor agrees to continue to operate and perform under the terms of this contract while said dispute is pending, and agrees that in the event a suit is filed for injunction or other relief to continue to operate the system until the final adjudication of such suit by the court.

CHARACTER OF WORKERS

The direction and supervision of refuse collection and disposal and salvage operations shall be by competent and qualified personnel employed by the Contractor; and the Contractor shall devote sufficient personnel, time, and attention to the direction of the operation to assure performance satisfactory to the City. All subcontractors, superintendents, foremen and workers employed by the Contractor shall be competent and qualified. The Contractor shall also provide uniforms for all of its employees. All employees used by the Contractor during the terms of this contract shall meet qualifications that will permit the Contractor's performance herein to be carried on harmoniously and without delay, and in no case or in any circumstances will the employees conduct themselves negligently, disorderly or dishonestly in the due and proper performance of the employees' duties. The Contractor shall see to it that its employees serve the public in a courteous, helpful and impartial manner. The Contractor shall furnish the City with a current roster of employees every thirty (30) calendar days.

Contractors' employees collecting garbage will be required to follow the regular walk for pedestrians while on private property. No employee shall disturb property that does not concern the proper performance of his or her job and/or duties. Care shall be taken to prevent damage to property, including shrubs, flowers and other plants and/or items. After emptying containers, employees shall return them to the same location from which they were taken and anything spilled shall be picked up immediately by such employee. No person convicted of a crime, crimes and/or repeated non-criminal violations of traffic laws which demonstrate a propensity to unfaithfully fulfill the duties of his employment, such as, but not limited to, larceny, aggravated battery, or other violence, those relating to the operation of motor vehicles, and any crime for which civil rights have been removed within two (2) years, shall be employed by the Contractor to work in City.

COOPERATION OF CONTRATOR

The Contractor shall cooperate with authorized representatives of the City in every reasonable way in order to facilitate the progress of the work contemplated under this contract. The Contractor shall have, at all times, a competent and English-speaking representative in attendance during the performance of the work authorized in order to act as a representative for the Contractor. The Contractor shall assign a supervisor to work in the City during all hours of Contractor's operation in the City limits. The Contractor's supervisor shall be available to the City Manager at all times during normal working hours.

SUBJECT TO FRANCHISING ORDINANCE AND FRANCHISE FEE

Any contract entered into with the City is subject to the Solid Waste Franchise Standards Ordinance," §§ 12-71 through 12-87, as amended from time to time.

FRANCHISE FEE

To compensate the City for the cost of administration, supervision and inspection rendered for the effective performance of this Agreement, as well as other costs related to Collection, the Contractor shall pay to the City a Franchise Fee of the greater of 15% of the total commercial and residential gross billings for residential and commercial service in the City or \$20,000 per quarter, whichever is greater. Payments shall be made by Contractor no later than thirty (30) days after the first month of the succeeding quarter of a year. A late charge of 1.5% of the monies due for the Franchise fee shall be calculated monthly until payment is received. A statement showing such gross revenues and disposal fees shall be prepared by the Contractor in accordance with generally accepted accounting principles for each month during the term of this Agreement. The monthly statement showing gross revenues shall be submitted beginning on the first day of the month following 30-days of service, and thereafter on or after the end date of each quarter hereunder.

COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor hereby agrees to abide by all applicable federal, state, county and city laws and regulations including federal, state, county and city laws and regulations relating to hazardous substances. The contractor and his surety indemnify and hold harmless the City, all its elected official and officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or other decree, whether by himself, his employees or his subcontractors, or which may arise out of or resulting from operations under this contract. This clause shall apply not only during the term of this contract, but also as to any claim, liability, or damages which are based on the Contractor's conduct during the term of this contract and in the event the City of is charged with the

responsibility, jointly or severally, for the aforementioned conduct as a successor to the Contractor.

INSURANCE

The Contractor shall not commence work under this contract until it has obtained all insurance required under this contract and such insurance coverage has been approved by the City Manager, nor shall the Contractor allow any subcontractor to commence work on subcontracts until similar insurance of the subcontractor has been obtained and approved.

Contractor shall, at its own expense, procure and maintain throughout the initial term and/or any renewal term of this agreement, with an insurer or insurers acceptable to the City the types and amounts of insurance conforming to the minimum requirements set forth herein. As evidence of compliance with the insurance required herein, Contractor shall furnish the City with:

1. A fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the City and City's members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
2. A copy of the policy(ies); and
3. Other evidence satisfactory to the City.

Until such coverage is no longer required by this Agreement, Contractor shall provide City with renewal or replacement evidence of insurance at least thirty (30) Calendar Days prior to the expiration or termination of such insurance.

WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

Such insurance shall be no more restrictive than that provided by the Standard Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the City with thirty (30) calendar days written notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"
Part Two: \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

COMMERCIAL GENERAL LIABILITY INSURANCE

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the City with thirty (30) calendar days written notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The City and the City's members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement).

The limits are to be applicable only to work performed under the contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy subject to the following minimum limits (inclusive of amounts provided by an umbrella or excess policy):

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

AUTOMOBILE LIABILITY INSURANCE

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of Standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the City with thirty (30)

calendar days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined

INSURANCE ADMINISTRATION

Insurance certificates, evidencing all insurance coverage referred to in this subsection (hereafter the “Insurance Certificates”), shall be filed (or be on file) with the City at least ten (10) calendar days after the final execution of this agreement. The Insurance Certificates shall be fully acceptable to the City in both form and content, and shall provide and specify that the related insurance coverage shall not be cancelled (hereafter the “Coverage Change”) without at least thirty (30) calendar days prior written notice having been given to the City. The Contractor further agrees that no material modification or reduction shall be made to any insurance policy coverage referred to in this agreement, unless the Contractor gives written notice to the City [within seven (7) calendar days of the Contractor's having been given notice by the insurer] of such material modification or reduction. "Material modification" shall mean but not be limited to, reduction in the limit of liability by endorsement to the policy during the policy period, change of types of claims payable, or any other change that significantly reduces the coverage originally provided in the policy's terms. The Contractor shall have thirty (30) calendar days following such Coverage Change to file an Insurance Certificate with the City demonstrating that the particular coverage has either been reinstated, or has been provided through another insurer(s) that is (are) acceptable to the City. Failure of the Contractor to obtain the City's approval, or to satisfy the City in this matter of Insurance Certificates, shall be grounds for termination of the agreement. It is also understood and agreed that it is the Contractor's sole burden and responsibility to coordinate activities between itself, the City and the Contractor's insurer(s) so that the Insurance Certificates are acceptable to and accepted by the City within the time limits described in this subsection.

CITY'S RIGHT TO INSPECT POLICIES

The Contractor shall, upon thirty (30) business days written request from the City deliver copies to the City of any or all insurance policies that are required in this agreement. Provided that the Contractor shall be entitled to redact all confidential information on copies of all such policies of insurance that are delivered to the City. It being the intent of the parties that the City shall have copies of all policies in order to determine appropriate and relevant coverage, limits, deductibles, insurance exclusions and other information related thereto.

MISCELLANEOUS

1. The insurance provided by Contractor pursuant to this agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or the City's members, officials, officers or employees.
2. Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of the City or the City's members, officials, officers and employees any deductible or self-insured retention applicable to a claim against the City or the City's members, officials, officers, agents and employees.
3. The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the City and the City's members, officials, officers and employees.
4. Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the City by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including but not limited to, as an indemnitee of Contractor) available to the City under this Agreement or otherwise.
5. Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this agreement.
6. Contractor shall ensure that any company issuing insurance to cover the requirements contained in this agreement agrees that they shall have no recourse against the City for payment or assessments in any form on any policy of insurance. All required insurance policies shall preclude any insurer's rights of recovery or subrogation against the City with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance. Violation of the terms of this paragraph and its subparts shall constitute a breach of the agreement, and the City at its sole discretion, may cancel the agreement and all rights, title and interest of the Contractor shall thereupon cease and terminate. The City reserves the right to require or adjust any of the insurance coverage it deems necessary depending upon the company, the services to be provided under this agreement, or the potential exposures. The Contractor shall not commence performance of duties under this agreement until the Contractor has obtained all insurance coverage required under this paragraph and this agreement and all Insurance Certificates

have been approved by the City nor shall the Contractor allow any sub-consultant to commence performance of duties under this agreement until all similar such insurance coverage and Insurance Certificates required of the sub-consultant have been obtained and approved by the City or the Contract Administrator.

NO WAIVER OF SOVEREIGN IMMUNITY/LIMITS OF LIABILITY

Nothing herein is intended to act as a waiver of the City's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

CITY HELD HARMLESS FROM INJURIES, DAMAGES AND CERTAIN OTHER ACTS OF THE CONTRACTOR

The Contractor and his surety hereby expressly bind themselves to indemnify and hold the City, its elected officials and officers, representatives, agents and employees harmless from all suits or actions of every name and description brought against the City for or on account of any injuries or damages received or sustained by any party or parties from the acts, omissions or negligence of said Contractor or his servants or agents, including subcontractors engaged in doing the work herein contracted for, or by, or in consequence of any negligence in guarding against same, or in any improper materials or equipment used in its performance, or by or on account of any act or omission of the said Contractor, or on account of any claims or amounts arising or recovered under the Workmen's Compensation Laws. In case there is any money due to the Contractor, so much of the money due the said Contractor as the Contract Administrator shall deem necessary to protect the City may be retained by the City until such suit or suits, action or actions, claim or claims, injuries, damages as aforesaid, shall have been settled and suitable evidence to that effect has been furnished to the Contract Administrator.

LIQUIDATED DAMAGES

The Contractor and the City acknowledge and represent that, in the event of the Contractor's breach of this agreement, damages are not readily ascertainable, i.e., damages uncertain. As such, should the Contractor fail to perform in accordance with the provisions of this Contract, upon receipt of notice from the City, the City shall, in addition to the amounts provided for in other provisions of this contract, be entitled to claim against the performance bond of the Contractor or deduct from the next regularly scheduled payment to the Contractor, the following amounts, not as a penalty but as liquidated damages for such breach of contract:

- A. Legitimate complaints – over six (6) per month. Twenty-Five Dollars (\$25) each complaint plus Twenty-five Dollars (\$25) each Calendar Day not handled.
- B. Failure to clean up spillage promptly from vehicles or after having emptied containers, whether on private or public streets, alleys, etc. One Hundred Dollars (\$100) each case.
- C. Failure to clean vehicles or change containers on schedule provided in Section 7. Twenty-Five Dollars (\$25) each vehicle or container.
- D. FAILURE to keep vehicles closed or covered. Twenty-Five Dollars (\$25) each vehicle.
- E. Loaded vehicles left standing on the street unnecessarily. Twenty-Five Dollars (\$25) each vehicle.
- F. Failure to maintain schedules established and given as a requirement of this Contract, in writing, to the public and to City (Section on Schedules). Two Hundred Fifty Dollars (\$250) per violation of route schedule.
- G. Failure to close the doors to the container and/or screened enclosures. Twenty-Five Dollars (\$25) per violation.
- H. Failure to disinfect containers. Twenty-Five Dollars (\$25) each container.
- I. Failure to return garbage containers to the place where they were picked up, in an inverted position. Twenty-Five Dollars (\$25) each container per violation.
- J. Failure to provide required reports on the tenth (10th) day of each month or when otherwise due. Twenty-five (\$25) per day per report (amount doubles every five (5) Calendar Days the report is not provided).
- K. Failure to keep assigned equipment in City nonscheduled routes. Fifty Dollars (\$50) per Calendar Day per piece of equipment.
- L. Failure to respond to complaint or request made by City in twelve-hour period. Two Hundred Dollars (\$200) per complaint or request plus Fifty Dollars (\$50) per Calendar Day the complaint or request is outstanding.
- M. The Contractor further acknowledges and represents that the monetary sums listed in this Section are reasonable estimates of and/or for damages which are uncertain as to amount; thus, Contractor acknowledges and represents that such monetary sums are not penalties

CITY ORDINANCES

Nothing contained in any ordinance of the City now in effect, hereafter adopted, pertaining to the collection of garbage and trash shall in any way be construed to affect, change or modify or otherwise alter the duties, responsibilities and operation of the Contractor in the performance of the terms of this contract.

AMENDMENTS

The City shall have the right to amend this contract from time to time as necessary to comply with federal, state and local laws and regulations, as amended from time to time. Such amendments shall take effect within thirty (30) calendar days of the Contractor's receipt of the written amended contract. Amendments which are consistent with the purpose of this contract may be made with the mutual consent, in writing, of the parties in accordance with the City Charter and other applicable laws and ordinances.

SEVERABILITY

If any article or section of this contract or of any supplements or riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

FUEL

At the first anniversary of the contract and on any anniversary thereafter the cost of diesel fuel may be increased or decreased in accordance with the following:

- A. The price of fuel as of the bid opening date shall be determined using fuel costs notated in OPIS Daily Rack Average
- B. The successful Contractor shall submit a percentage of their bid price that is equal to the portion directly attributable to the cost of fuel only.
- C. Should the price of fuel fluctuate by 15% or more, the percentage of the bid price directly attributable to the cost of fuel shall be increased or decreased by the same fluctuation in price as determined by Energy Information Administration,

Official Energy Statistics from the U. S. Government, EIA Lower Atlantic Fuel Table at the end of the applicable one (1) year term. The parties acknowledge and agree that the comparable price for rate fluctuation is the bid opening date.

CALCULATION OF TIME PERIODS

The calculation of the number of days that have passed during any time period prescribed by this agreement shall be based on calendar days (unless specified otherwise in this agreement). Unless otherwise specified in this agreement, the calculation of the number of days that have passed during any time period prescribed in or by this agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this agreement shall commence on the day immediately following the effective date.

Submittal 1: Cost of Services

Residential service once a week and weekly recycling

1. Residential once a week Solid Waste service:

Monthly per/unit disposal rate: _____

Monthly per/unit collection rate: _____

Per/Unit monthly rate: _____

2. Residential once a week Recycling service:

Monthly per/unit processing rate: _____

Monthly per/unit collection rate: _____

Per/unit monthly rate: _____

Submittal 2: Cost of Services

Residential Service twice a week and weekly recycling

1. Residential twice a week Solid Waste service:

Monthly per/unit disposal rate: _____

Monthly per/unit collection rate: _____

Per/Unit monthly rate: _____

2. Residential twice a week Recycling service:

Monthly per/unit processing rate: _____

Monthly per/unit collection rate: _____

Per/unit monthly rate: _____

Proposal Format

Proposers must submit (1) original and four (4) hardcopies of the Proposal, as well as (1) digital copy* of the Proposal. The original Proposal must contain an original signature. Be sure that the individual signing the Proposal is authorized to commit the Proposer's organization to the Proposal as submitted. Each page of the Proposal should state the name of the Proposer, the RFP number, and the page number. The City reserves the right to request additional data or material to support Proposals. All material submitted in response to the RFP will become the property of the City. The proposal should be labeled: **“SEALED PROPOSAL FOR RFP 20-02: Residential Curbside Solid Waste Service And Recycling Service” and shall be received no later than 2 p.m. on February 28, 2020.** Late proposals will be returned unopened. Please complete all sections of the RFP. If additional material is required for one or more questions, please label attachments clearly and reference them in your response. Your response to this RFP will serve as the basis for the consideration for selection of the service provider.

*Do not email Proposals to the City. A digital storage device with a copy of the proposal saved in .PDF format shall be included in the formal proposal submission package.

Label each section as outlined below. In response to this proposal, the proposal must be in the following format and provide the following information:

- A. Title Page
- B. Table of Contents
- C. Transmittal Letter, including Notice of Interest Form
- D. Company Information
- E. Qualifications and Requirements
- F. References
- G. Personnel Experience and Qualifications
- H. Pricing and Fees

Section A - Title Page

The name of the Proposer's firm, address, telephone number, name of contact person and the date.

Section B - Table of Contents

Include a clear identification of the material by section and by page.

Section C - Transmittal Letter

A letter of transmittal, signed by an authorized officer of your company, briefly stating the Proposer's understanding of the equipment to be provided and the corresponding maintenance services to be performed, how the lease will be implemented, and a positive commitment to provide the functionality described herein. Provide the name(s) of the person(s) who will be authorized to make representations for the Proposer, their titles, office and E-mail addresses and telephone numbers. The Notice of Interest Form should be included in this section.

Section D - Company Information

- Name of Individual or Firm (including any "Doing Business As" names).

- Office Location(s) and contact information, with the Main Office clearly stated.
- Internet Web Site Address (if any).
- Details of Entity Business Structure (Corporation, Partnership, LLC), such as the Division of Corporations filing showing an Active Status. Date Founded should be clearly stated.
- Completed and signed Form W-9.
- Billing contact information and payment terms.
- Proof of insurance, including General Liability and Workers Compensation insurance certificates.
- Timeline to deliver goods and setup services after the contract is awarded.
- List of any outstanding litigation that would threaten the viability of the firm or the performance of this contract.

Section E - Qualifications and Requirements

Each Proposer must have at least five (5) years' experience having provided the scope of services as outlined in the RFP and provide details of this experience. The City will review the organization's incorporation date filed on Sunbiz.org by month and year. The submittal due date is the period of time counted for the five-year experience. Each Proposer must provide an explanation of why the Proposer is the best qualified to perform the contract and demonstrate its qualifications including an item-by-item disclosure outlining how the firm meets or exceeds the requirements of this RFP.

Section F - References

The Proposer must provide five (5) verifiable references, preferably, a minimum of three (3) municipalities/local governments/public organizations, for projects of similar scope as outlined in this RFP. Please ensure the contact information provided is up-to-date and accessible. The information provided for the references must include:

- Name of the firm for which services were/or are being provided.
- Name of reference (project manager).
- Type of services provided, the year services started and, if applicable, ended.
- Phone number and updated e-mail address for reference (project manager).

Section G - Personnel Experience and Qualifications

Provide relevant experience and qualifications of key personnel (i.e. designated representative, project manager, etc.), including key personnel of subcontractors, that will be assigned to the City's accounts and experience and qualifications of subcontractors, if applicable. The composition of the team should include:

- The names and titles of the employees in the area responsible for this contract.

- The name of the person who will be responsible for the coordination of work through to implementation.

Section H - Pricing and Fees

Complete the Cost of Services tables listed above.

EVALUATION AND SELECTION PROCESS

The City of Fort Meade will use various criteria to select the most appropriate provider. The selection committee will have a minimum of three (3) evaluators. The City shall not be obligated to accept the lowest dollar and cents bid, but shall take into consideration quality, past experience, delivery date, discounts, and other factors in determining the best bid in the best interest of the City and shall award on the basis of the lowest responsible and responsive bidder. Respondents are encouraged to be as aggressive and creative as possible in their proposals. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. During the RFP process, questions or requests for additional information concerning this RFP shall be directed to the City Manager.

Name	Danielle J. Judd
Title	City Manager
Phone	863-285-1100 Ext. 232
Email	djudd@cityoffortmeade.com
Address:	PO Box 856 or 8 West Broadway St. Fort Meade, FL 33841

Clarification and Addenda

Each Proposer shall examine all RFP documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the RFP shall be made in writing through the City Manager at the City of Fort Meade. The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information shall be given. If any addenda are issued to the RFP, the City will attempt to notify all prospective Proposers who have secured the same. However, it shall be the responsibility of each Proposer, prior to submitting the competitive bid, to contact the City of Fort Meade to determine if addenda were issued and to make such addenda a part of the competitive proposal.

Proposal Preparation Expenses

Each Proposer preparing a response to the RFP shall bear all expenses associated with its preparation and no claims for reimbursement shall be submitted to the City for the expense of proposal preparation or presentation.

Legal Name

Proposals shall clearly indicate the legal name, address, and telephone number of the consultant and shall indicate whether the consultant is a corporation, general partnership, individual, or other business entity. Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the consultant to the submitted competitive proposal.

Openness of Procurement Process

Written proposals, other submissions, correspondence, and all other pertinent records shall be handled as public records in compliance with Chapters 119 and 286, Florida Statutes. The City gives no assurance as to the confidentiality of any portion of any proposal once submitted. Meetings with the City Commission are conducted "in the Sunshine" pursuant to Chapter 286, Florida Statutes.

Errors and Omissions

Once a proposal is submitted, the City shall not accept any request by any Proposer to correct errors or omissions in any calculations or competitive proposal price submitted.

Proposals will be publicly opened as soon as possible after the submission deadline. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. At the discretion of the City, respondents may be asked to give a short presentation/interview as part of the selection process.

Retention and Disposal of Proposals

The City reserves the right to retain all submitted competitive proposals for public record purposes. No copies of any competitive proposal will be returned to the Proposer.

Evaluation Committee Meeting

The Evaluation Committee will meet on March 10, 2020 at 10:00 a.m. in City Hall located at 8 W. Broadway Street, Fort Meade, FL. 33841

Ties

If two offers' composite scores are tied, the recommendation shall be determined by _____ an individual determined by the City Manager, who does not serve on the Evaluation Committee.

REJECTION OF PROPOSALS; AWARD OF BID SUBJECT TO CONTRACT NEGOTIATIONS

The City may reject a proposal if:

- A. The Proposer fails to acknowledge receipt of an addendum, or if
- B. The Proposer misstates or conceals any material fact in the bid, or if
- C. The proposal does not strictly conform to the law or requirements of RFPs, or if
- D. The proposal is conditional, except that the proposer may qualify his proposal for acceptance by the City on an "all or none" basis, group basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- E. The City is under a pre- lawsuit claim or current litigation with the proposer.

The City may reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in paragraph D above. The City reserves the right, at its sole discretion, to waive technicalities or irregularities, to reject any or all submittals, and/or to accept that submittal which is in the best interest of the City, regardless of whether that submittal is the lowest cost proposal. The City shall be the sole judge of which submittal(s) is/are City the most responsive to the City's needs. The City of Fort Meade reserves the right to request clarification of any information submitted by responding firms. The City Commission, with suitable basis provided for by law, reserves the right to reject any and all proposals, and to waive any informalities or irregularities in the proposal process.

After the City has approved the Proposer, City staff will negotiate the actual contract with the firm or individual(s). Notwithstanding the foregoing, if the City and said Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next ranked provider. This process may continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof. Any Proposer recommended for negotiations must provide to the City:

- a. Its most recent audited financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period. A copy of the most recent business income tax return will be accepted if audited financial statements are unavailable.
- b. Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

Right to Protest

Any actual or prospective responder who is aggrieved in connection with the solicitation or award of a contract may seek resolution of his/her complaint by contacting the City Clerk. Protests can be filed either by hand delivery or email to the City Clerk. A formal written protest is considered filed with the City when the City Clerk receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and shall result in the relinquishment of all rights to protest by the bidder or proposer.

Time Limits for Filing Protests

All notices of protest must be filed within 72 hours of the posting of the City's decision or solicitation. Any formal protest must be filed within 10 days of the notice of protest. A formal written protest is "filed" when actually received by the City's Deputy City Clerk.

Name	Melissa Cannon, CMC
Title	Deputy City Clerk
Phone	863-285-1100 Ext. 233
Email	mcannon@cityoffortmeade.com
Address:	PO Box 856 or 8 West Broadway St. Fort Meade, FL 33841