



REQUEST FOR PROPOSAL (RFP) 2015-010 - GARBAGE AND RECYCLING COLLECTION SERVICES

MANDATORY Pre-proposal Meeting: May 21, 2015 – 10:00 AM

RFP Due Date and Time: June 22, 2015 – 11:00 AM

Proposal Bond Required: Yes

**CITY OF MARGATE
DEPARTMENT OF ENVIRONMENTAL & ENGINEERING SERVICES
901 NW 66TH AVENUE
MARGATE, FL 33063**



REQUEST FOR PROPOSAL (RFP) 2015-010 GARBAGE AND RECYCLING SERVICES

The City of Margate (hereinafter referred to as “City”) is seeking proposals from qualified firms, (hereinafter referred to as “Proposer”), that wish to provide collection services in accordance with this Request for Proposal (RFP) document and Draft Franchise Agreement provided in Attachment A.

Each proposal shall be submitted in a sealed envelope. The outside of the sealed envelope must clearly indicate the name and number of this RFP (RFP for Garbage and Recycling Collection Services; RFP No. 2015-010); the deadline (i.e., the date and time) for submitting the proposal; and the Proposer’s name and address.

Each proposal shall be delivered to the City no later than the date and time specified herein. Proposals received after said date and time will not be considered. No time extensions will be granted. Each proposal shall be delivered to the City of Margate, Purchasing Division of Finance, City Hall, 5790 Margate Boulevard, Margate, FL 33063, to the attention of Ms. Patricia Greenstein, Purchasing Manager.

Copies of this RFP may be obtained from the Purchasing Division.

MANDATORY PRE-PROPOSAL CONFERENCE

A **Mandatory** Pre-Proposal Conference will be held on the date and time specified below in the City Commission Chambers of Margate City Hall, 5790 Margate Boulevard, Margate, FL 33063, to discuss the special conditions and requirements included in this RFP. Each Proposer **must** attend the Pre-Proposal Conference. Each Proposer should bring a copy of this RFP to the conference because additional copies of this RFP will not be available.

The City’s schedule for this RFP is as follows:

Event	Date	Time
Mandatory Pre-Proposal Conference:	May 21, 2015	10:00 AM
Deadline for Submittal of Written Questions:	June 1, 2015	11:00 AM
Deadline for Submittal of Proposals:	June 22, 2015	11:00 AM
Evaluation of Responses:	June-July 2015	TBD
City’s Selection of Successful Proposer:	August 2015	TBD

(The City reserves the right to delay or modify the scheduled dates and will publish notice of all changes in scheduled dates.)

ACCEPTANCE AND REJECTION OF PROPOSALS

Each Proposer should carefully review the entire text of the City’s RFP. The RFP describes the City’s rights and the Proposer’s obligations under the RFP. Among other things, the City

reserves its right to: reject any or all proposals, with or without cause; waive minor irregularities with regard to any proposal received; determine whether a Proposer is responsible, responsive, and qualified; and determine whether to award its work to a Proposer.

Please be advised that this RFP is issued subject to the requirements in the City of Margate's Code of Ordinances (Sec. 2-25(a)(2)).

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RFP Proposal Form No. 2015-010

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Attachment A: Draft Franchise Agreement

Exhibits:

1. General Map of Service Area

2. Rates for Collection Services (Based on City Commission selected options and the Successful Proposer's Cost Forms)

3. An Interlocal Agreement Between Broward County and Participating Communities for Solid Waste Disposal Support Services
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1. BACKGROUND

1.1 Introduction and Definitions

The purpose of this RFP is to solicit proposals from Proposers that wish to provide Residential Collection Service and Commercial Collection Service, as described in this RFP and Draft Franchise Agreement provided in Attachment A, in the City of Margate ("City").

Section 1 of this RFP provides background information about the City, its current services, and the services it wishes to procure. Section 2 of this RFP describes the terms and conditions that will apply to the Proposers and this RFP. Section 3 provides instructions for preparing a proposal in response to this RFP. Section 4 contains the forms that must be completed and submitted with a proposal. Section 5 contains attachments including Attachment A, the City's Draft Franchise Agreement ("Agreement"), which will be executed by the Proposer that is selected to serve as the City's Contractor along with Attachment B, the City's Non-Exclusive Franchise Agreement for Waste Collection for Multi-Family Municipal Solid Waste and for Commercial Non-Municipal Solid Waste. The Agreement (Attachment A) contains the scope of work and the detailed requirements that will be applicable to the Contractor when providing services to the City. The City only anticipates changing the Draft Franchise Agreement to reflect the options selected by the City Commission and for minor modifications.

The capitalized words in this RFP are defined in the Draft Agreement that is contained in Attachment A of this RFP. In addition, the following definitions also will be used:

- (a) "Selected Proposer" means the Proposer that is selected by the City pursuant to this RFP to provide Garbage and Recycling Collection Services to the City. In the Agreement, the Successful Proposer is referred to as the Contractor. For the purposes of this RFP, the terms "Selected Proposer" and "Contractor" are synonymous.

1.2 Geography and Demographics

The City is located in Broward County. The City is approximately 9 square miles in size and it has approximately 155 miles of roadways. In census estimates for 2013, the U.S. Census Bureau reported that: (a) the total City population is 55,456; (b) there are 24,863 housing units in the City; (c) approximately 45.8% of the housing units are in multifamily buildings; and (d) there are 2.58 persons per household in the City.

1.3 Current Collection And Disposal Services:

The City currently has an exclusive franchise agreement with Waste Management of Florida, Inc. (WMI) for Residential Collection Service and Commercial Collection Services. The Collection and disposal/processing of Solid Waste and Recyclable Materials from owner-occupied multifamily communities (approximately 10,800 units) is not included in the current exclusive franchise. The agreement expires at the end of the day on November 30, 2015. The City maintains a separate contract with Wheelabrator Technologies, Inc. (through an Interlocal Agreement with Broward County) for the processing of all Solid Waste collected from within the City as well as all residential Bulk Waste and Yard Waste. Additionally, the City maintains a separate contract with Sun Bergeron, JV for the processing of all residential and City Recyclable Materials.

A map of the Service Area is provided as Exhibit 1 in Attachment A (Draft Franchise Agreement). In general, the Service Area currently includes approximately: 13,250

Residential Solid Waste Customers, 13,450 Residential Recycling Customers, and 3,500 Multifamily Recycling Customers. There are also approximately 250 commercial solid waste accounts providing service to approximately 1,500 commercial businesses. In addition, there are approximately 2,150 apartment units receiving commercial-type Solid Waste service. Finally, there are approximately 10,800 owner-occupied multifamily units in the City which are not included in the current exclusive franchise. These estimates are provided for purposes of the RFP only; the City does not make any guarantees as to the actual number of Customers to be serviced.

Current residential Curbside Collection service includes the following:

- (a) Twice per calendar week Collection of Solid Waste and Yard Waste in customer-provided Garbage containers. Customer provided Garbage containers may be Garbage Cans or heavy-duty garbage bags which are not to exceed 32-gallons or 40 pounds. Yard Waste must be either placed within Garbage containers or tied into bundles. Bundles may not exceed four (4) feet in length, four (4) inches in diameter, nor forty (40) pounds.
- (b) Once per calendar week Collection of Single Stream Recyclable Materials in City-provided 65-gallon Recycling Carts or contractor-provided 18-gallon recycling bins. Most residents use the Recycling Carts but approximately 450 units in two neighborhoods still use recycling bins.
- (c) Once per calendar month Curbside Collection of Bulk Waste. Bulk Waste is inclusive of white goods, furniture, bulky Yard Waste, and other large household items, but does not include Construction and Demolition Debris or Contractor Generated Waste. There is no limit to the amount of Bulk Waste that can be placed out on a Collection Day.

Current residential multifamily rental community collection service includes Collection of Solid Waste from Contractor-provided and maintained Garbage Carts, dumpsters, and/or Compactors, and Collection of Recyclable Materials from Contractor-provided and maintained 95-gallon Recycling Carts. WMI and the community negotiate the size and frequency of Collection of the Solid Waste Containers. Recyclable Materials are collected once per calendar week.

Current commercial service includes Collection of Solid Waste from Contractor-provided and maintained dumpsters, Compactors, and/or Roll-Off Containers at least once per calendar week for Trash and at least twice per calendar week for Garbage. Commercial Customers are permitted to share Solid Waste service. WMI and the Commercial Customer negotiate the size of the Container and the frequency of Collection. WMI may offer Recyclable Material Collection to Commercial Customers; however, this service is neither exclusive nor controlled by the franchise agreement.

In addition, WMI provides the following to the City:

- (a) Solid Waste dumpsters and Collection service at all City facilities at no cost to the City.
- (b) Provides and services up to six (6) Roll-Off Containers between 20 and 30 yards at Public Works at no cost to the City.
- (c) A minimum of two, 95-gallon Recycling Carts and weekly Recyclable Material Collection at ten (10) City buildings and parks at no cost to the City.
- (d) Provide the City with a front-end loading container at the City Wastewater Treatment Plant for the disposal of wastewater material. WMI charges a rate for the disposal of this material but does not charge for Collection.
- (e) Collection service, disposal, containers, and equipment for the Collection and disposal of Solid Waste at up to six (6) City-sponsored events per year. WMI also provides up

- to six (6) portable toilets for these events. These services are provided at no cost to the City.
- (f) Contributes five thousand dollars (\$5,000) to special activities annually.
 - (g) Annually contributes five thousand dollars (\$5,000) to fund scholarships for two Margate residents.
 - (h) Four (4) Big Belly Solar compactors for use at City parks. These services are provided at no cost to the City.
 - (i) One Household Hazardous Waste and Electronic Equipment collection event in the City each year. These services are provided at no cost to the City.
 - (j) Educational materials and support for at least one environmental event each year. These services are provided at no cost to the City.

WMI also pays the City a total guaranteed franchise fee of \$1,284,913. Of this amount, the City retains \$477,472.00 from its billings for residential collection. The remaining \$807,441 is paid by WMI to the City in monthly installments.

Where each unit is Individually Metered for water and sewer service, the City bills Residential Solid Waste Customers monthly on the utility bill for Collection and disposal service and remits payment to WMI monthly. WMI is responsible for billing Commercial Customers (including residential multifamily rental communities) and Residential Solid Waste Customers which are not Individually Metered for water and sewer service. There are approximately 550 individual Residential Solid Waste Customers that WMI bills for Solid Waste and Recyclable Materials Collections as well as approximately 850 units in a mobile home community which WMI bills for Curbside Solid Waste Collection. WMI currently delivers all Solid Waste, Bulk Waste, and Yard Waste to one of the two Wheelabrator Technology, Inc. waste-to-energy facilities and is responsible for payment of all fees associated with the disposal of said waste.

The quantities of Solid Waste and Recyclable Materials collected from fiscal year 2012 through fiscal year 2014 are as follow:

<u>Fiscal Year</u>	<u>Solid Waste (tons)</u>	<u>Recyclables (tons)</u>	<u>Bulk Waste (tons)</u>
2012	31,122.46	2,159.15	Unknown
2013	30,985.92	2,982.79	3,796.5
2014	29,040.87	3,151.47	4,621.0

Recycling Rewards Program

Customers who receive residential Curbside Recyclable Material Collection are eligible to participate in a recycling rewards program through Recyclebank. This service is provided via a separate Memorandum of Understanding (MOU) with WMI and not through the franchise agreement. The three year MOU expires in December 2015. There was no charge to the City or its residents for the first two years of the MOU. Residents are being charged \$0.37 per household per month in the third year of the MOU. See Exhibit 6 of Attachment A for a copy of the MOU.

1.4 Scope Of Services

This section describes the primary services to be provided by the Selected Proposer. Regardless of whether or not this changes the Proposer's proposed pricing, Proposers shall provide pricing on Cost Forms (Form 21) for each service based on owner-occupied multifamily communities being both included and excluded from the Agreement. If the City elects to not include owner-occupied multifamily communities in the exclusive franchise,

owner-occupied multifamily communities will be provided the option to join the franchise based on the Proposer's rates without owner-occupied multifamily included. However, should at any time the number of owner-occupied multifamily units meet or exceed seventy-five percent (75%) of the total owner-occupied multifamily units in the City, the City shall have the option to utilize the Proposer's rates with owner-occupied multifamily communities included. Attachment A provides a Draft Franchise Agreement in which definitions, service and payment requirements, and other contract terms and conditions are provided. Proposer should assume all terms and conditions in the final contract will be as outlined in the Draft Franchise Agreement. The City anticipates revising the Draft Franchise Agreement only to reflect the service options selected by the City Commission.

Contract Term

The Selected Proposer shall begin all services as outlined in the Draft Franchise Agreement on December 1, 2015. The initial term of the Agreement shall expire at the end of the day on September 30, 2021, unless terminated earlier. At the option of the City, subject to approval of the City Commission, the Agreement may be renewed for four (4) additional terms of two (2) years under the same terms and conditions as the initial term, including any amendments.

Residential Curbside Collection Service

The City is considering a number of different options for residential Curbside Collection services as outlined below. The City Commission shall determine which options the City will select. The Draft Franchise Agreement reflects the selection of options i.b. and iii.b. below as well as owner-occupied multifamily not initially being included in the exclusive franchise. The Draft Franchise Agreement will be modified to incorporate the options selected by the City Commission.

i. Curbside Residential Solid Waste Collection

For this service, the City will consider the following options:

- a. Twice per calendar week Garbage Collection in Contractor-provided and maintained Garbage Carts. Unless otherwise requested by the Customer, one 35-gallon Garbage Cart shall be delivered to each Rowhome (townhome, villa, etc.) and one 65-gallon Garbage Cart shall be provided to all other Curbside Residential Solid Waste Customers. 35-gallon, 65-gallon, and 95-gallon Garbage Carts shall be available upon request. Volumes of Solid Waste shall be limited to what is placed within the Garbage Carts. Customers may purchase additional Garbage Carts from the Contractor. The Contractor may charge an additional monthly fee, as specified in their Cost Forms (Form 21), to cover the additional collection and disposal costs for customers with Garbage Cart capacity in excess of 130 gallons.
- b. A cart-based pay-as-you-throw system with Collection twice per calendar week in Contractor-provided and maintained Garbage Carts. Unless otherwise requested by the Customer, one 35-gallon garbage cart shall be delivered to each Rowhome (townhome, villa, etc.) and one 65-gallon Garbage Cart shall be provided to all other Curbside Residential Solid Waste Customers. 35-gallon, 65-gallon, and 95-gallon Garbage Carts shall be available upon request. Volumes of Solid Waste shall be limited to what is placed within the Garbage Carts. Customers may purchase additional Garbage Carts. Customers shall be charged fees based on the number and size of the Garbage Carts they have been provided.

ii. *Curbside Residential Recyclable Material Collection*

For this service, the City will consider Single Stream Collection once per calendar week using City-provided and Contractor-maintained 65-gallon Recycling Carts equipped with RFID technology. Contractor-provided and maintained 35-gallon Recycling Carts equipped with RFID technology shall be available upon request. Once the Contractor depletes the City's current inventory of 65-gallon Recycling Carts, Contractor shall also be responsible for providing 65-gallon Recycling Carts. Contractor shall utilize RFID technology and software to record each Recycling Cart that is collected and shall provide the City with access to this data.

iii. *Curbside Bulk Waste and Yard Waste Collection*

For this service, the City will consider the following options:

- a. Once per calendar week Curbside Bulk Waste and Yard Waste (Commingled Waste) Collection. Selected Proposer may limit the total volume of Commingled Waste to four (4) cubic yards per Collection Day. Collection of any Commingled Waste in excess of the limit may be requested as a Supplemental Collection for an additional fee. Solid Waste, Hazardous Waste, Construction and Demolition Debris, and Contractor-Generated Waste shall not be collected with this Waste Stream.
- b. Once per calendar week separate Curbside Yard Waste Collection and once per calendar week separate Curbside Bulk Waste Collection. There shall be no limit to the volume of Yard Waste collected each Collection Day. No other types of waste shall be collected with Yard Waste. The Selected Proposer may limit the volume of Bulk Waste to three (3) cubic yards per Collection. Collection of any Bulk Waste in excess of the limit may be requested as a Supplemental Collection for an additional fee. Solid Waste, Yard Waste, Hazardous Waste, Construction and Demolition Debris, and Contractor-Generated Waste shall not be collected with Bulk Waste.
- c. Once per calendar week separate Curbside Yard Waste Collection and once per calendar month separate Curbside Bulk Waste Collection. There shall be no limit to the volume of Yard Waste or Bulk Waste collected each Collection Day. No other types of waste shall be collected with this Yard Waste. Solid Waste, Yard Waste, Hazardous Waste, Construction and Demolition Debris, and Contractor-Generated Waste shall not be collected with this Bulk Waste.

For all options, the Selected Proposer shall provide side-door service to Customers that, for health reasons, cannot transport their Solid Waste and Recyclable Materials to the curb. There are currently approximately ten (10) units in the City receiving this service. This service shall be provided at no additional cost to the City or the Customers receiving this service. The Selected Proposer shall determine reasonable requirements of Customers requesting this service which must be approved by the City. Any disputes between the Selected Proposer and Customer regarding this service shall be referred to the City, whose decision shall be final. The Selected Proposer shall not be required to provide side-door service for the Collection of Yard Waste or Bulk Waste.

Multifamily Collection Service

The Selected Proposer shall provide the following services to multifamily communities, which may or may not include owner-occupied multifamily as described herein:

- a. Solid Waste Collection in Garbage Carts, Mechanical Containers, or Compactors provided and maintained by the Selected Proposer. Customer may provide their own Compactors as long as they are compatible with the Selected Proposer's equipment and, if they choose to do so, Customer shall be responsible for maintenance of these Containers. Selected Proposer and Multifamily Solid Waste Customers shall

negotiate container size(s) and frequency of Collection. Where mutual agreement is not reached, the City shall make any final determinations. Garbage Carts and Mechanical Containers containing Garbage shall be collected a minimum of twice per calendar week however; sealed Compactors may be collected on an on-call basis.

- b. Single Stream Recyclable Material Collection in 95-gallon Recycling Carts with RFID technology or Mechanical Containers provided and maintained by the Selected Proposer. Recycling Containers shall be collected at least once per calendar week or at a frequency so that Selected Proposer collects the equivalent capacity of one (1) 95-gallon Recycling Cart per eight (8) units in the community each calendar week.
- c. Bulk Waste Collection once per calendar month for Bulk Waste generated by residents of the multifamily community at a site to be mutually agreed upon between the Selected Proposer and Multifamily Solid Waste Customer. Where mutual agreement cannot be reached, the City shall make any final determinations. The cost for this service shall be included in the cost for Solid Waste Collection. Supplemental Collections may be requested by Multifamily Solid Waste Customers for more frequent Bulk Waste Collections for an additional fee.

Commercial Collection Service

The Selected Proposer shall provide for the Collection of Solid Waste in Mechanical Containers or Compactors provided and maintained by the Selected Proposer. Customer may provide their own Compactors as long as they are compatible with the Selected Proposer's equipment and, if a Customer provides their own Compactor(s), they shall be responsible for maintenance of their Compactor(s). The Commercial Customer and the Selected Proposer shall mutually agree upon the Container type, size, number, and frequency of service. Where mutual agreement cannot be reached, the City shall make any final determinations. In no case shall the Collection of Garbage occur less than twice per calendar week nor shall the Collection of any other type of waste be collected less than once per calendar week; however, sealed Compactors may be collected on an on-call basis.

Supplemental Collection Services

The Selected Proposer shall provide Supplemental Bulk Collection services to Residential Curbside Solid Waste Customers, Multifamily Solid Waste Customers, and Commercial Customers as an on-call service at the rate specified in the Cost Forms (Form 21). For all Supplemental Collections, the Selected Proposer shall provide the Customer with a written estimate and obtain written consent from the Customer prior to commencing the Supplemental Collection. The Selected Proposer shall be responsible for billing and collecting payment directly from all Customers for Supplemental Collections.

Nonexclusive Collection Services

The Selected Proposer shall not be granted the exclusive right to collect Yard Waste from Commercial Customers, Construction and Demolition Debris, Contractor Generated Waste and, depending on the options selected by the City Commission, Solid Waste and Recyclable Materials from multifamily communities which are owner-occupied. If not included in the exclusive franchise, the Selected Proposer may provide these services at competitive rates that shall not be controlled by this Agreement and owner-occupied multifamily communities will be provided the option to join the franchise at the Selected Proposer's Rates without owner-occupied multifamily included. Should the City choose to implement a non-exclusive franchise for the Collection of Construction and Demolition Debris from residential properties, the Selected Proposer shall apply for a non-exclusive franchise agreement and comply with all terms said agreement. Should the Selected Proposer wish to

collect commercial non-municipal solid waste (which includes Construction and Demolition Debris) and/or owner-occupied multifamily Solid Waste (if, depending on the option selected, owner-occupied multifamily Solid Waste is not included in the franchise), the Selected Proposer shall apply for a non-exclusive franchise agreement (Attachment B) and comply with all terms of said agreement.

The Selected Proposer is not granted the exclusive right to the Collection of commercial Recyclable Materials; however, the Selected Proposer will be required to offer commercial Recyclable Materials Collection to Commercial Customers at rates not to exceed the Collection portion of the rates charged for the Collection of Solid Waste. Additionally, should the City choose to implement a registration program for commercial Recyclable Materials haulers, the Selected Proposer shall register and comply with all terms of said registration.

Services Provided to City

The Selected Proposer shall, at no cost to the City, provide Collection of Solid Waste and Recyclable Materials from City facilities, as designated by the City. See Exhibit 10 of Attachment A for a list of current service levels by location; however, the City may require additional containers, different sized containers, and/or more or less frequent service which will be provided at no additional cost.

In addition to those containers listed on Exhibit 10 of Attachment A, the City knows at this time that it will require two (2) 95-gallon Recycling Carts at each of the City's three (3) fire stations and one roll-off container up to thirty (30) yards at the City's Water Treatment Plant for the disposal of excavation debris from water distribution system service work. The Selected Proposer shall provide up to two (2) pulls of the roll-off container located at the Water Treatment Plant per calendar month at no charge and should the City require more than two (2) pulls in any calendar month the selected proposer may invoice City at the standard rate set forth in Cost Forms (Form 21) for those additional pulls. Additionally, at the request of the City the Selected Proposer will provide up to three (3) additional roll-off containers (up to thirty (30) yards) for work done by City staff.

The Selected Proposer shall provide the City with Mechanical Containers at the City's Wastewater Treatment Plant for the collection of wastewater material. The Selected Proposer shall not charge a fee for the collection of these containers; however, the selected proposer may charge the per yard rate for the disposal of the wastewater material as specified in Cost Forms (Form 21).

The Selected Proposer shall, at no cost to the City, provide a minimum of two (2) Household Hazard Waste and Electronic Waste Collection events per Contract Year throughout the term of the Agreement. Providing more than two (2) events per Contract Year is at the Selected Proposer's option but shall be at no additional cost to the City. These events shall occur on mutually agreed upon dates at mutually agreed upon sites located within the City. The events shall be open only to Margate residents for a minimum duration of five (5) hours per event. The Selected Proposer will assist with the marketing materials including developing language and artwork to promote the events; provide all equipment and personnel necessary to operate the events; obtain all necessary permits; and provide for the transportation and disposal of all waste collected. Additionally, the Proposer shall provide Secure Document Shredding services at each Household Hazardous Waste and Electronic Collection Events. See Section 8.5 of Attachment A for full details of this program.

As requested by the City, the Selected Proposer shall, at no cost to the City, provide Solid Waste and Recyclable Material Containers, Collection, and processing/disposal along with up to six (6) portable toilets at up to twelve (12) City-sponsored events each Contract Year.

The City has implemented an Adopt-A-Street Program in which volunteer organizations hold cleanup events to remove Trash and debris from roadways within the City. The Selected Proposer shall, at no cost to the City or the volunteer organizations, collect waste that has been collected by volunteer organizations at cleanup events.

As requested by the City, the Selected Proposer shall, at no cost to the City, collect and dispose of up to fifty (50) tons of illegal dumping on City property and City right-of-ways per Contract Year. Should the illegally dumped material consist of Hazardous Waste or other waste not accepted at the Designated Disposal Facility, the Selected Proposer will work with the City to ensure the safe handling and proper disposal of the material.

Recycling Rewards Program

As detailed in Section 15 of Attachment A, the Selected Proposer shall offer to provide all Residential and Multifamily Recycling Customers with a recycling rewards program. Participation in this program is solely the City's option and, if opted, may be discontinued with a minimum of sixty (60) days written notice to the Selected Proposer. Additionally, should the City opt to not participate in, cancel participation in, or implement a rewards program in addition to the Selected Proposer's proposed recycling rewards program, the Selected Proposer agrees to cooperate with the service provider, if any, selected by the City.

Education

The City will consider the Selected Proposer to be a partner in the City's efforts to reduce Solid Waste generation and increase diversion of materials from disposal facilities. As such, the Selected Proposer is expected to be an active participant in the education of the City's residents and businesses on waste reduction and recycling. To do so, the Selected Proposer shall, at minimum:

- Develop and mail, with the City's approval, at least one educational solid waste and recycling mailing each Contract Year to all Customers. For Curbside residential customers, this shall comprise of a solid waste and recycling guide that details all services available along with a magnet with the Customer's Collection days for each Collection service (Garbage, Recyclable Materials, Bulk Waste). For multifamily and commercial customers, this shall comprise of a mailing which details the Customer's current level of Solid Waste and Recyclable Materials Collection service (if any) and shall detail all service options available from the Selected Proposer. All mailers shall educate the Customer on the value of waste reduction and recycling.
- The Selected Proposer shall make personnel and equipment available for educational purposes at City-sponsored events for a maximum of forty (40) hours each contract year. At these events, the Selected Proposer shall provide educational materials to the public and demonstrate equipment as requested by the City.
- The Selected Proposer shall make personnel available, up to twenty (20) hours per contract year, to assist the City in the development of marketing materials to promote Solid Waste reduction and/or diversion.

- As detailed in Section 16 of Attachment A, in an effort to increase solid waste diversion and/or reduce solid waste generation, the City is providing a financial incentive in the form of Recyclable Material revenue share to the Selected Proposer for the Selected Proposer to actively and continually engage the community on these topics.

1.5 Billing And Payments

Billing

The City shall bill and collect payment from all Residential Solid Waste Customers which are Individually Metered for water and sewer service. The City shall also bill and collect payment from all Residential Recycling Customers. City shall remit payment to the Selected Proposer for all Collection services for which the City has billed. The Selected Proposer shall be responsible for billing and collecting payment from all Multifamily Solid Waste Customers; Commercial Customers; Multifamily Recycling Customers; Residential Solid Waste Customers which are not Individually Metered for water and sewer service; and all Supplemental Collection services rendered by the Selected Proposer. Proposers should carefully review Section 18 of the Draft Franchise Agreement.

Payments to the City

Proposers should carefully review Section 19 of the Draft Franchise Agreement. A summary of payments to the City include:

- An annual guaranteed Franchise Fee paid to the City in monthly installments. The annual guaranteed Franchise Fee shall be \$1,600,000 if owner-occupied multifamily is included in the exclusive franchise (or when the number of owner-occupied multifamily units that have chosen to join the exclusive franchise meets or exceeds seventy-five percent (75%) of the total owner-occupied multifamily units in the City) or \$1,300,000 if owner-occupied multifamily is not included in the exclusive franchise.
- At the beginning of each Contract Year, the Selected Proposer shall pay the City \$100,000 to fund City solid waste staff.
- At the beginning of each Contract Year, the Selected Proposer shall pay \$5,000 towards special activities.
- At the beginning of each Contract Year, the Selected Proposer shall pay \$5,000 which shall be used to fund scholarships for two students that are Margate residents (one male and one female).
- At the beginning of each Contract Year, the Selected Proposer shall pay the City \$25,000 for the City's use towards solid waste and/or recycling related activities.
- Within thirty (30) days of executing the Agreement, the Selected Proposer shall make a one-time, lump sum payment of \$25,000 to the City for the preparation of the Agreement.
- Annual rebate, if applicable, for all disposals fees paid to the Proposer by Residential Solid Waste Customers for which the Proposer did not expend to dispose of Solid Waste, Yard Waste, and/or Bulk Waste collected from Residential Solid Waste Customers.

Designated Facilities

The City currently has agreements in place which specify the destination of all Solid Waste as well as residential Yard Waste, Bulk Waste, and Recyclable Materials collected within the City's boundaries. All Solid Waste, residential Bulk Waste and residential Yard Waste shall

be delivered to one of the two Wheelabrator Technologies, Inc. waste-to-energy facilities (2600 NW 48th Street, Pompano Beach, FL 33073 or 4400 South State Road 7, Fort Lauderdale, FL 33314). The initial term of the agreement with Wheelabrator Technologies, Inc. expires July 2, 2018 after which there are up to three (3) mutually optionally five (5) year renewal terms. All Recyclable Materials collected from Residential Recycling Customers, Multifamily Recycling Customers, City properties, and City events shall be delivered to Sun Bergeron, JV's Sun 11 facility located at 1750 SW 43rd Terrace, Deerfield Beach, FL 33442. The initial term of the agreement with Sun Bergeron, JV expires July 2, 2018 after which there are up to two (2) City optional five (5) year renewal terms. The City reserves the right to change Designated Facilities in the future, with no change in rates paid to the Contractor unless the new facility is more than 30 miles from City Hall, as described in Section 17.3 of the Draft Franchise Agreement.

2. PROPOSAL SUBMISSION ELEMENTS AND REQUIREMENTS OF THE PROPOSALS

2.1 Preparation of Proposals

All proposals must be submitted as specified. Any attachments must be clearly identified. To be considered, the Proposer shall respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If a Proposer supplies publications in order to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

2.2 Proposer Response Format

PROPOSAL RESTRICTIONS:

NO THREE RING BINDERS ARE TO BE UTILIZED.

Proposals are to include the sections listed in the table below, with tabs noting each section number. Information regarding what should be included in each section is provided below the table.

Chapter 1	Letter of Interest and Statement of Organization
Chapter 2	Project Understanding and Creative Concept
Chapter 3	Firm Qualifications
Chapter 4	Staffing and Subcontractors
Chapter 5	Available Resources
Chapter 6	Financial Stability
Chapter 7	Financial Statement
Chapter 8	Implementation Plan and Collection Plan
Chapter 9	Litigation History
Chapter 10	Insurance Requirement
Chapter 11	Criminal Convictions/Environmental Violations
Chapter 12	Proposer's Non-Collusive Affidavit
Chapter 13	Conflict of Interest
Chapter 14	Drug-Free Workplace Certification

Chapter 15	Addenda
Chapter 16	Certification to Accuracy of Proposal
Chapter 17	Certification of Cost Forms
Chapter 18	Cost For Proposer's Services
Chapter 19	Proposal Security, Bonds
Chapter 20	Bonding Company Commitment
Chapter 21	Added Value & Enhancement
Chapter 22	Recycling Rewards Program

2.3 Proposal Description

1. Introductory Letter of Interest and Statement of Organization

Each Proposer shall submit a letter of intent, which shall be signed by a Person authorized to bind the Proposer to the terms presented in its proposal. The letter of intent shall state that the Proposer will provide the services requested in the RFP, in compliance with the terms in the Draft Agreement, for the Rates (prices) submitted with the proposal in the Cost Forms (Form 21).

Each Proposer shall complete the RFP Proposal Form No. 2015-010 and provide information concerning the Proposer's organizational structure by completing Form 1, which are provided in Section 4 of this RFP. Proposers may supply any additional information that will assist the City in understanding the Proposer's organization.

Each Proposer must submit a certificate or other appropriate documentation demonstrating that: (a) the Proposer is authorized or approved to conduct business in the State of Florida; and (b) if the Proposer is a corporation or limited liability company, the corporation is in good standing. Further, the Proposer shall submit a certificate or other documentation confirming that the Person signing the City's forms is duly authorized to bind the Proposer to the terms in its proposal.

2. Project Understanding and Creative Concept

This section is for Proposer to provide their understanding of the City's needs, goals and objectives for this project and overall approach to accomplishing the project. Provide a detailed explanation of the proposed vision, ideas, methodology, etc. that the firm will employ to accomplish the project.

3. Firm Qualifications

This Section of the Proposal should give a description of the Proposer's firm, including the size, range of activities, etc. Particular emphasis should be given as to how the Proposer's firm-wide experience and expertise in the area of Solid Waste Collection services will be brought to bear on the proposed work for the City.

Qualified Proposers shall be established providers of the services requested by the City with adequate equipment and personnel to provide the services. Proposers must provide information and documentation, using Form 2, demonstrating that it meets all of the following minimum qualifications below:

- a. The Proposer must have at least two (2) years of current experience in the State of Florida collecting Solid Waste, Recyclable Materials, Yard Waste, and Bulk Waste from Curbside residential Customers and Solid Waste from Commercial Customers

under Qualifying Residential Contracts and Qualifying Commercial Contracts that meet the minimum requirements listed below.

- b. Each of the Qualifying Residential Contracts must be an exclusive contract – i.e. a city, county, or other governmental entity entered into a contract with the Proposer and thereby gave the Proposer the exclusive right to collect the Solid Waste, Recyclable Materials, Yard Waste, and Bulk Waste generated in a designated geographic area that comprises part or all of the city or county.
- c. Under each of the Qualifying Residential Contracts and the Qualifying Commercial Contracts, the Proposer must:
 - i. have started providing Collection service on or before October 1, 2013; and
 - ii. still be providing Collection service on the deadline for submitting proposals in response to this RFP.
- d. The Proposer currently must be providing Collection service under one (1) or more Qualifying Residential Contracts.
- e. Under each Qualifying Residential Contract:
 - i. the Proposer must collect Solid Waste, Recyclable Materials, Bulk Waste, and Yard Waste at Curbside;
 - ii. the Collection of Solid Waste must be performed with Garbage Carts and automated or semi-automated equipment;
 - iii. the Proposer must provide Collection service at Curbside to a minimum of 13,500 Dwelling Units.
- f. The Proposer currently must be providing Collection service to Commercial Customers under one (1) or more Qualifying Commercial Contracts.
- g. Qualifying Commercial Contracts must be exclusive contracts – i.e. a city or county gave the Proposer the exclusive right to collect Solid Waste in a designated geographic area that comprises part or all of the city or county.
- h. Under each Qualifying Commercial Contract, the Proposer must collect at least one hundred thousand (100,000) cubic yards of Solid Waste from Commercial Customers each year.

In addition to meeting the above minimum requirement, the Proposer is encouraged to provide, using Form 2, information in their proposal concerning their experience working on comparable projects (projects that meet the requirements above). The Proposer may submit up to ten (10) comparable projects.

In addition to Form 2, provide a list of all Solid Waste Collection contracts of the Proposer that were non-renewed within the State of Florida during the last ten (10) years (i.e., on or after January 1, 2005). For each such contract, provide the name of the governmental entity, the name and telephone number of governmental employee who is familiar with the governmental entity's decision to not renew and statement of the reasons why the contract was not renewed (e.g., the contract was subject to bidding and we were not the low bidder).

Each Proposer must describe its competencies in the areas of customer service, quality control, fleet maintenance and replacement, and customer billing and related financial administration. City personnel may inspect facilities, contact the Proposer's governmental customers, and take other steps to determine whether the Proposer actually has adequate equipment, repair facilities and personnel to satisfy the requirements of this Request for Proposals. The City shall be the sole judge in determining the Proposer's qualifications.

4. Staffing and Subcontractors

Each Proposer must provide an organizational chart concerning the Residential Garbage, Recyclables, and Bulky Waste Collection Services that the Proposer will provide for the City

of Margate. Each Proposer must provide all of the information requested in Form 3, which is provided in Section 4 of this RFP. Each Proposer must confirm that it will provide a District Manager, a Maintenance Director, and a Supervisor that will be accessible to the City at all times in accordance with the Agreement.

If a Proposer has entered into a contract with a subcontractor or intends to enter into a contract with a subcontractor to provide the services requested in this RFP, the Proposer must identify the subcontractor in its proposal. See Form 4 in Section 4 of this RFP. The Proposer also must identify the services that will be provided by the subcontractor and provide copies of any signed contracts with the subcontractor. The City reserves its right to approve or reject any proposed subcontractor. Subcontractors shall be required to meet all requirements of the Contractor per the terms of the Agreement and the Contractor shall be responsible for ensuring the subcontractor's compliance with those requirements.

5. Available Resources

Each Proposer shall provide information demonstrating the Proposer will dedicate sufficient personnel, equipment, and resources to perform the work required under the City's Agreement. Each Proposer shall explain how the personnel and equipment will be used to provide the services requested by the City. Each type of service shall be described separately.

A summary description of the Collection Vehicles the Proposer proposes to use to provide Collection services in compliance with this RFP and Draft Franchise Agreement shall be provided by completing Forms 5-11, which are in Section 4 of this RFP. All of the Collection Vehicles used by the Proposer must comply with the requirements in the Agreement. Among other things, vehicles average age no greater than seven (7) years with no vehicle being older than ten (10) years. Reserve equipment shall be no older than twelve (12) years.

Each Proposer should state whether, and the extent to which, their plans will change under the different operating scenarios being evaluated by the City.

6. Financial Stability

Each Proposer must identify any pending or threatened bankruptcy proceedings involving the Proposer, its parent, or an affiliate. The Proposer also must identify any bankruptcy proceedings that the Proposer, its parent, or affiliate participated in after June 1, 2010.

7. Financial Statement

Each Proposer shall provide the City with a copy of the latest audited financial statement for their parent company and any subsidiary entities that will engage in the performance of this Agreement. If the Proposer does not have an audited financial statement, the Proposer may substitute non-audited financial statements and completed federal tax returns for the last two (2) years. Publicly traded corporations may provide pertinent copies of, or an electronic link to, the corporation's most recent annual financial report, annual audit, or similar filings with the U.S. Securities and Exchange Commission. In all cases, the Proposer must provide a balance sheet, an income statement, and a statement of cash flow, or other documents demonstrating that the Proposer has the financial resources necessary to provide the Solid Waste Collection Services contemplated by the City.

Each Proposer also must provide information concerning their available lines of credit, including current balances. Each Proposer must provide one or more letters of reference

from lenders, financial institutions, or vendors that can attest to the credit worthiness of the Proposer and their willingness to do business with the Proposer.

8. Implementation Plan and Collection Plan

Each Proposer shall provide an implementation plan that describes how the Proposer will take over the City's Collection Services, as described in this RFP. In particular, the Proposer should describe the key milestones and the general timing of the milestones that the Proposer believes are important to a smooth transition.

Each Proposer shall provide a detailed Collection Plan identifying how the Contractor will approach collecting all waste items per the Agreement. This plan shall include the type of number of equipment and the number of personnel the Contractor is proposing to utilize for each service.

9. Litigation History

Each Proposer shall identify each case pending or filed on or after June 1, 2010 where: (a) a civil, criminal, administrative, bankruptcy or other similar proceeding was filed against the Proposer, if such proceeding arises from or is related to a dispute concerning the Proposer's rights, remedies or duties under a contract with a city, county, or other governmental entity for the collection of solid waste; (b) a city, county, or other governmental entity terminated a written contract with the Proposer concerning the Collection of Solid Waste; or (c) administrative fines, liquidated damages or other penalties were assessed or were deducted from the Proposer's payments under a contract with a city, county, or other governmental entity for the Collection of Solid Waste and such fines exceeded ten thousand dollars (\$10,000) in one month. Each Proposer also shall identify each instance in which the Contractor paid more than ten thousand (\$10,000) to settle a dispute with a city, county, or other governmental entity concerning the Proposer's performance under a contract for the Collection of Solid Waste if such payment occurred on or after June 1, 2010. For each case identified, the Proposer must describe the basic facts concerning the case, including the names of the parties, and the current status of the case.

10. Insurance Requirement

Each Proposer shall provide an "Information Only ACORD Certificate" demonstrating the Proposer's ability to obtain the required types and level of insurance, as specified in Section 32 of the Agreement. The ACORD certificate shall be issued by a company authorized to do business under the laws of the State of Florida, with minimum ratings from A.M. Best Company of "A" or better as to management and FSC "X" or better.

11. Criminal Convictions and Environmental Violations

Each Proposer must provide a summary of each criminal conviction of the Proposer, its owners, and its officers concerning the collection, management, or disposal of solid waste since June 1, 2005. Each Proposer also must provide a summary of any cases initiated against the Proposer by environmental agencies since June 1, 2010 concerning the Proposer's Collection Services or practices. The City may disqualify a Proposer on the basis of: (a) past criminal convictions if those convictions relate to dishonesty, antitrust violations, or unfair competition; or (b) past environmental violations if those violations demonstrate a recurring or significant disregard for environmental laws.

Each Proposer must complete and submit Form 12, which is included in Section 4 of this RFP. Form 12 concerns Public Entity Crimes.

PUBLIC ENTITY CRIMES INFORMATION STATEMENT: “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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, 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 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

DISCRIMINATORY VENDOR LIST: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

12. Proposer's Non-Collusive Affidavit

Each Proposer submitting a proposal in response to this RFP must complete and execute the Non-Collusive Affidavit (Form 13) that is included in Section 4 of this RFP.

13. Conflict of Interest

Each Proposer must confirm that the Proposer does not violate any of the following conflict of interest provisions:

- (a) No officer, director, agent, or employee of the Proposer, or any relative of an officer, director, agent, or employee of the Proposer, is also an employee of the City.
- (b) No City Employee owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its subsidiaries or affiliates.
- (c) The Proposer does not own or have a financial interest in more than ten percent (10%) of any other Proposer, regardless of whether such ownership is direct or through a parent, subsidiary, or holding company of any other business entity.

Each Proposer shall list and describe any professional or financial relationships that it has or had with the City, its elected or appointed officials, its employees or agents, or any of its agencies or component units, since June 1, 2010. If a Proposer has any such relationships, the Proposer shall submit a statement explaining why such relationships do not constitute a conflict of interest relative to the services sought in this RFP. Additionally, the Proposer shall have an ongoing obligation to give the City immediate written notice of any professional or financial relationships that it enters into with the City, its elected or appointed officials, its employees or agents, or any of its agencies or component units before the Agreement is executed. The list of professional relationships should include any non-exclusive franchise agreements with the City, as well as any other contracts for services. Please note that such relationships, standing alone, do not qualify or disqualify a Proposer.

14. Drug-Free Workplace Certification

Each Proposer shall certify that it has implemented a drug-free workplace program. A signed certification of compliance (Form 14 in Section 4 of this RFP) must be submitted with the proposal.

15. Addenda

Each Proposer shall complete and sign the Acknowledgement of Addenda Form (Form 15 in Section 4 of the RFP) and shall include the form in the proposal. In the event any Proposer fails to acknowledge receipt of such addenda, their proposal shall nevertheless be construed as though the addenda had been received and acknowledged, and the submission of a proposal shall constitute the Proposer's acknowledgment of receipt of all addenda, whether or not actually received by the Proposer.

16. Certification to Accuracy of Proposal

Each Proposer shall certify and attest, by executing Form 16 in Section 4 of this RFP, that all forms, affidavits and documents the Proposer has enclosed in the proposal are true and accurate. If the Proposer fails to attest to the truth and accuracy of such forms, affidavits and documents, the proposal shall be deemed non-responsive and it will not be considered.

17. Certification of Cost Forms

The Certification of Cost Form (Form 19 in Section 4 of this RFP) must be signed by an officer or other individual that is authorized to bind the Proposer to the provisions in the proposal.

18. Cost for Proposer's Services

Each Proposer shall complete and submit, in their entirety, the Proposal Cost Forms (Form 21) for Garbage and Recycling Collection Services. Each Proposer shall provide its firm, fixed cost proposal for providing all of the services, materials, etc., required pursuant to the RFP and the Draft Franchise Agreement. This proposal form shall be signed by an authorized company representative, dated and returned with the proposal.

19. Proposal Security, Bonds

Each proposal shall be accompanied by a certified or cashier's check or approved Proposal Bond in the amount stated in the RFP Documents (Forms 17 and 18). Said check or bond shall be made payable to the City and shall be given as guarantee that the Proposer, if awarded the RFP will enter into an Agreement with the City, and shall furnish the necessary insurance certificates, Performance Bonds, each of said bonds to be in the amount stated in the RFP Documents or Agreement. In case of refusal or failure by Proposer to enter into an Agreement, the check or proposal bond shall be forfeited to the City.

Pursuant to the requirements of Section 255.05(l)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

20. Bonding Company Commitment

Each Proposer must provide an irrevocable letter of commitment from a State of Florida licensed bonding company to provide a Performance Bond that will satisfy the requirements in Section 31.9 of the Draft Agreement. The irrevocable letter of commitment must specifically state that the bonding company accepts the terms and conditions in the draft Performance Bond that is attached to the Draft Franchise Agreement as Exhibit 13.

The letter of commitment must demonstrate that the Proposer has the ability to obtain a Performance Bond in the amount that is specified in Section 31.9 of the Draft Agreement.

The letter of commitment must be issued by a bonding company that: (a) is approved to transact business in the State of Florida; (b) has a resident agent in the State of Florida; (c) is rated "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide; (d) is listed in the U.S. Treasury Department's list of acceptable sureties for federal bonds; and (e) has been in business and has a record of successful and continuous operation for at least five (5) years.

For the purposes of this RFP, a Proposer only needs to submit an irrevocable letter of commitment with its proposal. The Performance Bond is not required with the proposal; however, the Performance Bond must be delivered to the City by the Selected Proposer within fifteen (15) calendar days after the award of the City's work.

21. Added Value & Enhancement

This section is a non-mandatory requirement for which additional points will be awarded to the Proposer who provides information on any additional programs, policies, procedures, etc., that would be provided by the Selected Proposer and considered beneficial to the City, its businesses, and residents.

22. Recycling Rewards Program

The City would like to continue incentivizing residents to recycle. Among other things, the City would like to increase the number of City residents that recycle on a regular basis. The City also would like to increase the amount of material that is recycled by each resident. Accordingly, the City wishes to continue to offer a "Recycling Rewards Program".

For additional information about the desired Recycling Rewards Program refer to the Draft Franchise Agreement. Each Proposer shall describe the Recycling Reward Program that it will implement if the City opts to continue offering a recycling reward program.

The Recycling Rewards Program is a mandatory component of each proposal. However, the City reserves the exclusive right to decide whether, and the extent to which, the City will implement any Recycling Rewards Program.

2.4 Addenda, Additional Information

At the pre-proposal conference, any Person may request the City to make changes to the RFP and the Agreement. The City's representatives will attempt to provide an informal (non-binding) response to any requests that are presented to the City during the pre-proposal conference. If any Person wishes to receive the City's formal (binding) response to a request for a change to the RFP or Agreement, they must submit their request to the Purchasing Manager in writing before 11:00 AM (E.S.T.) June 15, 2015. Any requests received after that date and time may be rejected.

The City, in its sole discretion, shall determine whether to grant or deny a request for a change to the RFP or the Agreement. If the City decides to revise the RFP or Agreement, the City shall issue a written addendum to the RFP before the deadline for submitting proposals.

Any addenda, and the City's written answers to written questions from Proposers, shall become part of this Request for Proposals (RFP).

No negotiations, decisions or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications which are in writing from the Purchasing Manager (or authorized representative) may be considered as a duly authorized communication from the City. Similarly, only communications from Proposers that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of a Proposer.

2.5 Inquiries and Objections Concerning this RFP

All Proposers shall carefully examine this RFP, including the Cost Forms (Form 21) and Agreement. If a Proposer discovers any ambiguities or inconsistencies in any aspect of this RFP, the Proposer shall immediately notify the City's Purchasing Manager in writing.

Before the deadline identified herein, each Proposer shall submit to the City all of the Proposer's (a) questions concerning the intent, meaning and interpretation of this RFP, including the Agreement and (b) comments and recommendations concerning potential changes to the terms of this RFP, including the Agreement. Each Proposer shall be deemed to have waived all questions and comments that are not submitted to the City in compliance with this Section. A Proposer's submittal of questions and comments may be delivered to the City by hand, mail, e-mail, or fax, but all such submittals shall be in writing and shall be addressed to:

Patricia Greenstein
Purchasing Manager
5790 Margate Boulevard
Margate, FL 33063
Fax (954)935-5258
purchase@margatefl.com

No Person is authorized to give oral interpretations of, or make oral changes to, this RFP. Therefore, oral statements by a City representative will not be binding on the City and should not be relied upon by a Proposer. Any interpretation of, or change to, this RFP will be made in the form of a written addendum to the RFP. A Proposer can only rely upon those interpretations of, or changes to, this RFP that are issued by the City in an addendum.

2.6. The City's Acceptance or Rejection of Proposals

The City reserves the right to award the Contract to the Proposer which the City Commission determines in its sole opinion best serves the interests of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals, to waive minor irregularities or variations to the specifications and in the RFP process.

Proposals shall be evaluated by an Evaluation/Selection Committee of qualified City staff and other persons selected by the City. The Committee will score and rank all responsive proposals and select a minimum of three (3) firms to be shortlisted for final consideration and oral presentations before the Evaluation/Selection Committee. If less than three (3) responsive proposals are received, the committee will give further consideration to the responsive proposals received.

The City may elect to inspect finalist's facilities and perform other due diligence as it may determine. The Committee will then re-score and re-rank the finalists proposals based on the Evaluation Criteria.

The first ranked Proposer resulting from this process will be recommended to the City Commission for award. The recommended Proposer may be required to appear before the City Commission to answer questions for contract award.

2.7 Familiarity with Laws and Ordinances

By submitting a proposal in response to this RFP, the Proposer represents that the Proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations that are applicable to the services required under this RFP. If a Proposer discovers any provision in this RFP that is contrary to or inconsistent with any Applicable Law, the Proposer shall promptly report it in writing to the City's Purchasing Manager.

2.8 Mandatory Pre-Proposal Conference

There will be a **MANDATORY** pre-proposal conference held on May 21, 2015 at 10:00 AM, in the City Commission Chambers of Margate City Hall, 5790 Margate Boulevard, Margate, FL 33063.

Attendance at the pre-proposal conference is **MANDATORY**. Each Proposer should bring a copy of this RFP to the conference because additional copies of this RFP will not be available.

2.9 Submission Of Proposals

NO FAXED OR EMAIL PROPOSALS WILL BE ACCEPTED. NO THREE RING BINDERS. An original copy (so marked) and five (5) copies and one (1) electronic copy (CD or flash/thumb drive) of the proposal shall be submitted to the City of Margate, Purchasing Division of Finance, City Hall, 5790 Margate Boulevard, Margate, FL 33063, to the attention of Ms. Patricia Greenstein, Purchasing Manager. Proposals must be submitted in a sealed envelope clearly marked with the name of the submitting firm and **"REQUEST FOR PROPOSAL (RFP) 2015-010 GARBAGE AND RECYCLING SERVICES."**

Sealed proposals must be received by the Office of the Purchasing Division prior to 11:00 AM, on June 22, 2015 in order to be considered. Any proposals not meeting the deadline shall be returned unopened to the submitting firm.

It is the responsibility of the Proposer to ensure that their proposal is received prior to the above submission date and time.

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the Request for Proposals and responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

2.10 RFP Schedule

Event	Date	Time
Mandatory Pre-Proposal Conference:	May 21, 2015	10:00 AM
Deadline for Submittal of Written Questions:	June 1, 2015	11:00 AM
Deadline for Submittal of Proposals:	June 22, 2015	11:00 AM
Evaluation of Responses:	June-July 2015	TBD
City's Selection of Successful Proposer:	August 2015	TBD

The CITY reserves the right to delay scheduled dates.

2.11 Evaluation Criteria

Evaluation Criteria	Maximum Points
Firm Qualifications and Experience (Chapters 1 and 3)	20
Approach (Chapters 2, 4, 5, and 8)	10
References – Operational and Financial (Chapters 3, 6, and 7)	15
Cost for Proposer's Services (Chapter 18)	45
Added Value & Enhancements* (Chapter 21)	10

*** Non-mandatory requirement for which additional points may be awarded to the Proposer. Refer to Chapter 21 of Section 2.3 of the RFP.**

3. TERMS AND CONDITIONS

3.1. RFP Documents

The Proposer shall examine the RFP documents carefully. Ignorance of the requirements will not relieve the Proposer from liability and obligations under the contract.

3.2. News Releases/Publicity

New releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project/contract shall not be made without prior City approval.

3.3. Proposer's Costs

The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

3.4. Rules And Proposals

The Signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Proposer.

3.5. Variances To RFP Specifications

These specifications represent a level of quality and performance that are desired by the City. The Proposer must state clearly in his proposal any variance to the specifications. It will be the Proposer's responsibility to provide adequate information in their proposal to enable the City to insure that the proposed variance meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The City will be the sole judge in determining if the proposed variance meets the City's requirements. The City reserves the right to award the proposal which will best serve the

interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the proposal process.

3.6. Contract Administrator

The City may designate a Contract Administrator whose principal duties may include:

- a. Liaison with the Contractor
- b. Coordinate and approve all work under the contract
- c. Resolve any disputes
- d. Assure consistency and quality of Contractor's performance
- e. Schedule and conduct Contractor performance evaluations and document findings
- f. Review and approve for payment all invoices for work performed or items delivered

3.7. No Warranties For City Data

The data contained in this RFP, as well as the data provided by the City's officers, employees, and agents, are provided solely for the Proposer's convenience. The City makes no warranty or guarantee concerning the accuracy of any data or information set forth in this RFP or any other document. Proposers shall make no claim against the City because of any data which may prove to be erroneous in any respect. Each Proposer shall be solely responsible for conducting its own due diligence investigation and determining all relevant facts.

3.8. Lobbying and Cone of Silence

Refer to Broward County Code of Ordinances Sec. 1-19 and to the City's website www.margatefl.com (click on "Open Government" and review the information provided regarding lobbyists). Additionally, there shall be a cone of silence in effect from the time the selection committee is formed until the time of its public recommendation to the City Commission. The cone of silence will be in effect for the City Commission, selection committee members (including advisory members) and all City staff that are involved in the decision making process. All questions regarding this RFP shall be directed to the Purchasing Manager. Violation of cone of silence or attempts to influence committee members, City staff, and City Commission during the period of cone of silence by a Proposer shall be grounds for disqualification.

3.9. Proposal Withdrawal

Any proposal may be withdrawn up until the date and time set forth for the opening of proposals. Any proposal not withdrawn shall constitute an irrevocable offer for a period of 90 days or until one or more of the proposals have been duly accepted and a contract is awarded. No guarantee or representation is made herein as to the time between the proposal opening and subsequent award.

3.10. Applicable Laws

All applicable laws and regulations of the U.S. Government, State of Florida, Broward County and ordinances and regulations of the CITY will apply to any resulting agreement.

3.11. Approved Forms

Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the CITY and shall contain, as a minimum, applicable provisions of the Request for Proposal. The CITY reserves the right to reject any agreement that does not conform to the Request for Proposal and any CITY requirements for agreements and contracts.

3.12. Copyrights And Patent Right

Proposer warrants that there has been no violation of copyrights or patent rights in

manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this proposal, and successful proposer agrees to hold the city harmless from any and all liability, loss or expense by any such violation.

3.13. Taxes

The City of Margate is exempt from any taxes imposed by the State and Federal Governments. Exemption certificates will be provided upon request. Should any taxes be determined to be due and owed by the Contractor; Contractor shall be responsible for same.

3.14. Retention Of Records And Right To Access Clause

The successful proposer shall preserve and make available all financial records, supporting documents, statistical records and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these (5) years, the records shall be retained until resolution of audit finding.

3.15. Litigation Venue

The Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

3.16. Government Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items/services offered on the proposal prior to delivery/performance, it shall be the responsibility of the Contractor to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City of Margate reserves the right to accept any such alteration, including any price adjustments occasioned hereby, or to cancel the contract at no further expense to the City.

3.17. OSHA

Proposer warrants that the product supplied to the City of Margate conforms in all respects to the standards set forth in the Occupational Safety and Health Act and its amendments and to any applicable industry standards.

3.18. Notices

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

3.19. Liability For Damage

The Contractor shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Contract Documents to be provided by the CITY) to property at the site caused in whole or in part by the Contractor, a sub-contractor of the Contractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.

3.20. WAIVER OF JURY TRIAL

CITY AND PROPOSER/CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE RFP PROPOSAL AND SUBSEQUENT

CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

3.21. Working Hours And Inspections

The City of Margate's working hours are Monday through Thursday 8 AM – 6 PM. Contractor can perform work Monday – Saturday from 7 AM – 7 PM. Work on Sunday is not permitted unless a special request is made to the CITY 48 hours in advance. All requests must be approved by the City Manager of the City of Margate.

3.22. Point Of Contact

All Proposers are directed to make all contact regarding this solicitation and during the evaluation process of this project through the Purchasing Division of the City of Margate as stated previously in this RFP document. Proposers are not to contact any member of the selection/evaluation committee.

3.23. Warranty

Contractor warrants that all equipment and materials to be supplied pursuant to the Agreement will be merchantable, of good quality and free from defects, whether patent or latent in material and workmanship.

Contractor warrants all materials and workmanship for a minimum of one (1) year from date of completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger periods of time as may be prescribed by law, any of the work is found to be defective or not in accordance with the contract documents, Contractor shall promptly after receipt of written notice from the City to do so, correct the work unless the City has previously given Contractor a written acceptance of such condition. This obligation shall survive termination of the contract.

Warranty of Fitness for a Particular Purpose – Contractor warrants the equipment shall be fit for and sufficient for the purpose(s) intended and outlined within this proposal package. Contractor understands and agrees that the City is relying upon the skill of the Contractor in furnishing the equipment suitable for the purpose stated. If the equipment cannot be used in the manner stated in the proposal, then the City, at its sole discretion, may return the equipment to the Contractor for a full refund of any and all monies paid for the equipment.

Warranty of Title – Contractor warrants that all equipment delivered under the contract shall be of new manufacture and that Contractor possesses good and clear title to said equipment and there are no pending liens, claims or encumbrances whatsoever against said equipment.

3.24. Permits, Fees And Notices

Contractor shall secure and pay for all permits, fees, licenses and charges necessary for the proper execution and completion of the work. The costs of all permits, fees, licenses and charges shall be included in the price Proposal, except where expressly noted in the Agreement.

4. Forms

4.1 Introduction

Each Proposer must complete and submit the twenty-one (21) forms included in this Section 4 of the RFP. A Proposer may be disqualified if its forms are not completed fully and in compliance with the instructions contained herein.

RFP Proposal Form No.2015-010

Form 1	Proposer's Statement of Organization
Form 2	Experience
Form 3	Staffing
Form 4	Subcontractors
Form 5	Vehicles for Manual Collection of Solid Waste
Form 6	Vehicles for Automated Collection of Solid Waste
Form 7	Vehicles for Separate Collection of Bulk Waste
Form 8	Vehicles for Separate Collection of Yard Waste
Form 9	Vehicles for Collection of Commingled Waste
Form 10	Vehicles for Collection of Multifamily and Commercial Solid Waste
Form 11	Vehicles for Collection Recyclable Materials
Form 12	Public Entity Crimes
Form 13	Non-Collusive Affidavit
Form 14	Drug-Free Workplace
Form 15	Acknowledgement of Addenda
Form 16	Certification to Accuracy of Proposal
Form 17	Proposal Security
Form 18	Proposal Bond
Form 19	Certification of Cost Forms
Form 20	Compliance with Occupational Safety and Health Act
Form 21	Cost Forms



RFP PROPOSAL FORM NO. 2015-010

PROPOSAL TO: **CITY COMMISSION**
 CITY OF MARGATE

1. The undersigned Proposer proposes and agrees, if this proposal is accepted, to enter into an Agreement with the City in the form included in the Contract Documents to perform the work as specified or indicated in said Contract Documents entitled:

REQUEST FOR PROPOSAL (RFP) 2015-010 GARBAGE AND RECYCLING SERVICES

2. Proposer accepts all of the terms and conditions of the RFP Documents including disposition of the Proposal Security if required.

3. The RFP will remain open until a contract is awarded unless otherwise required by law. Proposer will enter into an Agreement with the City, and will furnish the insurance certificates, Performance Bond (if required by the Contract Documents).

4. It is the Proposer's responsibility to contact the City prior to the RFP submission date and time to determine if any addenda have been issued on the project. Proposer has examined copies of all the Contract Documents including the following addenda (receipt of which is acknowledged):

Number _____

Date _____

5. Proposer has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, performance of the work and has made such independent investigations as Proposer deems necessary.

6. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal. Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.

To all the foregoing, and including all Proposal Schedule(s) and Information Required of

Proposer contained in this Proposal Form, said Proposer further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment thereof the Contract Price based on the Total Proposal Price(s) submitted and agreed upon.

NAME OF FIRM:_____

ADDRESS: _____

NAME OF SIGNER_____

(Print or Type)

TITLE OF SIGNER_____

SIGNATURE:_____ DATE:_____

TELEPHONE NO.:_____ FACSIMILE NO. _____

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Form 1
Proposer's Statement of Organization

1. Full Name of Proposer's Business:

2. Proposer's Principal Business Address:

3. Name, phone number, and e-mail address of Proposer's contact person:

4. Form of Proposer's Business Concern (i.e., Corporation, Partnership, Joint Venture, Other):

5. Provide names of partners (if any) and officers.

Name

Address

Title

6. If Proposer is a corporation, identify the state where the Proposer was incorporated and the date of incorporation:

7. If the Proposer is a foreign corporation, please identify:

(a) The date of registration with the Florida Secretary of State

(b) The name of the Proposer's Registered Agent

Form 1
Proposer's Statement of Organization
(Continued)

(c) The address of the Proposer's Registered Agent

8. If the Proposer is a corporation, provide the names and addresses of the Proposer's President, Vice President, and Treasurer. If the Proposer is a limited liability company, provide the name(s) and address(es) of the manager or managing members.

9. If the Proposer is a Joint Venture or Partnership, identify the date of the joint venture/partnership agreement:

10. Provide the Proposer's Federal Employer Identification Number:

Form 2 Experience

Each Proposer shall use this form to identify comparable work it has performed. Each Proposer is encouraged to identify its most recent comparable jobs in Florida. The Proposer shall use this form to describe up to ten (10) comparable projects. Please copy this Form 2 and use a separate copy for each comparable job.

Name of Reference (i.e., City, County or other government entity): _____

Address of Reference: _____

Principal Contact Person for the Reference: _____

Phone number for Contact Person: _____

E-mail address (if available) for Contact Person: _____

Year Contract Initiated with Reference: _____

Year Contract Expired with Reference: _____

Number of Curbside Residential Customers Served – Solid Waste: _____

Method of Curbside Solid Waste Collection (i.e., manual collection with cans or automated/semi-automated collection with carts): _____

Number of Curbside Residential Customers Served – Recyclables: _____

Method of Curbside Recyclables Collection (i.e., bins with manual collection, or carts with automated/semi-automated collection): _____

Number of Curbside Residential Customers Served - Bulk Waste: _____

Number of Curbside Residential Customers Served – Yard Waste: _____

Number of Commercial Customers Service – Solid Waste: _____

Yards of Commercial Solid Waste Serviced Annually: _____

**Form 3
Staffing**

1. Provide an organizational chart for professional or management level staff positions that will be used by the Proposer in order to provide Solid Waste Collection services for the City.
2. With regard to the staff positions identified in response to No. 1, above, provide a narrative description of the duties and responsibilities of each staff position and the qualifications required for each position.
3. Proposers must provide a District Manager, a Maintenance Director, and a Supervisor who will be accessible to the City at all times. With regard to the individuals identified by the Proposer to fill these three (3) positions, please indicate whether any such individual will be used to service any contract or franchise agreement for other cities or communities.
4. For each member of the professional or management staff that will be responsible for providing services to the City of Margate, provide a resume describing the individual's areas of expertise and experience. Resumes must include the following information; however, additional information also may be provided by the Proposer.

-
- A. Name & Title
 - B. Assignment on City's Project
 - C. Years of Experience with:
 - The Proposer's Company
 - Other Similar Companies
 - D. Education:
 - Degree(s)
 - Year/Specialization
 - E. Summary of Professional Training and Experience
 - F. Other Relevant Experience and Qualifications

Form 4
Subcontractors

If the Proposer will use any subcontractors, the Proposer shall provide: (a) the name and address of each subcontractor; (b) the name and telephone number of the subcontractor's contact person; (c) a description of the work that will be performed by each subcontractor; and (d) the percent of the work that will be performed by the subcontractor.

DRAFT

Form 5
Vehicles For Manual Collection Of Solid Waste

(This service may only be provided until March 1, 2016 if the Contractor requires additional time to obtain equipment to service the City utilizing automated Collection Vehicles.)

(Complete one form for each manufacturer, model, and type of Collection vehicle)

1. Manufacturer and Model: _____
2. Number of Collection Vehicles by Age:
 - New < 6 months _____
 - 6 months < 1 Year _____
 - 1 Year < 2 Years _____
 - 2 Years < 3 Years _____
 - 3 Years < 4 Years _____
 - 4 Years < 5 Years _____
 - 5 Years < 6 Years _____
 - 6 Years < 7 Years _____
 - 7 Years < 8 Years _____
 - 8 Years < 9 Years _____
 - 9 Years < 10 Years _____
3. Body:
 - A. Rated Capacity(ies): _____ cubic yards
 - B. Practical or Net Capacity(ies): _____ cubic yards
 - C. Weight:
 - GVW: _____ lbs
 - Tare: _____ lbs
4. Will the vehicles be owned, leased, or other? _____
5. Fuel type: _____

Form 6
Vehicles For Automated Collection Of Solid Waste

(Complete one form for each manufacturer, model, and type of Collection vehicle and indicate any differences for the two options available for automated Solid Waste Collection)

1. Manufacturer and Model: _____
2. Number of Collection Vehicles by Age:

New < 6 months	_____
6 months < 1 Year	_____
1 Year < 2 Years	_____
2 Years < 3 Years	_____
3 Years < 4 Years	_____
4 Years < 5 Years	_____
5 Years < 6 Years	_____
6 Years < 7 Years	_____
7 Years < 8 Years	_____
8 Years < 9 Years	_____
9 Years < 10 Years	_____
3. Body:
 - A. Rated Capacity(ies): _____ cubic yards
 - B. Practical or Net Capacity(ies): _____ cubic yards
 - C. Weight:

GVW:	_____ lbs
Tare:	_____ lbs
4. Will the vehicles be owned, leased, or other? _____
5. Fuel type: _____

Form 7
Vehicles For Separate Collection Of Bulk Waste

(Complete one form for each manufacturer, model, and type of Collection vehicle and indicate any differences for the two separate Bulk Waste options (weekly and monthly))

1. Manufacturer and Model: _____
2. Number of Collection Vehicles by Age:
 - New < 6 months _____
 - 6 months < 1 Year _____
 - 1 Year < 2 Years _____
 - 2 Years < 3 Years _____
 - 3 Years < 4 Years _____
 - 4 Years < 5 Years _____
 - 5 Years < 6 Years _____
 - 6 Years < 7 Years _____
 - 7 Years < 8 Years _____
 - 8 Years < 9 Years _____
 - 9 Years < 10 Years _____
3. Body:
 - A. Rated Capacity(ies): _____ cubic yards
 - B. Practical or Net Capacity(ies): _____ cubic yards
 - C. Weight:
 - GVW: _____ lbs
 - Tare: _____ lbs
4. Will the vehicles be owned, leased, or other? _____
5. Fuel type: _____

Form 8
Vehicles For Separate Collection Of Yard Waste

(Complete one form for each manufacturer, model, and type of Collection vehicle)

1. Manufacturer and Model: _____
2. Number of Collection Vehicles by Age:
 - New < 6 months _____
 - 6 months < 1 Year _____
 - 1 Year < 2 Years _____
 - 2 Years < 3 Years _____
 - 3 Years < 4 Years _____
 - 4 Years < 5 Years _____
 - 5 Years < 6 Years _____
 - 6 Years < 7 Years _____
 - 7 Years < 8 Years _____
 - 8 Years < 9 Years _____
 - 9 Years < 10 Years _____
3. Body:
 - A. Rated Capacity(ies): _____ cubic yards
 - B. Practical or Net Capacity(ies): _____ cubic yards
 - C. Weight:
 - GVW: _____ lbs
 - Tare: _____ lbs
4. Will the vehicles be owned, leased, or other? _____
5. Fuel type: _____

Form 9
Vehicles For Collection Of Commingled Waste

(Complete one form for each manufacturer, model, and type of Collection vehicle)

1. Manufacturer and Model: _____
2. Number of Collection Vehicles by Age:
New < 6 months _____
6 months < 1 Year _____
1 Year < 2 Years _____
2 Years < 3 Years _____
3 Years < 4 Years _____
4 Years < 5 Years _____
5 Years < 6 Years _____
6 Years < 7 Years _____
7 Years < 8 Years _____
8 Years < 9 Years _____
9 Years < 10 Years _____
3. Body:
 - A. Rated Capacity(ies): _____ cubic yards
 - B. Practical or Net Capacity(ies): _____ cubic yards
 - C. Weight:
GVW: _____ lbs
Tare: _____ lbs
4. Will the vehicles be owned, leased, or other? _____
5. Fuel type: _____

Form 10
Vehicles For Collection Of Multifamily and Commercial Solid Waste

(Complete one form for each manufacturer, model, and type of Collection vehicle and describe any differences that may occur with and without owner-occupied multifamily being included in the franchise)

1. Manufacturer and Model: _____
2. Number of Collection Vehicles by Age:
 - New < 6 months _____
 - 6 months < 1 Year _____
 - 1 Year < 2 Years _____
 - 2 Years < 3 Years _____
 - 3 Years < 4 Years _____
 - 4 Years < 5 Years _____
 - 5 Years < 6 Years _____
 - 6 Years < 7 Years _____
 - 7 Years < 8 Years _____
 - 8 Years < 9 Years _____
 - 9 Years < 10 Years _____
3. Body:
 - A. Rated Capacity(ies): _____ cubic yards
 - B. Practical or Net Capacity(ies): _____ cubic yards
 - C. Weight:
 - GVW: _____ lbs
 - Tare: _____ lbs
4. Will the vehicles be owned, leased, or other? _____
5. Fuel type: _____
6. Describe any differences for owner-occupied multifamily being included and not included:

Form 11
Vehicles For Collection Of Recyclable Materials

(Complete one form for each manufacturer, model, and type of Collection vehicle and describe any differences that may occur with and without owner-occupied multifamily being included in the franchise)

1. Manufacturer and Model: _____
2. Number of Collection Vehicles by Age:
 - New < 6 months _____
 - 6 months < 1 Year _____
 - 1 Year < 2 Years _____
 - 2 Years < 3 Years _____
 - 3 Years < 4 Years _____
 - 4 Years < 5 Years _____
 - 5 Years < 6 Years _____
 - 6 Years < 7 Years _____
 - 7 Years < 8 Years _____
 - 8 Years < 9 Years _____
 - 9 Years < 10 Years _____
3. Body:
 - A. Rated Capacity(ies): _____ cubic yards
 - B. Practical or Net Capacity(ies): _____ cubic yards
 - C. Weight:
 - GVW: _____ lbs
 - Tare: _____ lbs
4. Will the vehicles be owned, leased, or other? _____
5. Fuel type: _____
6. Describe any differences for owner-occupied multifamily being included and not included:

Form 12
Public Entity Crimes

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Margate, Florida, by _____

(print individual's name and title)

For _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e) Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Form 12
Public Entity Crimes
(continued)

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. Indicate which statement applies.

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administration Hearings and the Final Order entered by the Administrative Law Judge determined that it was not in the public interest to place the person or entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 2015.

Personally known _____

OR Produced Identification _____ Notary Public - State of _____

(Type of identification)

(Printed typed or stamped
commissioned name of notary public)

Form 13
Non-Collusive Affidavit

State of _____)
County of _____)ss.

_____ being first duly sworn, deposes and
says that:

He/she is the _____, (Owner, Partner, Officer,
Representative or Agent) of _____, the Proposer that has
submitted the attached Proposal;

He/she is fully informed regarding the preparation and contents of the attached
Proposal and of all pertinent circumstances regarding such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have in any
way colluded, conspired, connived or agreed, directly or indirectly, with any other
Proposer, firm, or Person to submit a collusive or sham Proposal in connection with
the work for which the attached Proposal has been submitted; or to refrain from
submitting a Proposal in connection with such work; or have in any manner, directly or
indirectly, sought by agreement or collusion, or communication, or conference with
any 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 elements 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 (Recipient), or
any Person interest in the proposed work;

The prices quoted in the attached Proposal are fair and proper and are not tainted by
any collusion, conspiracy, connivance, or unlawful agreement on the part of the
Proposer or any of its agents, representatives, owners, employees or parties of
interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness By _____

Witness Printed Name

Title

Form 13
Non-Collusive Affidavit
(continued)

State of Florida

County of _____

On this the _____ day of _____, 2015, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
And official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

Notary Public, State of Florida

(Name of Notary Public: Print, Stamp, or
Type as Commissioned)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath

Form 14
Drug-Free Workplace

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors have a Drug-free Workplace program in effect the City reserves the right to make final Decisions in the City's best interest. 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 prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the Proposer's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation. If Proposer's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF PROPOSER:_____DATE:_____

Form 15
Acknowledgement of Addenda

The Proposer hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this RFP. The Proposer acknowledges that it is solely responsible for ensuring that it is aware of, and in receipt of, all addenda.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF PROPOSER'S AGENT	TITLE OF PROPOSER'S AGENT	SIGNATURE OF PROPOSER'S AGENT

Form 16
Certification to Accuracy of Proposal

Proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents submitted to the City in support of Proposer's proposal are true and accurate. If the Proposer fails to attest to the truth and accuracy of such forms, affidavits and documents, the Proposer's proposal shall be deemed non-responsive and the proposal will not be considered by the City.

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

1. He/She is _____ [insert title of Proposer's agent] on behalf of _____ [insert name of the Proposer], which is submitting the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All forms, affidavits and documents submitted in support of this proposal are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted and;

[THIS SPACE INTENTIONALLY LEFT BLANK]

Form 16

Certification to Accuracy of Proposal (continued)

5. No information that is included in such forms, affidavits or documents is false or misleading.

Signature of Proposer's Agent

Printed Name of Proposer's Agent

Title of Proposer's Agent

Date _____

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

STATE OF _____)
COUNTY OF _____) SS:

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this _____ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires:

Form 17
Proposal Security

Each Proposal shall be accompanied by a proposal security in the form of a cashier's check, certified check, or money order, drawn on a U.S. Bank, in U.S. dollars, and payable to the City of Margate in the amount of Fifty Thousand Dollars (\$50,000.00). In the alternative, a Proposer may submit a proposal bond executed by a surety on Form 18 (Proposal Bond).

ATTACH CASHIER'S CHECK, CERTIFIED CHECK, OR MONEY ORDER HERE

Form 18
Proposal Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____,
_____, as Principal, and _____

as Surety, are hereby held and firmly bound unto the City of Margate, a political subdivision of the State of Florida, and the City Council, in the penal sum of Fifty Thousand Dollars (\$50,000.00), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, and our successors and assigns.

Signed this _____ day of _____, 2015.

The condition of the above obligation is such that the Principal has submitted a certain Proposal to the City of Margate, Florida, pursuant to the City's Request for Proposals (RFP No. 2015-010) and, under such Proposal, the Principal shall enter into an Exclusive Franchise Agreement with the City. The Principal's Proposal is attached hereto and made a part hereof.

NOW, THEREFORE,

- (a) If said Proposal is rejected by the City, then this obligation shall be void;
- (b) If said Proposal is accepted by the City and the Principal executes and delivers the Agreement (properly completed in accordance with said Proposal) and furnishes a certificate of insurance, performance bond, and parent corporation guarantee, and shall in all other respects perform in compliance with the RFP and the Agreement, then this obligation shall be void;
- (c) Except as provided in (a) and (b), above, this obligation shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the City may accept the Proposal, and said Surety does hereby waive notice of any such extension. The Surety hereby attests and confirms that the Surety: has a resident agent in the State of Florida; is rated "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide; is listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds; and has been in business for at least five (5) years.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

By: _____ (L.S.)

By: _____ (L.S.)

Title: _____

Title: _____

Form 18
Proposal Bond
(continued)

Witness

Signature of Witness

Print Name of Witness

Witness

Signature of Witness

Print Name of Witness

Witness

Signature of Witness

Print Name of Witness

Witness

Signature of Witness

Print Name of Witness

Form 19
Certification of Cost Forms

The undersigned hereby certifies as follows:

1. I _____ [insert name of Proposer's agent], on behalf of _____ [insert name of Proposer], have personally and carefully examined the specifications and instructions for the work to be done for the City of Margate, as set forth in the City's RFP (RFP No. 2015-010), and I am duly authorized to execute this proposal on behalf of the Proposer.
2. By signing and submitting this proposal in response to the City's RFP, the Proposer acknowledges and agrees that:
 - a. the Proposer has carefully read the RFP, including the City's "Exclusive Franchise Agreement" ("Agreement" or "Draft Agreement");
 - b. the Proposer has become fully informed about the local conditions, including the nature and extent of the work to be performed, and has examined and evaluated all relevant issues;
 - c. the Proposer understands and accepts the conditions and limitations contained in the RFP and the Agreement;
 - d. the Proposer's proposal is not contingent upon any conditions, limitations, or changes to the RFP or Agreement;
 - e. the Proposer's proposal is a binding offer that will remain in effect and be available to the City for one hundred twenty (120) days after the submittal of this proposal;
 - f. if selected by the City, the Proposer shall execute the Agreement and provide the required insurance, parent corporation guarantee, and Performance Bond, within fifteen (15) days of receiving the City's written notice of award;
 - g. if selected by the City, the Proposer will provide all of its services under the Agreement in compliance with the terms and conditions contained in the Agreement, at the Rates set forth on the Proposer's Cost Forms (Form 21), which are attached to this proposal; and
 - h. the Proposer has sought and received the assistance of legal counsel, as necessary, before submitting his proposal in response to the City's RFP.

Form 19
Certification of Cost Forms
(continued)

Dated this _____ day of _____, 2015.

PROPOSER

Signature of President/Partner/Owner

Printed Name of President/Partner/Owner

Signature of Secretary

Printed Name of Secretary

Name of Proposer

The Proposer is an individual: _____; Partnership: _____; Corporation: _____; or other business entity: _____; and is authorized to do business in the State of Florida.

Signature Instructions:

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

If the Proposer is a PARTNERSHIP, the full name of each partner should be listed, followed by the name that the Proposer is doing business as. Any partner may sign the form.

If the Proposer is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should be provided and any name that the Proposer is doing business as.

If the Proposer is operating as any other type of business entity, the name(s) of the Proposer's authorized representative(s) must be listed and the authorized representative(s) must sign the form. A copy of the appropriate documents evidencing legal binding authority to sign on behalf of the Proposer must be furnished to the City as part of the proposal.

Form 20
Compliance with Occupational Safety and Health Act

Proposer certifies that all material, equipment, etc. contained in this proposal meets all O.S.H.A. requirements. Proposer further certifies that if he/she is the Successful Proposer, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the Proposer.

**OCCUPATIONAL HEALTH AND SAFETY MATERIAL SAFETY DATA SHEET
REQUIRED:**

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this proposal must be accompanied by a MATERIAL SAFETY DATA SHEET (MSDS). The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substances, including:
 - 1. The potential for fire, explosion, corrosivity and reactivity;
 - 2. the known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3. the primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

SIGNATURE: _____ DATE: _____

Form 21
Cost Forms

Rates for Collection Services

The Proposer shall complete the following Cost Form tables with their Rates for the Proposer to provide the services as described in this RFP. Regardless of whether it changes the Proposers Rates, the Proposer shall provide Rates with owner-occupied multifamily included and without owner-occupied multifamily included in the exclusive franchise. However, if the City Commission chooses not to initially include owner-occupied multifamily and at any time throughout the Agreement the number of owner-occupied multifamily units that choose to join the exclusive franchise meet or exceed seventy-five percent (75%) of the total number of owner-occupied multifamily units in the City, the City shall have the option to utilize the Rates provided by the Proposer under the column **"With Owner-Occupied Multifamily Included."**

The following Cost Form table (Table 1) is for the Rates applicable to the Collection of Solid Waste from Residential Curbside Solid Waste Customers. The rates included in Table 1 are inclusive of all fees and costs for the Proposer to collect and dispose of said Waste Streams.

TABLE 1 – RATES FOR RESIDENTIAL CURBSIDE COLLECTION OF SOLID WASTE		
	<u>Without Owner-Occupied Multifamily Included</u>	<u>With Owner-Occupied Multifamily Included</u>
<i>Solid Waste Collection (Carts –3.i.a.)</i>		
Fees for Garbage Cart Capacity up to 130 Gallons		
Collection	\$ /Unit/Month	\$ /Unit/Month
Disposal	\$ /Unit/Month	\$ /Unit/Month
Additional Fees for Garbage Cart Capacity in Excess of 130 Gallons		
Collection	\$ /Unit/Month	\$ /Unit/Month
Disposal	\$ /Unit/Month	\$ /Unit/Month
<i>Solid Waste Collection (PAYT –3.i.b.)</i>		
35-Gallon Carts		
Collection	\$ /Cart/Month	\$ /Cart/Month
Disposal	\$ /Cart/Month	\$ /Cart/Month
65-Gallon Carts		
Collection	\$ /Cart/Month	\$ /Cart/Month
Disposal	\$ /Cart/Month	\$ /Cart/Month
95-Gallon Carts		
Collection	\$ /Cart/Month	\$ /Cart/Month
Disposal	\$ /Cart/Month	\$ /Cart/Month

**Form 21
Cost Forms
(continued)**

The following Cost Form table (Table 2) is for the Rates applicable to the Collection of Bulk Waste, Yard Waste, and Commingled Waste from Residential Curbside Solid Waste Customers. The Rates included in Table 2 are inclusive of all fees and costs for the Proposer to collect and dispose of said Waste Streams.

TABLE 2 – RATES FOR RESIDENTIAL CURBSIDE COLLECTION OF BULK WASTE, YARD WASTE, AND COMMINGLED WASTE		
	<u>Without Owner-Occupied Multifamily Included</u>	<u>With Owner-Occupied Multifamily Included</u>
<i>Commingled Waste Weekly Collection (3.iii.a.)</i>		
Collection	\$ /Unit/Month	\$ /Unit/Month
Disposal	\$ /Unit/Month	\$ /Unit/Month
<i>Separate Weekly Yard Waste Collection and Separate Weekly Bulk Waste Collection (3.iii.b.)</i>		
Collection	\$ /Unit/Month	\$ /Unit/Month
Disposal	\$ /Unit/Month	\$ /Unit/Month
<i>Separate Weekly Yard Waste Collection and Separate Monthly Bulk Waste Collection (3.iii.c.)</i>		
Collection	\$ /Unit/Month	\$ /Unit/Month
Disposal	\$ /Unit/Month	\$ /Unit/Month

The following Cost Form table (Table 3) is for the Rates applicable to the Collection of Recyclable Materials from Residential Recycling Customers and Multifamily Recycling Customers. The Rates included in Table 3 are inclusive of all fees and costs for the Proposer to collect Recyclable Materials and the cost for the optional recycling rewards program.

TABLE 3 – RATES FOR RECYCLABLE MATERIALS COLLECTION		
	<u>Without Owner-Occupied Multifamily Included</u>	<u>With Owner-Occupied Multifamily Included</u>
<i>Recycling Collection</i>		
Curbside Residential	\$ /Unit/Month	\$ /Unit/Month
Multifamily (Carts)	\$ /Unit/Month	\$ /Unit/Month
Multifamily (Dumpster)	\$ /yd./Collection	\$ /yd./Collection
<i>Recycling Rewards Program</i>		
Curbside Residential	\$ /Unit/Month	\$ /Unit/Month
Multifamily	\$ /Unit/Month	\$ /Unit/Month

**Form 21
Cost Forms
(continued)**

The following Cost Form table (Table 4) is for the Rates applicable to the Collection of Solid Waste and Bulk Waste from Multifamily Solid Waste Customers. The Rates included in Table 4 are inclusive of all fees and costs for the Proposer to collect and dispose of said Waste Streams.

TABLE 4 – RATES FOR MULTIFAMILY SOLID WASTE COLLECTION (INCLUDES MONTHLY BULK)		
	<u>Without Owner-Occupied Multifamily Included</u>	<u>With Owner-Occupied Multifamily Included</u>
<i>Carts</i>		
Collection	\$ /Cart/Month	\$ /Cart/Month
Disposal	\$ /Cart/Month	\$ /Cart/Month
<i>Dumpsters (Non-Compacted)</i>		
Collection	\$ /yd./Collection	\$ /yd./Collection
Disposal	\$ /yd./Collection	\$ /yd./Collection
<i>Dumpsters (Compacted)</i>		
Collection	\$ /yd./Collection	\$ /yd./Collection
Disposal	\$ /yd./Collection	\$ /yd./Collection
<i>Rolloffs</i>		
Delivery	\$	\$
Collection	\$ /Pull	\$ /Pull
Disposal	Based On Weight	Based On Weight

**Form 21
Cost Forms
(continued)**

The following Cost Form table (Table 5) is for the Rates applicable to the Collection of Solid Waste from Commercial Customers. The Rates included in Table 5 are inclusive of all fees and costs for the Proposer to collect and dispose of said Waste Streams.

TABLE 5 – RATES FOR COMMERCIAL SOLID WASTE COLLECTION		
	<u>Without Owner-Occupied Multifamily Included</u>	<u>With Owner-Occupied Multifamily Included</u>
<i>Carts</i>		
Collection	\$ /Cart/Month	\$ /Cart/Month
Disposal	\$ /Cart/Month	\$ /Cart/Month
<i>Dumpsters (Non-Compacted)</i>		
Collection	\$ /yd./Collection	\$ /yd./Collection
Disposal	\$ /yd./Collection	\$ /yd./Collection
<i>Dumpsters (Compacted)</i>		
Collection	\$ /yd./Collection	\$ /yd./Collection
Disposal	\$ /yd./Collection	\$ /yd./Collection
<i>Rolloffs</i>		
Delivery	\$	\$
Collection	\$ /Pull	\$ /Pull
Disposal	Based On Weight	Based On Weight

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Form 21
Cost Forms
(continued)

The following cost proposal table (Table 6) is for the rates applicable to the additional services identified in the table. The rates included in Table 6 are inclusive of all fees and costs for the Proposer to provide the specified services including disposal (if applicable).

TABLE 6 – RATES FOR ADDITIONAL SERVICES		
	<u>Without Owner-Occupied Multifamily Included</u>	<u>With Owner-Occupied Multifamily Included</u>
<i>Replacement or Additional Residential Garbage and Recycling Carts (One-time Fee)</i>		
35-Gallon Cart	\$ /Cart	\$ /Cart
65-Gallon Cart	\$ /Cart	\$ /Cart
95-Gallon Cart	\$ /Cart	\$ /Cart
Delivery Fee (if applicable)	\$ /Delivery	\$ /Delivery
<i>Supplemental Bulk Collections</i>		
Collection	\$ /yd.	\$ /yd.
Disposal	\$ /yd.	\$ /yd.
<i>Wastewater Treatment Plant Containers for Wastewater Material</i>		
Disposal	\$ /yd.	\$ /yd.

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**Form 21
Cost Forms
(continued)**

The following cost proposal table (Table 7) is the generation factors that were used to calculate the disposal costs in Tables 1-2 and 4-6. The Proposer's generation factors shall be used throughout the term of the Agreement (including any renewals) unless otherwise agreed upon with the City. Proposers shall use the generation factors provided here along with the following current per ton disposal/processing rates to determine the disposal component of their Rates: Solid Waste - \$42.11, Yard Waste - \$27.41, and Bulk Waste - \$33.50.

TABLE 7 – GENERATION FACTORS		
	<u>Without Owner-Occupied Multifamily Included</u>	<u>With Owner-Occupied Multifamily Included</u>
<i>Residential Curbside Collection Services</i>		
Cart Based Solid Waste Collection - 3.i.a. (Tons per Unit per Year)		
Cart Based Solid Waste Collection - 3.i.a. – Excess Cart Capacity (Tons per Unit per Year)		
PAYT Cart Based Solid Waste Collection - 3.i.b. (Tons per Cart per Year)		
35-Gallon Cart		
65-Gallon Cart		
95-Gallon Cart		
Weekly Commingled Collection (Tons per Household per Year)		
Separate Weekly Yard Waste Collection (Tons per Household per Year)		
Separate Weekly Bulk Collection (Tons per Household per Year)		
Separate Monthly Bulk Waste Collection (Tons per Household per Year)		
<i>Multifamily Collection Services</i>		
Carts (Tons per Cart per Year)		
Dumpsters - Loose (Pounds per Yard per Collection)		
Dumpsters – Compacted (Pounds per Yard per Collection)		
<i>Commercial Collection Services</i>		
Carts (Tons per Cart per Year)		
Dumpsters – Loose (Pounds per Yard per Collection)		
Dumpsters - Compacted (Pounds per Yard per Collection)		

5. ATTACHMENTS

Attachment A **Draft Franchise Agreement**

DRAFT

Attachment B
**Non-Exclusive Franchise Agreement for Waste Collection for Multi-Family
Municipal Solid Waste and for Commercial Non-Municipal Solid Waste**

DRAFT