

TOWN OF SOUTHWEST RANCHES, FLORIDA



REQUEST FOR PROPOSALS SOLID WASTE, RECYCLABLES, AND BULK WASTE COLLECTION AND DISPOSAL

RFP No. 17-003

Publication Date:	February 17, 2017
Mandatory Pre-Proposal Meeting:	March 2, 2017, 10:00 a.m.
Opening Date/Time:	March 31, 2017, 11:00 a.m.
Submit To:	Mara Semper Procurement and Budget Officer 13400 Griffin Road Southwest Ranches, Florida 33330-2628

TOWN OFFICIALS

Doug McKay, Mayor

Steve Breitreuz, Vice Mayor

Freddy Fisikelli, Council Member

Gary Jablonski, Council Member

Denise “Dee” Schroeder, Council Member

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin Sherwood, Town Financial Administrator

Sandra Luongo, General Services Manager

Keith M. Poliakoff, Town Attorney

TABLE OF CONTENTS

CONTRACT DATA.....	5
PUBLIC NOTICE OF REQUEST FOR PROPOSALS.....	6
I. INSTRUCTIONS TO PROPOSERS	7
A. Purpose	7
B. Schedule.....	7
C. Proposal Submittal.....	7
D. Proposal Withdrawal	8
E. Questions	8
F. Addenda.....	8
G. Cone of Silence.....	9
H. Guarantees.....	9
I. Reserved Rights of the Town	9
J. Public Entity Crimes	10
K. Conflict of Interest	10
L. Written Contract	10
M. Public Records Law	11
II. CURRENT SERVICES, FEES, AND TONNAGE.....	11
III. SCOPE OF SERVICES	15
A. Contract Term	15
B. Residential Collection and Disposal Services	15
C. Commercial Collection and Disposal Services	16
D. Service Fees.....	16
E. Other Terms and Conditions.....	16
IV. SUBMITTAL REQUIREMENTS	17
A. General Instructions.....	17
B. Proposal Content	17
V. PROPOSAL EVALUATION AND CONTRACT AWARD	21
A. Proposal Evaluation	21
B. Contract Negotiation and Award.....	22

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFP – Solid Waste, Recyclables, and Bulk Waste Collection and Disposal
RFP No. 17-003

VI. REQUIRED FORMS..... 22

- ATTACHMENT A DRAFT CONTRACT
- ATTACHMENT B SERVICE AREA AND CURRENT COLLECTION DAYS
- ATTACHMENT C TONNAGE DATA

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFP – Solid Waste, Recyclables, and Bulk Waste Collection and Disposal
RFP No. 17-003

CONTRACT DATA

Contract Title: Solid Waste, Recyclables, and Bulk Waste Collection and Disposal

Contract Number: RFP No.: 17-003

Contract Owner: Town of Southwest Ranches

Contract Address: 13400 Griffin Road
Southwest Ranches, FL 33330

Owner's Representative: Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954-434-0008
Fax: 954-434-1490

Designated Contract Manager: Sandra Luongo, General Services Manager
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954-434-0008
Fax: 954-434-1490

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFP – Solid Waste, Recyclables, and Bulk Waste Collection and Disposal
RFP No. 17-003

Date: February 17, 2017

PUBLIC NOTICE OF REQUEST FOR PROPOSALS

The Town of Southwest Ranches, Florida, hereinafter referred to as Town, will receive sealed proposals at the Procurement and Budget Officer's Office, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, Florida, 33330 until 11:00 a.m., March 31, 2017 at which time they will be publically opened for:

"RFP No.: 17-003, Solid Waste, Recyclables, and Bulk Waste Collection and Disposal"

The Town is soliciting proposals from responsive and responsible proposers for award of an exclusive franchise agreement to provide the following services: (1) collection of residential solid waste, recyclable materials, and bulk waste; (2) collection of commercial solid waste; and (3) processing and recycling/disposal of yard trash and bulk trash (combined referred to as bulk waste).

The RFP can be obtained through DemandStar, downloaded from the Southwest Ranches website at: <http://www.southwestranches.org/procurement/>, or by contacting Mara Semper at msemper@southwestranches.org or 954-434-0008.

A **mandatory** Pre-Proposal Meeting is scheduled for 10:00 a.m., March 2, 2017 at the Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330.

Proposals must be accompanied by Proposal Security in the amount of forty nine thousand dollars (\$49,000) as a guarantee that in the event the contract is awarded to the Proposer, it will promptly enter into a contract and furnish the required Insurance certificates and bonds as required by the terms of the RFP. In the event that a Proposer does not receive a contract award, the full amount of these funds will be returned within 45 days in accordance with the Florida Prompt Payment Act.

Any proposals delivered or received after 11:00 a.m. local time on March 31, 2017 will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the proposer.

In accordance with Florida Statutes, Section 119.071(1)(b)(2), proposals are exempt from public disclosure until such time as the Town provides notice of an intended award or until 30 days after the opening, whichever is earlier.

The Town reserves the right to reject all or any portions of any bid, to reject all bids, to waive any informality, non-material irregularity or technicality in any bid, to re-advertise for bids, or take any other such actions that may be deemed to be in the best interest of the Town.

Questions concerning this RFP should be sent via **email** to:

Mara Semper, Procurement and Budget Officer
Phone: 954-434-0008 Email: msemper@southwestranches.org

I. INSTRUCTIONS TO PROPOSERS

A. Purpose

The Town of Southwest Ranches, Florida, hereinafter referred to as the “Town,” is soliciting proposals from responsive and responsible Proposers for award of an exclusive Franchise Agreement, herein referred to as “Contract,” to provide the following services:

1. Residential Collection Service, which includes the collection of residential Solid Waste, Recyclable Materials, Yard Trash, and Bulk Trash, delivery of residential Recyclables to the Designated Materials Recovery Facility, and disposal of residential Solid Waste at the Designated Disposal Facility.
2. Commercial Collection Service, which includes collection of commercial Solid Waste and disposal at the Designated Disposal Facility.
3. Processing and disposal of residential Yard Trash and Bulk Trash, combined referred to as Bulk Waste, as described in this Request for Proposals (RFP).

Definitions used throughout this RFP are as defined in the draft Contract provided in Attachment A.

B. Schedule

The following schedule will be followed for this RFP. Firms not in attendance at the pre-proposal meeting shall be considered non-responsive and shall be disqualified from the RFP process.

Mandatory pre-proposal meetingMarch 2, 2017 at 10:00 a.m.
Deadline for receipt of written questionsMarch 17, 2017 at 4:00 p.m.
Proposal due dateMarch 31, 2017 at 11:00 a.m.

C. Proposal Submittal

Proposals submitted in response to this RFP must be received at the Procurement and Budget Officer’s Office by the date and time specified above. Proposals received after this date and time shall be returned to the sender unopened and will not be considered.

Proposals must meet the requirements of Section IV of this RFP and must be sealed with the following information clearly printed on the outer wrapping: Proposer’s name and business address and “RFP No. 17-003: Solid Waste, Recyclables, and Bulk Waste Collection and Disposal.”

Proposals must be mailed or hand delivered to the following address. Proposals submitted by facsimile or e-mail or in pencil shall not be accepted.

Mara Semper, Procurement and Budget Officer
13400 Griffin Road
Southwest Ranches, Florida 33330-2628

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFP – Solid Waste, Recyclables, and Bulk Waste Collection and Disposal
RFP No. 17-003

It is anticipated that proposals will be opened at 11:00 a.m. in the Town Hall Meeting Room, located at 13400 Griffin Road, Southwest Ranches, Florida 33330-2628 on the same date. At that time, only the identity of the Proposers will be read aloud. In accordance with Florida Statutes, Section 119.071, as amended, proposals are exempt from public disclosure until such time as the Town provides notice of an intended award or until thirty (30) days after the opening, whichever is earlier.

Proposers shall be fully acquainted with the conditions relating to execution of work required in this RFP. Proposers are to thoroughly examine the draft Contract provided in Attachment A. Failure of the Proposer to become acquainted with existing conditions and the scope of services will in no way relieve the Proposer of any obligation with respect to its submittal.

All proposals shall remain in effect for a period of one hundred and eighty (180) days after the last day on which proposals must be submitted. Proposers who unilaterally withdraw a proposal without permission of the Town before one hundred and eighty (180) days have elapsed from the date of the opening of proposals may be debarred and are subject to forfeiture of the proposal security.

The Town is not responsible for the Proposers' costs associated with preparation of proposals.

D. Proposal Withdrawal

Proposals may be withdrawn or modified if requested in writing and signed by a person duly authorized to do so and received at the same address to which the proposal was submitted prior to the deadline for submitting proposals.

E. Questions

Any questions or requests for clarification or additional information concerning this RFP should be e-mailed to the Procurement and Budget Officer:

Mara Semper
Email: msemper@southwestranches.org
Phone: 954-434-0008

The RFP number and title should be referenced on all correspondence and in the subject section of the email. **All questions must be received no later than the date and time specified in Section B above.** No questions will be received verbally and/or after the deadline.

F. Addenda

Any modifications, responses to questions, or clarifications to this RFP, if deemed necessary by the Town, will be in the form of addenda posted on DemandStar and the Town Website at <http://www.southwestranches.org/procurement/>. Proposers shall not

rely upon oral representations or discussions with Town staff, officials, or the Town's consultants.

G. Cone of Silence

A cone of silence is hereby imposed and made applicable to this RFP and in accordance with the Town's Procurement Code. The cone of silence shall become effective from the time this RFP is advertised, and shall terminate at the time that the Town Council meets to consider the Town Administrator's recommendation as to a final decision regarding a contract award, rejects all responses, or takes other action that ends the RFP process. During the effective time period of the cone of silence, any person or entity that submits a proposal, or that will be subject to evaluation under the terms of this RFP, shall not have any communication with members of the Town Council or the Selection Committee relative to this RFP, except the Procurement Budget Officer and when it may be required during such presentations or interviews that are part of the RFP process. Proposers who violate the cone of silence shall be subject to automatic disqualification from further consideration.

H. Guarantees

No guarantee or warranty is given or implied by the Town as to a minimum or total amount of services that may or may not be purchased from any resulting contract or award. The quantities and frequencies provided herein are for proposal purposes only and will be used for tabulation and presentation of the proposal. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

I. Reserved Rights of the Town

1. The Town reserves the right to cancel this RFP or to reject any or all proposals in whole or in part when it is in the best interest of the Town. The Town further reserves the right to waive any informalities or irregularities in any proposals received, to re-advertise the RFP with or without changes in the scope of work, to award a contract in whole or in part, or take any other such actions that may be deemed to be in the best interest of the Town.
2. The Town, at its discretion, reserves the right to inspect any/all Proposer's facilities to determine their capability of meeting the requirements for this RFP and the Contract to be awarded. Also, price, responsibility, and responsiveness of the Proposer, including the financial position, experience, staffing, equipment, materials, and references of Proposer, and past history of service by Proposer to the Town and/or with other units of State, and/or local governments in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or

ongoing services, the Town reserves the right to reduce the level of service within its sole discretion.

3. The Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of this RFP or any Contract awarded.

J. Public Entity Crimes

Pursuant to the provisions of Section 287.133(2)(a), Florida Statutes: “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 to 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.”

K. Conflict of Interest

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their proposals the name of any officer, director, partner, associate, agent, Advisory Board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

L. Written Contract

The successful Proposer shall be required to enter into a written Contract with the Town. The Contract shall be prepared by the Town and shall be substantially in the form of the draft Contract provided in Attachment A of this RFP. Revisions may be made to the draft Contract based on exceptions requested by the selected Proposer in its proposal and granted by the Town, the selected Proposer’s proposal, and other terms that may be required by the Town or its Procurement Code and acceptable to the Town Council.

No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council. The successful Proposer further understands and agrees that before commencing the work or before recommencing the work after a default or abandonment, the Contractor shall provide to the Town a certified copy of the recorded Payment Bond required hereunder, if any; and that notwithstanding the terms of the Contract or any other law governing prompt payment for construction services to the contrary, the Town shall not make any payment to the Contractor until the Contractor has recorded the Payment Bond, if any, and provided the Town with a certified copy, as required by section 255.05(1)(b), Florida Statutes.

M. Public Records Law

The Town is subject to Chapter 119, Florida Statutes, “Public Records Law.” No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed.

II. CURRENT SERVICES, FEES, AND TONNAGE

The Town currently has an exclusive franchise agreement with Southern Waste Systems (SWS) now called LGL Recycling (LGL). The agreement expires September 30, 2017.

Maps of the service area, which also note the current residential collection routes and days, are provided in Attachment B. The service area currently includes approximately 2,549 residential service units and 80 commercial customers. These estimates are provided for proposal purposes only; the Town makes no guarantee as to the number of customers that will be serviced.

Residential collection service currently includes the following:

- Twice per week manual collection of an unlimited amount of solid waste in customer-provided containers.
- Once per week collection of single-stream recyclable materials in recycling roll carts owned by the Town.
- Every other week collection of bulk waste (limited to 12 cubic yards per collection) to occur on the first solid waste collection day of that week. Bulk waste consists of yard trash and bulk trash. Yard trash and white goods must be recycled, as well as other materials to the extent practical. Bulk waste in excess of 12 cubic yards may be collected for an additional fee.
- Collection of construction and demolition (C&D) debris in roll-off containers is not included in the contractor’s exclusive services.

Additional services to the Town facilities are required as part of the agreement as listed in Table 1 below.

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFP – Solid Waste, Recyclables, and Bulk Waste Collection and Disposal
RFP No. 17-003

Table 1: Services at Town Facilities

Locations	Address	Service Frequency	# Garbage Carts	# Recycle Carts	Dumpster Size
Rolling Oaks Passive Open Space Park	17630 SW 56 Street	Twice weekly	6	4	4 yard
Sunshine Ranches Equestrian Park	5840 SW 148 Avenue	Twice weekly	6	4	N/A
Country Estates Fishing Hole Park	18900 Griffin Road	Twice weekly	3	1	N/A
Trailside Park	12498 Griffin Road	Twice weekly	1	1	N/A
Southwest Meadows Sanctuary/Calusa Corners	15900 Block of Griffin Road	Twice weekly	2	2	N/A
Fire Department	17220 Griffin Road	Twice weekly	3	2	N/A
Town Hall	13400 Griffin Road	Twice weekly	N/A	4	4 yard

LGL is responsible for processing bulk waste. Bulk trash and yard trash are delivered to several locations, including facilities in Southwest Ranches (Sterling Road and SW 196th Street), Pompano Beach (3831 Powerline Road), Pembroke Pines (2701 Pembroke Road), and Coconut Creek (2700 Wiles Road).

LGL delivers solid waste to a transfer station in Davie (122380 College Avenue) where it is transferred for disposal in the JED Landfill in St. Cloud. Recyclable materials are delivered to the Sun 2 facility in Pompano Beach (2281 NW 16th Street). Disposal and processing of these materials is conducted pursuant to a separate agreement with Sun-Bergeron Solid Waste Services, JV (Sun-Bergeron) that expires July 2, 2018 but which may be renewed for two additional five-year terms. LGL is responsible for paying all commercial disposal fees to the respective facilities.

The Town bills and collects payment from residents for collection and disposal service through a non-ad valorem assessment and remits payment for collection and disposal monthly to LGL. LGL is responsible for billing and collecting payment for commercial solid waste collection and disposal services, and for remitting a franchise fee to the Town of ten percent (10%) of all commercial collection service gross receipts.

Tables 2 and 3 provide the service fees for FY 2017.

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFP – Solid Waste, Recyclables, and Bulk Waste Collection and Disposal
RFP No. 17-003

Table 2: Residential Service Fee, FY 2017

Residential Service	Generation Factor (tons/unit/year)	Disposal Fee (\$/ton)	Monthly Fee per Unit
Solid Waste Collection			\$9.46
Recycling Collection			\$1.66
Bulk Waste Collection			\$3.55
Solid Waste Disposal	1.4799	\$43.90	\$5.41
Bulk Waste Processing/Disposal	2.3075	\$28.03	\$5.39
Total Residential Service Rate			\$25.47

Table 3: Commercial Service Fees, FY 2017

	Collection fee per cubic yard =		\$	3.82					
	Weight per cubic yard disposal factor =			125					
	Disposal fee per ton =		\$	43.90					
	Disposal portion of per cubic yard charge =		\$	2.74					
Pickups/Week		1	2	3	4	5	6	7	
Cubic Yards	Service	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate
1	Collection	\$ 16.54	\$ 33.08	\$ 49.62	\$ 66.16	\$ 82.70	\$ 99.24	\$ 115.78	
	Disposal	\$ 11.86	\$ 23.73	\$ 35.59	\$ 47.46	\$ 59.32	\$ 71.19	\$ 83.05	
	Total	\$ 28.40	\$ 56.81	\$ 85.21	\$ 113.62	\$ 142.02	\$ 170.43	\$ 198.83	
2	Collection	\$ 33.08	\$ 66.16	\$ 99.24	\$ 132.32	\$ 165.41	\$ 198.49	\$ 231.57	
	Disposal	\$ 23.73	\$ 47.46	\$ 71.19	\$ 94.91	\$ 118.64	\$ 142.37	\$ 166.10	
	Total	\$ 56.81	\$ 113.62	\$ 170.43	\$ 227.23	\$ 284.05	\$ 340.86	\$ 397.67	
3	Collection	\$ 49.62	\$ 99.24	\$ 148.87	\$ 198.49	\$ 248.11	\$ 297.73	\$ 347.35	
	Disposal	\$ 35.59	\$ 71.19	\$ 106.78	\$ 142.37	\$ 177.96	\$ 213.56	\$ 249.15	
	Total	\$ 85.21	\$ 170.43	\$ 255.65	\$ 340.86	\$ 426.07	\$ 511.29	\$ 596.50	
4	Collection	\$ 66.16	\$ 132.32	\$ 198.49	\$ 264.65	\$ 330.81	\$ 396.97	\$ 463.14	
	Disposal	\$ 47.46	\$ 94.91	\$ 142.37	\$ 189.83	\$ 237.28	\$ 284.74	\$ 332.20	
	Total	\$ 113.62	\$ 227.23	\$ 340.86	\$ 454.48	\$ 568.09	\$ 681.71	\$ 795.34	
6	Collection	\$ 99.24	\$ 198.49	\$ 297.73	\$ 396.97	\$ 496.22	\$ 595.46	\$ 694.71	
	Disposal	\$ 71.19	\$ 142.37	\$ 213.56	\$ 284.74	\$ 355.93	\$ 427.11	\$ 498.30	
	Total	\$ 170.43	\$ 340.86	\$ 511.29	\$ 681.71	\$ 852.15	\$ 1,022.57	\$ 1,193.01	
8	Collection	\$ 132.32	\$ 264.65	\$ 396.97	\$ 529.30	\$ 661.62	\$ 793.95	\$ 926.27	
	Disposal	\$ 94.91	\$ 189.83	\$ 284.74	\$ 379.65	\$ 474.57	\$ 569.48	\$ 664.40	
	Total	\$ 227.23	\$ 454.48	\$ 681.71	\$ 908.95	\$ 1,136.19	\$ 1,363.43	\$ 1,590.67	

Note: Service fees for compacted commercial container service are three times the above fees for non-compacted container service.

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFP – Solid Waste, Recyclables, and Bulk Waste Collection and Disposal
RFP No. 17-003

The residential solid waste disposal fee is based on an annual generation rate of 1.4799 tons per residential unit and a tipping fee of \$43.90 per ton. The bulk waste disposal fee is based on an annual generation rate of 2.3075 tons per residential unit and a tipping fee of \$28.03 per ton. The commercial solid waste disposal fee is based on a waste density of 125 pounds per cubic yard and a tipping fee of \$43.90 per ton. No tipping fee is charged for residential recyclable materials.

Table 4 provides the quantities of solid waste, bulk waste, and recyclables collected in FY 2013 through FY 2016, as well as the average tons of residential solid waste, bulk waste, and recyclables collected per assessed residential unit. Additional details regarding monthly tonnages is provided in Attachment C.

Table 4: Tonnage Data

Fiscal Year	Residential Solid Waste	Residential Bulk Waste	Residential Recyclables	Commercial Solid Waste	Total
	Total Tons Collected				
2013	3,450	7,195	438	1,669	12,754
2014	3,146	8,631	614	1,851	14,242
2015	3,105	9,694	756	2,657	16,212
2016	3,077	11,863	729	2,728	18,397
Average	3,194	9,346	634	2,226	15,401
	Tons/Assessed Residential Unit			# Residential Units	
2013	1.40	2.93	0.18	2,458	
2014	1.27	3.48	0.25	2,482	
2015	1.23	3.85	0.30	2,517	
2016	1.21	4.67	0.29	2,541	
Average	1.28	3.73	0.25		

As a result of the recent merger, the most recent residential bulk waste collection and commercial solid waste collection reports appear to be inaccurate and have not been included in this RFP. All vendors should conduct their own research to confirm the reported findings.

III. SCOPE OF SERVICES

This section provides a brief description of services being sought. Proposers are responsible for carefully and thoroughly reviewing the draft collection agreement (Contract) provided in Attachment A of this RFP, which explains in greater detail the services required of the selected Proposer (Contractor).

A. Contract Term

Contractor shall begin collection services on October 1, 2017. The term of the Contract shall be for a period of five (5) years, thus expiring at the end of the day on September 30, 2022. At the option of the Town, and with the concurrence of the Contractor, the Contract may be renewed for one (1) additional term of five (5) years under the same terms and conditions as the initial term, including amendments, subject to approval by the Town Council.

B. Residential Collection and Disposal Services

Contractor shall provide Residential Collection Services to all Residential Service Units in the Service Area. The Town is considering and seeking pricing for two different service levels for Residential Solid Waste Collection and Residential Bulk Waste Collection, as outlined below. Proposers are required to submit price proposals for all service options. All service level options should be addressed in the same proposal. Residential Collection Service includes the following services:

1. Residential Solid Waste Collection:

Option 1: Twice per week, unlimited collection in customer-provided containers or bags (same as existing service).

Option 2: Twice per week collection in Contractor-provided Roll Carts. The standard Roll Cart size would be approximately 95 gallons, with 65-gallon Roll Carts available upon request.

2. Residential Recyclables Collection – Once per week, single stream collection in Town-owned and Contractor-maintained Recycling Carts.

3. Residential Bulk Waste Collection – Every other week collection of Bulk Waste, which is a combination of Bulk Trash and Yard Trash, with a twelve (12) cubic yard limit per collection.

Option 1: In the event that Bulk Waste exceeds the twelve (12) cubic yard limit, the Contractor shall collect twelve (12) cubic yards, leave the remainder of the Bulk Waste, and affix a Non-Collection Notice to the remaining waste explaining why collection was not made. Contractor shall also take digital photographs of the entire pile prior to collection and the remaining pile that was not collected to document the reason for non-collection. Upon request by a Residential Customer and after

approval by the Residential Customer of the service fee, Contractor shall collect Bulky Waste exceeding the twelve (12) cubic yard per set-out limit for an additional fee as specified in the Contract.

Option 2: In the event that Bulk Waste exceeds the twelve (12) cubic yard limit, the Contractor shall collect all Bulk Waste and may automatically invoice the Residential Customer for the amount of Bulk Waste exceeding the twelve (12) cubic yard limit at the additional fee specified in the Contract. Contractor shall also take digital photographs of the entire pile prior to collection to document the size of the Bulk Waste pile.

Contractor shall deliver Residential Solid Waste to the Designated Disposal Facility and shall be responsible for payment of associated tipping fees. Contractor shall deliver Residential Recyclable Materials to the Designated Materials Recovery Facility. Contractor shall be responsible for processing and recycling/disposal of Residential Yard Trash and Residential Bulk Trash.

C. Commercial Collection and Disposal Services

Contractor shall provide Commercial Solid Waste Collection to all Commercial Customers in the Service Area. Contractor shall deliver all Commercial Solid Waste to the Designated Disposal Facility and shall be responsible for payment of associated tipping fees.

D. Service Fees

The service fees set at the commencement of the Contract shall not be adjusted through September 30, 2018, with the exception of the Solid Waste disposal elements of the residential and commercial fees, which shall be adjusted when the tipping fee at the Designated Disposal Facility is adjusted. Service fees shall be adjusted as specified in Sections 12 and 13 of the draft Contract in Attachment A.

The Town will bill and collect payment from Residential Service Units and make payment to the Contractor monthly. Contractor is responsible for directly billing any newly constructed Residential Service Unit until such time the unit is added to the annual assessment roll.

Contractor is responsible for billing and collecting payment from Commercial Customers, and for remitting a Franchise Fee of ten percent (10%) of gross receipts from Commercial Customers, inclusive of monthly collection and disposal fees, to the Town.

Contractor shall be responsible for paying disposal fees for all Solid Waste collected pursuant to the Contract.

E. Other Terms and Conditions

The draft Contract in Attachment A provides the additional service and payment requirements and responsibilities of the Contractor, as well as other general contract

terms and conditions. The final Contract may be modified based on the service option that is selected by the Town.

IV. **SUBMITTAL REQUIREMENTS**

A. General Instructions

Proposals submitted in response to this RFP must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

Proposer shall submit one (1) clearly identified original proposal, seven (7) copies of the proposal, one (1) identical electronic copy of the proposal in Microsoft Word or Adobe Acrobat on a CD or flash drive, and one (1) non-password protected, completed copy of the Price Form in Microsoft Excel. Should deviations occur, the signed original proposal shall prevail.

All items shall be submitted in a sealed package following the instructions specified in Section I.C of this RFP, *Proposal Submittal*. Proposer's name shall be printed at the top of each page of the proposal.

If your response contains any information deemed confidential, provide an additional CD or flash drive with a redacted version of your response labeled REDACTED.

B. Proposal Content

Proposals shall be organized by numbered sections as outlined below and include the information specified.

1. Qualifications and Experience (20 page limit)

Proposer should clearly and succinctly demonstrate its qualifications and experience to provide the services requested in this RFP, including all services outlined in the draft Contract in Attachment A. At a minimum, this section of the proposal should include the following information:

- a) Firm Background and Experience: Proposer should provide a brief description of the firm's background and history, including the number of years in business, size, services offered, strength, stability, awards, and other recognition.
- b) Service Performance and References: Proposer should demonstrate its relevant experience successfully providing residential and commercial solid waste and recyclables collection services within the last five (5) years. Proposer should provide at least four (4) references, preferably public sector customers from South Florida, for which the Proposer is or has provided services similar to those required herein. Proposer must use the reference

forms provided in Section VI of this RFP and should provide any additional, relevant information to demonstrate the quality of its services.

- c) Service Transition History: Proposer should demonstrate its experience with transitioning into providing residential and commercial collection service, supplanting another provider. Proposer should provide a complete listing of all transitions of which the Proposer has been a part (include both exiting and entering service transitions) in Florida during the last two (2) years. If Proposer does not have transition experience within the State of Florida, then a nationwide transition performance history should be submitted. Proposer must use the transition history form provided in Section VI of this RFP, which may be duplicated as needed. Proposer should provide any additional, relevant information to demonstrate successful ability to transition services. Any omissions within this section may be cause for disqualification at the Town's discretion.
- d) Performance History: Proposer should document its past performance history by providing a description of all criminal actions against the Proposer pertaining to solid waste collection services during the last five (5) years. Proposer should also document all civil actions, losses of service contracts, bid bond claims, performance bond claims, or liquidated damages related to solid waste collection services involving ten thousand dollars (\$10,000) or more per contract per contract year against the Proposer during the last five (5) years. For each such occurrence, Proposer shall provide the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal or civil charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action. Performance history may be limited to Florida; however, if Proposer has no existing service history within the State of Florida, then nationwide performance history should be submitted. If there are no such actions, Proposer should so state. Any omissions within this section may be cause for disqualification at the Town's discretion.
- e) Staff Experience: Proposer shall identify the primary contact person and professional and supervisory personnel who would work on the project. Resumes of each person shall be provided with emphasis on their experience with similar projects.

2. Technical Proposal (20 page limit)

Proposer should clearly and succinctly describe how it will perform the services requested in this RFP and as defined more fully in the draft Contract in Attachment A. The Town is looking for proposals that maintain a high level of customer service while maximizing recycling, efficiency, and cost effectiveness. At a minimum, this section should include the information outlined below. Proposer is encouraged to provide additional information that the Town should consider to accomplish its objectives.

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFP – Solid Waste, Recyclables, and Bulk Waste Collection and Disposal
RFP No. 17-003

- a) Collection Services: Proposer should explain how Residential Collection Services will be provided under all service options under consideration. At a minimum, Proposers should describe the primary methods by which Solid Waste, Recyclables, and Bulk Waste will be collected; specify the number of collection staff for each service type; explain proposed routes and schedules; and describe how materials will be handled following collection.
- b) Equipment: Proposer shall provide detailed descriptions of each type (make and model) of vehicle and equipment that it has or will acquire for the delivery of these services. Proposer shall provide the number of each vehicle type and age of each vehicle.
- c) Transition Management: Proposer should explain how the transition into providing these services will be managed. Proposer should specifically explain its timeline and procedures for assembly and distribution of Solid Waste Roll Carts should the Town select Option 2 for Residential Collection Services. Solutions for potential issues that may arise should be addressed, such as possible delay in receiving carts, vehicles, acquiring labor, etc.
- d) Customer Service: Proposer should explain in detail its customer service procedures, including the number of customer service staff dedicated to this project; location of its customer service office; system and procedures for receiving and resolving customer complaints; and procedures for meeting the complaint reporting requirements specified in the draft Contract.
- e) Processing and Disposal of Yard Trash and Bulk Trash: Proposer should identify how Yard Trash and Bulk Trash will be managed, including how they will be collected to ensure that Yard Trash, White Goods, and as much Bulk Trash as possible are recycled; the facility(ies) at which they will be managed; and the final disposition of these materials.
- f) Organization: Proposer should include a project organization chart indicating titles and total number of personnel devoted to work conducted pursuant to the Contract. Proposer should identify any subcontractors it intends to employ and describe the specific work that will be performed by each subcontractor.
- g) Program Promotion: Proposer should describe any additional activities it would undertake to encourage recycling.
- h) Financial Capability: Proposer should document that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested in this RFP. Proposer should demonstrate that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project.

3. Contract Exceptions

Proposer must describe any and all exceptions it wishes to make to the terms and conditions in the draft Contract provided in Attachment A. If exceptions are not specified for any section of the draft Contract, it will be assumed that section is acceptable to the Proposer should the Proposer be selected for Contract award. The material nature, number, and extent of such exceptions will be taken into consideration as part of the proposal evaluation. The Town shall be under no obligation to accept any exception.

4. Financial Proposal

The Price Form is provided in Section VI of this RFP, as well as in an Excel file. Proposer must complete the entire Price Form (all five spreadsheets/pages) provided in the Excel file. A hard copy should be included in Section 4 of the proposal, with the completed Excel file placed on the CD or flash drive along with an electronic copy of the entire proposal. The final selection of which residential service option to implement will be a policy decision made by the Town, and in its sole discretion, and might not be based solely on price.

If there is a discrepancy in the unit and extended prices, the calculated total price based on unit prices shall prevail. Proposers are responsible for checking their calculations. Failure to do so will be at the Proposer's risk, and errors will not release the Proposer from performance of the Contract, if awarded, at the Proposal price.

5. Required Documents

The items listed below should be included in this section. All forms, which are provided in Section VI of this RFP, should be completed, executed, and notarized (if applicable).

- a) Proposer Information
- b) Proposer Confirmation of Qualifications
- c) Addenda Acknowledgement
- d) Certificate of Authority
- e) Drug-Free Workplace
- f) Public Entity Crimes
- g) Non-Collusion Affidavit
- h) Acknowledgement of Conformance with OSHA Standards
- i) Certificate of Insurance or evidence that the insurance can be provided
- j) Financial Statements: Proposer must provide previous two (2) years of financial statements, audited preferred, which may be provided in a separate sealed envelope.

- k) Proposal Security: Proposer must provide a proposal security in the amount of forty-nine thousand dollars (\$49,000). This proposal security shall be in the form of a bond provided by a surety company authorized to do business in Florida, certified check, cashier’s check, irrevocable letter of credit, or alternate form of security acceptable to the Town. The proposal securities of unsuccessful Proposers will be returned upon execution of a Contract with the successful Proposer or upon the RFP process being otherwise terminated. The proposal security of the successful Proposer will be retained until the Contract has been executed, the Proposer has furnished the required certificates of insurance and payment and performance bonds, and the Proposer has made the required payment to the Town, all as set forth in the Contract.

V. PROPOSAL EVALUATION AND CONTRACT AWARD

A. Proposal Evaluation

Selection of a vendor shall be in accordance with this RFP and the Town’s Procurement Code. Proposals will be evaluated by a Selection Committee in accordance with the evaluation criteria provided below and the terms of this RFP. The Selection Committee reserves the right to make additional inquiries, request additional information, obtain credit reports, and/or contact other local governments that have contracted with the Proposer. Proposers who do not provide the information requested shall be disqualified from further consideration.

Qualifications and Experience	20 points
Technical Proposal	25 points
Contract Exceptions	5 points
Financial Proposal	50 points
Maximum points	100 points

Price will be converted to points, with the Proposer submitting the lowest price for each option receiving 50 points and the other Proposers receiving a prorated score in relation to the lowest-priced proposal for that option. Price will be evaluated using the following formula:

(Total Price of the lowest-priced proposal divided by the subject Proposer’s Total Price) x 50 points

For example:

If the Total Price of the lowest-priced proposal is \$100, and the subject Proposer’s Total Price is \$110, then the subject Proposer would receive 45 points for price.

$$(100/110) \times 50 = 45$$

After evaluation of all proposals, the Selection Committee may request two (2) or more of the top-ranked firms to make presentations to the Committee regarding their qualifications, approach to the project, and ability to furnish the required services.

The Selection Committee will vote on final rankings after the presentations if such are requested. Rankings will be developed for each of the residential service options. The rankings of the Selection Committee are subject to the approval of the Town Administrator and Town Council.

B. Contract Negotiation and Award

The rankings for all service options will be presented to the Town Council. The Council will select the residential service option to implement, which will be a policy decision and might not be based solely on price.

A final Contract will be negotiated by the Town Administrator with the top-ranked firm for the selected service option, unless there is an objection from Town Council. If negotiations with the top-ranked firm are not successful, then negotiations will commence with the next-ranked firm, and so forth. The final Contract is subject to the approval of the Town Attorney and Town Administrator, and ultimately the Town Council.

The Contract shall be awarded to the responsible Proposer whose proposal is determined to be the most advantageous to the Town, taking into consideration price and the evaluation factors set forth in this RFP, and who successfully negotiates a Contract with the Town.

VI. REQUIRED FORMS

The forms provided on the following pages should be completed, signed, and notarized (if applicable). The Service Reference and Service Transition History Forms should be included in Section 1 of all proposals, the Price Forms should be included in Section 4 of all proposals, and all other forms should be included in Section 5 of all proposals.

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFP – Solid Waste, Recyclables, and Bulk Waste Collection and Disposal
RFP No. 17-003

PROPOSER INFORMATION

NAME: _____

ADDRESS: _____

FEIN: _____

LICENSE NUMBER: _____ STATE OR COUNTY: _____

LICENSE TYPE: _____

(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: _____

(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: _____

PROPOSER'S SIGNATURE: _____

PROPOSER'S NAME: _____

PROPOSER'S ADDRESS: _____

PROPOSER'S PHONE NUMBER: Office: _____ Cell: _____

PROPOSER'S EMAIL ADDRESS: _____

By: _____

Name of Corporation/Entity

Address of Corporation/Entity

Signature of President or Authorized Principal

By: _____

Title

(If the Proposer is a Corporation, affix corporate seal)

PROPOSER: _____

PROPOSER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Request for Proposals, and which can complete the Work within the time schedule specified.

At the time of the Proposal, the Proposer shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Request for Proposals.

All license, certificate and experience requirements must be met by the Proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by Proposers who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Proposal, Proposer represents that it meets the requirements set forth above, and as set forth in the RFP Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Proposer: _____
Proposer's Name: _____
Proposer's Address: _____

Proposer's Phone Number: _____
Proposer's Email: _____

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RFP):

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFP – Solid Waste, Recyclables, and Bulk Waste Collection and Disposal
RFP No. 17-003

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
by _____ of _____ (Proposer), who is personally
known to me or who has produced _____ as identification and who did (did
not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of _____ County, Florida

Notary Signature

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

PROPOSER: _____

ADDENDA ACKNOWLEDGEMENT

The Proposer shall acknowledge obtaining all addenda issued to this formal solicitation from the City’s website or DemandStar by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No. _____	Date Issued: _____
Addendum No. _____	Date Issued: _____
Addendum No. _____	Date Issued: _____
Addendum No. _____	Date Issued: _____
Addendum No. _____	Date Issued: _____

(Authorized signature)

(Date)

(Title)

PROPOSER: _____

CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor)

State of _____)
) ss:
County of _____)

I HEREBY CERTIFY that _____, as Principal or Owner of (Company name) _____, is hereby authorized to execute the Proposal, dated ____, 20____, to the Town of Southwest Ranches and their execution thereof, attested by the undersigned, shall be the official act and deed of _____.
(Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this _day of _____, 20_____.

Secretary:

(SEAL)

PROPOSER: _____

CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of _____)
) ss:
County of _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal, dated _____, 20____, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and their execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or Limited Liability Company this__ day of_____, 20____.

Secretary:

(SEAL)

PROPOSER: _____

CERTIFICATE OF AUTHORITY (If Partnership)

State of _____)
) ss:
County of _____)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____, a partnership existing under the
laws of the State of _____, held on _____, 20____, the following
resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be
and is hereby authorized to execute the Proposal dated, _____, 20____, to the Town of
Southwest Ranches and this partnership and their execution thereof, attested by the
_____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this __, day of _____, 20____.

Secretary:

(SEAL)

PROPOSER: _____

CERTIFICATE OF AUTHORITY (If Joint Venture)

State of _____)
) ss:
County of _____)

I HEREBY CERTIFY that a meeting of the Principals of the _____

_____,
a corporation existing under the laws of the State of _____ held on _____, 20____, the
following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Joint Venture
be and is hereby authorized to execute the Proposal dated, _____, 20____, to the Town
of Southwest Ranches as an official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have here unto set my hand this _____, 20____.

Secretary:

(SEAL)

DRUG-FREE WORKPLACE

Proposers must certify that they will provide a drug-free workplace. 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 business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the 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 the 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 any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- 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), any employee who is so convicted or takes a plea.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

PROPOSER'S SIGNATURE: _____

PROPOSER: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES ON 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 _____
by _____
for _____
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____

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 with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 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 Para. 287.133(1) (a), Florida Statutes, means:
- (i) A predecessor or successor of a person convicted of a public entity crime; or
 - (ii) 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 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 Para. 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

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFP – Solid Waste, Recyclables, and Bulk Waste Collection and Disposal
RFP No. 17-003

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.

6. 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.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the 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.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFP – Solid Waste, Recyclables, and Bulk Waste Collection and Disposal
RFP No. 17-003

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this ____ day of _____, 20__

Personally known _____

Or Produced Identification _____

(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

PROPOSER: _____

NON-COLLUSION AFFIDAVIT

State of _____)
) ss:
County of _____)

_____ being first duly sworn deposes and says that:

1. Proposer is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached Proposal;
2. Proposer is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, 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 bidding 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 any overhead, profit, or cost elements of the 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 interested in the proposed Work;
5. The price or 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 other of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Signatures on next page]

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFP – Solid Waste, Recyclables, and Bulk Waste Collection and Disposal
RFP No. 17-003

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this ____ day of _____, 20__

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

PROPOSER: _____

**ACKNOWLEDGMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS**

TO THE TOWN OF SOUTHWEST RANCHES:

_____, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to _____'s failure to comply with such regulations.

ATTEST

CONTRACTOR

BY: _____

Print Name

Date: _____

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFP – Solid Waste, Recyclables, and Bulk Waste Collection and Disposal
RFP No. 17-003

Service Reference #1

Proposer shall complete and submit this form in conjunction with any other relevant material as part of Section 1 of its Proposal.

Municipality/County: _____

Contact (Name/Title): _____

Contact Address: _____

Contact Phone: (____) _____ Contact Email: _____

Term of Current Contract: Start Date: _____ End Date: _____

Residential Collection Service Provided:

Services Provided (check all that apply)	Type of Service	Type of Service (U/S) (U =Universal; S =Subscription)	Number of Units Served	Automated Collection? (check if yes)	Frequency of Collection		
					1x per week	2x per week	Other
<input type="checkbox"/>	Solid Waste			<input type="checkbox"/>			
<input type="checkbox"/>	Recyclables			<input type="checkbox"/>			
<input type="checkbox"/>	Yard Trash			n/a			
<input type="checkbox"/>	Bulk Trash			n/a			

Is asset management for Roll Carts provided? YES NO

Commercial Collection Service Provided:

Number of commercial Solid Waste customers: _____

Commercial recyclables collection provided: YES NO

Other relevant information: _____

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFP – Solid Waste, Recyclables, and Bulk Waste Collection and Disposal
RFP No. 17-003

Service Reference #2

Proposer shall complete and submit this form in conjunction with any other relevant material as part of Section 1 of its Proposal.

Municipality/County: _____

Contact (Name/Title): _____

Contact Address: _____

Contact Phone: (____) _____ Contact Email: _____

Term of Current Contract: Start Date: _____ End Date: _____

Residential Collection Service Provided:

Services Provided (check all that apply)	Type of Service	Type of Service (U/S) (U =Universal; S =Subscription)	Number of Units Serviced	Automated Collection? (check if yes)	Frequency of Collection		
					1x per week	2x per week	Other
<input type="checkbox"/>	Solid Waste			<input type="checkbox"/>			
<input type="checkbox"/>	Recyclables			<input type="checkbox"/>			
<input type="checkbox"/>	Yard Trash			n/a			
<input type="checkbox"/>	Bulk Trash			n/a			

Is asset management for Roll Carts provided? YES NO

Commercial Collection Service Provided:

Number of commercial Solid Waste customers: _____

Commercial recyclables collection provided: YES NO

Other relevant information: _____

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFP – Solid Waste, Recyclables, and Bulk Waste Collection and Disposal
RFP No. 17-003

Service Reference #3

Proposer shall complete and submit this form in conjunction with any other relevant material as part of Section 1 of its Proposal.

Municipality/County: _____

Contact (Name/Title): _____

Contact Address: _____

Contact Phone: (____) _____ Contact Email: _____

Term of Current Contract: Start Date: _____ End Date: _____

Residential Collection Service Provided:

Services Provided (check all that apply)	Type of Service	Type of Service (U/S) (U =Universal; S =Subscription)	Number of Units Served	Automated Collection? (check if yes)	Frequency of Collection		
					1x per week	2x per week	Other
<input type="checkbox"/>	Solid Waste			<input type="checkbox"/>			
<input type="checkbox"/>	Recyclables			<input type="checkbox"/>			
<input type="checkbox"/>	Yard Trash			n/a			
<input type="checkbox"/>	Bulk Trash			n/a			

Is asset management for Roll Carts provided? YES NO

Commercial Collection Service Provided:

Number of commercial Solid Waste customers: _____

Commercial recyclables collection provided: YES NO

Other relevant information: _____

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFP – Solid Waste, Recyclables, and Bulk Waste Collection and Disposal
RFP No. 17-003

Service Reference #4

Proposer shall complete and submit this form in conjunction with any other relevant material as part of Section 1 of its Proposal.

Municipality/County: _____

Contact (Name/Title): _____

Contact Address: _____

Contact Phone: (____) _____ Contact Email: _____

Term of Current Contract: Start Date: _____ End Date: _____

Residential Collection Service Provided:

Services Provided (check all that apply)	Type of Service	Type of Service (U/S) (U =Universal; S =Subscription)	Number of Units Served	Automated Collection? (check if yes)	Frequency of Collection		
					1x per week	2x per week	Other
<input type="checkbox"/>	Solid Waste			<input type="checkbox"/>			
<input type="checkbox"/>	Recyclables			<input type="checkbox"/>			
<input type="checkbox"/>	Yard Trash			n/a			
<input type="checkbox"/>	Bulk Trash			n/a			

Is asset management for Roll Carts provided? YES NO

Commercial Collection Service Provided:

Number of commercial Solid Waste customers: _____

Commercial recyclables collection provided: YES NO

Other relevant information: _____

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFP – Solid Waste, Recyclables, and Bulk Waste Collection and Disposal
RFP No. 17-003

Service Transition History

Proposer shall complete and submit this form providing a complete listing of all transitions of which the Proposer has been a part, including both entering and existing contractor transitions in the State of Florida for the past two (2) years, as part of Section 1 of its Proposal. If Proposer does not have transition experience in Florida, then a nationwide transition performance history should be submitted.

Proposer is required to provide a self-evaluation of each transition identifying the smoothness of the transition by qualifying the level of service disruption. Because the Contractor is responsible for providing a smooth transition in service to minimize inconvenience to customers, successful transition experience is important to the Town. These forms may be duplicated as needed to ensure a complete history. Any omissions within the service transition history may be cause for disqualification at the Town's discretion.

Municipality/County/State: _____	Date of Transition: _____
Contact Name/Title: _____	Entering Contract <input type="checkbox"/> Exiting Contract <input type="checkbox"/>
Contact Phone: _____	This transition had minimal service disruption:
Contact Email: _____	<input type="checkbox"/> ----- <input type="checkbox"/> ----- <input type="checkbox"/> ----- <input type="checkbox"/> ----- <input type="checkbox"/>
Contract Included: <i>(check all that apply)</i>	Strongly Agree Agree Neutral Disagree Strongly Disagree
Exclusive Residential <input type="checkbox"/> No. of units: _____	Exclusive Commercial <input type="checkbox"/> No. of Customers: _____
Carted Garbage <input type="checkbox"/> Carted Recycling <input type="checkbox"/>	Conducted Cart A&D <input type="checkbox"/>

Municipality/County/State: _____	Date of Transition: _____
Contact Name/Title: _____	Entering Contract <input type="checkbox"/> Exiting Contract <input type="checkbox"/>
Contact Phone: _____	This transition had minimal service disruption:
Contact Email: _____	<input type="checkbox"/> ----- <input type="checkbox"/> ----- <input type="checkbox"/> ----- <input type="checkbox"/> ----- <input type="checkbox"/>
Contract Included: <i>(check all that apply)</i>	Strongly Agree Agree Neutral Disagree Strongly Disagree
Exclusive Residential <input type="checkbox"/> No. of units: _____	Exclusive Commercial <input type="checkbox"/> No. of Customers: _____
Carted Garbage <input type="checkbox"/> Carted Recycling <input type="checkbox"/>	Conducted Cart A&D <input type="checkbox"/>

Municipality/County/State: _____	Date of Transition: _____
Contact Name/Title: _____	Entering Contract <input type="checkbox"/> Exiting Contract <input type="checkbox"/>
Contact Phone: _____	This transition had minimal service disruption:
Contact Email: _____	<input type="checkbox"/> ----- <input type="checkbox"/> ----- <input type="checkbox"/> ----- <input type="checkbox"/> ----- <input type="checkbox"/>
Contract Included: <i>(check all that apply)</i>	Strongly Agree Agree Neutral Disagree Strongly Disagree
Exclusive Residential <input type="checkbox"/> No. of units: _____	Exclusive Commercial <input type="checkbox"/> No. of Customers: _____
Carted Garbage <input type="checkbox"/> Carted Recycling <input type="checkbox"/>	Conducted Cart A&D <input type="checkbox"/>

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFP – Solid Waste, Recyclables, and Bulk Waste Collection and Disposal
RFP No. 17-003

Service Transition History Continued (Page _____ of _____)

Municipality/County/State: _____

Contact Name/Title: _____

Contact Phone: _____

Contact Email: _____

Contract Included: *(check all that apply)*

Exclusive Residential No. of units: _____

Carted Garbage Carted Recycling

Date of Transition: _____

Entering Contract Exiting Contract

This transition had minimal service disruption:

Strongly Agree Agree Neutral Disagree Strongly Disagree

Exclusive Commercial No. of Customers: _____

Conducted Cart A&D

Municipality/County/State: _____

Contact Name/Title: _____

Contact Phone: _____

Contact Email: _____

Contract Included: *(check all that apply)*

Exclusive Residential No. of units: _____

Carted Garbage Carted Recycling

Date of Transition: _____

Entering Contract Exiting Contract

This transition had minimal service disruption:

Strongly Agree Agree Neutral Disagree Strongly Disagree

Exclusive Commercial No. of Customers: _____

Service Verification/RFID Conducted Cart A&D

Municipality/County/State: _____

Contact Name/Title: _____

Contact Phone: _____

Contact Email: _____

Contract Included: *(check all that apply)*

Exclusive Residential No. of units: _____

Carted Garbage Carted Recycling

Date of Transition: _____

Entering Contract Exiting Contract

This transition had minimal service disruption:

Strongly Agree Agree Neutral Disagree Strongly Disagree

Exclusive Commercial No. of Customers: _____

Conducted Cart A&D

Municipality/County/State: _____

Contact Name/Title: _____

Contact Phone: _____

Contact Email: _____

Contract Included: *(check all that apply)*

Exclusive Residential No. of units: _____

Carted Garbage Carted Recycling

Date of Transition: _____

Entering Contract Exiting Contract

This transition had minimal service disruption:

Strongly Agree Agree Neutral Disagree Strongly Disagree

Exclusive Commercial No. of Customers: _____

Conducted Cart A&D

PROPOSER: _____

STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect **not** to respond with an offer to this solicitation, the Town requests that the reason(s) be indicated below and this form returned to:

_____, _____
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: _____

REASONS

1. _____ Do not offer this product/service or equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications/scope of work.
5. _____ Specifications “too tight” (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Unable to meet bond and/or insurance requirements.
8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. _____ Other (Explanation provided below or by separate attachment).

Explanation: _____

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations? ___ Yes ___ No

COMPANY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

TELEPHONE: (_____) _____ DATE: _____