

Southwest Ranches Council
Mayor Steve Breitzkreuz
Vice Mayor Gary Jablonski
Jim Allbritton
Bob Hartmann
David S. Kuczenski



Town Administrator
Andrew Berns

REQUESTS FOR PROPOSALS

RFP No. 22-008

Town of Southwest Ranches
Is requesting proposals for:

SOLID WASTE, RECYCLABLES, AND BULK WASTE COLLECTION AND DISPOSAL FRANCHISE AGREEMENT

Date issued/available for distribution: Thursday, March 31, 2022

Proposer shall submit one (1) unbound original and five (5) bound copies as well as one (1) in digital format (USB in .pdf file format) of the complete Proposal. The complete submittal must be received by the Office of the Senior Procurement and Budget Officer no later than **Friday, May 13, 2022, at 11:00 a.m. EST.** See Section 1.7 for mailing instructions.

Mandatory Pre-Proposal Conference: Thursday, April 7, 2022, at 11:00 a.m. EST. See Section 1.3, of this RFP for information on the Pre-Proposal Conference.

CAUTION

Amendments to this Request for Proposals will be posted on the Southwest Ranches website Procurement page which can be accessed at <http://southwestranches.org/procurement>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our system. It is the proposer's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for receipt of proposals.

Southwest Ranches shall not be responsible for the completeness of any RFP document, amendment, exhibit, or attachment that was not downloaded from the system or obtained directly from the Procurement Department.

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE
REQUESTED IN AN ALTERNATIVE FORMAT.

RFP 22-008

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

NOTICE TO CONTRACTORS

Proposals will be received by the Town of Southwest Ranches, Florida (“Town”), until 11:00 a.m. EST, and opened on **Friday, May 13, 2022, at 11:00 a.m. EST**, for all material, labor, equipment and supplies necessary for the:

Proposals must be clearly marked on the outside of the package(s) referencing:

**ATTENTION: VENESSA REDMAN,
SR. PROCUREMENT & BUDGET OFFICER
RFP 22-008 - SOLID WASTE, RECYCLABLES, AND BULK WASTE
COLLECTION AND DISPOSAL FRANCHISE AGREEMENT**

To better manage document disbursement for the proposal process, the Town will make proposal documents available on the Southwest Ranches website which can be accessed at:

<http://southwestranches.org/procurement>

To review the proposal documents for this project, go to the above URL and click on the project hyperlink. The documents for this project are also available at DemandStar.com. Contractors may then download and print the proposal documents or contact Venessa Redman at (954) 343-7467 or e-mail at vredman@southwestranches.org.

All proposals shall be submitted in accordance with General Provision Section 2 and accompanied by the documentation referenced therein, at a minimum.

The **Mandatory Pre-Proposal Conference** will be held on **Thursday, April 7, 2022, at 11:00 a.m. EST**, at Town Hall in the Council Chambers.

Proposals requested shall be set forth in the Proposal and the Proposal Appendices attached to and forming a part of the Specifications.

Prior to execution of a contract, Proposer shall submit to Town a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements of the contract. In the event that Proposer does not have a written non-discrimination policy, Proposer shall be required to sign a statement affirming their non-discrimination policy conforms with Section 2.30, of the Request for Proposals.

The Town reserves the right to reject any or all proposals.

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

TABLE OF CONTENTS

	<u>PAGE</u>
SECTION 1 GENERAL INFORMATION, GENERAL TERMS AND CONDITIONS	1
1.1 ISSUING OFFICE	1
1.2 PURPOSE OF THE PROJECT	1
1.3 DEFINITIONS.....	1
1.4 MANDATORY PRE-PROPOSAL CONFERENCE.....	2
1.5 TIMETABLE.....	3
1.6 PROPOSAL SUBMISSION	3
1.7 CONTACT PERSON	4
1.8 PROCUREMENT CODE	4
1.9 CONE OF SILENCE	4
1.10 PUBLIC OPENING.....	5
1.11 ADDITIONAL INFORMATION/ADDENDA	5
1.12 DISCLAIMER	5
1.13 NOTICE TO PROCEED.....	6
SECTION 2 SPECIFIC TERMS AND CONDITIONS	7
2.1 ADHERENCE TO REQUIREMENTS.....	7
2.2 MODIFIED PROPOSALS.....	7
2.3 WITHDRAW OF PROPOSAL	7
2.4 LATE PROPOSAL, LATE MODIFIED PROPOSAL.....	7
2.5 RFP POSTPONEMENT/CANCELLATION	7
2.6 COSTS INCURRED BY PROPOSERS	7
2.7 PROPRIETARY/CONFIDENTIAL INFORMATION	8
2.8 RIGHT TO PROTEST	8
2.9 RULES; REGULATIONS; LICENSING REQUIREMENTS	8
2.10 AWARD.....	8
2.11 WRITTEN AGREEMENT	9
2.12 ASSIGNMENT	9
2.13 CANCELLATION.....	10
2.14 RELATION TO PARTIES.....	10
2.15 COMPLIANCE WITH LAW	10
2.16 WAIVER OF LIABILITY	10
2.17 INDEMNIFICATION.....	10
2.20 GOVERNING LAW	10
2.21 DISPUTES	11
2.22 REMEDIES FOR BREACH	11
2.23 PUBLIC RECORDS LAW	11
2.24 SECURITY AND BONDING REQUIREMENTS.....	12
2.24.1 Proposal Security.	12
2.24.2 Performance Bond.	12
2.24.3 Non-compliance.....	13
2.25 COMMENCEMENT OF WORK	13
2.26 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY	13

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

2.27 DISCLOSURE OF OWNERSHIP INTEREST	13
2.28 CONFLICT OF INTEREST.....	14
2.29 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACTION BUSINESS WITH PUBLIC ENTITIES	14
SECTION 3 PROPOSAL REQUIREMENTS	15
3.1 BACKGROUND	15
3.2 GENERAL SCOPE OF SERVICES	17
3.3 MINIMUM QUALIFICATIONS	18
3.4 PROPOSAL FORMAT AND CONTENT.....	19
3.5 PROPOSAL DESCRIPTION	21
3.6 PREPARING AND SUBMITTING PROPOSALS.....	26
SECTION 4 EVALUATION OF QUALIFICATIONS AND AWARD	28
4.1 EVALUATION OF PROPOSALS BY SELECTION COMMITTEE.....	28
4.2 PROPOSAL COMPONENTS AND EVALUATION CRITERIA.....	30
4.3 AWARD OF CONTRACT BY TOWN COUNCIL	31
4.4 THE TOWN’S ACCEPTANCE OR REJECTION OF PROPOSALS.....	31
SECTION 5 PROPOSAL RESPONSE FORMS.....	33
APPENDIX A PROPOSER INFORMATION.....	34
APPENDIX B PRICE SCHEDULE.....	35
EXHIBIT 1. PROPOSED RATES FOR RESIDENTIAL COLLECTION SERVICE	35
EXHIBIT 2. PROPOSED RATES FOR COMMERCIAL COLLECTION SERVICE	39
APPENDIX C DISCLOSURE OF OWNERSHIP INTEREST	44
APPENDIX D DRUG FREE WORKPLACE.....	47
APPENDIX E SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES	48
APPENDIX F NON-COLLUSION AFFIDAVIT	51
APPENDIX G ANTI-LOBBYING CERTIFICATION FORM.....	53
APPENDIX H PROPOSER CONFIRMATION OF QUALIFICATIONS	54
*APPENDIX I CERTIFICATE OF AUTHORITY (IF INDIVIDUAL / SOLE PROPRIETOR).....	56
*APPENDIX J CERTIFICATE OF AUTHORITY (IF PARTNERSHIP)	57
*APPENDIX K CERTIFICATE OF AUTHORITY (IF CORPORATION OR LIMITED LIABILITY COMPANY)	58
*APPENDIX L CERTIFICATE OF AUTHORITY (IF JOINT VENTURE)	59
APPENDIX M PROPOSAL BOND	60
APPENDIX O ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS	62
APPENDIX P PROPOSER CONFIRMATION OF QUALIFICATIONS	63

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

APPENDIX Q PROPOSER EXPERIENCE 65
APPENDIX R SUBCONTRACTOR LIST 67
APPENDIX S ACKNOWLEDGEMENT OF ADDENDA 68
APPENDIX U INSERT W – 9 69
APPENDIX V INSERT PROOF OF INSURANCE 70
* APPENDIX W STATEMENT OF NO RESPONSE 71
APPENDIX X 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING 72
APPENDIX Y OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS (2 CFR 200
COMPLIANCE) 73
APPENDIX Z INSERT E-VERIFY REGISTRATION CERTIFICATE 77

EXHIBIT A: DRAFT AGREEMENT

EXHIBIT B: MEMORANDUM OF UNDERSTANDING WITH BROWARD COUNTY

SECTION 1 GENERAL INFORMATION, GENERAL TERMS AND CONDITIONS

1.1 ISSUING OFFICE

This request for Proposals (“RFP”) is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida (“Town”), by and through its Senior Procurement and Budget Officer (“Officer”). The Officer is the SOLE point of contact concerning this RFP. All communications regarding this RFP must be done through the Contact Person (See Section 1.7).

1.2 PURPOSE OF THE PROJECT

The Officer is soliciting proposals from qualified and experienced firms that wish to collect, transfer, and dispose or process certain types of Solid Waste and Program Recyclables in the Town of Southwest Ranches, Florida, collectively referred to as “Solid Waste Services” or “Collection Services” herein, pursuant to an exclusive franchise agreement, a draft of which is provided in Exhibit A. These Solid Waste Services currently are provided by a private company pursuant to an exclusive franchise agreement that will expire on March 31, 2023. Under the Town’s existing franchise agreement, for Residential Service Units, Solid Waste is collected at Curbside in garbage cans or bags twice per week, Program Recyclables are collected at Curbside in Recycling Carts once per week, Bulk Waste including Bulk Trash and Yard Trash are collected at Curbside once every other week. For Commercial Customers, Solid Waste is collected in a manner and frequency agreed upon between the Contractor and the Commercial Customer. The Town intends to change to Cart collection for residential Solid Waste services as further described in Proposal Requirements Section 3.

Under the Town’s RFP, the Town intends to award a new franchise agreement for Solid Waste Services. The Successful Proposer (Contractor) shall begin to provide Solid Waste Services on April 1, 2023. The new franchise agreement will expire on March 31, 2030, unless it is renewed and extended. The new franchise agreement may be extended for three (3) additional one-year renewal periods.

Section 1 of this RFP describes the general terms and conditions that will apply to this RFP. Section 2 of this RFP describes the specific terms and conditions that apply to this RFP.

Section 3 of this RFP describes the proposal requirements including background, general scope of services, minimum qualifications, and instructions for preparing a proposal in response to this RFP.

Section 4 describes the evaluation of qualifications and award process.

Section 5 contains the forms (referred to as appendices) that must be submitted with a proposal. Exhibit A contains the draft Exclusive Franchise Agreement (“Agreement”) that will be executed by the Proposer selected to serve as the Town’s Contractor. Exhibit B contains the Memorandum of Understanding with Broward County.

1.3 DEFINITIONS

Most of the capitalized words in this RFP are defined in Section 2 of the Agreement included herein as Exhibit A. A few additional definitions are contained in this Section 1.3, as follows:

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

“Addenda” means written or graphic instruments which clarify, correct, or revise the RFP documents or the Agreement document for this RFP No. 22-008.

“Agreement” or “Agreement” mean the agreement resulting from this RFP process, or the draft agreement included in Exhibit A of this RFP; such terms may be used interchangeably.

“Contractor” means the Person that provides Solid Waste Services to the Town pursuant to the Agreement.

“Proposal” or “Response” means a proposer’s response to this RFP; such terms may be used interchangeably.

“Proposer” or “Respondent” means a vendor submitting a proposal in response to this RFP; such terms may be used interchangeably.

“Proposal Guarantee” or “Proposal Bond” or “Proposal Security” means a cashier’s check, certified check, money order, or surety bond that the Proposer will provide to the Town as a guarantee that the Proposer will perform in compliance with the requirements in this RFP.

“Successful Proposer” means the Proposer that is selected by the Town to provide Collection Services pursuant to this RFP. In the Agreement, the Successful Proposer is referred to as the Contractor. For the purposes of this RFP, the terms “Successful Proposer” and “Contractor” are synonymous.

“Town” means the Town of Southwest Ranches, Florida.

1.4 MANDATORY PRE-PROPOSAL CONFERENCE

The Mandatory Pre-proposal Conference will be held on **Thursday, April 7, 2022 at 11:00 a.m. EST** in Council Chambers located at Town Hall, 13400 Griffin Road, Southwest Ranches, FL 33330.

The public may view Proposal meetings in person in the Council Chambers located at 13400 Griffin Road, Southwest Ranches, FL 33330.

There will be a Town representative available to answer questions relative to this RFP; however, proposers should not rely on any oral representations, statements, or explanations other than those made by this RFP or a formal addendum to the RFP. Any questions or comments arising subsequent to the Pre-proposal Conference must be presented, in writing, to the Contact Person (See Section 1.7) prior to the date and time stated in the Timetable (See Section 1.5).

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least five (5) days’ notice.

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

1.5 TIMETABLE

The anticipated schedule and deadline for this RFP is as follows:

Activity	Date, Time, and Location
Available for download on website	On or about: Thursday, March 31, 2022, at: http://southwestranches.org/procurement or Demandstar.org
Mandatory Pre-Proposal Conference	11:00 a.m. EST, on Thursday, April 7 2022, at Council Chambers located at 13400 Griffin Road, Southwest Ranches, FL 33330.
Deadline for Submission of Written Comments/Questions	11: 00 a.m. EST Monday, April 18, 2022, to the Office of the Senior Budget and Procurement Officer, via e-mail to vredman@southwestranches.org
Response to Written Comments/Questions	By 11:00 a.m. EST, Friday, April 29, 2022
Deadline for Submission of Proposals	11:00 a.m. EST, on Friday, May 13, 2022
Public Opening	11:00 a.m. EST, on Friday, May 13, 2022 at Council Chambers located at 13400 Griffin Road, Southwest Ranches, FL 33330.
Award Date	TBD (in June 2022)

1.6 PROPOSAL SUBMISSION

It is anticipated that Proposals will be opened at **11:00 a.m. EST, on Friday, May 13, 2022,**

The Proposal Response Forms, included in Section 5 of this RFP, must be signed by an officer of the proposing entity or other authorized person.

The submission of a signed Proposal by a Proposer will be considered by the Town as constituting a legal offer by the Proposer to provide services required by this RFP at the proposed price identified therein.

No Proposals will be accepted after the deadline for submission of Proposals or at any location other than the location described in Section 3.6.

Facsimile or email submittals will not be accepted. Proposals received after 11:00 a.m. EST on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is delivered or received will be resolved against the Proposer.

1.7 CONTACT PERSON

The individual designated as the “Contact Person” for the RFP is:

Venessa Redman, Senior Procurement and Budget Officer
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954-343-7467
Fax: 954-434-1490
Email: vredman@southwestranches.org

1.8 PROCUREMENT CODE

Article IX of the Town’s Code of Ordinances (ORD 22-005) establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures that frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system that provides quality, integrity, and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the Town.

In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town.

1.9 CONE OF SILENCE

The Cone of Silence means a prohibition on any communication regarding this RFP between a potential vendor, service provider, proposer, lobbyist, or consultant and the Town Council members, Town’s professional staff including, but not limited to, the Town Administrator and his or her staff, or any member of the Town’s selection or evaluation committee. See Article IX, Sec. 2-208(c) for additional information including permitted exceptions to the Cone of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this RFP and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the administrator, staff or committee for further review, the Cone of Silence shall be re-imposed until such time as the administrator makes a subsequent written recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event that the Town Administrator cancels the solicitation.

Prior to an award, violation of this the Cone of Silence shall result in the disqualification of the Proposer from further consideration. Discovery of a violation after an award by a particular Proposer shall render any RFP award to said Proposer voidable by the Town, and in the Town’s sole discretion.

1.10 PUBLIC OPENING

A public opening, of proposals, will take place on **Friday, May 13, 2022, at 11:00 a.m. EST.**

The public may view proposal meetings in person in the Council Chambers located at 13400 Griffin Road, Southwest Ranches, FL 33330.

The identity of the Proposers shall be read aloud. However, no additional information set forth in the Proposal shall be made public until the time of a “Notice of Award Recommendation” or 30 days from the Proposal Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

After opening of Proposals, the Town will look for any unbalanced Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices for those items the Town will utilize the most. The Town intends to award an Agreement to the highest ranked Proposer in accordance with the terms of this RFP and the Town’s Procurement Code, and which is deemed to be in the best interest of the Town.

1.11 ADDITIONAL INFORMATION/ADDENDA

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via e-mail, or U.S. Mail no later than **Monday, April 18, 2022, at 11:00 a.m. EST,** to the address listed in this RFP Timetable (See Section 1.5) or e-mail address listed for the Contact Person (See Section 1.7). The request must contain the proposer’s name, address, phone number, and e-mail address.

Changes to this RFP, when deemed necessary by the Town, will be completed only by written Addenda issued prior to the deadline for submission of Proposals. Proposers should not rely on any representations, statements, or explanation other than those made by this RFP or in any Addenda to this RFP. Where there appears to be a conflict between this RFP and any Addenda issued, the last Addenda issued shall prevail.

Addenda to this RFP will be posted on Town of Southwest Ranches website which can be accessed at <http://southwestranches.org/procurement/>.

It is the sole responsibility of Proposers to routinely check for any Addenda that may have been issued prior to the deadline for submission of Proposals. Town shall not be responsible for the completeness of any RFP package not downloaded from this website or from www.Demanstar.com. A Proposer may verify with the designated Contact Person (See Section 1.7) that Proposer has received all Addenda to this RFP prior to the submission of its Proposal.

1.12 DISCLAIMER

All documents and information, whether written, oral, or otherwise, provided by the Town relating to this RFP are being provided solely as an accommodation and for informational purposes only, and the Town is not making any representations or warranties of any kind as to the truth, accuracy,

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

or completeness of such documents or information, or as to the sources thereof. The Town shall have no liability whatsoever relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any Proposer to examine, inspect and be completely knowledgeable of the terms and conditions of the RFP, or any other relevant documents or matters, shall not relieve the selected proposer from fully complying with this RFP.

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

No guarantee or warranty is given or implied by the Town regarding the minimum or total amount of services that may be purchased from the 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.

1.13 NOTICE TO PROCEED

Contractor shall be instructed to commence work by written instructions by the Town Administrator or his designee by issuance of a Notice to Proceed. The Notice(s) to Proceed will not be issued until contractor submits to the Town all required bonds, insurance certificates and/or other documents and after execution of the Contract by both parties. The receipt of all necessary building and regulatory permits by contractor, if any, is a condition precedent to the issuance of a Notice to Proceed. Refer to Section 4.A of the draft Agreement provided in Exhibit A regarding transition services prior to Commencement Date.

Contractor shall furnish sufficient forces and equipment and shall work such hours, including overtime operations, as may be necessary to timely perform the work in accordance with the schedule included in the Agreement. If contractor falls behind the progress schedule, Contractor shall take such steps as may be necessary to improve its progress by increasing the number of shifts, overtime operations, and days of work as may be required, at no additional cost to the Town.

SECTION 2 SPECIFIC TERMS AND CONDITIONS

2.1 ADHERENCE TO REQUIREMENTS

Proposers guarantee their commitment, compliance, and adherence to all requirements of this RFP by submission of their proposals.

2.2 MODIFIED PROPOSALS

Proposers may submit a modified Proposal to replace all or any portion of a previously submitted Proposal until the deadline for submission of Proposals specified in the RFP Timetable (See Section 1.5). The Town will only consider the latest proposal submitted.

2.3 WITHDRAW OF PROPOSAL

A Proposal may be withdrawn, only by written notification to the Town, prior to the opening of Proposals. (See Section 1.5). After the opening of Proposals, they shall be irrevocable for a period of ninety (90) days. Unless withdrawn, as provided in this subsection, a Proposal shall be irrevocable until the time that an Agreement is awarded. Proposers who unilaterally withdraw a Proposal without permission of the Town before 90 days have elapsed from the date of the opening of Proposals may be debarred and are subject to forfeiture of the Proposal Security.

2.4 LATE PROPOSAL, LATE MODIFIED PROPOSAL

Proposals and/or modifications to Proposals received after the deadline for submission of Proposals specified in the RFP Timetable (See Section 1.5) shall not be considered.

2.5 RFP POSTPONEMENT/CANCELLATION

Notwithstanding any provision of this RFP to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all Proposals; commence a new solicitation process; postpone or cancel this RFP process; and/or waive any non-material irregularities in this RFP or the Proposals received as a result of this RFP. In addition, the Town of Southwest Ranches Council may reject any proposal prior to award.

Failure on the part of the awarded Proposer to comply with the terms of this RFP, to execute and deliver any required Agreement documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Proposal Security. In that event, the Town may proceed to award the Agreement to the next highest ranked, responsive, and responsible Proposer, or to re-advertise the project, in its sole discretion when deemed to be in the best interests of the Town.

2.6 COSTS INCURRED BY PROPOSERS

All expenses incurred with the preparation and submission of Proposals to the Town, or any work performed in connection therewith, shall be borne by the Proposer.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after the opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the “Public Records Law” and the “Government in the Sunshine Law” respectively.

2.8 RIGHT TO PROTEST

For purposes of this RFP, the term “Purchasing Code” shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Procurement Code (ORD 22-005). The Protest Section of the Code is hereby incorporated into this RFP by reference (“Proposal Protest”). By responding to this RFP, all Proposers agree that the Proposal Protest procedures set forth in the Code are applicable to this RFP and shall comply with said procedures.

Any Proposer may protest any recommendations for award of the Agreement in accordance with Protest Procedures by submitting a written protest to the Senior Procurement and Budget Officer within five (5) business days after posting the Notice of Award Recommendation. Protests must be submitted in writing, addressed to the Senior Procurement and Budget Officer at 13400 Griffin Road, Southwest Ranches, FL 33330 and delivered via hand delivery, or mail.

2.9 RULES; REGULATIONS; LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled “Equal Employment Opportunity” as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

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 Agreement to be awarded. Also, price, responsibility, and responsiveness of the Proposer, including the financial position, experience, staffing, equipment, materials, references of Contractor, and past history of service by Contractor 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 an Agreement.

2.10 AWARD

The Town intends to award a contract to the highest ranked, responsive, and responsible Proposer whose Proposal meets the requirements of this RFP, in accordance with the Town’s Procurement Code, and is deemed to be in the best interest of the Town.

2.11 WRITTEN AGREEMENT

The successful Proposer shall be required to enter into a written Agreement with the Town, the Agreement form shall be prepared by the Town, and shall incorporate the terms of this RFP, the accepted Proposal, and include other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Agreement shall be substantially in the form attached to this RFP as Exhibit A. No Work shall be performed or payment due unless a written Agreement is fully executed and has been approved by the Town Council.

As previously noted, the Town has prepared a draft Exclusive Franchise Agreement (Agreement) that is contained in Exhibit A of this RFP. The Agreement describes the scope of work that is contemplated in this RFP. The Agreement also contains the specific terms and conditions that will govern the Successful Proposer/Contractor selected by the Town. Each Proposer should carefully review the Agreement before submitting a proposal in response to this RFP. **If a Proposer wants to negotiate modifications or additional terms and conditions to the Agreement, then the Proposer shall raise these requested modifications or additional terms and conditions by inquiry in writing to the Office of the Senior Budget and Procurement Officer, via e-mail to vredman@southwestranches.org prior to submitting a Proposal and before the Deadline for Submission of Written Comments/Questions.** Unless the requested change is expressly accepted by the Town and issued by addendum, only the terms and conditions in this RFP shall apply. No additional terms and conditions included with the Proposal shall be considered.

Each Proposer should base its proposal on the assumption that the Successful Proposer will be required to execute the Agreement, subject to all of the terms and conditions in the Agreement. The Town **will reject any proposal that is conditional or based on alternate contractual provisions.** The Town is under no obligation to revise the Agreement. Therefore, each Proposer should assume that no changes to the Agreement will be made after responses to this RFP are received, except for the correction of scrivener's errors and the incorporation of relevant information, such as the Contractor's name and prices.

After a proposal is submitted to the Town, the Town will not approve any request for an increase in the Proposer's prices ("Rates") for Solid Waste Services, unless the Town requests new or additional services that are not required under the Agreement. A Proposer shall not be granted an increase in its Rates in cases where the Proposer's request for an increase result from the Proposer's failure to review or understand the requirements in the Agreement. If a Rate increase is requested under such circumstances, or if a Proposer refuses to sign the Agreement until it receives a Rate increase, the Town may terminate its discussions with that Proposer, exercise its rights under the Proposer's Proposal Security, and award the Agreement to a different Proposer.

2.12 ASSIGNMENT

This RFP and any Agreement awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Agreement is personal to the Contractor, and Contractor may not, either directly or indirectly, assign its rights or delegate its obligations to Town hereunder without first obtaining

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

2.13 CANCELLATION

Failure on the part of the awarded Proposer to comply with the terms of this RFP, to execute and deliver any required Agreement documents, and insurance, will result in the cancellation or rescission of the award. In that event, the Town may proceed to award the Agreement to the responsive and responsible Proposer with the next highest ranking by the selection committee, or to re-advertise the RFP in its sole discretion whenever deemed in the best interests of the Town.

2.14 RELATION TO PARTIES

It is understood and agreed that nothing contained in this RFP, or the Agreement shall be deemed to create a partnership or joint venture with the Town. Contractor shall be in the relation of an independent contractor and is to have entire charge, control, and supervision of the work to be performed hereunder.

2.15 COMPLIANCE WITH LAW

Contractor shall comply with all applicable laws, regulations, and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to this RFP and any Agreement awarded and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

2.16 WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Contractor or any one of its employees, subcontractors or agents, or anyone else for whose actions Contractor may be responsible.

2.17 INDEMNIFICATION

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorney fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Agreement or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder.

2.20 GOVERNING LAW

The validity of this RFP and any Agreement awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

or proceeding commenced under, pursuant, or relating to this RFP or the Agreement shall be in the State Courts of Florida located in Broward County, Florida.

2.21 DISPUTES

After an award of the Agreement, disputes shall be resolved as set forth in the Agreement which is attached to this RFP as Exhibit A. Any default under this RFP shall subject Proposer to liability for any and all damages to Town caused thereby. Proposer agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

2.22 REMEDIES FOR BREACH

Should the selected Contractor fail to perform after Agreement execution, the Town shall notify Contractor in writing of such failure to perform, and Contractor shall have fourteen (14) days to cure such failure, or such time as set forth in the Agreement. If Contractor fails to cure, then the Town shall have the right to immediately terminate the Agreement for cause. In that event, the Town shall also be free to sue Contractor for damages, in addition to any other right or remedy that it may have under the Agreement, at law or in equity. **Refer to Section 29 of the Agreement (Exhibit A).**

2.23 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 Proposal 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. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

In accordance with Florida Statutes, 119.071(1)(b)(2) Sealed Proposals, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the Proposals, proposals, or final replies, whichever is earlier.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFP and any Agreement awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Town.

Upon completion of the Agreement, Contractor agrees, at no cost to Town, to transfer to the Town all public records in the Contractor's possession or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Agreement by Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

Contractor shall comply with the requirements of 2 CFR §200.321 as applicable to this RFP. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Agreement by Town.

2.24 SECURITY AND BONDING REQUIREMENTS

2.24.1 Proposal Security. Simultaneous with the delivery of an executed Proposal to the Town, Proposers shall furnish a Proposal Security in an amount of twenty-five thousand dollars (\$25,000). The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an agent in the State of Florida, or in the form of Money Order or Cashier's Check payable to the Town of Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit. Bonds shall be submitted on the forms provided herein by the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

2.24.2 Performance Bond. 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 24 of the Agreement (see Exhibit A).

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

The specific requirements for the bonding company's commitment are set forth in Section 3.4 and 3.5 (see Chapter 6), below.

2.24.3 Non-compliance. An awarded Proposer's failure to timely deliver an executed Agreement, and any Performance Bond, Payment Bond, and Insurance Certificates required by the terms of this Invitation for Proposals, all in forms acceptable to the Town, shall result in the cancellation of any Agreement and the Proposer's forfeiture of any and all Proposal securities.

2.25 COMMENCEMENT OF WORK

The Town shall have no obligations whatsoever to any Proposer by virtue of this RFP or any negotiations conducted hereunder. The Town's obligations shall not commence until an Agreement is approved and executed by the Council. The Town will not be responsible for any work conducted by a Proposer, even if performed in good faith, if such work occurs prior to the approval and execution of the Agreement by the Town Council.

2.26 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, or national origin, or physical or mental handicap, or marital status. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex, or national origin, or physical or mental handicap, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor further agrees that he/she will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

Contractor understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the Agreement, disqualification, or debarment of Contractor from participating in Town contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. All agreements for design and construction services entered into for the construction of the Improvements shall include a commercial non-discrimination clause.

2.27 DISCLOSURE OF OWNERSHIP INTEREST

The Disclosure of Ownership Interest Affidavit ("DOIA") must be completed on behalf of any individual or business entity that seeks to do business with the Town when applicable. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

Upon request from the Department, the selected proposer shall submit a completed DOIA within a reasonable time, as requested. If the selected proposer fails to submit a completed DOIA in a timely manner, the Town, at its sole discretion, may elect to cancel the recommended award.

2.28 CONFLICT OF INTEREST

The award of any Agreement hereunder is subject to the provisions of Chapter 112, Florida Statutes. Contractors 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.

2.29 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

Pursuant to the provisions of 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 Proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, proposals, or replies 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 s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

Proposer shall complete the attached Sworn Statement on Public entity Crimes (Appendix E) and submit it with its proposal.

SECTION 3 PROPOSAL REQUIREMENTS

3.1 BACKGROUND

As previously described, Solid Waste Services are currently provided by a private company pursuant to an exclusive franchise agreement that will expire on March 31, 2023. Under the Town's existing franchise agreement, for Residential Service Units, Solid Waste is collected at Curbside in garbage cans or bags twice per week, Program Recyclables are collected at Curbside in Recycling Carts once per week, up to twelve (12) cubic yards of Bulk Waste including Bulk Trash and Yard Trash are collected at Curbside once every other week. (The Town intends to change to Cart collection for residential Solid Waste collection services in the upcoming Agreement – two scenarios will be contemplated as described in Section 3.2 below.) For Commercial Customers, solid waste is collected in a manner and frequency agreed upon between the Contractor and the Commercial Customer. All Collection Services may be performed Monday through Saturday.

The Town's current Residential Service Unit Program Recyclables items accepted include:

- Paper products including newspapers/inserts, junk mail, magazines, file folders, envelopes, shredded paper; flattened cardboard, drink cartons, brown paper bags, chip board (cereal boxes), paper milk containers.
- Aluminum cans, steel and bi-metal cans, tin cans, poly-coated cans.
- Plastic bottles, jugs, and dairy tubs.
- Glass bottles and jars (all colors).

The Town will allow Proposers to propose which materials the Proposer prefers to include in the list of Program Recyclables for the upcoming Agreement.

Note that the Town has entered into a Memo of Understanding (MOU) with Broward County that could result in changes to the materials collected separately and facilities used to process certain materials during the term of this Agreement. A copy of the MOU is provided in Exhibit B. However, at the time of the Commencement Date of this Agreement (April 1, 2023), no such facility designation is anticipated. As such, the Proposer will propose Designated Facilities for disposal and processing as described in Section 10 of the Agreement (Exhibit A).

The Town is providing the following Customer count and tonnage data for informational purposes and provides no guarantee as to accuracy. The Proposer is responsible for performing due diligence and understanding the Service Area.

TOWN OF SOUTHWEST RANCHES, FLORIDA
 SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
 RFP No. 22-008

There are approximately 2,660 Residential Service Units, roughly apportioned by the following lot square footage ranges. Residential Service Units are assessed annually by Broward County.

Residential Lot Square Footage Range	Approximate Number of Residential Service Units
Up to 41,200	409
41,201 to 46,999	436
47,000 to 62,999	419
63,000 to 95,999	471
96,000 to 106,999	474
107,000 and greater	447

Residential Service Unit tonnage data for the most recent four fiscal years is provided in the table below.

Fiscal Year	Residential Solid Waste Tons	Residential Recycling Tons	Residential Bulk Trash Tons
2017/2018	3,138.96	940.97	8,495.52
2018/2019	3,093.21	921.49	8,252.13
2019/2020	3,393.48	916.16	8,832.15
2020/2021	3,304.73	795.35	7,947.45

There are approximately 92 total Commercial Customers. It is estimated that approximately eighty-six (86) are serviced with Dumpsters, and approximately six (6) serviced with Roll Off Containers, including sizes of 25 cubic yards, 30 cubic yards and 35 cubic yards. The current contractor bills the Commercial Customers monthly based on the style, size container, and frequency of service.

Commercial Customer tonnage data for the most recent four fiscal years is provided in the table below.

Fiscal Year	Commercial Solid Waste Tons
2017/2018	2,690.39
2018/2019	1,886.07
2019/2020	1,891.43
2020/2021	1,967.43

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

For Commercial Customers using Dumpsters, the following table summarizes the size and frequency of Dumpsters used for Collection Services. The Dumpsters currently in service are primarily non-compacted (only one (1) 4 cubic yard (YD) Dumpster is compacted).

CY Size Dumpster	Pick Ups Per Week					
	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week
1 CY	15	-	-	-	-	-
2 CY	26	4	1	-	-	-
3 CY	4	1	-	-	-	-
4 CY	17	4	5	1	-	-
6 CY	2	1	-	-	-	-
8 CY	6	-	1	3	-	-

3.2 GENERAL SCOPE OF SERVICES

The Town is considering two alternatives for frequency of certain Residential Collection Services. Proposers shall carefully review the draft Agreement provided in Exhibit A in which each alternative is described in more detail. The following table provides a summary of the Residential Collection Services alternatives being considered. (*“EOW” means Every-other-week.*)

	Scenario A: 2-1-EOW	Scenario B: 1-EOW-EOW
Solid Waste	2 x week	1 x week
Recycling	1 x week	EOW
Bulk Waste	EOW	EOW

While the Town may select any combination of the alternatives for Residential Collection Services described in the table above, for cost evaluation purposes described in more detail in Evaluation of Qualifications and Award Section 4, the alternatives will be evaluated in as these two scenarios (Scenario A and Scenario B). For Commercial Customers, Solid Waste will continue to be collected in a manner and frequency agreed upon between the Contractor and the Commercial Customer. Collection Services may occur Monday through Saturday.

Residential Service Units will continue to be billed through Broward County Property Appraiser for basic services; Commercial Customers will continue to be billed by the Contractor as described in the Agreement included as Exhibit A.

The Town is particularly interested in an enhanced ability to be kept informed of operations on a daily basis and have the ability to efficiently communicate with the Contractor. Proposers shall describe their approach/method to software with which Town personnel could

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

directly interface and the benefits it will provide relating to enhanced customer service for Customers and the Town (see Chapter 5 below).

The Town is particularly interested in an enhanced ability to keep residents informed of operations with a *Public Education and Awareness Program (Refer to Section 11E of Agreement Exhibit A)* including:

1. Attendance at each HOA meeting annually, (Charrette) in Southwest Ranches where a high level of public awareness and input is needed and welcomed at no charge to the Town. Current HOA's include the following (more HOA's may be added):
 - Sunshine Ranches
 - Country Estates
 - Ivanhoe Estates
 - Rolling Oaks
 - Griffin 345
2. Attendance at Council Meetings, quarterly, which will create a partnership and positive working relationship with the public/residents along with input and updates from the community at no charge to the Town.

3.3 MINIMUM QUALIFICATIONS

Overview

Each Proposer must prove to the satisfaction of the Town that the Proposer meets the minimum requirements described herein. The Proposer must submit all of the documentation and information required in this RFP. Each Proposer must use Appendix Q provided in Section 5 of this RFP to identify the Proposer's experience and references and must include information in Chapter 2 described in Proposal Description Section 3.5 below.

In the Experience Subsections A through G below, all references to the Proposer's experience and qualifications relate to the operating experience and qualifications of the business entity (e.g., corporation) submitting the proposal. If a Proposer wishes to rely on the experience and qualifications of the Proposer's parent company, subsidiaries, or affiliates, the Proposer may do so, but then the Proposer must provide all relevant information concerning the parent company, subsidiaries, and affiliates when responding to the questions and requirements in Sections 3.4 and 3.5, Chapter 2 (which includes litigation history, criminal convictions, and environmental violations) of this RFP. A Proposer cannot demonstrate compliance with the experience criteria in Subsections A, B, C, D, E, F, and G below for Proposers by solely relying on the experience of the individuals that comprise the Proposer's staff or management team.

Experience

Each Proposer must provide information and documentation demonstrating that it satisfies all of the minimum qualifications listed below.

- A. The Proposer must have at least three (3) years of experience collecting Solid Waste at Curbside pursuant to qualifying residential contracts described in C below.
- B. The Proposer Currently must be providing Collection Service under at least two (2) qualifying residential contracts.

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

- C. Each of the qualifying residential contracts must be an exclusive contract—i.e., a contract with a city, county, or other governmental entity that gives the Proposer the exclusive right to collect the Solid Waste generated by the residents in a designated geographic area.
- D. Under each of the qualifying residential contracts, the Proposer must collect Solid Waste from at least two thousand five hundred (2,500) Dwelling Units at Curbside locations.
- E. Under at least one of the qualifying residential contracts, the Proposer must collect Solid Waste at Curbside locations using Solid Waste Carts and automated or semi-automated equipment.
- F. Each qualifying residential contracts must be with a city, county, or other governmental entity located in the Southeastern United States.
- G. The Proposer must have qualifying commercial contracts, which show that the Proposer:
 - (1) has at least three (3) years of experience collecting Solid Waste from commercial businesses; and
 - (2) Currently collects Solid Waste from commercial businesses in at least two (2) cities or counties where the Proposer collects at least ten thousand eight hundred (10,800) cubic yards (or 2,700 tons) of such material each year.
- H. The Proposer shall assign a District Manager and a Field Supervisor (or other employees with similar job titles and responsibilities) to the Town’s work. Both of these employees must have at least five (5) years of experience working in a similar role on a comparable project. For the purposes of this paragraph, a comparable project means one that includes: (1) the collection of Solid Waste from at least two thousand five hundred (2,500) Dwelling Units at Curbside and (2) the collection of at least ten thousand eight hundred (10,800) cubic yards (or 2,700 tons) of Solid Waste per year from commercial businesses.

Qualifying residential contracts must satisfy all of the requirements set forth in Subsections A, B, C, D, E, and F, above. Contracts that fail to meet all of these requirements are, by definition, not qualifying contracts.

A Proposer may satisfy the requirements in Subsection G by providing proof of public or private contracts that individually or collectively meet the minimum criteria. Qualifying commercial contracts do not have to be with a governmental entity.

In addition to meeting these minimum requirements, each Proposer is encouraged to provide information in their proposal concerning their experience working on comparable projects. The instructions for providing such information are set forth in Section 3.5 of this RFP.

3.4 PROPOSAL FORMAT AND CONTENT

The Proposer must submit a Proposal that substantially complies with this RFP in all material aspects. All Proposals must contain direct responses to the requested information. The response should be organized so that specific sections and questions being responded to are readily identifiable and in the same sequence as outlined below. The Proposal shall cover in as much detail as possible the requirements of the RFP. However, Proposers are advised that lengthy or overly verbose or redundant submissions are not necessary. Proposers are advised to carefully

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

follow these instructions in order to be considered fully responsive to this RFP. Compliance with all requirements will be solely the responsibility of the Proposer. Proposers shall submit all required forms through the process outlined in the Preparing and Submitted Proposal Section 3.6 below. By submitting a response, the Proposer warrants that its Proposal is correct.

The Department reserves the right to request additional information to be used for evaluating responses received from any or all proposers, including, but not limited to, additional references or financial information. Further, the Department retains the right to disqualify from further consideration any proposer who fails to demonstrate sufficient ability to perform under the Agreement.

Notwithstanding these submittal requirements, the Department reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the Department (normally within two (2) business days of request). Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive.

The Proposal must be divided into eight (8) chapters with references to parts of this RFP done on a chapter-by-chapter basis. Responses to this RFP must be complete and unequivocal. In instances where a response is not required or a question in a form is not applicable to the Proposal, a response such as “no response required” or “not applicable” shall be provided. The table below provides an outline of each chapter, and Section 3.5 provides a more detailed explanation of the contents to be included in each chapter. Required forms, also referred to as appendices, are provided in Section 5.

Proposal Format

Chapter #	Chapter Content
Chapter 1	Letter of Intent, Organizational Structure
Chapter 2	Experience, Qualifications, and Prior Performance
Chapter 3	Staffing
Chapter 4	Implementation Plan
Chapter 5	Proposed Resources
Chapter 6	Financial Stability, Financial Statement, Performance Bond Commitment
Chapter 7	Required Forms (All Appendices included in Section 5 except Appendix B, Price Schedule)
Chapter 8	Appendix B, Price Schedule (including Exhibit 1. Residential and Exhibit 2. Commercial)

3.5 PROPOSAL DESCRIPTION

Each Proposer shall provide all the information requested for each chapter set forth below.

Chapter 1 - Letter of Intent, Organizational Structure

Each Proposer shall submit a letter of intent, which shall be signed by an officer of the company or other 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 Agreement, for the Rates (prices) submitted with the Proposal.

Each Proposer shall provide information concerning the Proposer's basic organizational structure. Proposers may supply any additional information that will assist the Town in understanding the Proposer's organization in Chapter 1.

Chapter 2 – Experience, Qualifications, and Prior Performance

Each Proposer must demonstrate that it satisfies the minimum requirements in Section 3.3, for Experience. Each Proposer must describe its experience with qualifying residential contracts by using Appendix Q (Proposer Experience), which is provided in Section 5 of this RFP. For each qualifying residential contract identified on Appendix Q, Proposers shall include the following:

- (a) a letter of reference from each local government.

In addition, please include copies of the following pages from the qualifying residential contract (*please do **not** include the entire contract*):

- (b) the title page;
- (c) the pages that identify the beginning and ending dates of the contract; and
- (d) the pages that contain the signatures of the parties executing the contract.

Note that Appendix Q shall be included in Chapter 7 – Required Forms and items (a) through (d) above shall be included in this Chapter 2 – Experience, Qualifications, and Prior Performance.

In addition to demonstrating compliance with the minimum criteria in Section 3.3, each Proposer is encouraged to use Appendix Q to identify at least three (3) and up to five (5) of their most recently awarded comparable projects. If the Proposer wishes to identify more than a total of five (5) projects, the Proposer should provide this information in the text of its Proposal in this Chapter 2, without using Appendix Q. Please do not use Appendix Q to identify more than a total of five (5) comparable projects. The Town is most interested in current projects in Florida that involve providing Residential Collection Services to at least two thousand five hundred (2,500) Residential Service Units at curbside locations.

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

Each Proposer also is encouraged to provide information in Chapter 2 to demonstrate that the Proposer has the experience to provide all of the Collection Services required under the Service Agreement, including the Collection of:

- (a) Solid Waste from Residential Service Units using Solid Waste Carts at curbside;
- (b) Source separated Recyclable Materials (Program Recyclables) in Recycling Carts at curbside;
- (c) Bulk Waste at curbside; and
- (d) Commercial Solid Waste Collection.

Regarding Litigation History, Criminal Convictions, and Environmental Violations:

- (a) Each Proposer shall identify each case within the last five years (i.e., on or after March 1, 2017) 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 Collection Services; (b) a city, county, or other governmental entity terminated a contract with the Proposer concerning Collection Services; 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 governmental entity for Collection Services and such fines or penalties exceeded ten thousand dollars (\$10,000) in one month; and (d) as may be the case in performance based collection contracts, a city, county, or governmental entity withheld or retained portions of payments that would have been paid to Proposer if performance metrics were met by Proposer concerning Collection Services and such retainage or otherwise withheld amount exceeded ten thousand dollars (\$10,000) in one month.
- (b) Each Proposer also shall identify each instance in which the Contractor paid more than ten thousand dollars (\$10,000) to settle a dispute with a governmental entity concerning the Proposer's performance under a contract for Collection Services and such payment occurred on or after March 1, 2017. The Contractor shall identify each such settlement agreement unless the settlement agreement explicitly prohibits the disclosure of the agreement's existence.
- (c) For each case identified pursuant to this Chapter 2, the Proposer must describe the basic facts concerning the case, including the names of the parties, and the current status of the case.
- (d) Each Proposer must provide a summary of each criminal conviction of the Proposer, or any of its owners or officers, concerning the Collection or management of Solid Waste, that occurred in or after 2017. For the purposes of this Chapter 2, any Person who pleads "guilty" or "nolo contendere" or who is found guilty shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.
- (e) Each Proposer also must provide a summary of each case initiated against the Proposer by an environmental agency since March 1, 2017 concerning Collection Services. The Town may disqualify a Proposer on the basis of: (a) past criminal convictions if those convictions

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

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.

Chapter 3 - Staffing

Each Proposer must provide an organizational chart for the professional or management level staff positions concerning the Solid Waste Services that the Proposer will provide for the Town. Each Proposer must confirm that it will provide a District Manager and a Field Supervisor that will be accessible to the Town at all times in accordance with the Agreement. Include a narrative description of the duties and responsibilities of each staff position and the qualifications required for each position. Indicate whether any of these individuals will be used to service any contract or franchise agreement for other cities or communities. Each Proposer must provide information demonstrating that these employees satisfy the experience criteria in Section 3.3, Experience.

For each member of the professional or management staff that will be responsible for providing services to the Town, please provide a resume indicating the individual's areas of expertise and experience. Resumes must include the following information; however, additional information also may be provided by the Proposer.

- Name & Title
- Assignment on Town's Project
- Years of Experience with:
 - The Proposer's Company
 - Other Similar Companies
- Education:
- Degree(s)
- Year/Specialization
- Summary of Professional Training and Experience
- Other Relevant Experience and Qualifications

Each Proposer must identify each subcontractor (if any) that the Proposer intends to use under this RFP in this Chapter and the services the proposed subcontractor would provide. In addition, Appendix R relating to subcontractors shall also be completed and included in Chapter 7 – Required Forms.

Proposers shall also describe and include printed examples in Chapter 3 their approach to training Collection Services personnel to clearly understand and abide by the specific terms and conditions of this Agreement. The Town is particularly interested in understanding how the Proposer would ensure the highest quality and consistency of service (e.g., consistently collecting Bulk Waste) throughout the duration of the Agreement.

Chapter 4 - Implementation Plan

Each Proposal must include an implementation plan--i.e., a plan that explains how the Proposer will provide the Proposer's services in compliance with the requirements in the Agreement. The plan must include: (a) a description of the proposed routes and schedules, preferably marked on

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

maps, indicating the days when each route will be followed (specific route maps may be submitted by the winning Proposer after award); (b) the job classifications and numbers of people to be employed each day; and (c) the general conditions of employment, such as the hours of work and the number of days to be worked each week.

In light of recent legislative action regarding contamination in recyclables (i.e., the passage of House Bill 73 which took effect October 1, 2020 and is reflected in Florida Statute 403.706), the implementation plan shall describe any practices or initiatives the Proposer will use to reduce the amount of Contaminated Residential Recycling Material that will be placed in the Recycling Carts. As previously stated in Section 2.2, for the purpose of proposing Rates for Program Recyclables Collection Services, the Program Recyclables items proposed to be accepted in the program shall be described in the Implementation Plan.

As part of the implementation plan, each Proposer shall describe how the Proposer will help the Town make the transition from the current service provider to the Proposer as well as from manual collection to Cart collection. Each Proposer should describe the key milestones, and the general timing of the milestones, that the Proposer believes are important to a smooth transition. (See Section 4 of the draft Agreement provided in Exhibit A regarding transition.)

Proposers shall describe how the Proposer intends to automate the interface between the Town and the Contractor regarding customer service-related matters (i.e., Town access to Contractor GPS and/or cameras on vehicles, the use of RFID chips and readers, Customer request and complaint handling procedures, etc.)

Each Proposer also should summarize its experience in providing Solid Waste Services when a city or county transitioned from another service provider to the Proposer as well as from manual collection to Cart collection. The Proposer should describe the prior experience and identify any key lessons that were learned from its experience. (Note the Proposer may describe its experience in Chapter 2 of its Proposal and then provide a cross-reference in this Chapter 4).

Chapter 5 – Proposed Resources

Each Proposer shall provide information demonstrating the Proposer will dedicate sufficient personnel, vehicles, equipment, and facilities to perform the work required under the Town's Agreement. Each Proposer shall explain how the personnel, vehicles, and equipment will be used to provide the services requested by the Town. Among other things each Proposer must identify:

- (a) the number and types of vehicles and equipment that will be used, by service;
- (b) the number and types of personnel, by service;
- (c) the facilities proposed to be used, by material type (i.e., Solid Waste, Program Recyclables, Bulk Waste)
- (c) the anticipated location of the Proposer's vehicle maintenance yard;
- (d) the method/approach to be used for managing customer relations and software interface capabilities with the Town described in Section 20 of the Agreement
- (e) the type of fuel(s) that will be used in the Proposer's Collection vehicles; and
- (f) any other relevant information that will help the Town evaluate the Proposer's plan for resources to provide service to the Town in compliance with the Agreement.

Each Proposer must submit a list of the vehicles (including spare or reserve vehicles) the Proposer

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

will dedicate to the Town's work. The list must identify the vehicle make, model, cargo capacity, and model year for each vehicle. The list also must identify the number and types of Collection vehicles to be used for each type of Collection Service, including the Collection of Residential and Commercial Solid Waste, Residential Program Recyclables, and Residential Bulk Waste for Scenario A and Scenario B.

Chapter 6 - Financial Stability, Performance Bond Commitment

Each Proposer must identify any pending or threatened bankruptcy proceedings involving the Proposer, its parent, a subsidiary, or an affiliate. The Proposer also must identify any bankruptcy proceedings that involved the Proposer, its parent, subsidiary, or affiliate, and were pending on or after March 1, 2017.

Each Proposer shall provide the Town with copies of their audited financial statements for the last two (2) years. If the Proposer does not have audited financial statements, 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 annual financial reports, annual audits, and similar filings with the U.S. Securities and Exchange Commission. The Town will evaluate this information to confirm that the Proposer has the financial capacity to perform the services required by the Agreement.

Each Proposer also must provide: (a) information concerning their available lines of credit, including current balances; and (b) one or more letters of reference from lenders or financial institutions that can attest to the creditworthiness of the Proposer and their willingness to do business with the Proposer.

Pursuant to the Florida Public Records Law, all of the financial information provided to the Town, as well as all of the other information submitted with the Proposer's Proposal, shall be available for public inspection after the Proposals are opened, except as provided in Sections 119.071(1)(b) and 286.0113, Florida Statutes.

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 24 of the Agreement.

The letter of commitment must demonstrate that the vendor has the ability to obtain a Performance Bond in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000). The letter of commitment must state that it is being 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 rating by A. M. Best or Standard and Poors; (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 Town by the Successful Proposer prior to the Commencement Date.

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

Chapter 7 – Required Forms (excluding Appendix B – Price Schedule)

In Chapter 7, Proposers shall include the following Appendices provided in Section 5 of this RFP.

APPENDIX A Proposer Information
APPENDIX C Disclosure of Ownership Interest
APPENDIX D Drug Free Workplace
APPENDIX E Sworn Statement Pursuant to Section 287.133(3) (A) Florida Statutes On Public Entity Crimes
APPENDIX F Non-Collusion Affidavit
APPENDIX G Anti-Lobbying Certification Form
APPENDIX H Proposer Confirmation of Qualifications
* APPENDIX I CERTIFICATE OF AUTHORITY (IF INDIVIDUAL / SOLE PROPRIETOR) * APPENDIX J CERTIFICATE OF AUTHORITY (IF PARTNERSHIP) * APPENDIX K CERTIFICATE OF AUTHORITY (IF CORPORATION OR LIMITED LIABILITY COMPANY) * APPENDIX L CERTIFICATE OF AUTHORITY (IF JOINT VENTURE)
APPENDIX M Proposal Bond
APPENDIX O Acknowledgment of Conformance with O.S.H.A. Standards
APPENDIX P Proposer Confirmation of Qualifications
APPENDIX Q Proposer Experience
APPENDIX R Subcontractor List
APPENDIX S Acknowledgement of Addenda
APPENDIX U Insert W9
APPENDIX V Insert Proof of Insurance
APPENDIX X 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING
APPENDIX Y Other Federal, State and Local Requirements (2 CFR 200 Compliance)
APPENDIX Z Insert E-Verify Registration Certificate

Note that Appendix W is a Statement of No Response, which is not required to be submitted with a Proposal.

Chapter 8 - Proposed Rates for Residential and Commercial Solid Waste Services

Each Proposer must complete Appendix B – Price Schedule which includes Exhibit 1 – Residential Collection Service and Exhibit 2 – Commercial Collection Service. Each Proposer must Complete Exhibit 1 and thereby provide its Rates (prices) for Residential Collection Services. Each Proposer must complete Exhibit 2 and thereby provide its Rates (prices) for Commercial Collection Services. Note that franchise fees shall **not** be included in proposed Rates, though franchise fees will be added as applicable prior to executing an Agreement. Instructions for properly completing the Exhibits are included on the Exhibits. Appendix B – Price Schedule must be included in Chapter 8 of the Proposal.

3.6 PREPARING AND SUBMITTING PROPOSALS

Each Proposal must contain the documents required by this Section 3 including Appendices/Forms provided in Section 5, as appropriate, each fully completed, and signed as required. Proposers shall prepare their Proposals utilizing the same format outlined below. A tabbed divider identifying the

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

corresponding chapter number shall separate each section of the hard copies of the Proposal as stipulated.

The original Proposal document package must not be bound; however, spiral binding and binder clips are acceptable for the submission of the document copies. One (1) unbound original and five bound (5) copies as well as one (1) in digital format (USB in .pdf file format) of the complete Proposal must be received by the Deadline for Submission of Proposals specified in this RFP. Double sided printing is permitted. For the purpose of reviewing the responsiveness of the Proposals, the digital format (USB in .pdf file format) must contain three separate files, including:

- A PDF of the complete Proposal (Chapters 1 through 8)
- A separate PDF of Appendices, except Appendix B (Chapter 7)
- A separate PDF of Appendix B - Price Schedule, Exhibit 1 and Exhibit 2 (Chapter 8)

Due on **Friday, May 13, 2022, by 11:00 a.m. EST**, one (1) unbound original and five (5) bound copies as well as one (1) in digital format (USB in .pdf file format) of the complete Proposal must be timely delivered to:

Venessa Redman, Senior Procurement and Budget Officer
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954-434-7467
Fax: 954-434-1490
Email: vredman@southwestranches.org

Proposals must be clearly marked on the outside of the package(s) referencing:

RFP No. 22-008
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT

Proposals received at any other location than the aforementioned or after the Deadline for Submission of Proposals shall be deemed non-responsive and shall not be considered.

Responses should be signed by an official authorized to bind the Proposer to the provisions given in the Proposal. Proposals are to remain valid for at least 90 days. Upon award of an Agreement, the contents of the Proposal of the Successful Proposer(s) may be included as part of the Agreement, at the Town's discretion.

For any questions, contact the Senior Procurement and Budget Officer.

SECTION 4 EVALUATION OF QUALIFICATIONS AND AWARD

4.1 EVALUATION OF PROPOSALS BY SELECTION COMMITTEE

The proposals submitted in response to this RFP will be reviewed and evaluated by the Town's Senior Procurement and Budget Officer and a Selection Committee, which will be comprised of Town employees designated by the Town Administrator. The review process will be conducted in two phases. In Phase One, the Senior Procurement and Budget Officer will determine whether each Proposal is responsive. For the purposes of this RFP, a responsive Proposer means a Person that has submitted a proposal that conforms in all material respects to the requirements in the RFP. Accordingly, in Phase One, the Senior Procurement and Budget Officer will determine whether each Proposer correctly completed and submitted all of the necessary forms, documents, and information.

The Senior Procurement and Budget Officer will work with other members of the Town staff to evaluate the financial information provided by the Proposers that are placed on the Town's short list in Phase One.

In Phase Two of the review process, the Selection Committee will determine whether each responsive Proposer is responsible. For the purposes of this RFP, a responsible Proposer means a Person that (a) has the capacity in all respects to fully perform the contract requirements and (b) has the integrity and reliability that will ensure good faith performance. In Phase Two, each proposal will be evaluated in light of the following factors:

1. The experience and qualifications of the Proposer.
2. The Proposer's prior performance when providing similar services.
3. The Proposer's equipment, personnel, resources, approach, methodology, and plan for providing the services required under the Agreement.
4. Any other relevant information concerning the Proposer's ability to provide outstanding service, value, and benefits that are consistent with the best interests of the Town.
5. The cost of the Proposer's services.

At any time during Phase One and Phase Two, the Town may conduct any investigations it deems necessary to evaluate the proposals. Each Proposer shall promptly provide the Town with any additional information reasonably requested by the Town. The Town shall have the right to make additional inquiries, interview some or all of the Proposers, visit the facilities of one or more of the Proposers, or take any other action the Town deems necessary to fairly evaluate a proposal. The Selection Committee may request that some or all of the Proposers provide a presentation to the Selection Committee; however, presentations are not necessarily going to be requested by the Selection Committee. Therefore, Proposers shall include any relevant information for the Selection Committee in their proposals.

At any time during Phase One and Phase Two, the Town may reject a proposal if the Town concludes the Proposer is not qualified -- i.e., the Proposer does not satisfy the minimum criteria set forth in this RFP.

TOWN OF SOUTHWEST RANCHES, FLORIDA
 SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
 RFP No. 22-008

Final approval will be by the Town Council who may request public presentation.

During Phase Two, the Town will evaluate each responsive proposal in light of the three weighted criteria set forth in the following table:

Weighted Criteria	Points
Criterion No. 1. Proposer’s experience, qualifications, and prior performance (i.e., factors 1 and 2, above)	25
Criterion No. 2. Proposer’s equipment, personnel, resources, technical approach, methodology, and implementation plan (i.e., factors 3 and 4, above)	40
Criterion No. 3. The cost of the Proposer’s services (i.e., factor 5, above)	35
Total	100

During Phase Two, the members of the Selection Committee will perform a technical evaluation of each Proposal the Town receives from responsive Proposers. Each member of the Selection Committee will evaluate each Proposal and then they shall assign the scores (i.e., points) they believe are appropriate for Criterion No. 1 and Criterion No. 2, given the points allocated for Criterion No. 1 and Criterion No. 2 in the table above. After each member of the Selection Committee has scored each Proposal, the Senior Procurement and Budget Officer will collect the scores from the committee members and then average the individual scores.

When considering a proposal, the members of the Selection Committee shall divide the contents of the Proposal into two (2) categories to match the description of Criterion No. 1 and Criterion No. 2. Section 4.2, below, describes how the contents of the proposal will be assigned to these two (2) categories of weighted criteria.

The Senior Procurement and Budget Officer, with assistance from the Town’s consultant, will evaluate the Rates that the Town receives from responsive Proposers. The cost of each Proposer’s services (Criterion No. 3) shall be estimated by using the proposed prices in Appendix B, Exhibit 1 and Exhibit 2 to calculate the total annual cost of providing the Proposer’s services to all Residential Service Units and Commercial Customers. The calculation of the total annual cost shall be based on the Town’s estimate of (a) the current number of Residential Service Units and (b) the current number of Commercial Customers and the services they receive. After the Senior Procurement and Budget Officer calculates the estimated total annual cost of each responsive Proposer’s Collection Services, the costs of each proposal will be compared.

The maximum number of points under Criterion No. 3 (i.e., 35 points) will be awarded by the Senior Procurement and Budget Officer to the proposal that offers the lowest cost. The points to be awarded to the other proposals will be calculated by using the following formula:

TOWN OF SOUTHWEST RANCHES, FLORIDA
 SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
 RFP No. 22-008

A/B x C = D
 Where:

- A = lowest price
- B = Proposer’s price
- C = total possible points for price (35)
- D = points earned by Proposer

This process will be repeated for each of the two scenarios the Town is considering shown in the table below. (“EOW” means *Every-other-week*.)

	Scenario A: 2-1-EOW	Scenario B: 1-EOW-EOW
Residential Solid Waste	2 x week	1 x week
Residential Recycling	1 x week	EOW
Residential Bulk Waste	EOW	EOW
Commercial Solid Waste	Based on Service Style and Frequency	Based on Service Style and Frequency

The Senior Procurement and Budget Officer will calculate the total score for each proposal that the Town receives from a responsive Proposer. The total score will be the sum of the points awarded to the Proposer under Criterion No. 1, Criterion No. 2, and Criterion No. 3 for each of the two scenarios. The Proposer with the highest total score will be ranked highest for award preference, by scenario. The Proposer with the second highest total score will be ranked second highest for award preference and so on, until all Proposers are ranked for each scenario.

The Senior Procurement and Budget Officer shall recommend, in order of preference, the responsive and responsible Proposers whose proposals are deemed the most advantageous to the Town, and at which frequency for Residential Collection Services (i.e., Scenario A or B) are preferred, based on the weighted criteria described above.

4.2 PROPOSAL COMPONENTS AND EVALUATION CRITERIA

The information provided by the Proposer shall be divided into the following categories when the Selection Committee or the Senior Procurement and Budget Officer assigns points to a Proposer. Note that Chapter 7 – Required Forms will be reviewed by the Senior Procurement and Budget Officer in Phase One to determine responsiveness to the RFP and may be used in Phase Two by the Selection Committee at their discretion.

Criterion 1: Experience, Qualifications, and Prior Performance (25 Points)

Chapter 2 - Experience, Qualifications, and Prior Performance

Chapter 3 - Staffing

Criterion 2: Resources and Implementation Plan (40 Points)

Chapter 4 - Implementation Plan

Chapter 5 - Proposed Resources

Chapter 6 - Financial Stability, Financial Statement, Performance Bond Commitment

Cost of Services (35 Points)

Chapter 8 - Proposed Rates for Residential and Commercial Collection Service

4.3 AWARD OF CONTRACT BY TOWN COUNCIL

After the Selection Committee and the Senior Procurement and Budget Officer complete their assessments of the proposals, the Senior Procurement and Budget Officer shall prepare a recommendation, which shall be presented to the Town Council at a public meeting. The Council may exercise any one of the following options:

- (a) The Council may approve the award of the Town's work to the Proposer that received the highest ranking by the Selection Committee; or
- (b) The Council may reject all of the proposals, based on any reason the Council deems sufficient; or
- (c) The Council may defer the award of the Town's work until the Selection Committee reconsiders its recommendation in light of new information.

It is anticipated that the Council will award the Town's work to the Proposer that submits the best overall proposal, based on the determinations by the Selection Committee and the Senior Procurement and Budget Officer, and the Council's assessment of the Town's best interests.

After the Council selects the Successful Proposer, the Successful Proposer must provide the required Performance Bond and parent corporation guarantee to the Town, as described in the Agreement. Thereafter, the Successful Proposer and the Town's designated representative shall execute the Agreement. If the highest ranked Proposer fails to comply with the requirements herein, the Town may award the Agreement to the next highest ranked Proposer.

4.4 THE TOWN'S ACCEPTANCE OR REJECTION OF PROPOSALS

The Town reserves its exclusive right to:

- reject any and all proposals, with or without cause;
- accept the proposal which, in the judgment of the Town, is the best overall proposal, based on the weighted criteria described herein;

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

- reject any and all non-responsive proposals;
- waive minor irregularities and technicalities in any proposal;
- issue addenda or otherwise revise the requirements in this RFP;
- issue requests for new proposals;
- cancel this RFP;
- change the schedule for any activities under this RFP; and
- enter into negotiations with one or more Proposers.

The Town reserves its right to request one or a series of best and final offers if information is obtained during the evaluation process that makes it necessary for the Town to clarify the requirements in this RFP and otherwise ensure the most competitive pricing.

The Town shall decide, in its sole discretion, whether to reject a proposal as non-responsive. Among other things, a Proposal may be found to be non-responsive if the Proposer: failed to provide the information requested in the RFP; failed to utilize or complete the required forms; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; provided improper or undated signatures; or provided information that is false, misleading, or exaggerated.

The Town may reject a proposal for any reason that the Town deems sufficient. For example, the Town may reject one or more proposals if: the Proposer misstates or conceals any material fact in their proposal; the proposal does not conform to the requirements of Applicable Law; the proposal is subject to conditions or qualifications; a change occurs that makes this RFP unnecessary for the Town; a Person submits more than one proposal under the same or different names; a Proposer fails to perform satisfactorily or meet its financial obligations on previous contracts; the Proposer employs unauthorized aliens in violation of Section 274(A)(e) of the Immigration and Naturalization Act; or the Proposer is listed on the U.S. Comptroller General's List of Ineligible Companies for Federally Financed or Assisted Projects.

Any or all proposals may be rejected if the Town concludes that collusion existed among two or more of the Proposers. Proposals received from the participants in such collusion will not be considered for the same work if this RFP is re-advertised.

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If a Proposer is involved in more than one proposal for the same work, the Town may reject all proposals in which such Proposer is believed to be involved.

The Town may reject proposals if two (2) or more Proposers are planning a merger or are in the process of merging with or acquiring other Proposers, and the Town concludes that the Proposers are not submitting bona fide or uncompromised proposals. In such cases, the Town may reject all proposals in which such Proposers are involved. Any and all compromised proposals will be rejected if there is reason to believe that collusion exists between Proposers.

Nothing contained in this RFP shall be construed to restrict the Town Administrator's right to terminate this RFP if he deems it to be in the best interests of the Town.

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

SECTION 5 PROPOSAL RESPONSE FORMS

A Proposer may be disqualified if its Appendices are not completed fully and in compliance with the instructions contained herein. Each Proposer must respond to each question in each Appendix, by answering the question or stating “not applicable,” as appropriate.

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

APPENDIX A
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)

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

**APPENDIX B
PRICE SCHEDULE**

EXHIBIT 1. PROPOSED RATES FOR RESIDENTIAL COLLECTION SERVICE

Each Proposer shall use this form to provide its Rates for Residential Collection Services provided in the Service Area. The Rates shall be the prices that the Proposer will charge to provide Collection Services in compliance with the requirements specified in the Agreement. All Rates proposed on this form shall be fixed through September 30, 2023.

The Rates shall be expressed as the cost that the Town must pay per Residential Service Unit per month. Each month shall be deemed to consist of 4.33 weeks.

There shall be no charge for Side Door Service if the Customer satisfies the criteria in Section 5.F of the Agreement.

Monthly Rates for Residential Collection Services

	Scenario A	Scenario B
Solid Waste	2 x week, Carts	1 x week, Carts
Solid Waste - <u>Collection Component</u> (per household per month)	\$	\$
Solid Waste - <u>Disposal Component</u> (per household per month)	\$	\$
Program Recyclables	1 x week, Carts	Every-other-week, Carts
Program Recyclables - <u>Collection Component</u> (per household per month)	\$	\$
Program Recyclables - <u>Processing Component</u> (per household per month)	\$	\$
Bulk Waste	Every-other-week	Every-other-week
Bulk Waste - <u>Collection Component</u> (per household per month)	\$	\$
Bulk Waste - <u>Disposal/Processing Component</u> (per household per month)	\$	\$

Notes:

1. The Collection Component of the Rates proposed herein shall include all costs for providing collection and transfer to the proper facility. On October 1, 2023, and annually thereafter, the Collection Component of Rates for Residential Collection Services may be adjusted in accordance with Section 12.F of the Agreement, based on changes in Consumer Price Index.
2. The Disposal or Processing Component of the Rates proposed herein shall be calculated based on the proposed generation factors and tipping fees indicated on the following pages, calculated based on the respective formula provided on the following pages.

TOWN OF SOUTHWEST RANCHES, FLORIDA
 SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
 RFP No. 22-008

**EXHIBIT 1. PROPOSED RATES FOR RESIDENTIAL COLLECTION SERVICE
 (CONTINUED)**

The Disposal Component of the Rate for Solid Waste shall be calculated using the following formula. Proposer shall fill in the pounds per household assumption and the tipping fee in the lines provided below and fill in the Disposal Component line item for Solid Waste in the Monthly Rate table above according to the following formula.

(Solid Waste Generation Factor per Household per Month / 2,000) x Disposal Tipping Fee = Monthly Disposal Component.

Proposed Solid Waste Disposal Tipping Fee: \$ _____ per ton

Proposed Solid Waste Generation Factor per household (pounds per household per month):

Scenario A	Scenario B
(Lbs./HH/Month)	(Lbs./HH/Month)

The Processing Component of the Rate for Program Recyclables shall be calculated using the following formula. Proposers shall fill in the pounds per household assumption and the processing tipping fee in the lines provided below and fill in the Processing Component line item for Program Recyclables in the Monthly Rate table above according to the following formula.

(Program Recyclables Generation Factor per Household per Month / 2,000) x Processing Tipping Fee = Monthly Processing Component.

Proposed Program Recyclables Processing Tipping Fee: \$ _____ per ton

Proposed Program Recyclables Generation Factor per household (pounds per household per month):

Scenario A	Scenario B
(Lbs./HH/Month)	(Lbs./HH/Month)

The Disposal/Processing Component of the Rate for Bulk Waste shall be calculated using the following formula. Proposers shall fill in the pounds per household assumption and the disposal/processing tipping fee in the lines provided below and fill in the Processing Component line item for Bulk Waste in the Monthly Rate table above according to the following formula.

(Bulk Waste Generation Factor per Household per Month / 2,000) x Disposal/Processing Tipping Fee = Monthly Disposal/Processing Component.

Proposed Bulk Waste Disposal/Processing Tipping Fee: \$ _____ per ton

Proposed Bulk Waste Generation Factor per household (pounds per household per month):

Scenario A	Scenario B
(Lbs./HH/Month)	(Lbs./HH/Month)

**EXHIBIT 1. PROPOSED RATES FOR RESIDENTIAL COLLECTION SERVICE
(CONTINUED)**

Special Collection Services per Section 5.D of Agreement

Rates for Excess (more than twelve (12) cubic yards per Set Out) Bulk Waste Collection Service:

Collection Component \$ _____ per cubic yard

Disposal/Processing Component for Excess Bulk Waste: The disposal/processing component of the Rate shall be calculated using the following formula. Proposer shall fill in the pounds per cubic yard assumption, and then fill in the Disposal/Processing charge per cubic yard according to the following formula.

(Generation Factor per Cubic Yard / 2,000) x Tipping Fee = Disposal Charge per Cubic Yard

Proposed Generation Factor per Cubic Yard: _____ pounds per Cubic yard

Proposed Bulk Waste Disposal/Processing Tipping Fee: \$ _____ per ton

Disposal/Processing Component: \$ _____ per cubic yard

Total Per Cubic Yard Charge: \$ _____ (Collection Component plus Disposal Component)

Rate for Bulk Waste Collection on an unscheduled service day (with Customer request and approval):

Collection Component: \$ _____ (per cubic yard per Collection on an unscheduled service day)

Disposal/Processing Component: \$ _____ (per cubic yard per Collection on an unscheduled service day)

Total \$ _____ (Collection Component plus Disposal Component, per cubic yard)

Rate for Solid Waste Cart Collection on an unscheduled service day (with Customer request and approval):

Collection Component: \$ _____ (per Collection on an unscheduled service day)

Disposal Component: \$ _____ (per Collection on an unscheduled service day)

Total \$ _____ (Collection Component plus Disposal Component)

**EXHIBIT 1. PROPOSED RATES FOR RESIDENTIAL COLLECTION SERVICE
(CONTINUED)**

Special Collection Services per Section 5.D of Agreement (Continued)

Rate for Additional Solid Waste Cart, per additional Cart per month (see Section 6.A.(4) of Agreement):

Collection Component: \$_____ (per Collection on an unscheduled service day)
Disposal Component: \$_____ (per Collection on an unscheduled service day)
Total \$_____ (Collection Component plus Disposal Component)

Solid Waste and/or Recycling Cart Replacement for Lost or Stolen Carts (see Section 6.C.(4) of Agreement):

*Not to Exceed: \$_____ per Cart for ninety-five (95) gallon (or similar size) Cart
*Not to Exceed: \$_____ per Cart for sixty-five (65) gallon (or similar size) Cart

**Rate shall not be adjusted during term of Agreement without Town approval.*

EXHIBIT 2. PROPOSED RATES FOR COMMERCIAL COLLECTION SERVICE

Each Proposer shall use this form to provide its Rates for Commercial Collection Services. The Rates shall be the prices that the Proposer will charge to provide Collection Services in compliance with the requirements specified in the Agreement. All Rates proposed on this form shall be fixed through September 30, 2023. The Rates for Commercial Collection Service include all charges and fees for the rental and maintenance of Containers. With regard to monthly Rates, each month shall be deemed to consist of 4.33 weeks.

A. Monthly Rates for Collection of Non-compacted (Loose) Solid Waste Dumpsters

Monthly Rates for the Following Frequency of Collection with Dumpsters (Non-compacted) COLLECTION COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$	\$
6	\$	\$	\$	\$	\$	\$	\$
8	\$	\$	\$	\$	\$	\$	\$

Notes:

1. On October 1, 2023, and annually thereafter, the Collection Component of Rates for Commercial Collection Services will be adjusted in accordance with Section 13.D of the Agreement, based on changes in Consumer Price Index.
2. Rates proposed herein shall include all costs for providing collection and transfer to the Designated Facility but shall **not** include the 10% Franchise Fee described in Section 13.B of the Agreement, for the purpose of these Proposed Rates (Franchise Fee will be added to Rates prior to execution of an awarded Agreement). Disposal costs shall **not** be included in the table above (see following table).
3. The Rates for Extra Collection shall only be charged if a Customer requests an additional Collection beyond the normal Collection schedule for that Customer.

TOWN OF SOUTHWEST RANCHES, FLORIDA
 SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
 RFP No. 22-008

**EXHIBIT 2. PROPOSED RATES FOR COMMERCIAL COLLECTION SERVICE
 (CONTINUED)**

The disposal component of the Rate shall be calculated using the following formula. Proposer shall fill in the pounds per Cubic Yard assumption and the proposed tipping fee, and then fill in DISPOSAL COMPONENT ONLY Table according to the following formula.

(Generation Factor per Cubic Yard x Size Container x Frequency of Collection per Week x 4.33 / 2,000) x Tipping Fee = Monthly Disposal Component

Proposed Generation Factor per Non-Compacted Cubic Yard: _____ pounds per Cubic yard

Proposed Solid Waste Disposal Tipping Fee: \$_____ per ton

Monthly Rates for the Following Frequency of Collection with Dumpsters (Non-compacted) DISPOSAL COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$	\$
6	\$	\$	\$	\$	\$	\$	\$
8	\$	\$	\$	\$	\$	\$	\$

Notes:

1. The Rates for Extra Collection shall only be charged if a Customer requests an additional Collection beyond the normal Collection schedule for that Customer.
2. The Disposal Component shall **not** include the 10% Franchise Fee described in Section 13.B of the Agreement, for the purpose of these Proposed Rates (franchise fees will be added to Rates prior to execution of an awarded Agreement).

TOWN OF SOUTHWEST RANCHES, FLORIDA
 SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
 RFP No. 22-008

**EXHIBIT 2. PROPOSED RATES FOR COMMERCIAL COLLECTION SERVICE
 (CONTINUED)**

B. Monthly Rates for Collection of Compacted Solid Waste Dumpsters

Monthly Rates for the Following Frequency of Collection with Dumpsters (Compacted) COLLECTION COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$	\$
6	\$	\$	\$	\$	\$	\$	\$
8	\$	\$	\$	\$	\$	\$	\$

Notes:

1. On October 1, 2023, and annually thereafter, the Collection Component of Rates for Commercial Collection Services will be adjusted in accordance with Section 13.D of the Agreement, based on changes in Consumer Price Index.
2. Rates proposed herein shall include all costs for providing collection and transfer to the Designated Facility but shall **not** include the 10% Franchise Fee described in Section 13.B of the Agreement, for the purpose of these Proposed Rates (franchise fees will be added to Rates prior to execution of an awarded Agreement). Disposal costs shall **not** be included in the table above (see following table).
3. The Rates for Extra Collection shall only be charged if a Customer requests an additional Collection beyond the normal Collection schedule for that Customer.

**EXHIBIT 2. PROPOSED RATES FOR COMMERCIAL COLLECTION SERVICE
 (CONTINUED)**

The disposal component of the Rate shall be calculated using the following formula. Proposer shall fill in the pounds per Cubic Yard assumption and the proposed tipping fee, and then fill in DISPOSAL COMPONENT ONLY Table according to the following formula.

(Generation Factor per Cubic Yard x Size Container x Frequency of Collection per Week x 4.33 / 2,000) x Tipping Fee = Monthly Disposal Component

Proposed Generation Factor per Compacted Cubic Yard: _____ pounds per Cubic yard

Proposed Solid Waste Disposal Tipping Fee: \$_____ per ton

Monthly Rates for the Following Frequency of Collection with Dumpsters (Compacted) DISPOSAL COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$	\$
6	\$	\$	\$	\$	\$	\$	\$
8	\$	\$	\$	\$	\$	\$	\$

Notes:

1. The Rates for Extra Collection shall only be charged if a Customer requests an additional Collection beyond the normal Collection schedule for that Customer.
2. The Disposal Component shall **not** include the 10% Franchise Fee described in Section 13.B of the Agreement, for the purpose of these Proposed Rates (franchise fees will be added to Rates prior to execution of an awarded Agreement).

C. Rates for Locking and Unlocking Dumpster Enclosures:

\$_____ per occurrence

D. Container Re-delivery Rate that may be charged if Commercial Collection Service is stopped due to non-payment by the Customer upon resumption of Collection Service:

\$_____ per occurrence

**EXHIBIT 2. PROPOSED RATES FOR COMMERCIAL COLLECTION SERVICE
(CONTINUED)**

E. Rates for Collection of Roll Off Containers Attached to Compactors¹

Delivery Charge for Detachable Container	\$_____ per occurrence
Daily Rental Charge for Detachable Container	\$_____ per day after delivery day
Delivery Charge for Stationary Packing Unit	\$_____ per occurrence
Rental Charge for Stationary Packing Unit	\$_____ per _____ (day or month)
Collection Charge per Pull (Solid Waste)	\$_____ per pull

*Note disposal cost is based on Tipping Fee and weight of Roll Off Container.

F. Rates for Collection of Roll Off Containers Not Attached to Compactors¹

Delivery Charge for Container	\$_____ per occurrence
Daily Rental Charge for Detachable Container	\$_____ per day after delivery day
Collection Charge per Pull (Solid Waste)	\$_____ per pull

*Note disposal cost is based on Tipping Fee and weight of Roll Off Container.

1. On October 1, 2023, and annually thereafter, the Rates for Roll Off Collection Services will be adjusted in accordance with Section 13.D of the Agreement, based on changes in Consumer Price Index. Rates proposed herein shall include costs for providing collection and transfer to the Designated Facility but shall **not** include the 10% Franchise Fee described in Section 13.B of the Agreement, for the purpose of these Proposed Rates (franchise fees will be added to Rates prior to execution of an awarded Agreement).

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

APPENDIX C
DISCLOSURE OF OWNERSHIP INTEREST

TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as “Affiant,” who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

an individual **or**

the _____ of _____.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its Town Council.

2. Affiant’s address is:

3. Attached hereto as Exhibit “A” is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant’s corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual’s or entity’s interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches policy and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ___ day of _____, 2022,

by _____ (name of person acknowledging).

Notary Public

(Print Notary Name)
State of _____ at Large
My Commission Expires: _____

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

APPENDIX D
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 NAME: _____

PROPOSER FIRM: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

APPENDIX E
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.

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

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 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
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

By: _____

(Printed Name)

(Title)

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ___ day of _____, 2022,

by _____ (name of person acknowledging).

Notary Public

(Print Notary Name)

State of _____ at Large

My Commission Expires: _____

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

By: _____

(Printed Name)

(Title)

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ___ day of _____, 2022,

by _____ (name of person acknowledging).

Notary Public

(Print Notary Name)

State of _____ at Large

My Commission Expires: _____

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

APPENDIX G
ANTI-LOBBYING CERTIFICATION FORM

1. The prospective participant certifies to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization: _____

Street address: _____

City, State, Zip: _____

Certified By: _____

(type or print)

Title: _____

Signature: _____

Date: _____

APPENDIX H
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 Invitation For Bids, 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 Invitation For Bids.

1. All license, certificate and experience requirements must be met by the Proposer (as opposed to the Subcontractor) at the time of Proposal submission. Bids submitted by Proposer 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 Proposal 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 IFB):

PROPOSER: _____

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ___ day of _____, 2022,

by _____ (name of person acknowledging).

Notary Public

(Print Notary Name)

State of _____ at Large

My Commission Expires: _____

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

PROPOSER FIRM: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

***APPENDIX I**

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 his 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)

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

PROPOSER: _____

By: _____

Title: _____

IN PRESENCE OF: _____
(Individual or Partnership Principal)

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

SURETY: _____

By: _____

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Countersigned by Florida Agent: _____

Name: _____

Date: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

APPENDIX O
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: _____

APPENDIX P
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. Bids 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 Proposal 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 IFB):

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ___ day of _____, 2022,

by _____ (name of person acknowledging).

Notary Public

(Print Notary Name)

State of _____ at Large

My Commission Expires: _____

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

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

TYPE OF COMMERCIAL COLLECTION SERVICE PROVIDED

9. Number of Commercial Customers for Solid Waste Collection _____
10. Total amount (cubic yards or tons) of Solid Waste collected annually from Commercial Customers
_____ cubic yards
OR
_____ tons

11. Additional Comments:

TOWN OF SOUTHWEST RANCHES, FLORIDA
 SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
 RFP No. 22-008

APPENDIX R
SUBCONTRACTOR LIST

In the form below, the Proposer shall list all Subcontractors to be used on this project if the Proposer is awarded the Agreement for this project. This list shall not be amended without the prior written consent of Town. If the Proposer will use any subcontractors to perform the work under the Town’s Agreement, the Proposer shall provide: (a) the name and address of each subcontractor; (b) the name and telephone number of the subcontractor’s contact person; and (c) a description of the work that will be performed by each subcontractor (in the Classification of Work column).

<u>CLASSIFICATION OF WORK</u>	<u>NAME</u>	<u>ADDRESS</u>	<u>CONTACT NAME</u>	<u>CONTACT TELEPHONE</u>

PROPOSER NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

APPENDIX S
ACKNOWLEDGEMENT OF ADDENDA

Proposer acknowledges receipt of all addenda by initialing below for each addendum received.

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

[Remainder of page intentionally left blank]

PROPOSER NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008
APPENDIX U

INSERT W – 9

**Must utilize current IRS October 2018, signed, signed,
dated and legible W-9**

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008
APPENDIX V

INSERT PROOF OF INSURANCE

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

*** APPENDIX W**
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) are indicated below, and this form is returned to:

Venessa Redman, Senior Procurement and Budget Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: vredman@southwestranches.org

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: _____

APPENDIX X
44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and Accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX Y
OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS
(2 CFR 200 COMPLIANCE)

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

B. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008

training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

N. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

O. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”), as applicable to this Agreement.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOLID WASTE, RECYCLABLES, AND BULK WASTE FRANCHISE AGREEMENT
RFP No. 22-008
APPENDIX Z

INSERT E-VERIFY REGISTRATION CERTIFICATE

PROVIDE PROOF OF E-VERIFY REGISTRATION

- a) Page showing USCIS verified electronic approval.
- b) Page listing Company name & EIN number, matching W9 (Appendix U) submitted.

Visit www.E-Verify.gov/Employer to register, save registration as a PDF document and include memorandum of Understanding document in this proposal.

DO NOT INCLUDE MOU OF COMPANY DIFFERENT TO W9 SUBMITTED.