

REQUEST FOR PROPOSAL

**NUMBER
RFP #19-ES-015**



City of Edgewater

RESIDENTIAL RECYCLING SERVICES

Pat Drost
Purchasing Specialist

LEGAL NOTICE

Notice is hereby given that the City of Edgewater is accepting Sealed Proposals for the **Residential Recycling Services**, for the City of Edgewater in accordance with the terms, conditions, and specifications stated herein.

Proposals will be received until **3:00 p.m., on September 11, 2019** by the City Clerk's Office, City Hall, 104 N. Riverside Drive, Edgewater, Florida 32132.

RFP# 19-ES-015 "Residential Recycling Services"

The City of Edgewater has issued this Request for Proposal (hereinafter, "**RFP**") with the sole purpose and intent of obtaining proposals from interested and qualified firms offering to provide **RESIDENTIAL RECYCLING SERVICES**, in accordance with the specifications stated and/or attached herein/hereto.

The services to be performed consist of residential curbside collection of recyclable materials in the recycling service area (see Exhibit A). The contractor shall perform such services as are required to provide a complete residential recyclable material program. The City desires to obtain the services of a qualified contractor capable of performing and managing a complete residential recyclable material program within the City service area.

A pre-proposal conference is not applicable for this solicitation.

A non-mandatory mandatory pre-proposal conference will be held on August 20, 2019, commencing promptly at 9:30 a.m., and will be held in the Council Chambers, 104 N. Riverside Drive, Edgewater, Florida 32132.

One (1) original and one (1) electronic copy on a flash drive, of the proposal should be delivered to the City Clerk's Office, City of Edgewater, 104 North Riverside Drive, P.O. Box 100, Edgewater, Florida 32132-0100 in a sealed envelope plainly marked on the outside: "**Residential Recycling Services**", **RFP # 19-ES-015**.

All statements shall be made upon the official proposal form which may be obtained on the City's E-Procurement site: www.demandstar.com.

City of Edgewater does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Edgewater Finance website: www.cityofedgewater.org, www.demandstar.com, and also posted in the Lobby of City Hall on August 8, 2019.

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1) Introduction/Overview

A) Purpose/Objective

As requested by the City Council of the City of Edgewater, the City of Edgewater Finance Department (herein after, “City”) has issued this Request for Proposal (hereinafter, “**RFP**”) with the sole purpose and intent of obtaining bids from interested and qualified firms offering to provide RESIDENTIAL RECYCLING SERVICES, in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to as the “Contractor”.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Edgewater, City Council (herein after, the “Council”), signed by all required parties and filed with the City Clerk.

The initial term of the contract will be for three (3) years with two (2) optional one (1) year extensions thereof. The contents of the successful proposal response will become part of the contract document.

As is more fully explained in Section “6L” of this RFP, an award, if made, will be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City will not use any other factors or criteria in the evaluation of the proposals received.

B) Background

The City serves an area of 24.83 square miles with a population of approximately 23,319. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Edgewater’s Comprehensive Annual Financial Report for fiscal year 2017 and in the City’s Annual Budget for fiscal year 2019. Copies of these documents may be viewed on www.cityofedgewater.org. The City of Edgewater is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFP** to Pat Drosten, Purchasing Specialist, and submit such questions in writing to pdrosten@cityofedgewater.org. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from pdrosten@cityofedgewater.org. All questions asked, along with the

answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.cityofedgewater.org) and on DemandStar (www.demandstar.com).

D) Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2016-R-33 establishing and adopting the City Purchasing Policy. Each proposal will be reviewed to determine if the proposal is responsive to the **RFP**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **RFP** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Proposal Conference

A pre-proposal conference is not applicable for this solicitation.

A non-mandatory mandatory pre-proposal conference will be held on August 20, 2019, commencing promptly at 9:30 a.m., and will be held in the Council Chambers, 104 N. Riverside Drive, Edgewater, Florida 32132.

One (1) original and one (1) electronic copy on a flash drive, of the proposal should be delivered to the City Clerk's Office, City of Edgewater, 104 North Riverside Drive, P.O. Box 100, Edgewater, Florida 32132-0100 in a sealed envelope plainly marked on the outside: **"Residential Recycling Services", RFP # 19-ES-015.**

The purpose of the pre-bid conference is to allow an open forum for discussion and questioning with City staff regarding the **RFP** with all prospective proposers having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the **RFP**. Only written responses to written questions will be considered official, and will be included as part of the **RFP** as an addendum.

All prospective proposers are strongly encouraged to attend, as, unless requested by the department, this will be the only pre-bid conference for this solicitation. If this pre-bid conference is denoted as "mandatory", prospective proposers must be present in order to submit a bid response.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	Date
RFP Notice	August 8, 2019
Non-Mandatory Pre Bid Meeting	August 20, 2019 9:30 am
Last Date for Receipt of Written Questions	August 27, 2019 2:00 pm
Addendum due	September 4, 2019
Proposals Due/Opening Date	September 11, 2019 3:00 pm
Evaluation Committee	September 18, 2019 11:00 am
Notice of Recommendation	September 18, 2019
City Council Hearing	Oct 7, 2019

2) General Description of Specifications or Scope of Work

Scope of Services

The City is seeking bid proposals from qualified companies. The services to be performed consist of residential curbside collection of recyclable materials in the recycling service area (see Exhibit A). The contractor shall perform such services as are required to provide a complete residential recyclable material program. The City desires to obtain the services of a qualified contractor capable of performing and managing a complete residential recyclable material program within the City service area.

In the 12 months preceding this Agreement, the City averaged 8,213 recycling accounts.

A) General Requirements

A.1 Recyclable Items Collected

The Contractor shall collect all recyclable materials, which are placed curbside and shall consist of the following:

- A. Aluminum Cans
- B. Brown Paper Bags
- C. Corrugated Cardboard
- D. Glass Bottles/Jars, including clear, green, and brown with or without labels
- E. Junk Mail
- F. Magazines
- G. Newspaper including inserts
- H. Phone Books
- I. Plastic containers including #1, #2, #3, #4, #5, #6 and #7
- J. Tin/Steel Cans with or without labels
- K. Thin Cardboard

Additional containers/bins same style/size with recyclable materials placed near the Contractor's supplied containers should be collected as well. All flattened cardboard placed in/under or near the Contractor supplied container should be collected.

A.2 Required Days/Times of Collection

Collection of recyclable materials shall be made between the hours of 7:00 a.m. and 5:00 p.m. Monday, Tuesday, Wednesday, Thursday and Friday. Contractor shall provide one (1) residential curbside collection per residential unit per calendar week, which shall coincide with one of the household waste collection days. The City is in the process of transitioning to automated household waste pickup. Days and routes will be changing through the next year and the selected contractor will be required to change their routes accordingly so garbage and recycling pickup occur on the same day for the residents.

Holidays

If a collection day falls on a holiday when normal refuse collection service is not provided by the City, the Contractor shall provide an alternate recycling collection day which shall coincide with the alternate day chosen by the City.

A.3 Ownership of Recyclable Materials

The Contractor shall be the owner of all recyclable materials collected in the residential recycling program. The Contractor shall be responsible for proper and lawful disposal of all collected recyclable materials in accordance with federal, state, and local regulations.

A.4 Subcontractors/Separate Contractors

- A. The prime Contractor will be required to perform at least 30% of the work with its own forces.
- B. Any proposed Subcontractors shall be submitted to the City for written approval prior to the Contractor entering into a Subcontractor agreement.
- C. Contractor shall coordinate the services and work product of any Subcontractors and remain fully responsible for professional quality preparation of all work product and services as may be required.
- D. Any Subcontractor agreement shall be in writing and shall reflect the terms of Contractor's agreement with the City. Agreements with Subcontractors will not relieve the Contractor from any of its duties. Contractor shall provide the City with copies of all Subcontractors agreements prior to said subcontractor commencing work.
- E. The Contractor shall ensure that all Subcontractors comply with the same insurance requirements that the Contractor is required to meet under the terms of any agreement with the City, and provide the City with certificates of insurance by the Subcontractor(s) evidencing such compliance.

B) Contractor Responsibility Requirements

B.1 Independent Contractor

The Contractor shall be an independent contractor and operator, responsible to all parties for all of its acts or omissions and the City shall in no way be responsible for such acts or omissions. The Contractor shall indemnify and hold harmless the City from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including reasonable attorney's fees of any kind and nature arising or growing out of or in any way connected with the Contractor's provision of recycling services to the City except as shall have been occasioned by the sole negligence of the City. The Contractor shall be responsible for proper and lawful disposal of all recyclable materials in accordance with federal, state, and local regulations.

B.2 Contractor Will Provide

Local office: Contractor shall maintain an office within Volusia County equipped with a toll free telephone service and adequate staff to handle and resolve all incoming calls and complaints between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday, excluding approved holidays.

Emergency Number: Contractor shall provide the Department of Environmental Services with an emergency telephone number(s) where Contractor may be reached during both working and non-working hours.

Complaint Response: Any complaints received by the City are tracked electronically. Any complaints received by the City or the Contractor shall be resolved within twenty four (24) hours. Contractor shall keep records of all complaints and shall notify the Department of Environmental Services of the disposition of each. Such records shall be available for inspection by the City at all times during business hours.

B.3 Reports

Weekly Reports: Contractor shall maintain weekly reports submitted monthly to properly and accurately reflect the following:

- A. Total number of residential units utilizing the service to obtain an accurate count of resident participation. The selected Contractor will be required to provide the number of homes actually picked up in order for the City to evaluate the true participation rate.
- B. Dry weight of the following collected items (The City prefers to have by commodity breakdown, however, at a minimum, total recycling weights shall be provided):
 - Aluminum Cans
 - Brown Paper Bags

Corrugated Cardboard
Glass Bottles/Jars, including clear, green, and brown with or without labels
Junk Mail
Magazines
Newspaper including inserts
Phone Books
Plastic containers including #1, #2, #3, #4, #5, #6 and #7
Tin/Steel Cans with or without labels
Thin Cardboard

Report Submission: Contractor shall submit the completed monthly reports to the Department of Environmental Services on or before the 10th day of the subsequent month.

Right to Examine: The City reserves the right to examine, audit and review any and all reports of the Contractor relating to this contract at any time during normal business hours upon giving reasonable notice.

B.4 Recycling Equipment Requirements

- A. The Contractor will provide an inventory of vehicles/equipment used for residential recycling pickup services. A minimum of two (2) recycling vehicles will be required.
- B. The Contractor shall assume all responsibility for insuring, maintaining, servicing and repairing equipment as well as providing the necessary skilled operating personnel and supervision during the term of the contract.
- C. All equipment and vehicles utilized by the Contractor shall comply with all applicable federal, state, and local regulations.
- D. The Contractor shall provide and maintain radio/cell phone communication with all vehicles used in the performance of recycling services.
- E. All vehicles and other equipment shall be maintained in a clean and sanitary condition at all times
- F. The Contractor shall keep recycling vehicles and equipment emptied by mechanical means, cleaned and painted in order to present a pleasing appearance.
- G. All vehicles shall be maintained in a reasonable, safe working condition, painted uniformly, with the Contractor's name and telephone number and the number assigned to that vehicle printed in letters not less than three (3) inches high on each side of the vehicle.
- H. The City reserves the right to require the Contractor to replace recycling vehicles depending on the condition of the vehicle, subject to inspection by the City's Fleet Superintendent, in order to insure collection services are not interrupted during the term of this Agreement.
- I. All recyclable material hauled by the Contractor over public streets of the City of Edgewater shall be hauled in such a manner as is necessary to prevent leakage, spillage or blowing.

- J. The Contractor shall provide at least one (1), but not more than three (3), recycling containers to new residents at no cost to the resident. Replacement containers shall be provided to all residents on an as-needed basis at no cost to the resident.

B.5 Additional Services/Duties

- A. In the event that non-recyclable materials are placed in the recycling containers, the materials will be left in the container with an explanatory notice. These containers will be placed upright with the non-recyclable material and note inside. All other containers will be placed upside down near original location, but not in the driveway or in front of a mailbox or full garbage containers.
- B. The Contractor shall conduct his operation so as to interfere as little as possible with the public use of roads, walks and entrances to houses, and shall, at his own expense, make such approved temporary provisions as are required to maintain at least one (1) lane of traffic open.
- C. All operation of the Contractor upon the premises of the City shall be confined to areas authorized by the City. No unauthorized or unwarranted entry, passage through, or storage or disposal of materials shall be made upon the City's or privately owned premises.
- D. The Contractor will be responsible for replacing recycling containers which are damaged by the actions of the Contractors employees.
- E. The Contractor will collect recyclable materials based on a single-bin recycling system.
- F. The Contractor shall also pickup recyclables from all City facilities as listed below. Contractor will supply sufficient sized recycling containers depending on the recyclables collected at theses City Facilities.
 - 1) City Hall and Council Chambers – 104 N. Riverside Drive
 - 2) Police Station – 135 E. Park Ave
 - 3) Public Works - 409 Mango Tree Drive
 - 4) Wastewater Plant – 500 W. Ocean Ave
 - 5) Water Plant 3315 S.R. #442
 - 6) Field Operations – 501 Mango Tree Drive
 - 7) Leisure Services – 1101 S. Ridgewood Ave
 - 8) Maintenance Bldg. – 149 W. Turgot Ave
 - 9) YMCA – 148 W. Turgot Ave
 - 10) Fire Station #55 – 1605 S. Ridgewood Ave
 - 11) Fire Station #57 – 2628 Hibiscus Dr.
 - 12) All City Parks

C) Recycling Promotion/Educational Program

C.1 City Provided

Environmental Services Department will provide information to residents and other organizations on the environmental benefits of recycling.

C.2 Contractor Provided

- A. The Contractor will provide each residential unit or location with a minimum eighteen (18) gallon recycling container, uniform in color with the City's logo imprinted. Upon initial service requests recycling information shall be provided by the Contractor to the resident as to what materials are recyclable and what day is the resident's recycling day.
- B. The City will own the recycling containers upon completion, termination or cancellation of the agreement.
- C. The Contractor shall encourage recycling efforts by placing promotional ads in local newspapers a minimum of four times a year. Ads shall state what is able to be recycled, the name of the contractor and have the City logo and telephone number in the ad.
- D. The Contractor shall participate in a minimum of eight events held in the City as requested by the City in order to promote the recycling program. The Contractor shall provide recycling bins/containers and personnel for such events for distribution and collection of recycling items when requested by the City. Any non-recyclable items placed in these containers shall be properly disposed of by the Contractor.
- E. The Contractor, upon the City's request, will participate in periodic reviews of the progress of the recycling program and make recommendations to increase the participation in the recycling program.

D) Compensation

D.1 Payment of Invoice

- A. The Contractor shall on a monthly basis submit to the Department of Environmental Services an invoice sufficient for audit purposes. Invoice shall include the number of units utilizing the recycling services. Upon submission of the required invoice, the City shall make payment to the Contractor within thirty (30) days. Expansion of the number of residential units from which recyclable materials are to be collected shall not increase per residential unit cost to the City.
- B. The City shall bill each residential and commercial unit for services rendered each month with payment due within the City's normal billing cycle. The City will determine the method of billing. Payment to the bidder shall be based upon the **paid** residential and commercial units being serviced as of the beginning of each month. The City has averaged 8,213 recycling accounts for the past 12 month period.

After the first year of the Agreement, and each year thereafter, the City will review the recycling fees collected that year and determine if an increase in per unit price paid to the Contractor is warranted. Contractor will provide backup documentation as to why an increase is warranted, but in no instance shall the increase be more than 10 (ten) percent of the prior year. Contractor shall notify the City 90 days in advance of the agreement expiration date of a proposed increase in the unit price.

Unusual Changes or Costs. The Contractor may petition the City on the anniversary date of the Agreement for rate adjustments at reasonable times on the basis of unusual changes in the Contractor's cost of doing business, such as revised laws, ordinances, or regulations, changes in location of disposal sites or changes in disposal charge. It shall be the responsibility of the contractor to provide justification for such increases. City Council shall make final decision on whether increases are warranted or not.

D.2 Liquidated Damages

The City and Contractor will agree that the City and its residents will be harmed if the recycling services are not performed pursuant to the provisions of the Agreement. In addition, the parties will recognize the difficulties involved in proving the actual harm suffered by the City and its residents. Accordingly, instead of requiring any such proof, the City and Contractor will agree that the Contractor's failure to remedy the cause of the complaint shall then allow the City to collect liquidated damages from the Contractor.

The City may deduct the following amounts as liquidated damages:

	(Each occurrence)
A. Failure to clean up spilled recyclables.	\$ 25.00
B. Failure to maintain vehicles and other equipment as provided in section 2.B.4 Recycling Equipment Requirements.	\$100.00
C. Failure to collect recyclable materials.	\$ 25.00
D. Failure to correct chronic problems. Chronic problems shall be construed to mean 3 or more similar instances at the same residence within a sixty (60) day period.	\$100.00
E. Failure to return containers to designated locations.	\$ 10.00
F. Legitimate Complaints, 10 or more per month, including the first ten back-to-back complaints monthly.	\$100.00
G. Collection of recyclables before 7:00 AM or after 5:00 PM	\$300.00
H. Failure to replace damaged container within 2 days	\$100.00
I. Failure to maintain office hours as required, with trained personnel	\$250.00/per day
J. Name and phone number not displayed on equipment	\$100.00
K. Failure to respond to complaints and customer calls appropriately and within 24 hours	\$200.00
L. Failure to complete a route on the regular collection day (charge is per route, per day)	\$200.00
M. Failure to follow established reporting, operation or administrative procedures	\$150.00
N. Vehicles interfering with traffic or left unattended on the street	\$250.00
O. Failure to have recycling containers in stock and available	\$500.00 per day

Liquidated damages shall be determined by the Director of Environmental Services and deductions made from the following month's payment to the Contractor. The Contractor may appeal such determination to the City Manager in writing within ten (10) days after notice. The appellants decision made will be final.

At the option of the City, in lieu of collecting liquidated damages, the City reserves the right to maintain such failures as grounds for termination.

3) City's Right to Inspect

The City or its authorized Agent shall have the right to inspect the Contractor's facilities/project site during and after each work assignment the Contractor is performing.

4) Terms and Conditions of Contract

The City has developed standard contracts/agreements. The City strongly urges the Contractor to return a signed standard City contract/agreement contained within this **RFP** with your submittal, in order to expedite final approval and execution of said contract.

A contract/agreement resulting from this **RFP** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **RFP**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Council.

The term of this agreement is for five (5) years from the date of award with five (5), one (1) year renewal options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City retains the sole right to determine whether the renewal option shall be granted.

5) General Terms and Conditions

A) Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Copies of the required licenses must be submitted with the Proposal response indicating that the entity proposing, as well as the team assigned to the City account, is properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (386) 424-2400.

B) Principals/Collusion

By submission of this Proposal, the undersigned, as Proposer, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I) Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Proposal.

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from time of advertisement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this Proposal, with the exception of the Purchasing Specialist or the Finance Director's designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J) Single Proposal

Each Proposer must submit, with their proposal, the required forms included in this RFP. Only **one** proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFP.

All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) Protest Procedures

Any appeal or protest to the Request for Proposal shall be governed by the City of Edgewater's Purchasing Policies and Procedures.

L) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, 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 bids, Bids, 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 for a period of 36 months following the date of being placed on the convicted vendor list.

M) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this ITB document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, ITB, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

O) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et. seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

P) Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

Q) Florida Public Records Act

All material submitted regarding this RFP becomes the property of the City. RFP documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this RFP and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 and 119.0701 et. seq.

R) Scrutinized Companies pursuant to FS Sections 287.135 and 215.473

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in

business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

S) Other Agencies

All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

6) Instructions for Proposal

A) Compliance with the RFP

Bids must be in strict compliance with this **RFP**. Failure to comply with all provisions of the **RFP** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFP**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

Not Applicable

Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Edgewater on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

Performance and Payment Bonds: For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Proposals

All proposals are to be delivered before 3:00 p.m., local time, on or before September 11, 2019 to:

City of Edgewater
City Clerk
104 N. Riverside Drive
Edgewater, Florida 32132

The City shall not bear the responsibility for bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition:

The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers should submit two (2) total copies of the proposal, one (1) original, and one (1) electronic copy in PDF format, on an USB flash drive.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

1. The City Manager shall approve an Evaluation Committee to review all proposals submitted in accordance with Statute. At a minimum there will be one member of the Finance Department as part of the evaluation committee. There shall be a minimum of three members of the committee, but always an odd number.
2. Request for Proposals (**RFP**) issued.

3. Subsequent to the closing of proposals, the Purchasing Specialist shall review the proposals received and verify whether each proposal appears to be minimally responsive to the requirements of the published **RFP**. In instances where both the Purchasing Specialist and Project Manager be appointed to the committee as voting members, such meetings shall be open to the public and the Purchasing Specialist shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than one (1) day in advance.
4. The committee members shall review each Proposal individually and score each proposal based on the evaluation criteria state herein.
5. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each proposal to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this **RFP** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the City or a submission of a proposal to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the proposal does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Purchasing Specialist, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Specialist will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFP** prior to submitting the proposal or it shall be waived.

G) Proposal, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its proposal in response to this **RFP**, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Proposals

The right is reserved by the City to waive any irregularities in any proposal, to reject any or all proposals, to re-solicit for proposals, if desired, and upon recommendation and justification by the City to accept the proposal which in the judgment of the City is deemed the most advantageous for the public and the City.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the proposal of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Purchasing Specialist to a proposer(s) for clarification of proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its proposal.

J) Validity of Proposals

No proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The proposal shall be deemed an offer to provide services to the City. In submitting a proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this **RFP**. Any portions of the proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the proposal. However, any proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **RFP**. All copies of the proposal should be bound and tabbed. The utilization of recycled paper for proposal submission is strongly encouraged.

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its proposal.

1) Tab I, Management Summary

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning Bid. Submission of a signed Bid is Proposer's certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

2) Tab II, Qualifications

Provide a description and history of the firm focusing on the following:

- Experience in all aspects of residential recycling collection and management.
- Knowledge and experience with federal, state and local recycling facilities.
- Recent experience demonstrating current capacity and current expertise in recycling collection and management.
- Experience demonstrating knowledge of environmental requirements and federal, state and local laws and agencies as it pertains to residential recycling.

3) Tab III, Technical Approach

- Provide a narrative description outlining the methods of operational plans, operational structure and staffing available to service the RFP. This description should fully and completely demonstrate the Proposers intended methods for servicing the requirements of the RFP.
- Proposers may offer alternative solutions/options to achieve successful completion of the scope of services detailed herein.

4) Tab IV, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

5) Tab V, Other Information/Documents

Provide any information that will provide insight to the evaluators about the qualifications, fitness and abilities of the Proposer. This information should be succinct.

6) Tab VI, Required Form Submittals

All additional required forms that are not specified in Tabs above should be included in this section. See Section 7) Contract / Agreement and All Required Forms for a complete listing of forms.

Failure to provide the completed required forms may result the submittal being deemed non-responsive.

L) Proposal Evaluation Committee and Evaluation Factors

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

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

Proposers submitting the required criteria will have their proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

The factors to be considered in the evaluation of Proposal responses are listed below:

	Maximum Points
Summary of Qualifications <ul style="list-style-type: none"> • Experience • Knowledge of Federal, State and Local Regulations • Past Performance 	10
Methods of Operation, Structure and Staffing	20
Proposal price	60
Location of Firm	10
Total Points	100

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), **both in individual scoring and in final ranking**, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City’s option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

7) Contract / Agreement and All Required Forms

Required forms:

Required forms:

- Proposers Checklist
- Standard Professional Services Contract
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Scrutinized Companies pursuant to FS Sections 287.135 and 215.473
- Subcontractor Listing
- Equipment List
- Total Fee Proposal Form

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposal.

Proposer should check off each of the following items as the necessary action is completed:

- The standard contract/ agreement has been signed and included.
- All applicable forms have been signed and included
- All information as requested in the Proposer’s Qualification Form is included.
- Any addenda have been signed and included.
- The mailing envelope has been addressed to:

CITY CLERK
City of Edgewater
104 N. Riverside Dr.
Edgewater, Florida 32132

- The **mailing envelope must be sealed and marked** with Proposal Number “**RFP 19-ES-015**”, Proposal Title “**Residential Recycling Services**” and Due Date “**September 11, 2019 @ 3:00 pm**”.
- The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposal cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

RESIDENTIAL RECYCLING SERVICES AGREEMENT
Request for Proposal (RFP) #196-ES-015

THIS AGREEMENT is made and entered into this _____ day of _____, 2019, by and between _____, duly authorized to conduct business in the State of Florida and whose address is, hereinafter, called “CONTRACTOR” and the **CITY OF EDGEWATER**, a political subdivision of the State of Florida, whose address is 104 North Riverside Drive, Edgewater, FL 32132, hereinafter called “CITY”.

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #19-ES-015), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties’ Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2), one (1) year renewal options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR in accordance with RFP #19-ES-015 in the amount specified in the bid per paid residential unit per month for satisfactory performance of the services specified in the RFP #19-ES-015.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Robin L. Matusick, City Clerk
City of Edgewater
104 N. Riverside Drive
Edgewater, FL 32132
(386)424-2400 #1102

For Contractor:
_____, _____ (Name, Title)
_____. (Company)
_____ (Address)
_____ (City, State, Zip)
_____ (Phone)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONTRACTOR HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONTRACTOR's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF EDGEWATER

Glenn A. Irby, City Manager

Robin L. Matusick, City Clerk

Dated: _____

WITNESSES:

FIRMS

By: _____

Dated: _____

- Attachments: A. RFP #19-ES-015
B. Firm Response to RFP
C. Scope of Service

Approved by the City Council of the City of Edgewater at a meeting held on this _____ day of _____, 2019 under Agenda Item No. _____.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

State of _____)

City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, by _____, who is personally known to me to be the _____ for the Firm, OR who produced the following identification:_____.

Notary Public

My Commission Expires: _____

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

<u>% Completed</u>	<u>Project</u>	<u>Contract Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? Yes No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
 Yes No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$_____ **Total Fees for work done on all City projects**

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

Partnership/Years in Business: _____

Sole Proprietorship/Years in Business: _____

Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

DECLARATION STATEMENT

City of Edgewater
104 N. Riverside Dr.
Edgewater, FL 32132

RE: RFP NO. 19-ES-015 - “Residential Recycling Services”

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this proposal or in the contract to which this proposal pertains, and that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the proposal pertains.

The Proposer puts forth and agrees, if this proposal is accepted, to execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City, for the performance of all requirements to which the proposal pertains. The Proposer states that the proposal is based upon the proposal documents listed by **RFP 19-ES-015**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____, 20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

=====

- | | |
|---|--|
| <input checked="" type="checkbox"/> 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory
Limits and Requirements. |
| <input checked="" type="checkbox"/> 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per
occurrence |
| <input checked="" type="checkbox"/> 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Edgewater, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |

This section does not pertain to any incident arising from the sole negligence of the City of Edgewater.

- | | |
|--|--|
| <input checked="" type="checkbox"/> 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| <input type="checkbox"/> 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| <input type="checkbox"/> 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| <input checked="" type="checkbox"/> 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |

INSURANCE REQUIREMENTS

(Continued)

8. The City of Edgewater must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

9. The City of Edgewater shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Edgewater
Edgewater, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

10. **Thirty (30) Days Cancellation Notice** required.

11. The Certificate must state the **RFP** Number and Green Waste Disposal.

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer’s Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

- YES
- NO

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

He/she is _____ of _____, Proposer that has submitted the attached Proposal;

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

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF EDGEWATER.

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

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Subscribed and sworn to before me this _____ day of _____, 20____.

Title

My Commission Expires: _____

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of a minimum of three (3) references for which the firm has provided services described in this proposal for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

2. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

3. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

4. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

**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 City of Edgewater

by _____
(Print Individual's Name and Title)

for _____
(Print Name of Entity Submitting Sworn Statement)

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an 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 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 A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

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

Personally known _____

(Notary)

OR produced identification _____

Notary Public State of _____

(Type of Identification)

My commission expires: _____

VENDOR INFORMATION

Vendor is:

- () Corporation
- () Partnership
- () Sole Proprietorship
- () Other _____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	<p>Requestor's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					
or								
Employer identification number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.*

PUBLIC ACT 2016-20 PUBLIC RECORDS REQUIREMENTS

RECORDS / AUDITS

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

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

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

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City Clerk. The Contractor agrees to make available to the City Clerk, during normal business hours and in Volusia County, all books of account, reports and records relating to this contract.

PUBLIC RECORDS CUSTODIAN

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:

**CITY CLERK'S OFFICE
CITY OF EDGEWATER
104 N. RIVERSIDE DRIVE
EDGEWATER, FL 32132
(386)424-2400 X 1102
CITYCLERK@CITYOFEDGEWATER.ORG**

Signature acknowledges receipt and understanding of this form.

Name/Title

Date

SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that the company is not participating in a boycott of Israel. Contractor t also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

Contractor submits this certification as a condition of contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

State of _____)
City of _____)
SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, by
_____, who is personally known to me to be the _____
for the Firm, OR who produced the following
identification:_____.

Notary Public

My Commission Expires: _____

RESIDENTIAL RECYLCING SERVICES
EQUIPMENT LISTING

Contractor _____

Address _____

City _____ State _____ Zip Code _____

Telephone Number _____

Fax Number _____

List all Equipment to be used:

Year	Make	Model	Capacity (if applicable)
------	------	-------	--------------------------

COST SUMMARY FORM
RFP 19-ES-015
RESIDENTIAL RECYCLING SERVICES

The Contractor shall provide all labor, tools, equipment, mobilization, demobilization and other resources required to complete the requirements of the scope of services for the unit prices listed. The unit prices quoted shall apply for the term of the contract and based on the paid residential units being serviced as of the beginning of each month.

Total Cost PER UNIT IN NUMBERS: _____

Total Cost PER UNIT IN WORDS: _____

OPTIONAL

Total Cost Per Ton for all Commodities/Per Month _____

Scope of Services presented in the RFP are intended to be a minimum guide rather than restrictive. You must state exceptions to all deviations from the RFP.

The City reserves the right to reject any and all proposals, to waive any and all non-substantial irregularities in proposals received whenever such rejection or waiver is in the best interest of the City.

A person who is qualified and authorized to enter a proposal for and on behalf of the Respondent must sign this proposal.

In accordance with your Request for Proposal, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby agree if this proposal is accepted, to contract with the City of Edgewater, Florida to furnish any service requested herein and deliver the same to the City of Edgewater at the specified location.

The undersigned further declares that they have carefully examined the specifications and is thoroughly familiar with them and their provision(s). They further declares that no other person than the proposer herein named has any interest in this proposal or in the contract to be executed, and that it is made without connection with any other person(s) making a proposal for the same services, and it is in all respects fair without outside control, collusion , fraud, or otherwise illegal action.

Authorized Signature

Address

Printed Name & Title

City, State, Zip Code

Company

Telephone No.

Date

Fax No.

PROPOSER'S NON-RESPONSE STATEMENT
RFP# 19-ES-015
"Residential Recycling Services"

The intent of the City of Edgewater Finance Department is to issue solicitations that are clear, concise, and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Proposers not wishing to respond to this solicitation.

If your firm is not responding to this RFP, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form to City of Edgewater Finance Department, 104 N. Riverside Drive, Edgewater, Florida 32132.

We are not responding to this RFP for the following reason(s):

- Services requested not available through our company.
- Our firm could not meet specifications/scope of work.
- Specifications/scope of work not clearly understood or applicable (too vague, rigid, etc.)
- Project too small.
- Insufficient time allowed for preparation of response.
- Incorrect address used. Please correct mailing address:

- Other reason(s): _____

Name of Firm: _____
Mailing Address: _____
City, State, Zip: _____
Telephone No: _____
Email: _____

By: _____
Signature of Representative

Cut and use this label for Proposal Package

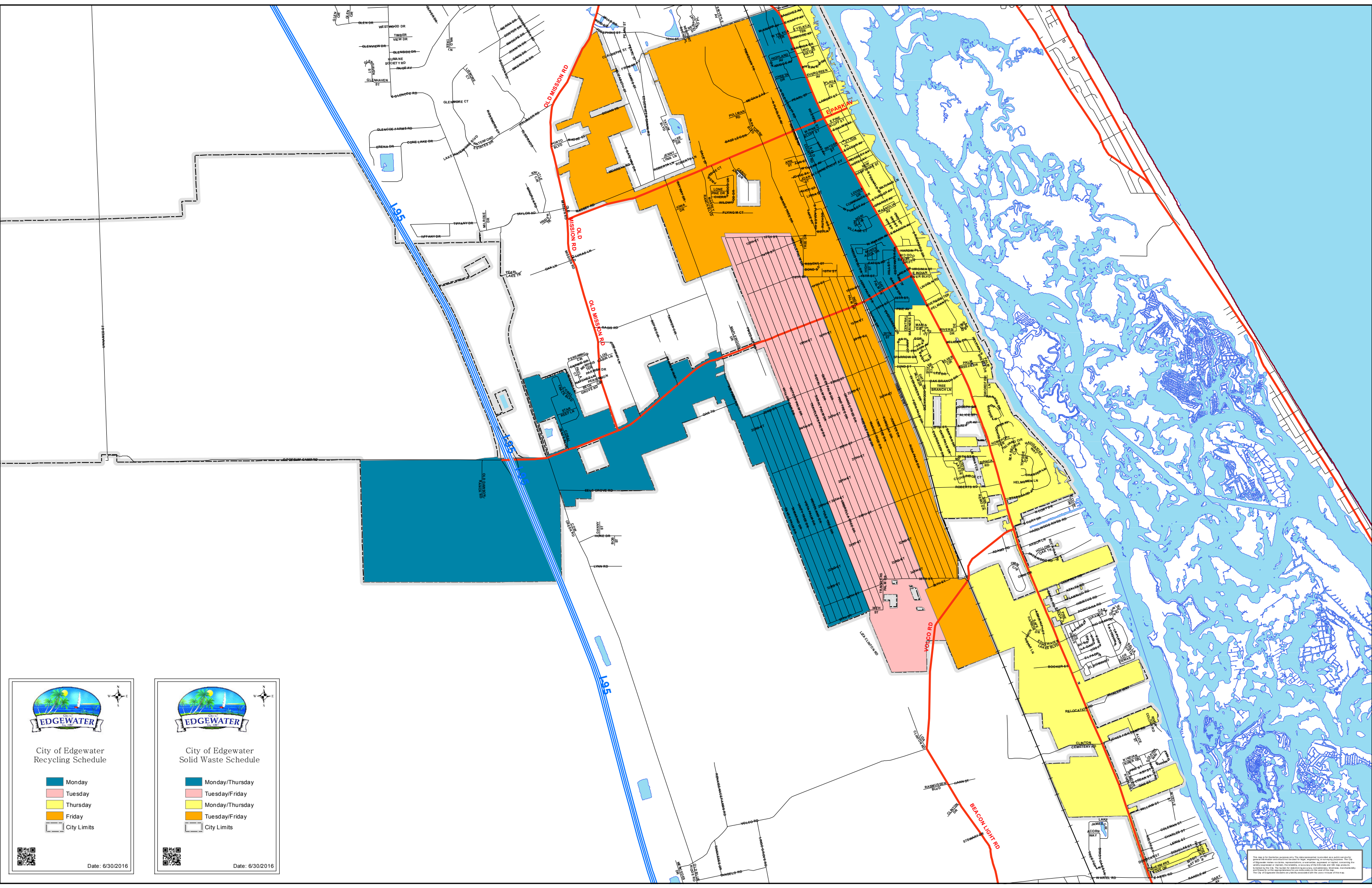

CITY OF EDGEWATER
CITY CLERK
104 N. RIVERSIDE DRIVE
EDGEWATER, FL 32132

RFP 19-ES-015

Recycling Services

OPENING DATE/TIME:
September 11, 2019 by 3:00 p.m.


Exhibit "A"
SERVICE AREA

City of Edgewater
Recycling Schedule

- Monday
- Tuesday
- Thursday
- Friday
- City Limits

Date: 6/30/2016



City of Edgewater
Solid Waste Schedule

- Monday/Thursday
- Tuesday/Friday
- Monday/Thursday
- Tuesday/Friday
- City Limits

Date: 6/30/2016

This map is for informational purposes only. The information is provided as a public service to assist residents in understanding the City's recycling and solid waste collection schedule. The City is not responsible for any errors or omissions. The City reserves the right to change the schedule at any time without notice. For more information, please contact the City's Solid Waste Department at (703) 440-1100.