CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: December 16, 2009

AGENDA ITEM SUMMARY NO. H09-122-2

[ ] AWARDS / PRESENTATIONS / PETITIONS
[X] CONSENT
[ ] PUBLIC HEARING
[ ] ORDINANCE ON SECOND READING
[ ] ORDINANCE ON FIRST HEARING

[ ] REGULAR
[X] RESOLUTION
[ ] DISCUSSION & DELIBERATION
[ ] BOARD APPOINTMENT
[ ] WORKSHOP

TITLE/SUBJECT: AUTHORIZATION OF TERMS, CONDITIONS AND SPECIFICATIONS FOR ANNUAL SOLID WASTE COLLECTION AND DISPOSAL FRANCHISE AGREEMENT

RECOMMENDATION / MOTION: THAT THE RIVIERA BEACH COUNCIL APPROVE THE TERM, CONDITIONS AND SPECIFICATIONS FOR A REQUEST FOR PROPOSALS (RFP) FOR ANNUAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES AND AUTHORIZE THE PURCHASING DIRECTOR TO PUBLICLY ADVERTISE AND SOLICIT OFFERS IN ACCORDANCE WITH SECTION 3-102 (COMPETITIVE SEALED PROPOSALS) OF THE CITY PROCUREMENT CODE.

INTER-DEPARTMENTAL REVIEW & DATE

• Assistant City Manager	Library
• City Attorney	Marina
• City Clerk	Police
Community Development	• Public Works
• Finance 12-9-09	• Purchasing
Fire	Recreation & Parks
Human Resources	Water & Sewer
Information Technology	

APPROVED BY CITY MANAGER:_____ DATE:_____

Originating Dept. Purchasing	Costs: $ N/A	City Council Actions: [ ] Approved [ ] Approved w/conditions [ ] Denied_____ [ ] Tabled to_____ [ ] Referred to Staff_____
User Dept. Public Works: Storm Water Division	Current FY: 2010 Funding Source: [ ] Capital Improvement [X] Operating [ ] Other:	
Advertised: YES Date: Paper: [ ] Not Required Affected Parties [X] Notified [ ] Not Required	Budget Account Number:	Attachments: 1. Resolution 2. RFP Front End

SUMMARY/BACKGROUND:

The City's current franchise agreement for solid waste disposal and collection services ends September 30, 2010. City Procurement Code requires a public solicitation be issued for the service. Staff has completed a draft of the proposed RFP for the needed services and is requesting City Council approve the term, conditions and specifications of the Request for Proposals.

To assist city Council with their evaluation of the proposed RFP, a matrix detailing the major elements of the RFP has been developed and is included below:

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: December 16, 2009 | **AGENDA ITEM SUMMARY NO. H09-122-2**

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INTER-DEPARTMENTAL REVIEW & DATE

• Assistant City Manager	Library
• City Attorney PHR 12/9/09	Marina
• City Clerk	Police
Community Development	• Public Works
• Finance 12-9-09	• Purchasing 12-7-09
Fire	Recreation & Parks
Human Resources	Water & Sewer
Information Technology	

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Item No. 16

Principal elements of solid waste disposal and recyclables franchise agreement

Staff's objective: Secure a new solid waste disposal contract with a reliable vendor and competitive rates to minimize cost to City residents and businesses while providing enhanced customer service and quality control. For ease of reference, below is a matrix which summarizes the principal elements of the RFP.

Contract Element	Contract Term/Requirement	Rationale/Objective
Length of Contract	Initial (5) Year term, With option for (1) additional (5) year renewal	Longer Contracts reduce uncertainty about future costs of service also allows contractor to amortize fixed cost over longer period to allow for lower service fees.
Contractor Qualifications/Competency	5% Proposal Bond (5) Years operating experience in refuse collection/disposal. Adequate Financial Capacity to finance cost related to service (payroll, equipment, insurances) . Ability to post performance/payment bond for annual value of contract.	Ensure selected contractor will enter into contract. Ensure selected vendor has adequate experience and financial resources to provide professional quality services to City residents and businesses. Guarantee contractor's execution of obligations under contract and reduce risk of liability for unpaid obligations related to contract (capital equipment purchases/ leases).
Insurances	COVERAGES — MINIMUM LIMITS OF LIABILITY Worker's Compensation — Statutory Employer's Liability — $300,000 GENERAL LIABILITY: Bodily Injury — $1,000,000 each occurrence $5,000,000 aggregate Property Damage — $300,000 each occur $5,000,000 aggregate AUTOMOBILE LIABILITY; Bodily Injury — $300,000 each person $5,000,000 each occurrence Property Damage — $300,000 each occurrence Umbrella Coverage — $5,000,000 each occurrence	Needed to reduce potential liability to City.

Contract Element	RFP Terms/Requirements	Rationale/Objective
Evaluation Criteria	• Overall Cost of Service • Responsiveness-Bonding, legal requirements, specifications met • Experience, Reliability, References • Financial Viability of Company	Price will be the principle criteria for making the award; however is not necessarily determinative. Responsiveness and experience are equally important to ensure City selects a capable, competent, qualified professional service provider.
Scope of Services	1. Base Proposal: Containerized Curbside Residential Solid Waste Collection, (2X weekly); 2. Base Proposal: Residential Curbside Recycling Collection,(1X week); 3. Base Proposal: Residential Curbside Yard/Vegetative Waste Collection, (1 x weekly); 4. Base Proposal: Commercial Solid Waste and Recycling Collection; At least weekly, but negotiated between contractor and business owner.	These represent traditional solid waste services contracted by City since 1997. This mix of services has proven cost-effective and sufficient for user needs.
Time/Schedule for Services	Residential, mixed residential and commercial occupancy Recycling Collection Service (6:00 a.m. – 6:00 p.m. Monday through Friday	Consistent with current pick-up times. Provides for minimal impact while not being punitive and costly to contractor.
Contractor Performance	RFP Provides escalating penalties for failure of contractor to provide timely resolution to many common quality service issues such as damage to customer's property, failure to respond to customer calls, missed pick-ups	Penalties rage from $200.00 per day/per event to $2,500.00 depending on nature of non performance (please refer to article no. 36 of RFP specification for detailed list.
Franchise and Administrative Fee	Monthly fee to be paid to the City during entire term of the contract.	For the exclusive right to provide solid waste disposal services in the City and to compensate the City for the cost of administering, billing, supervision, bad-debts, and customer service activities rendered for the effective performance of the Agreement.
Minority Participation	The amount and extent of MBE Participation proposed by Contractor will be one of the criterions used to evaluate proposals.	To encourage contractors to utilize MBE's and satisfy the City's 15% MBE participation goal.

Once approved, the RFP for the Annual Franchise Agreement will be immediately advertised and staff anticipates returning with a recommendation to City Council to negotiate terms with the top firm in February 2010. Staff is committed to completing negotiations and finalizing an agreement for consideration by City Council during March 2010.

Remainder of page left intentionally blank.

EXHIBIT A-1

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	$0	$0	$0	$0	$0
Operating Costs	N/A	N/A	N/A	N/A	N/A
External Revenues	NA				
Program Income (City)	NA				
In-Kind Match (City)	NA				
NET FISCAL IMPACT	$0	$0	$0	$0	$0
NO. ADDITIONAL FTE POSITIONS (Cumulative)	N/A	N/A	N/A	N/A	N/A

Is Item Included In Current Budget? Yes XX No. __

Budget Account No.: Fund ___ Dept/Division ___ Org. ____ Object ____ Reporting Category:

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:

Currently there is no fiscal impact because the item is only requesting City Council's approval of the RFP document and authorization to solicit offers for Solid Waste Services.

_____ _____
Finance Department **Purchasing and Grants**

B. Other Department Review:

_____
Department Director

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE GENERAL TERMS AND CONDITIONS, SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS FOR CITY OF RIVIERA BEACH RFP NO. 246-09 FOR THE ANNUAL FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES; AUTHORIZING THE PURCHASING DIRECTOR TO SOLICIT OFFERS FOR SAME FROM QUALIFIED PROVIDERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's existing franchise agreement for solid waste collection and disposal services expires September 30, 2010; and

WHEREAS, the provisions of the City's Procurement Ordinance (2412) requires such services to be publicly solicited and acquired by sealed proposal/bid; and

WHEREAS, a new contract for solid waste services is required to be finalized sufficiently in advance to allow the new contractor time to order equipment, hire staff and otherwise prepare for providing the needed services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:

SECTION 1. The City Council hereby approves the general term and conditions, scope of services and technical specifications for RFP No. 246-09 for solid waste collection and disposal services.

SECTION 2. The Purchasing Director is authorized to publicly solicit sealed offers for solid waste collection and disposal services.

SECTION 3. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this _____day of December 2009

RESOLUTION NO._____
PAGE 2

APPROVED:

_____
THOMAS A. MASTERS
MAYOR

_____
DAWN S. PARDO
CHAIRPERSON

ATTEST:

_____
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

_____
JUDY L. DAVIS
CHAIR PRO TEM

_____
BILLIE E. BROOKS
COUNCILPERSON

_____
TONYA DAVIS JOHNSON
COUNCILPERSON

_____
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

T. JOHNSON _____

D. PARDO _____

J. DAVIS _____

B. BROOKS _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala H. Ryan

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/9/09

CITY OF RIVIERA BEACH

REQUEST FOR PROPOSAL

No. 246-09

ANNUAL FRANCHISE AGREEMENT

for

SOLID WASTE COLLECTION AND DISPOSAL

Proposals Due

Thursday, January 21, 2010

at

3:30 P.M.

CITY OF RIVIERA BEACH
REQUEST FOR PROPOSALS
RFP 246-09
SOLID WASTE COLLECTION AND DISPOSAL

600 West Blue Heron Boulevard, Suite #140
Riviera Beach, FL 33404

The City of Riviera Beach is requesting sealed proposals from experienced and financially sound professional solid waste disposal contractors to provide residential and commercial solid waste collection and disposal within the corporate limits of Riviera Beach.

The term of this contract shall be for a period of five (5) years with a renewal option for one (1) additional five (5) year extension period.

The Request for Proposal (RFP) will be accepted at the Office of the City Clerk, 600 West Blue Heron Boulevard, Suite 140, Riviera Beach, FL 33404, until 3:30 pm (EST) Thursday, January 21, 2010.
Late **submittals will not be accepted or considered.**

Proposal documents, including a scope of services may be obtained at the City of Riviera Beach, Purchasing Department, 2391 Avenue "L', Riviera Beach, FL 33404. Additionally, proposal may be obtained by visiting the City's Web-Site at www.rivierabch.com.

Proposals shall be prepared, addressed and submitted in compliance with the instructions set forth in the proposal documents. The City of Riviera Beach reserves the right to reject any or all proposals and to waive technicalities, if necessary.

REFER ALL QUESTIONS TO:
Glendora Williams, Purchasing Assistant
Phone: 561-845-4180, Fax: 561-842-5105
E-Mail: pdaley@rivierabch.com

PLEASE SUBMIT ONE (1) ORIGINAL AND FIVE (5) COPIES OF YOUR PROPOSAL

PUBLISHED: December 6, 2009 Palm Beach Post
PUBLISHED: December 4, 2009 City of Riviera Beach - website www.rivierabch.com

GENERAL INFORMATION
PART 1

PROPOSAL SUBMISSION AND OPENING

All proposals must be received by the City of Riviera Beach no later than 3:30 p.m. on Thursday, January 21, 2010 in order to be considered.

Interested parties should send their completed proposals to the following address:

CITY OF RIVIERA BEACH
OFFICE OF THE CITY CLERK
600 WEST BLUE HERON BOULEVARD
SUITE 140
RIVIERA BEACH, FL 33404

The City shall not accept or consider proposals submitted via facsimile transmission or email.

1.0 PROPOSAL FORMAT

An original and five (5) copies of the proposal and supporting documents to include the following information organized in the manner specified below:

- Title Page: Show the RFP number, subject, the name of the proposer, address, telephone number and the date.

- Table of Contents: Include a clear identification of the material by section and by page number.

- Letter of Transmittal: Give the names of the person who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.

- Request for Proposal to include the following:
- Qualifications:

- Experience:

- Reference:

- Required Forms: Required forms listed below completed and signed.
- Addendum Page
  Non-collusion Affidavit
- Proposer's Certification
- Drug Free Workplace
- Sealed Cost Fee Proposal Sheet

A. It is the sole responsibility of the Proposer to assure that they have received the entire Request for Proposal (RFP).

B. All known Proposers will be notified in writing of any change in the specifications contained in this RFP. (*Please complete attached Plan Holder Information Sheet and Fax to Purchasing Department within 24 hours of picking up solicitation.*)

C. No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the CITY OF RIVIERA BEACH. No employee of the CITY OF RIVIERA BEACH is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that obtained in this written RFP document.

GENERAL TERMS AND CONDITIONS

1.1 CONTRACT

This RFP is not an offer to contract. Acceptance of a proposal neither commits the City of Riviera Beach (the "City") to award a contract to any proposer, even if all the requirements in this RFP are met, nor limits the City's right to negotiate in its best interest. We reserve the right to contract with a supplier for reasons other than lowest price or to contract with more than one contractor as needed to meet the solid **waste service needs of the City.**

Proposers must complete all documents in the attached exhibits including a Non-collusion Affidavit.

Failure to answer any question in this RFP may subject the proposal to disqualification. Failure to meet a qualification or requirement will subject a proposal to disqualification.

The City intends to enter into a contractual agreement with the successful Contractor for providing the needed services. Contract negotiations will proceed following selection of the successful Contractor. The content of this Request for Proposal and the successful Contractor proposal will become integral parts of the contract, but may be modified by the provisions of the contract. If a contract, for any reason, cannot be negotiated, another Contractor may be selected

1.1 PROPOSAL DISCLOSURE

Upon opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Firms submitting proposals must invoke in writing the exemptions to disclosure (provided by law) in the response to the RFP by referencing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

1.2 RIGHT OF REJECTION AND CLARIFICATION:

The CITY OF RIVIERA BEACH reserves the right to reject any and all proposals and to request clarification of information from any proposer. The CITY OF RIVIERA BEACH reserves the right to waive any minor irregularities and to accept the most responsive and responsible proposal. The City reserves the right to cancel this RFP at any time and/or to solicit and re-advertise for other proposals. The CITY is not obligated to enter into a contract on the basis of any proposal submitted in response to this document. The City reserves the right to accept or reject any or all responses to this FRP and to enter into discussions and/or negoatiations with one or more qualified proposers at the same time, if such action is in the best interest of the City. The City is under no obligation to enter into an Agreement in response to this RFP. The City may exercise the right to make one, more than one, or no awards based on its evaluation of responses received from proposers under these guidelines.

1.3 REQUEST FOR ADDITIONAL INFORMATION:

Prior to the final selection, proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications.

1.4 DENIAL OF REIMBURSEMENT:

The CITY OF RIVIERA BEACH will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred in connection with the preparation, submission or presentation of a response to this RFP. Proposals should therefore be prepared as economically as possible.

1.5 GRATUITY PROHIBITION:

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the CITY OF RIVIERA BEACH for the purpose of influencing consideration of this proposal.

1.6 RIGHT OF NEGOTIATION:

The CITY OF RIVIERA BEACH reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

1.7 RIGHT OF REJECTION OF LOWEST FEE ESTIMATE:
The CITY OF RIVIERA BEACH is under no obligation to award this project to the proposer having the lowest fee estimate. Evaluation criteria included in this document shall be used in evaluating the proposals which best meets the need of the City.

1.8 EXCEPTIONS TO THE RFP:
It is anticipated that proposers may find instances where they may take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the CITY OF RIVIERA BEACH, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

1.9 INDEMNIFICATION
The Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the CITY OF RIVIERA BEACH, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services. The Proposer shall secure and maintain General Liability Insurance as will protect him from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this contract. Further, the proposer shall provide the City with evidence and the amount of Errors and Omissions Insurance, i.e., Professional Liability Insurance currently in effect.

1.10 PUBLIC ENTITY CRIME
Pursuant to Florida Statutes Section 287.133, as amended: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.11 CODE OF ETHICS
If any firm violates or is a party to a violation of the code of ethics of the State of Florida with respect to this proposal, such shall be disqualified from performing the work or from furnishing the goods or services for which the proposal is submitted and may be further disqualified from bidding on any future proposals for work, goods or services for the City.

1.12 ASSIGNMENT
The successful proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the CITY OF RIVIERA BEACH may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.13 EQUAL OPPORTUNITY REQUIREMENTS
It is the policy of the City to comply with all Federal, State, County and local laws to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs. It is further the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, creed, sex, age, handicap or veteran's status. Each firm should state their commitment to meet these same requirements.

1.14 MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the policy of the City of Riviera Beach that Minority Business Enterprise (M/WBE) shall have the maximum opportunity to participate in and perform projects financed with City funds. Proposers are hereby informed that the City has established a goal of a minimum of 15% participation of Minority Business Enterprises in all City contracts. A good faith effort should be made by all proposers to hire Minority/Women Business Enterprise participants.

1.15 CONTRACTUAL AGREEMENT

Any and all legal action necessary to enforce the award will have venue in Palm Beach County and the contractual obligations will be interpreted according to the laws of the State of Florida. Any contract or agreement required by the vendor must be enclosed at the time of RFP submittal.

1.16 ACCEPTANCE OF CONDITIONS

By submitting a proposal, each proposer expressly agrees to and accepts the following conditions:

A. The City will not reimburse respondents to this RFP for any costs incurred in the preparation and submittal of the proposals. Further, the request does not obligate the City of Riviera Beach to accept or contract for any expressed or implied services.

B. The City reserves the right to:

1) Request any firm/person submitting a proposal to clarify its proposals during the selection phase;
2) Negotiate the project schedule and reasonable costs with the selected vendor;
3) Modify or alter any requirements herein, and;
4) Identify additional tasks to be accomplished prior to establishing a formal contractual agreement.
5) All parts of the Instructions to Proposer and Specifications will become part of the contract between the selected proposer and the City.
6) The City may require whatever evidence is deemed necessary relative to the bidder's financial stability and ability to perform this project.
7) The City reserves the right to request further information from the bidder, either in writing or orally, to establish any stated qualifications.
8) The City reserves the right to solely judge the proposer's representations, and to solely determine whether the bidder is qualified to undertake the project pursuant to the criteria set forth herein. The bidder, by submitting a bid or proposal, expressly acknowledges and agrees that the judgment of the City as to whether or not the bidder is qualified to perform the project shall be final, binding, and conclusive.

1.18 VALID PERIOD OF OFFER

The pricing, terms and conditions stated in your response must remain valid for 120 days from the date of the RFP submittal deadline.

1.19 RESPONSES

At the City's option, Proposer's response may be attached or incorporated into any Agreements made with the City. The submission of incomplete or unsatisfactory responses may delay our evaluation and require that the City proceed with other alternatives. Failure to respond to the specific requirements contained herein or acknowledge for clarification may be considered non-responsive.

1.20 SUB-CONTRACTING

Proposers must give information in the Proposal relating to the portions of work expected to be performed by subcontractors. The City must approve such subcontracts and the proposed subcontractors prior to the effective date of any such subcontract. The prime contractor will on all instances be responsible for the performance of all its contractual obligations and will not be relieved of any responsibility in the event of nonperformance by its subcontractors.

1.21 PREPROPOSAL CONFERENCE

A Non-mandatory pre-proposal conference for all interested proposers will be held at 11:00 a.m. on Thursday, December 10, 2009.

1.22 RECEIPT AND OPENING OF BIDS

The City of Riviera Beach invites an will receive offers on the forms attached hereto, including the Contractor's Cost Proposal sheet at Attachment B at the City of Riviera Beach, City Clerk's Office, 600 West Blue Heron Blvd., Suite #140, Riviera Beach, FL 33404 until 3:30 pm prevailing local time on Monday, December 21, 2009.

BIDS AND ADDITIONAL INFORMATION MUST BE PLACED AND SUBMITTED IN A SEALED ENVELOPE WITH THE RFP IDENTIFIER WRITTEN ON THE LOWER LEFT CORNER OF THE PROPOSAL PACKET ENVELOPE ALONG WITH THE DATE AND TIME OF PROPOSAL OPENING. THE CITY WILL NOT MAKE ANY EXCEPTIONS DUE TO FAILURE OR DELAY OF THE U.S. POSTAL SERVICE OR ANY OTHER DELIVERY SERVICE, AND PROPOSER ARE STRONGLY ENGOURAGED TO TAKE ANY STEPS NECESSARY TO ENSURE THAT THE PROPOSAL IS RECEIVED ON TIME. Name of Proposers will be read aloud immediately following said time on said date. Proposals must be sealed and addressed to the Solid Waste Management Commission of the City of Riviera and plainly marked Proposal for Comprehensive Residential Solid Waste Collection and Disposal Services.

1.23 FAX PROPOSALS WILL NOT BE ACCEPTED.

1.24 PROPOSALS RECEIVED AFTER THE POSTED DUE DATE WILL NOT BE ACCETED.

2.0 SCOPE OF WORK

The work to be performed under this Contract shall consist of all items contained in the Request for Proposals, Specifications, Contract Documents and Addenda hereto, including the provision of all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the service as set forth in the specifications attached hereto. The City is requesting proposals for the following:

1. Base Proposal: Containerized Curbside Residential Solid Waste Collection;
2. Base Proposal: Residential Curbside Recycling Collection;
3. Base Proposal: Residential Curbside Yard Waste Collection;
4. Base Proposal: Commercial Solid Waste and Recycling Collection;

The scope of the work under any accepted alternative proposals shall consist of the accepted proposal, including the provision of all labor, equipment, materials, tools, maintenance and delivery of containers, insurance, supervision and all other items necessary to provide the services set forth in the specification attached hereto.

2.1 TERM OF CONTRACT

The term of this Contract will be for a five (5) year period beginning on October 1, 2010, and ending on September 30, 2015. The parties agree that the City, by notice in writing and received at least one hundred eighty (180) days before the termination of the current term ending September 30, 2015, may extend this Contract for one (1) additional five (5) year extension.

2.2 PREPARATION AND SUBMISSION OF PROPOSAL

All proposals must be prepared and signed by the proposers. If submitted by a corporation, the proposal must be signed by an officer of the corporation, or by a representative authorized by the Corporate Officer. Proposals which are not signed by individuals or corporation making them shall have attached hereto a power of attorney evidencing authority to sign the proposal in the name of the person for whom it is signed.

All proposals must be legibly written in ink or typewritten without whiteout or other alterations. Proposed rate schedules and quantities must be written in both words and figures. In the event of a discrepancy or error, the unit prices and quantities as written out in words shall govern. The required alternate proposal shall be a supplement to the bound documents and shall be prepared in as much detail as possible by proposer.

Each proposal must be submitted in a sealed envelope bearing on the outside the name of the proposer, its address, and plainly marked Proposal for Comprehensive Residential Solid Waste Collection and Disposal.

If forwarding by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed as specified in the proposal. The City reserves the right to reject any proposal not prepared and submitted in accordance with the provisions hereof, to waive any irregularities, and to reject any and all proposals. Conditional proposals will not be accepted.

2.3 ERRORS IN PROPOSAL

Proposer will not be allowed to change or alter their proposals after the deadline for proposal submission. The City reserves the right, however, to correct obvious errors such as math errors in extended pricing (not Unit pricing). This type of correction may only be allowed for "obvious" errors such as arithmetic, typographical, or transposition errors. Any such correction must be approved by the Purchasing Department and countersigned by the Proposer. Proposers are advised to make sure that their proposals are true and correct.

2.4 PROPOSAL LIFE

Proposers shall hold their proposals open and pricing firm for one hundred twenty (120) calendar days from the proposal submission deadline. Any proposal accepted by the City for the purpose of contract negotiations shall remain valid until suspended by an executed contract or until rejected by the City.

2.5 CONTRACTOR TO MAKE EXAMINATIONS

Proposers shall inform themselves of all conditions under which the work is to be performed and all other relevant matters that may affect both the quantity of work and the quantity of labor, equipment, and material needed thereon. The proposer shall make its own determinations as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the City. The proposer agrees that if it should execute the Contract, it shall make no claim against the City because of estimates or statements made by any officer or agent of the City which may prove to be in any respect erroneous. The failure or omission of any proposers to receive or examine any form, instrument, addendum or other document shall in no way relieve it of any obligations with respect to its proposal or the Contract. The Solid Waste Management Commission of the City of Riviera Beach shall make all such documents available to the proposers.

2.6 PROPOSAL BOND

Each proposal must be accompanied by a certified check, cashier's check, or Proposal Bond in an amount equal to 5% (five percent) of the base bid for solid waste collection services, made payable to the City of Riviera Beach as guarantee that if the proposal is accepted, the proposer will execute the Contract within fifteen (15) days of its award.

The failure or refusal of the successful proposer to enter into the Contract within said time frame may result in the forfeiture of the Proposal Bond (or check) to the City as liquidated damages. Forfeiture of the security shall be the sole remedy of the City. Award of the Contract may then be made to the next best qualified proposal or the work re-advertised for proposals as the City may elect.

The Proposal Bonds of the lowest three proposers will be held until the Contract is executed. If no proposal has been selected within 60 days of the opening of proposals, securities will be returned upon demand of any proposer at any time thereafter, provided that it has not been notified of the acceptance of its proposal.

Each proposal must also be accompanied by a Certificate of Insurance evidencing the coverages set forth in the Contract Specifications.

2.7 PERFORMANCE BOND/LETTER OF CREDIT

The selected proposer shall have 14 days after notification of acceptance of the proposal in deliver to the City a Performance Bond or Letter of Credit in an agreed-upon amount. Said Bond or Letter of Credit is to be executed by a surety or banking institution satisfactory to the City guaranteeing both the faithful performance of the Contract and the due payment of all lawful claims for all labor, material and equipment used in the work. A Letter of Intent written by the surety stating that said Bond will be delivered before work can commence shall be submitted with the Bond. Each year, the Contractor must submit to the City an updated Performance Bond or Letter of Credit.

2.8 QUALIFICATIONS AND COMPETENCY OF OFFERORS

Each proposer is required to submit with the proposal certified supporting data regarding its qualifications and suitability for the work to be performed including the following information, sworn to under oath by it:

a. Each offeror shall submit a brief company history/work experience in the industry (no longer than 1 page). Include at least 3 references of cities or towns equivalent in size to the City OF Riviera Beach.
b. Guarantee – if any proposer relies on the assets of its parent corporation or any other entity, then a guarantee document legally executed by such parent corporation or any other entity shall be submitted along with, and as a part of the offeror's proposal, attesting that such parent corporation or any other entity guarantees the full and faithful performance of this Contract and that all assets of the parent corporation or other entity would be subject to the faithful performance of the proposing company.
c. Where the offeror is a corporation, evidence that the offeror is in good standing under the laws of the State of Florida. In case of corporation organized under the laws of any other state, evidence that the proposer is licensed (or is capable of being licensed) to do business and is in good standing under the laws of the State of Florida, or a sworn statement that it will take all necessary action to become so licensed if its proposal is accepted.
d. Evidence in form and substance satisfactory to the City, that the proposer (or its affiliated companies and personnel) has at least five (5) years actual operating experience in refuse collection and disposal.
e. Adequate evidence of proposer's ability to dispose of all refuse received during the duration of this Contract at a properly licensed waste disposal facility subject to the administrative regulations of the applicable state, federal or local regulatory agencies.
f. Financial Statements of the proposer for the most recent period available.

2.9 BASIS OF THE PROPOSAL

Proposals with respect to the Base Proposal Solid Waste Collection and Disposal are solicited on the basis of rates per household in the City. The tonnage of the waste collected and disposed may vary from time to time, however, and the total compensation due the Contractor will remain the same, except for circumstances of breach of contract, penalty provisions or an agreed-upon escalation.

Proposals for the Base Proposal Recycling Collection and Alternates: Single Stream Recycling Collection is solicited on the basis of cost per household.

2.10 ADDENDA AND EXPLANATION

Explanations desired by a prospective proposer shall be requested form the City in writing and any necessary response shall be made in the form of an addendum, a copy of which addendum or question and response will be forwarded to each prospective proposer. Every request for such explanation and any other information regarding the Contract shall be addressed in writing to the City Manager, at City Hall, 600 West Blue Heron Blvd, Riviera Beach, FL 33404. Any verbal statements given by any person, previous to the award, shall be unauthorized and not binding.

2.11 INSURANCE

The Contractor shall maintain in full force and effect throughout the term of this Contract and throughout any extension or renewal thereof the following types of insurance naming the City as co-insured in at least the limits specified below:

COVERAGES	MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	$300,000
GENERAL LIABILITY:	
Bodily Injury	$1,000,000 each occurrence $5,000,000 aggregate
Property Damage	$300,000 each occurrence $5,000,000 aggregate
AUTOMOBILE LIABILITY;	
Bodily Injury	$300,000 each person $5,000,000 each occurrence
Property Damage	$300,000 each occurrence
Excess Umbrella Coverage	$5,000,000 each occurrence

Employer's Liability Coverage will be required of the Contractor and any subcontractors where any class of employee engaged in work under this Contract is not protected under the Workmen's Compensation Statute.

All insurance will be by insurers acceptable to the City and authorized to do business in the State of Florida. Prior to the commencement of work, the Contractor shall furnish the City with Certificates of Insurance or other satisfactory evidence that such insurance has been produced and is in force.

2.12 AWARD

Contract award shall be based upon the Proposal and all accepted alternates or that combination of acceptable proposals, which produce the lowest total price and are determined to be the most advantageous to the City.

2.12.1 EVALUATION CRITERIA

The City will be evaluating proposals based on the following criteria:

a) Overall Cost
b) Responsiveness – Bonding, legal requirements, specifications met, etc.
c)Experience, Reliability, References
d) Financial Viability of Company

Note: Cost is not necessarily determinative in the award. Responsiveness, experience and ability to comply with State regulations are equally important. Reliability and financial viability will be factored nto evaluation as well. Discussions may be conducted with responsible proposers, who submit proposals letermined to be reasonably susceptible of being selected for award.

12.2 NEGOTIATED CONTRACT

ıe City will use the requirements set forth in the RFP as the basis for evaluation of submitted offers. After entifying the responsible Proposer(s) whose proposal(s) appear to be most advantageous to the City, the City y enter into contract negotiations with the Proposer(s). If at any time the contract negotiations are judged to be ffective, the City may cease all activities with that Proposer and begin contract negotiation and preparation vities with another Proposer and the process may continue until a contract is executed. The City reserves the t to cease all contract negotiations activities at any time and reject all proposals if such action is determined he City to be in its best interest. Successful proposer will be required to sign contract with the City and be ect to the City Standard Terms and Conditions.

2.12.3 AWARD AS WHOLE OR IN PART

The City may elect, as it deems most advantageous to the City, this contract in whole to one vendor, in parts to different vendors or may reject all proposals.

2.12.4 REVISION TO RFP

The City may modify or amend this RFP at any time. If it becomes necessary for the City to revise any part of this RFP, the revision(s) will be provided to all Proposers in receipt of the original RFP. In such an event, the submission deadline may be extended, at the option of the City, to allow Proposers the opportunity to revise their proposals accordingly.

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SPECIAL CONDITIONS AND RFP SPECIFICATIONS

1.0 TERM:

The term of this Agreement shall be for the period beginning October 1, 2010, and expiring September 30, 2015. This Agreement is renewable for a single additional five (5) year term upon mutual approval of both parties. Negotiations for the renewal term shall commence at least nine (9) months before the expiration of the initial term and shall be concluded 180 days prior to the expiration of the initial term.

2.0 DEFINITIONS:

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct that is contrary to federal, state or local law.

2.1 Authority shall mean the Solid Waste Authority of Palm Beach County.

2.2 Biohazardous or Biomedical Wastes shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; included, but not limited to, waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.

2.3 Bulk Trash shall mean any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture. Bulk Trash shall not be commingled with Vegetative Waste. There shall be no weight limit for any item of Bulk Trash.

2.4 Chlorofluorocarbons (CFC's) shall mean a series of hydrocarbons containing both chlorine and fluorine. These have been used as refrigerants, blowing agents, cleaning fluids, solvents, and as fire extinguishing agents. They have been shown to cause stratospheric ozone depletion and have been banned for many uses.

2.5 City shall mean the City of Riviera Beach, Florida.