

REQUEST FOR PROPOSAL
RFP 24-ES-02
RESIDENTIAL RECYCLING SERVICE

City of Edgewater, Florida
104 North Riverside Drive
Edgewater, FL 32132

RELEASE DATE: February 28, 2024

DEADLINE FOR QUESTIONS: March 20, 2024

RESPONSE DEADLINE: April 17, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/edgewater>

City of Edgewater, Florida
REQUEST FOR PROPOSAL
Residential Recycling Service

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Attachments:

Residential_Recycling_Services_Map_2024

1. City of Edgewater

1.1. [Legal Notice](#)

Notice is hereby given that the City of Edgewater is accepting Sealed Proposals for Residential Recycling Service. Proposals will be received until 2:00 pm, on Wednesday, April 17, 2024 via the City's e-Procurement Portal, [OpenGov](#).

RFP 24-ES-02

"Residential Recycling Service"

Services to be provided shall include, but not be limited to the following: RFP 24-ES-02 - Residential Recycling Service in accordance with the terms, conditions, and specifications herein.

The City of Edgewater has issued this Request for Proposal (hereinafter, "RFP") with the sole purpose and intent of obtaining proposals from qualified and licensed firms for Residential Recycling Service.

A non-mandatory pre-proposal conference will be held on Wednesday, March 13, 2024, commencing promptly at 10:00 am, and will be held:

This meeting will be held in person as well as via Zoom In person meeting: City of Edgewater City Hall Council Chambers 104 N Riverside Drive Edgewater, FL 32132 Join Zoom Meeting
<https://us06web.zoom.us/j/87212039778?pwd=tA5rKBtfgjgvESDoStixLhM1XMUqlc.1> Meeting ID: 872 1203 9778 Passcode: 646838

All required documents shall be completed and submitted through the [City's e-Procurement Portal](#).

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's e-Procurement Portal, on the City of Edgewater Finance website: www.cityofedgewater.org, and in the Lobby of City Hall on Wednesday, February 28, 2024.

2. Introduction

Thank you for your interest in doing business with the City of Edgewater, Florida.

If you are interested in preparing a response to this solicitation, please read the solicitation package in its entirety prior to submitting a response.

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record, subject to distribution pursuant to the request for records by any interested party.

The awarded respondent must be registered with the Florida Department of State and licensed to do business in the State of Florida.

2.1. Summary

As requested by the City Council of the City of Edgewater, the City of Edgewater Finance Department (hereinafter, "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".

Additionally, please note that this solicitation operates independently and is not connected to ongoing solid waste collection services. Bids that combine residential recycling and solid waste collection will not be accepted by the City.

If awarded, a contract to provide these services will be effective on September 25, 2024 as approved by the City of Edgewater City Council (hereinafter, the "Council"), signed by all required parties, and filed with the City Clerk.

The initial term of the contract will be 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 3. "Instruction for Proposal" 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 outlined in this RFP. The City will not use any other factors or criteria in the evaluation of the proposals received.

2.2. 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 the City of Edgewater's Annual Comprehensive Financial Report for fiscal year 2022 and in the City's Annual Budget for fiscal

year (FY) 2024. Copies of these documents may be viewed at www.cityofedgewater.org. The City of Edgewater is exempt from all state, local, and federal taxes.

2.3. [Contact Information](#)

Purchasing Department

Purchasing
104 N Riverside Drive
Edgewater, FL 32132
Email: purchasing@cityofedgewater.org
Phone: [\(386\) 424-2400](tel:(386)424-2400)

Department:

Environmental Services

2.4. [Timeline](#)

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.

Request for Proposal Notice	February 28, 2024
Pre-Proposal Conference (Non-Mandatory)	March 13, 2024, 10:00am This meeting will be held in person as well as via Zoom In person meeting: City of Edgewater City Hall Council Chambers 104 N Riverside Drive Edgewater, FL 32132 Join Zoom Meeting https://us06web.zoom.us/j/87212039778?pwd=tA5rKBtfgjgvESDoStixLhM1XMUqIc.1 Meeting ID: 872 1203 9778 Passcode: 646838
Last Date for Receipt of Written Questions	March 20, 2024, 2:00pm
Addendum Due	April 3, 2024, 4:30pm

<p>Proposal Close Date</p>	<p>April 17, 2024, 2:00pm This meeting will be held in person as well as via Zoom</p> <p>In person meeting: City of Edgewater City Hall Council Chambers 104 N Riverside Drive Edgewater, FL 32132</p> <p>Join Zoom Meeting https://us06web.zoom.us/j/89185616190?pwd=X413kf6fHASXagI8KJtpR5HKtoBV66.1 Meeting ID: 891 8561 6190 Passcode: 027395</p>
<p>Shortlisted Firm Presentations</p>	<p>May 8, 2024, 8:30am City of Edgewater Council Chambers 104 N Riverside Drive Edgewater, FL 32132</p> <p>The presentations (if needed) will be held via Zoom. Shortlisted Firms will be sent an invitation with the Zoom link with presentation times and focus questions.</p>
<p>Evaluation Committee Meeting for Recommendation of Award</p>	<p>May 8, 2024, 11:30am Start time is estimated. This meeting will be held immediately following the Shortlisted Firm Presentations (if needed).</p> <p>City of Edgewater Council Chambers 104 N Riverside Drive Edgewater, FL 32132</p>
<p>Notice of Recommendation for Approval</p>	<p>May 9, 2024</p>
<p>Council Hearing/Approval Date</p>	<p>June 3, 2024</p>

3. Instruction for Proposal

3.1. Delivery of Proposals

All Proposals are to be delivered before 2:00 pm, local time, on or before Wednesday, April 17, 2024 via the City's e-Procurement Portal, [OpenGov](#).

Proposals received after the designated time will not be allowed on the [City's eProcurement Portal](#).

There is no expressed or implied obligation for the City of Edgewater to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

3.2. Inquiries

All questions related to this RFP shall be submitted in writing through the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Wednesday, March 20, 2024 by 2:00 pm. Please include the section title for each question, if applicable, 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 shall be the one stated in writing and posted in the [City's e-Procurement portal](#). All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the [City's e-Procurement Portal](#).

When asking questions, please be sure to enter each question separately.

3.3. Method of Source Selection

The City is using the Competitive Sealed Qualifications methodology of source selection for this procurement, as authorized by Resolution 2023-R-05 establishing and adopting the City Purchasing Policy. Each proposal will be reviewed to determine if the proposal is responsive to the RFP. Qualifications deemed to be non-responsive may be rejected without being evaluated by the Evaluation 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.

3.4. Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held on Wednesday, March 13, 2024, commencing promptly at 10:00 am. This meeting will be held in person as well as via Zoom In person meeting: City of

Edgewater City Hall Council Chambers 104 N Riverside Drive Edgewater, FL 32132 Join Zoom Meeting <https://us06web.zoom.us/j/87212039778?pwd=tA5rKBtfgjgVESDoStixLhM1XMUqlc.1> Meeting ID: 872 1203 9778 Passcode: 646838.

The purpose of the pre-proposal 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.

All prospective proposers are strongly encouraged to attend, as, unless requested by the department, this will be the only pre-proposal conference for this solicitation.

3.5. Compliance with the RFP

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

3.6. Acknowledgment of Insurance Requirements

By confirming 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.

3.7. Bonding Requirements - Performance and Payment Bonds

Performance and Payment Bonds: Performance and Payment Bonds: Bonds are required to be recorded by the Proposer prior to submitting it to the City. The recorded Bonds shall be submitted to the City Clerks office within 15 days of award of the 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. Bond shall be written to City of Edgewater.

3.8. Delivery of Proposals

All Proposals are to be delivered before 2:00 pm, local time, on or before Wednesday, April 17, 2024 via the City's e-Procurement Portal.

The City shall not bear the responsibility for Proposals delivered past the stated date and/or time indicated, or through any other means.

3.9. Evaluation of Proposals (Procedure)

The City's procedure for selecting is as follows:

- A. 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. Plus there shall be a minimum of three members of the committee, but always an odd number.
- B. Request for Proposals issued.
- C. Subsequent to the closing of Proposals, the Purchasing Specialist and Project Manager 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 (1) day in advance.
- D. The committee members shall review each Proposal individually and score each Proposal based on the evaluation criteria stated herein.
- E. Prior to the first meeting of the evaluation committee, the City Clerk 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

Clerk 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.

- F. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposal to determine committee recommendations. The committee may at their discretion, schedule presentations or demonstrations from the top-ranked firm(s), 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.

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.

3.10. 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 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.

3.11. 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.

3.12. 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.

3.13. 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.

3.14. 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.

4. Scope of Work

4.1. General Description of Specifications

The City of Edgewater seeks to establish a contract for a qualified firm to provide Residential Recycling Services. The firm awarded the contract shall be paid on a flat fee basis and will be responsible for providing Residential curbside collection of recyclable materials in the recycling service area. The City desires to obtain the services of a qualified contractor capable of performing and managing a complete residential recyclable material program.

In the 12 months preceding this agreement, the city averaged 8,894 recycling accounts. The City of Edgewater currently has an active contract with Southard Enterprises for this service. The current contract expires on September 24, 2024.

The following information outlines the products and services that the City of Edgewater expects to receive from a qualified firm as a subject matter expert.

The firm awarded this contract must meet or exceed all terms, conditions and specifications of the City of Edgewater. The successful proposer will hereinafter be referred to as the “Contractor”.

4.2. Eligibility

The Contractor is required to possess the correct 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 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.

4.3. General Requirements (Recyclable Items Collected)

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

- A. Aluminum Cans
- B. Brown Paper Bags
- C. Corrugated Cardboard
- D. Glass bottles and jars, including clear, green, and brown, with or without labels
- E. Junk Mail
- F. Magazines
- G. Newspapers, 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 or bins of the same style and 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.

4.4. General Requirements (Required Days/Times of Collection)

The 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. The 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.

4.5. General Requirements (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.

4.6. General Requirements (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 the proper and lawful disposal of all collected recyclable materials following federal, state, and local regulations.

4.7. General Requirements (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.

4.8. Contractor Responsibility Requirements (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 the proper and lawful disposal of all recyclable materials following federal, state, and local regulations.

4.9. Contractor Responsibility Requirements (Contractor Will Provide)

Local office: The 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: The Contractor shall provide the Department of Environmental Services with an emergency telephone number(s) where the 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. The 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.

4.10. Contractor Responsibility Requirements (Reports)

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

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 picked up by the City to evaluate the true participation rate.

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):

- 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

Report Submission: The 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 all reports of the Contractor relating to this contract at any time during normal business hours upon giving reasonable notice.

4.11. Contractor Responsibility Requirements (Recycling Equipment Requirements)

The Contractor will provide an inventory of vehicles and equipment used for residential recycling pickup services. A minimum of two (2) recycling vehicles will be required.

- A. 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.
- B. All equipment and vehicles utilized by the Contractor shall comply with all applicable federal, state, and local regulations.
- C. The Contractor shall provide and maintain radio and cell phone communication with all vehicles used in the performance of recycling services.
- D. All vehicles and other equipment shall be maintained in a clean and sanitary condition at all times
- E. The Contractor shall keep recycling vehicles and equipment emptied by mechanical means, cleaned, and painted to present a pleasing appearance.
- F. 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.
- G. 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, to ensure collection services are not interrupted during the term of this agreement.
- H. All recyclable material hauled by the Contractor over the public streets of the City of Edgewater shall be hauled in such a manner as is necessary to prevent leakage, spillage, or blowing.

- I. 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.

Right to Examine: 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.

4.12. 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 notes inside. All other containers will be placed upside down near the original location, but not in the driveway, in front of a mailbox, or in 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 operations of the Contractor on 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 that are damaged by the actions of the Contractor's 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. The Contractor will supply sufficient-sized recycling containers depending on the recyclables collected at these 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

4.13. Recycling Promotion/Educational Program (City Provided)

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

4.14. Recycling Promotion/Educational Program (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 (4) times a year. Ads shall state what can be recycled, the name of the contractor, and have the City logo and telephone number in the ad.
- D. The Contractor shall provide additional recycling containers to the Parks & Recreation Department for use at City events. City staff will collect the recycling and return it to the maintenance shop on W Turgot Ave for contractor pick up. Parks & Recreation department will call to arrange additional pick up, if needed.
- 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 participation in the program.

4.15. Compensation (Payment of Invoice)

The Contractor shall, on a monthly basis, submit to the City an invoice sufficient for audit purposes. The invoice shall be based on customer count. The City shall satisfy the invoice with a reduction of a 5.9% Franchise Fee and a 10% Administration Fee. Upon submission of the required invoice, the City shall make payment to the Contractor within thirty (30) days.

Example: Charge customer \$6.50 per unit.

Sample invoice:

Total collections 10,000 units @ \$6.50 / unit =	\$65,000
Less Franchise fee	\$3,835
Less Administrative fee	\$6,500

Net invoice \$54,665

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 residential and commercial units being serviced as of the beginning of each month.

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. The 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. The Contractor shall notify the City on or before July 1st of any proposed unit price increases prior to the agreement expiration date.

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

4.16. Compensation (Liquidated Damages)

The City and Contractor will agree that the City and its residents will be harmed if the recycling services are not performed under 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: \$100.00 as outlined in the Recycling Equipment Requirements section.
- C. Failure to collect recyclable materials: \$25.00
- D. Failure to correct chronic problems: \$100.00 Chronic problems shall be construed to mean 3 or more similar instances at the same residence within a sixty (60) day period.
- E. Failure to return containers to designated locations: \$10.00
- F. Legitimate complaints, ten (10) or more per month, including the first Ten (10) 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 appellant's decision 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.

5. Terms and Conditions

5.1. Term

It is anticipated the City will contract for Residential Recycling Services for an initial three-year period with two (2) one-year extension options. The City of Edgewater reserves the right to extend this agreement or enter into a competitive proposal process at the end of each term. Either party may terminate this agreement by giving 120-days written notice except as noted in "Terms and Conditions – Termination" of this document.

5.2. 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.

5.3. Licenses

The Contractor is required to possess the correct business tax receipt, 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.

5.4. 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.

5.5. Taxes

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

5.6. 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.

5.7. [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.

5.8. [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 one-hundred eighty (180) days written notice. The City shall be sole judge of non performance.

5.9. [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.

5.10. [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.

5.11. [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 or any other City Staff other than the Purchasing Specialist 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 Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

5.12. [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.

5.13. [Protest Procedures](#)

Any appeal or protest to the Request for Proposal shall be governed by the City of Edgewater's Purchasing Policies and Procedures. NOTE: Protest Procedures are time sensitive and can be found via

this link: <https://www.cityofedgewater.org/finance/page/purchasing-policies>

5.14. [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, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

5.15. [Immigration Reform and Control Act](#)

The City will not intentionally award City contracts to any Firm who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in an 8 U.S.C. Section 1324 a(e) (Section 274A (e) of the Immigration and Nationality Act (“INA”).

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.

5.16. [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.

5.17. [Other Agencies](#)

All Proposer(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 proposer(s).

5.18. [Conflict of Interest Disclosure](#)

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Firms must disclose within their bid/proposal to the City of Edgewater the name of any officer, director, or agent who is also an employee of the City of Edgewater (hereinafter the “City”). Furthermore, all firms must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the firm of any of its branches.

The purpose of this disclosure is to give the City the information needed to identify potential conflicts of interest for evaluation by the team members and other key personnel involved in the award of this contract.

The term “conflict of interest” refers to situations in which financial or other personal consideration may adversely affect, or have the appearance of adversely affecting, an employee’s professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please submit to the City all information on any potential conflict of interest related to provision of the goods or services requested in this Solicitation.

5.19. Drug-Free Workplace Provisions

In accordance with Florida Statue 287.087, firm certifies that:

- A. Publish a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- B. Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- C. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- D. Notifies the employees that as a condition of working on the commodities or contractual and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- E. Imposes a sanction on, or requires 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.
- F. Makes a good faith effort to continue to maintain a drug free work place through the Implementation of the drug free workplace program.

5.20. Public Entity Crimes Notification

Florida Statutes, Paragraph 287.133(2)(a), 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, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

5.21. Non-Collusive Affidavit

The firm and its officers, partners, owners, agents, representatives, employees or parties in interest, swears and attests that it is fully informed respecting the preparation and contents of the attached Solicitation, and of all pertinent circumstances respecting the provision of the goods or services to the City of Edgewater. The offer or submittal being made is genuine and is not collusive or a sham.

I certify that all information contained in the submittal is truthful to the best of my knowledge and belief. I further certify, under oath, that this submittal is made without any colluded, conspired, connived or agreed, directly or indirectly, with any other firm, person or corporation responding to this solicitation for the same product or service. I certify that the offer quoted/proposed in the attached submission is fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

5.22. Employment Eligibility Verification System (E-Verify) Acknowledgment

Firm acknowledges and agrees to utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (E-Verify) to do the following:

- A. Enroll in the U.S. Department of Homeland Security's E-Verify system; <https://www.e-verify.gov/employers/enrolling-in-e-verify>
- B. Utilize E-Verify to verify the employment eligibility of all new employees hired during the term of the Contract;
- C. Utilize E-Verify to verify the employment eligibility of all employees assigned to the Contract; and
- D. Expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize E-Verify to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

5.23. Scrutinized Vendor Certification

- A. Firm hereby certifies under penalties of perjury, as of the date of this solicitation to provide goods and/or services to the City of Edgewater, that it:
- B. Does not participate in a boycott of Israel; and
- C. Is not on the Scrutinized Companies that Boycott Israel List; and
- D. Is not on the Scrutinized Companies with Activities in Sudan List; and

- E. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- F. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Edgewater shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following the 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 Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits state agencies and departments, and local government entities from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

5.24. Debarment and Suspension Certification

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- D. Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this submittal.

5.25. [Public Act 2016-20 Public Records Requirements](#)

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.

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**

5.26. Purchase Order Number

This purchase order number and the seller's name must be clearly shown on all invoices, packing slips, delivery receipts, and correspondence. Failure to clearly indicate this purchase order number may result in the return of invoices.

5.27. Acceptance

All terms and conditions of this purchase order shall become part of the contract between the City of Edgewater and the vendor/seller; the vendor's/seller's different or additional terms will never become part of this contract.

5.28. Delivery, Title & Risk of Loss - NOT APPLICABLE TO THIS SOLICITATION

~~Title shall pass to the City of Edgewater on delivery of the conforming goods to the designated location. Notwithstanding any agreement to pay freight, express or other transportation charges, the risk of loss or damage in transit shall be upon the vendor/seller. Delivery shall not be complete until the goods and or services have been received, inspected, and accepted by the City of Edgewater. Collect shipments will not be accepted in the event that the city agrees to pay the freight, all freight charges shall be fully prepaid and included on the invoice. The original bill must be included with the invoice.~~

5.29. Warranty

The vendor/seller warrants that the goods and/or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the vendor/seller knows the City's intended use, the vendor/seller warrants that the goods and/or services are suitable for the intended use.

5.30. Remedies

Regardless of whether goods are being sold, licensed or leased or whether services are being performed, the vendor/seller and the City of Edgewater agree that both parties have all the uniform commercial code rights, duties, and remedies available.

5.31. Conflict of Laws

This agreement to purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the City of Edgewater and the State of Florida.

5.32. Modifications

No modification in price, delivery, method or schedule, quantity, quality, specifications or any other term of the contract will be effective unless agreed to in writing, and writing and signed by an authorized purchasing agent.

5.33. Taxes

The City of Edgewater, Florida is exempt from the payment of all federal excise taxes and sales taxes of the State of Florida, and generally all other state governments. Vendor/Seller shall furnish the proper exemption certificate

State of Florida Sales Tax Exemption Number: 85-8013848356C7

Federal Employee Identification Number: 59-6000-314

5.34. Patents & Royalties

The vendor/seller, without exception, shall indemnify and save harmless the City of Edgewater and its employees from liability of any nature of kind, including costs and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or sued in the performance of the contract, including its use by the City of Edgewater. If the vendor/seller uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the listed prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved with the work.

5.35. Invoicing/Payments

Furnish all invoices in duplicate and mail to the address indicated on the front. Send a separate invoice for each shipment. Include the correct purchase order number on each invoice. Unless previously agreed upon by both the City and vendor, all invoicing and payments will be as outlined in the (Local Government Prompt Payment Act (FS 218. PART VII).

5.36. Prices - NOT APPLICABLE TO THIS SOLICITATION

~~If prices are higher than specified, do not ship without the purchasing agent's prior written approval.~~

5.37. Clean Hands

By accepting this contract, the seller warrants that neither the business, nor any officer or significant stakeholder of the business is in violation of the City of Edgewater code and do not owe the city any past due debt. The seller specifically agrees that the city may withhold any money owed the seller from this contract for any existing code violations and/or past due debt. If the seller misrepresents the status of the business, any officer or significant stakeholder, the city will consider this a material defect of this contract and shall have the right to immediately terminate it.

6. Insurance Requirements

6.1. Insurance Requirements

INSURANCE TYPE	REQUIRED LIMITS
1. Worker's Compensation Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.	
2. Commercial General Liability including Bodily Injury & Property Damage (Occurrence Form) patterned after the current I.S.O form Aggregate with no limiting endorsements.	\$1,000,000 per occurrence/ \$2,000,000
3. Automobile Liability Owned/Non owned/Hired Automobile Included	\$ 1,000,000 Each Occurrence
4. Other Insurance as indicated below: Errors and Omissions or Professional Liability	\$ 1,000,000 Per Claim
5. Aircraft Liability (if applicable)	\$ 1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.
6. Pollution Liability	\$ 1,000,000 Per Claim
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.	
8. The City of Edgewater must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability, Automobile Liability, and Pollution Liability where required.	
9. Waiver of Subrogation in favor of the City of Edgewater on the General Liability, Automobile Liability, and Workers Compensation policies.	
10. 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.	
11. Thirty (30) Days Cancellation Notice required.	

12. The Certificate must state the following: RFP 24-ES-02 and Residential Recycling Service.

7. Contract/Agreement & All Required Forms

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

7.1. 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 selected Consultant shall be required to sign a standard City contract within twenty one (21) days of Notice of Selection for Award.

7.2. Contract Award

Contract will become effective once City Council approves and authorizes the City Manager to execute said contract.

A contract(s) resulting from this RFP shall be subject to the terms and conditions set forth in a standard City Contract. 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.

8. Submittal Requirements

8.1. Response Format - Overview

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 in 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.

8.2. Title Page

Request for Proposal #RFP 24-ES-02 – Residential Recycling Service

8.3. Letter of Transmittal

A signed letter of transmittal briefly stating proposers understanding of the work to be done, the projected timetable for completion of study and statements why the proposer believes they are the best qualified to perform this project.

8.4. Company History

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 proposal. Submission of a signed Proposal 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.

8.5. Experience and Qualifications of Staff

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.

8.6. Method of Operations, Structure and Staffing

- 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.

8.7. References

Provide a listing of all previous customers (MAXIMUM OF 8) during the past five years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFP.

Information provided for each client shall include the following:

- A. Client name, address, and current telephone number.
- B. Description of services provided.
- C. Time period of the project or contract.
- D. Client's contact reference name, email and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Proposal.

The City reserves the right to contact any and all references to obtain ratings for the performance indicators as indicated in the Evaluation Criteria. A uniform sample of references will be checked for each Proposer.

8.8. Statement of Litigation

Provide a list of current litigations, outstanding judgments and liens, if any, against the firm or personnel to be assigned to this project or that may have been filed in the last five (5) years.

8.9. Documents

Professional Certifications/Licenses.

8.10. [Required Forms](#)

See [Contract/Agreement & All Required Forms](#).

8.11. [Price Proposal](#)

All pricing must be entered and submitted through the OpenGov/ProcureNow system.

The City of Edgewater is prepared to pay a fixed annual fee rather than commission for services rendered. In cases where commission is mandated by the desired plans, such commission shall be deducted from the agreed upon fixed fee paid by the City. The stated fee shall include all costs associated with the performance of the services specified, including labor, material, transportation, etc. No other charges shall be allowed.

8.12. [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.

Each Committee member will award points according to the Evaluation Criteria described in each Category for the Phase I and Phase II evaluation processes. The points indicated as "Points Possible" will be totaled to achieve the Total Points awarded to each Proposer. The greatest cumulative of Total Points will be ranked 1, the next greatest total ranked 2, etc. The ranking of each Proposer will be tabulated from each Committee member.

The factors to be considered in the evaluation of Proposal responses are listed in the Evaluation Criteria section of this document

Maximum Points

IF LOCATION IS A CRITERIA:

For clarifications regarding the grading of Location of Firm the following scale will be used:

Within City Limits of Edgewater - 10 points

within 25 miles of base - 8 points

25-50 miles from base - 5 points

50-100 miles from base - 2 points

over 100 miles from base - 0 points

Base location will be 104 N Riverside Drive

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 Specialist to schedule the top ranked firm(s) for oral presentations/interviews. If Oral Presentations are required, the shortlisted firms will be re-ranked based **solely on the presentations**.

8.13. Drug-Free Workplace

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Edgewater, these services should be identified and included in the request response.

8.14. 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.

9. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Summary of Qualifications <ul style="list-style-type: none"> • Experience • Knowledge of Federal, State, and Local Regulations • Past Performance 	Points Based	10 <i>(10% of Total)</i>
2.	Method of Operations, Structure, and Staffing	Points Based	20 <i>(20% of Total)</i>
3.	Proposal Price	Points Based	60 <i>(60% of Total)</i>
4.	Location of Firm The following scale will be used: Within City Limits of Edgewater - 10 points within 25 miles of base - 8 points 25-50 miles from base - 5 points 50-100 miles from base - 2 points over 100 miles from base - 0 points Base location will be 104 N Riverside Drive	Points Based	10 <i>(10% of Total)</i>

10. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cost Per Unit: 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 price listed. A unit (Each) is the monthly cost per one (1) account.	1	Each		
TOTAL					

11. Vendor Response

Please upload ONLY PDF files within this section. The City of Edgewater will not be responsible for any other types of files (WORD, EXCEL, etc..) that may not convert correctly to pdfs. Required documents are provided as downloadable PDF files for your use. Alternate PDF files may be accepted.

11.1. Terms and Conditions of Contract*

The proposer acknowledges that by submitting a response to this solicitation, they are bound by the following:

The City has developed standard contracts/agreements. The selected Contractor shall submit a signed copy of the contract attached with this document as a part of the proposal submittal. Contract will become effective once City Council approves and authorizes the City Manager to execute said contract.

A contract(s) resulting from this RFP shall be subject to the terms and conditions set forth in a standard City Contract. 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.

Please confirm

*Response required

11.2. W9*

Please download the below documents, complete, and upload.

- [W9 - 2018 \(1\).pdf](#)

*Response required

11.3. Insurance Requirements*

By submitting a response to this solicitation, the Proposers acknowledge that they understand the insurance requirements of the attached specifications and that the evidence of insurability may be required within five (5) days of the award of RFP.

Please confirm

*Response required

11.4. Proposer Checklist*

By submitting a response to this solicitation, the Proposer acknowledges that they have read, signed in spaces indicated and returned the following with their proposal:

- A. Standard Contract/Agreement
- B. Declaration Statement/Document Notification Affidavit
- C. All information as requested in Vendor Response

Please confirm

*Response required

[11.5. Title Page*](#)

Please upload your Title Page here.

*Response required

[11.6. Letter of Transmittal*](#)

Please upload your Letter of Transmittal here.

*Response required

[11.7. Summary of Qualifications*](#)

Please upload all documents pertaining to your Summary of Qualifications here.

*Response required

[11.8. Method of Operations, Structure and Staffing*](#)

Please upload all documents pertaining to your Method of Operations, Structure and Staffing here.

*Response required

[11.9. Location and Accessibility*](#)

Please upload all documents pertaining to your Company's Location and Accessibility here.

*Response required

[11.10. Other Documents](#)

Please upload any additional documents here.

For example:

Professional Certifications

Licenses

[11.11. Professional Services Agreement*](#)

Please upload a completed, signed copy of your Professional Services Agreement here.

Leave the dates in the introductory paragraph blank. They will be completed upon final execution of the agreement to the selected vendor/firm.

- [RFP 24-ES-02 RESIDENTIAL RE...](#)

*Response required

[11.12. Declaration Statement/Document Notification Affidavit*](#)

Please download the below documents, complete, and upload.

- [RFP 24-ES-02 - Residential ...](#)

*Response required

11.13. Reference Form*

Please download the below documents, complete, and upload.

- [References.2.pdf](#)

*Response required

11.14. Performance/Payment Bonds*

Proposer confirms ability to meet Performance Bond requirement outlined in this document and agrees to produce said Bond per terms listed.

Please confirm

*Response required

11.15. Pricing Proposal*

By submitting a response to this RFP, the bidder acknowledges that a Pricing Proposal must be submitted via the City's e-Procurement Portal and will be uploaded separately from the remainder of the response.

Please confirm

*Response required

11.16. Vendor Information/Proposers Qualifications

11.16.1. Type of Firm*

Please select the type of firm for your organization.

- Corporation
- Partnership
- Sole Proprietorship
- Other

*Response required

11.16.2. Corporation - State*

If firm is a corporation, please list state in which it is incorporated. If you did not select corporation, please type N/A.

*Response required

11.16.3. Other*

If you selected other, please list the type of firm. If you did not select other, please type N/A.

*Response required

11.16.4. Authorization*

By submitting a response to this solicitation, the Proposer certifies that the firm is authorized to do business in the state of Florida.

Please confirm

*Response required

11.16.5. *Years in Business**

Please provide the number of years you have been in business under this firm.

*Response required

11.16.6. *Major Work**

Please list major work presently under contract and include the following information for each item:

Percentage of Completion

Project

Contract Amount

*Response required

11.16.7. *State of Litigation**

Are there any judgments, claims or suits pending or outstanding by or against you?

Yes

No

*Response required

11.16.8. *Additional Details**

If you answered yes to Project Completion and/or State of Litigation, submit details here. List all lawsuits that have been filed by or against your firm in the last five (5) years.

*Response required

11.16.9. *City Projects**

List all work done on City of Edgewater projects in the past five (5) years, whether as an individual firm or as part of a joint venture.

*Response required

11.16.10. *Financial Information**

Please provide the following information here:

Bank(s) Maintaining Account(s)

Surety/Underwriter (if required)

*Response required

11.16.11. *Vendor Info and Agreement form**

Please download the below documents, complete, and upload.

- [Vendor form for solicitatio...](#)

*Response required

*11.16.12. Vendor Acknowledgment**

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.

Please confirm

*Response required

11.16.13. Acceptance of Conditions

Confirm Acceptance of Conditions listed in this solicitation (any exceptions must be listed in the following question.)

Yes

No

11.16.14. Acceptance of Conditions - EXCEPTIONS

List any exceptions to conditions listed in this solicitations. It should be noted that exceptions may render the submittal as non-responsive.

11.16.15. Acceptance of Conditions - EXCEPTIONS - upload

You may use this question to upload any documentation related to exceptions to the Acceptance of Conditions.

*11.16.16. Equipment Listing**

Please download the below documents, complete, and upload.

- [EQUIPMENT LISTING FORM - Re...](#)

*Response required

*11.16.17. Subcontractor Listing**

Please download the below documents, complete, and upload.

If no subcontractors are to be used, please indicate that on the form

- [SUBCONTRACTOR LISTING - Res...](#)

*Response required