



"The Best Waterfront City in Which to Live, Work and Play."

REQUEST for PROPOSAL (RFP):

SOLID WASTE SERVICES

Solicitation No. RFP 1011-21-1

Issue Date: March 7, 2021

Due Date: May 7, 2021 at 3:00pm EST

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ATTACHMENT A – STANDARD FORMS
ATTACHMENT B - FEE/PRICE SCHEDULE
ATTACHMENT C - PROPOSER'S DISCLOSURE AFFIDAVIT
ATTACHMENT D - DRAFT CONTRACT

INTRODUCTION

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 City has been utilizing an outside supplier for solid waste collection and disposal services for the past 25 years.

Our Mission—We are committed to creating an exceptional City by providing excellent customer service, progressive leadership, and accountable stewardship.

Our Vision – “*To be the best Waterfront City in which to live, work, and play.*”

Our Values – Professionalism Ethics, Excellence in Customer Service. Integrity, Diversity, Respect for Opinions, Transparency, and Innovation.

BACKGROUND

The City of Riviera Beach, established in 1922, in Palm Beach County with a population of approximately 34,000 residents. Situated in the heart of Palm Beach County, the City offers a small town feel with an incredible sense of community within one of the state's largest urban environments.

Internal and external forces have resulted in the need for the City to develop a strategic framework in order to meet the needs and expectations of residents, customers, employees, businesses, and other stakeholders. On August 10, 2019, the Mayor, Council, and City Administration embarked on a process to develop a Strategic Plan to provide strategic direction and a framework for the City's future. The goal of the strategic planning session was to ensure alignment between the City's resources and activities within the Council's policy direction and to guide the City in successfully advancing the City's vision and priorities over the next ten years. The following are the elements of the Strategic Plan:

- Vision
- Mission
- Core Values
- Priority Focus Areas
- Goals
- Objectives

As a result of this process, the Mayor and Council established priorities which focus not only on the short-term goals but also the long-term objectives to meet the City's desired vision by 2030 and nine priority focus areas that emerged as essential in development of a strategic framework to move the City forward. Out of the nine focus areas, the City is looking to partner with Proposers willing to go beyond solid waste collections and disposal, and assists the City with its goals of Revitalization and Sustainability. Elements of these goals consist of improving the condition, appearance, and sustainability of the Riviera Beach community.

SOLICITATION TIMELINE

This Request for Proposal (RFP) provides guidelines for submission and outlines the essential services desired for the engagement. Proposals will be accepted at the **City of Riviera Beach, Office of the City Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, FL 33404, until 3:00P.M. May 7, 2021.**

This RFP document, including a scope of services will be available for download on March 7, 2021 and 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 this RFP. The City reserves the right to reject any or all proposals and to waive technicalities, if such measures are deemed appropriate and in the best interest of the City. Any proposal received after the date and time specified, whether by mail or otherwise, will not be accepted or considered. Any uncertainty regarding the time a proposal is received will be resolved against the proposer. The anticipated schedule and deadlines for this RFP and contract approval are projected as follows:

Event	Date and Time (EST)
Issue Solicitation	March 7, 2021
Pre-Proposal Conference	March 23, 2021 at 11:00am Marina Event Center, 200 East 13th St, Riviera Beach, FL 33404
Questions and Inquiries	March 30, 2021 by 5:00pm
Addendum (Approximately)	April 7, 2021
Submittal Due Date	May 7, 2021 at 3:00pm

PROPOSAL DISCLOSURE

In accordance with Chapter 119, Florida Statutes, all Proposals shall become “public records” in accordance with the law and shall be subject to public disclosure consistent with the law. Proposers submitting Proposals shall invoke in writing the exemptions to disclosure (provided by law) in their Proposal 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.

The Contractor shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City’s custodian of public records or designee, provide the City 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 Chapter 119, Florida Statutes, 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 this Contract and following completion of this Contract if the Contractor does not transfer the records to the City.
- (d) Upon completion of this 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 or designee, in a format that is compatible with the information technology systems of the City.

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, CLAUDENE ROBINSON OR DESIGNEE, AT (561) 845-4090, 600 WEST BLUE HERON BLVD., SUITE #140, RIVIERA BEACH, FLORIDA 33404.

ACCEPTANCE OR REJECTION OF PROPOSALS

The City reserves the right to reject any and all Proposals when (1) such rejection is in the best interest of the City; or (2) if the Proposal contains any irregularities; provided, however, that the City 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 Request for Proposals at any time and/or to solicit and re-advertise for other proposals. The City is not obligated to enter a contract on the basis of any proposal submitted in response to this document.

CONE OF SILENCE

The City Council of Riviera Beach has enacted a cone of silence, in Sec. 2-166 of the Code of Ordinances, that prohibits oral and written communications regarding all formal solicitations for goods and services issued by the City. The cone of silence commences as of the deadline to submit the proposal, bid, or other response to a competitive solicitation, and remains in effect until a contract is awarded/approved, all bids or responses are rejected, or the solicitation is otherwise ended. Any contract entered into in violation of the cone of silence provision is null and void. All inquiries shall be provided via Email to Althea Pemsel, Procurement Director, apemsel@rivierabeach.org.

RESERVATIONS AND RESPONSIVENESS

General

The City reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted; therefore, the proposals should be submitted in a favourable manner. It is understood that the proposal will become a part of the City's official file, without obligation of the City.

Responsiveness

The City will not consider proposals found to be non-responsive to this RFP. A proposal may be determined irregular and non-responsive for reasons that include, but are not limited to, failure to utilize or complete material prescribed forms, inadequate financials, incomplete responses, indefinite or ambiguous responses, and improper, missing and/or undated signatures.

Waiver of Irregularities

The City may waive minor informalities or irregularities in responses or proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the City's interests and will not give a Proposer an advantage or benefit not enjoyed by other Proposers.

City Reserved Rights

In connection with this solicitation, the City reserves all rights (which rights shall be exercisable by the City at its sole discretion) available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

1. Proceed with the project in any manner that the City, at its sole discretion, deems necessary. If the City is unable to agree with the highest ranked Proposer or does not negotiate and execute satisfactory Agreement with the highest ranked Proposer, the City may negotiate with the next highest ranked Proposer, terminate this solicitation and pursue other development or solicitations relating to the project, or exercise such other rights under the provisions of State law as it deems appropriate;

2. Cancel this RFP in whole or in part at any time prior to the execution of an Agreement, without incurring any cost obligations or liabilities;
3. Reject at any time, any and all submittals, responses, and Proposals;
4. Modify all dates set or projected in this RFP;
5. Terminate at any time evaluations and proposal;
6. Suspend and terminate Agreement discussions and clarifications at any time, and elect not to commence Agreement discussions and clarifications with any responding Proposer and engage in discussions and clarifications with a Proposer that is not the highest ranked Proposer;
7. Issue addenda, supplements, and modifications to this RFP or any subsequent RFP;
8. Seek the assistance of outside technical experts and consultants in Proposal evaluation;
9. Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its Proposal and require additional evidence of qualifications to achieve the purpose of the Agreement described in the RFP or subsequent RFP;
10. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP;
11. Permit clarification or supplements to a Proposal;
12. Disqualify a Proposer who changes its Proposal without City approval;
13. Make any adjustments it deems necessary to the technical evaluation criteria and weightings for purposes of its evaluations;
14. Exercise any other rights reserved or afforded the City under this RFP or subsequent RFP and applicable law; including waiving deficiencies in a Proposal or accept and review a non-conforming Proposal; provided that such deficiency or non-conformance is not material in nature.

This RFP does not commit the City to enter into an Agreement or to proceed with the solicitation described herein. The City assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP, or any subsequent RFP. All such costs shall be borne solely by each Proposer.

In no event shall the City be bound by, or liable for, any obligations with respect to the contemplated Agreements until such time (if at all) as the Agreements, in form and substance satisfactory to the City, have been executed by the City and have become effective, and then, only to the extent set forth in the Agreements.

The remainder of this page is intentionally left blank.

SCOPE OF WORK

1. SCOPE OF SERVICES

The work to be performed under this solicitation shall consist of all items contained in this Request for Proposal, 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 this solicitation.

The City is requesting proposals for the following:

The Proposer will be required to supply the City with an adequate number of containers which include compactors, roll-offs, dumpsters, and 96 gallon totes at various locations around the City.

Proposer must have the License Agreement for Open Market Commercial Collection Services to qualify for this solicitation.

- a. Base Proposal: Single Family Residential Curb side Residential Solid Waste Collection; two (2) services per week minimum
- b. Base Proposal: Containerized Curb side Residential Solid Waste Collection; two (2) services per week minimum
- c. Base Proposal: Residential Curb side Recycling Collection; one (1) service per week
- d. Base Proposal: Residential Curb side Yard Waste Collection; one (1) service per week
- e. Base Proposal: Commercial Solid Waste and Recycling Collection; two (2) services per week
- f. Base Proposal: Roll-off

2. TERM OF CONTRACT

It is anticipated the term of this Contract will be for a five (5) year period 90 days after Council approval. The City may extend the contract for one (1) additional five (5) year extension.

The City reserves the right to extend the current contract to accommodate transitioning activities (if applicable) during the selected Proposer's mobilization and transition period.

3. UNIFORM/BADGING

Proposers employees assigned to this contract must wear a professional uniform with the company name permanently affixed to the uniform. Uniforms shall comply with all safety provisions from the Florida Department of transportation, OSHA, and the City.

4. PROPOSER REQUIREMENTS/RESPONSIBILITIES

- a. At the time of submittal, Proposer must be licensed to haul solid waste & recycling Services.
- b. Proposer will be responsible for the removal and disposal of the contents from each tote, compactor/dumpster/roll-off. Each tote compactor/dumpster/roll-off shall be emptied, returned to its original position and lid replaced (if applicable). Any contents of containers that has fallen to the ground around containers shall also be disposed of by Proposer.
- c. Proposer shall dispose solid waste containers in properly approved, legal dumping areas and in accordance with all applicable Federal, State laws, regulations, ordinances, resolutions and/or guidelines.

- d. Proposer shall be responsible for collecting recyclable materials including mixed office paper, cardboard, aluminium, and steel. Delivering such to a processing facility for sorting, processing and resale.
- e. At no time should Proposer suspend or cancel services at any site without prior notification to and approval from the Public Works Contract Administrator or designee.
- f. Proposer shall be solely responsible to provide and deliver containers and any additional collection equipment needed during the term of the Contract.
- g. Proposer shall not begin any work until the Public Works Director or designee has provided prior approval.
- h. The Proposer will be responsible for any damage to City or private property caused by the driver or its employee(s).
- i. The Proposer is required to comply with all Federal, OSHA, State, and Local laws especially as they relate to waste collection and disposal services.
- j. Provide a detailed transition plan in the approach to the work.

5. COLLECTION CONTAINERS/COMPACTORS

- a. The Proposer shall provide various sized containers commonly used in the industry that may include, but not limited to 96 gallon tote; roll-off containers; 4 and 8 cubic yard front loading containers; 20, 30 and 40 cubic yard open-top containers; 30 cubic yard compactors, other sized front-loading, rear-loading containers, and any additional collection equipment needed during the term of this agreement.
- b. Compactors: 1. Compactors shall be equipped with integrated wireless communication. 2. Compactors must be UL Listed. 3. Containers shall be uniform. 4. A minimum of one compactor must have the ability to top load in addition to the side loading compartment. 5. Compactors should be new or reconditioned to like-new. 6. A stationary 40 cubic yard (CY) compactor shall be required for recycling of cardboard.
- c. All containers/compactors shall be identified with the Proposer's name and telephone number, painted and kept in a presentable appearance and good condition during the contract period. Individual containers in multifamily communities such as town homes and condominiums shall have the unit address displayed on the container.
- d. Equipment shall be purchased from industry accepted manufacturers of garbage collection equipment.
- e. Garbage collection equipment shall be of industry standard collection vehicles for solid waste, bulk and recycling collection, and all equipment shall meet existing ANSI standards in construction, operation and maintenance.
- f. The Proposer shall have available, at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall substantially correspond, in size and capability, to the equipment used by the Proposer to perform the service required under this Agreement.
- g. The Proposer will be responsible for the removal and disposal of the contents from each container. Each container shall be emptied, returned to its original position and lid replaced (if applicable). Debris adjacent to the container or spilled by collectors shall be swept up and removed during the current pickup.
- h. The Proposer must ensure that all tote container/compactor doors, latches, covers, etc., function properly.

- i. All tote containers/compactors shall be weather and rodent proof, leak proof, outfitted with plugs if necessary, and maintained in clean conditions and in good repair, so as not to become a public health hazard or nuisance.
- j. Locks and/or containers with lock bars shall be provided at no charge upon the City’s request. Tarps/covers for roll-off containers shall be provided at no charge upon the City’s request.
- k. Any malfunctioning tote containers/compactors shall be repaired immediately or replaced immediately.
- l. Maintenance procedures and/or Proposer’s negligence or error shall be the responsibility of Proposer.
- m. Upon completion of each repair/maintenance/service activity under this Contract, the Proposer shall remove all remaining excess materials, waste, rubbish, and any other debris.
- n. Pursuant to Florida Statute 403 Environmental Control Section 22(a-e) the Proposer must address procedures, education, enforcement, remedies, and overall handling of recyclable material. This response can be included under Tab 4.

6. SERVICE LOCATIONS (See the link to service map below)

LOCATION	CONTAINER TYPE	SCHEDULED PICK-UPS
Single Family Residential Curb side Collection and Disposal	96 Gallon Tote	Two days per week (Minimum)

https://www.rivierabch.com/filestorage/24577/24756/25507/25517/25519/Garbage_SolidWaste_Collection_Schedule.pdf

7. SERVICE FREQUENCIES

Proposer shall establish a service schedule for each neighborhood and maintain said schedule as a requirement of this contract. The current schedules are available in the link above in Section 6. Proposer shall provide service maps similar to the current service maps outlined in the link above. If service days are amended from the current schedule, the Proposer at no expense to the City will mail new maps to all customers. Daily routes shall be completed exclusively and completely on the scheduled day. The Proposer may not begin a subsequent day’s route even if time permits.

8. RESPONSE TIME NON-EMERGENCY AND EMERGENCIES

Proposer shall respond to services requests and service inquiries from the City within four (4) hours after the request is made. For emergencies, the Proposer shall respond within 2 hours.

9. ON-SITE LOCATION

The Proposer shall provide a satellite office or location for the clientele being serviced by this contract.

10. EQUIPMENT AND VEHICLES

The Proposer shall have on hand at all times and in good working order, such equipment as shall permit the Proposer to adequately and efficiently perform the contractual duties specified in this agreement. Environmentally friendly vehicles are preferred.

11. RESIDENTIAL COLLECTION SERVICES

Twice per week minimum with collection at least forty-eight (48) hours between regularly scheduled pick up days.

12. SOLID WASTE SERVICES

The Proposer shall collect and dispose of all residential waste in the service area.

13. RECYCLING SERVICES

The Proposer shall provide residential and commercial recycling collection service in the service area.

14. CALCULATING RATES FOR SERVICES (See pricing sheets under Attachment B)

A. Compactors – Solid Waste:

1. Compactor rental fee shall include electronic monitoring fee.
2. The compactors servicing fee (haul rate) shall not include any franchise or disposal fees. The haul rate (per pull) shall include pickup, delivery, and all overhead and profit costs incurred by the hauler to provide the requested pull. The haul rate shall be itemized by date and by container.
3. Disposal fees shall be fixed as determined by the Solid Waste Authority.

B. Compactors – Corrugated Cardboard:

1. Compactor rental fee shall include electronic monitoring fee.
2. The compactors servicing fee (haul rate) shall not include any franchise or disposal fees. The haul rate (per pull) shall include pickup, delivery and all overhead and profit costs incurred by the hauler to provide the requested pull. The haul rate shall be itemized by date by container.

15. TRANSITION PLAN

The selected Proposer shall prepare and implement a Transition Plan that addresses all activities to ensure a seamless start and end of management services. The Transition Period begins when the agreement(s) are executed and extends 6 months after the service start date.

The exact start date will be determined by the City upon the execution of the agreement(s). The selected Proposer shall provide strategies for providing a smooth transition to the management services for which they submit a proposal, including processes for quickly rectifying any problems that may arise during Transition Period. These strategies will be considered a part of the evaluation package.

The Proposer awarded a contract will be required to participate in a City-led joint Transition Team that will include all Contractors, City staff and other transition staff, as designated by the City. Transition Team meetings will occur frequently (potentially weekly), and attendance is mandatory. Meetings of the Transition Team will begin within one (1) week after all agreement(s) are executed and continue as long as the City deems necessary.

SUBMISSION INSTRUCTIONS AND REQUIREMENTS

1. This solicitation document, which includes the scope of services shall be available for download on and may be obtained by visiting the City's website at www.rivierabch.com. The link to the City's solicitation portal; <https://network.demandstar.com/agencies/florida/city-of-riviera-beach/procurement-opportunities/ac495a12-6345-4238-86a0-6d5091f55c45/>. *Any uncertainty regarding the time a Proposal is received shall be resolved against the Proposer. Submittals sent by facsimile or email will not be accepted.*

2. Refer all questions, comments, and inquiries to the Procurement Department, point of contact, Althea Pemsel, MS, CPSM, Director of Procurement via E-Mail: apemsel@rivierabeach.org **Submit one (1) original and six (6) hard copies and (2) digital copies on USB drives.**

Sealed proposals shall be submitted by 3:00 PM, Friday, May 7, 2021. When submitting a proposal to this RFP in person, visitors to City Hall must allow time for security measures. Visitors to City Hall will be required to enter through the main door of the building. The public will pass through a metal detector and x-ray machine located in the lobby. All packages, purses and carried items will be scanned during regular business hours of 8:00 AM to 5:00 PM. Sealed responses to this RFP should be clearly marked on the front of the package to read as follows:

Office of the City Clerk
City of Riviera Beach
600 West Blue Heron Boulevard, Suite #140
Riviera Beach, FL 33404
RFP Opening: Friday, May 7, 2021 at 3:00pm.

RFP: 1011-21-2 SOLID WASTE COLLECTION AND DISPOSAL SERVICES

3. All copies of the Proposer's submittal shall be on 8½" x 11" plain white paper, typed, with tabs separating each section. Proposals must be signed by the duly authorized official(s). Limit proposals to 60 pages excluding standard forms and attachments. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and representatives must disclose their identity and provide a signed receipt for the proposal. Otherwise, RFPs once opened, become the property of the City and will not be returned to the Proposers.
4. Proposer's submittal shall include the following items in the following sequence:

TITLE PAGE:

TABLE OF CONTENTS: A table of contents including page references

TAB 1: COVER/TRANSMITTAL LETTER

Provide a cover letter, signed by an authorized representative of the Proposer including the information detailed below:

- a. Identification
 - i. Identify the Proposer's principal(s), including title, mailing address, phone number, and email address; and
 - ii. Identify the project for which the firm is submitting

TAB 2: COMPANY OVERVIEW/QUALIFICATIONS AND EXPERIENCE OF FIRM

- b. Proposer's Contact
 - i. Identify size of firm including management and key personnel who will be involved in decision making and the representative duly authorized to sign on behalf of the Proposer.
 - ii. Identify the Proposer's Representative. This will be the ONLY person to receive communication from the City regarding this RFP;
 - iii. Physical and mailing address; website; and primary telephone
 - iv. Number of years in business
 - v. Document whether or not your company is a Minority or Woman owned Business
 - vi. An executive summary, outlining a brief history of your firm including years of experience with projects of similar scope and other pertinent information to demonstrate proposer capacity to perform the work identified in RFP scope of work. Licenses, resumes, and other pertinent information shall be submitted.
 - vii. Past projects – utilizing a matrix format (column and rows), list at least five municipalities that demonstrate Proposer's experience and capacity to perform the scope of services identified as required in the RFP. At a minimum, include project location, community demographics, client name, date started and completed, and required vs actual MBE participation achieved.

TAB 3: ORGANIZATIONAL PROFILE - EXPERIENCE AND QUALIFICATIONS OF THE PROJECT TEAM

- a. Project Team
 - i. An organizational chart indicating the roles and responsibilities for the key personnel, including sub-contractors, proposed for the services; and
 - ii. For each individual, please provide a brief resume containing years of service with the firm, education, licenses, and a brief description of completed projects similar to that contemplated herein and any other pertinent information shall be included for each team member.
 - iii. Provide a matrix format of at least three municipalities and other private sector projects.

TAB 4: APPROACH TO SCOPE OF WORK

The proposed firm's overall understanding of the scope of services, and an overview of proposed vision and ideas, methodology, transition plan, community outreach, and software.

- i. How the Proposer intends to approach/provide the services and address concerns and inquiries which typically arise when providing solid waste services
- ii. Explain the vision and ideas and community outreach
- iii. Describe your methodology
- iv. Describe the software and how it will benefit the City
- v. Explain your transition plan in detail and attach

TAB 5: REFERENCES

A minimum of three (3) references are required from the primary Proposer and the sub-contractors. (Should be for projects locations with similar scope as indicated in this RFP.) Information should include: Client Name, address, contact person phone number and e-mail, description of work.

TAB 6: SMALL/MINORITY/WOMEN (S/M/WBE) PARTICIPATION

If your firm is a certified minority business enterprise, please submit your certification from local, county, or state certifying agency. Include the Attachment A Forms 1-4.

TAB 7: LOCAL VENDOR PREFERENCE

Under the City’s Procurement Code, the City has a preference for local businesses. A local business, for the purposes of the application of the local vendor preference, means a bidder which has a permanent, physical place of business within the city limits, and a valid business tax receipt and certificate of occupancy applicable to the required goods, services, or construction items being procured.

TAB 8: FEE/PRICE SCHEDULE

Use the contract price sheet. Include a statement regarding your organization’s living wage policy. Attach the bid bond and evidence of insurance and bonding capacity.

TAB 9: STANDARD FORMS AND REQUIRED FORMS TO BE ATTACHED

- a. Proposer’s Certification
- b. Addendum Page
- c. Drug Free Workplace
- d. Public Entity Crimes Statement
- e. Proposer’s Disclosure Affidavit

Include Items f-i Under Tab 6

- f. Schedule 1 – Participation for Small Business Enterprises
- g. Schedule 2 – Letter of Intent to Perform as a Small Business Sub-Contractors
- h. Schedule 3- Local Business Participation
- i. Schedule 4- Letter of Intent to Perform as a Local Business

Include Item j-k under Tab 8

- j. Fee/Price Schedule
- k. Bid Bond and Evidence of Insurance and Bonding Capacity

ADDENDUM TO RFP

No negotiations, decisions, or actions in connection with this solicitation request shall be initiated or relied upon by a Proposer as a result of any oral discussions with a City employee, agent, officer, or consultant. Only those communications regarding this RFP which are in writing from the City Procurement Department will be considered as a duly authorized expression on behalf of the City. Written responses of the City to a Proposer’s questions will be forwarded by the City to all Proposers.

Only written communications from Proposers which are signed by persons who are authorized to contractually bind the Proposers will be recognized by the City as duly authorized expressions on behalf of the Proposers. Any questions arising from this RFP must be submitted via email to the contact email address of Althea Pemsel, Director of Procurement as provided under the section entitled “Submission Instructions and Requirements”. In order for technical questions to be answered in a timely manner, they must be received no later than **March 30, 2021 at 5:00p.m.**, Eastern Standard Time.

EVALUATION METHOD AND CRITERIA

The Evaluation Committee will convene for a public meeting to evaluate and shortlist the most advantageous proposals, and make a recommendation to the City Council. Each Proposal will be evaluated individually and in the context of all other proposals.

Evaluation Method:

1. There will be a two-step evaluation process. The first step will determine if the proposal is either responsive or non-responsive to the RFP. The City may reject proposals determined to be non-responsive. Subsequent to the responsiveness review, the Evaluation Committee will review and evaluate all responsive proposals as outlined herein.
2. All responsive proposals will be evaluated and scored based on the written Evaluation Criteria, which will be the basis for short-listing the firms.
3. The top three shortlisted Proposers will present to the City Council for final ranking(s). As part of this process, the proposers may make oral presentations to the City Council.
4. The City reserves the right to negotiate any element of the proposals deemed in the best interest of the City. It is the City's intent to select one qualified Proposer.
5. The Proposer's Disclosure Affidavit shall be taken into consideration as part of the evaluation process.

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Evaluation Criteria:

Evaluation Criteria	Phase I	Points															
Qualifications and Experience of Firm Include years of experience, licenses, and experience with projects of similar scope, and other pertinent information to demonstrate proposer has capacity necessary to perform the work as required.		25															
Organizational Profile - Experience and Qualifications of the Project Team Include personnel assigned to City project, and sub-contractors. Demonstrate experience via resumes, licenses, and references. Provide a matrix of municipal and private sector projects.		20															
Approach to Scope of Work Overview of proposed vision and ideas, methodology, transition plan, community outreach, and software.		25															
References References for projects similar to those contained in this solicitation, from the prime and sub-contractors.		10															
Equipment Provide a list of environmentally friendly vehicles to be used in the City of Riviera Beach		10															
Principal Office for Primary Proposer <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"><u>Location Within:</u></td> <td style="width: 30%;"><u>Possible Points:</u></td> <td></td> </tr> <tr> <td>Riviera Beach</td> <td>15</td> <td></td> </tr> <tr> <td>Palm Beach County</td> <td>10</td> <td></td> </tr> <tr> <td>Florida</td> <td>05</td> <td></td> </tr> <tr> <td>Florida</td> <td>02</td> <td></td> </tr> </table>	<u>Location Within:</u>	<u>Possible Points:</u>		Riviera Beach	15		Palm Beach County	10		Florida	05		Florida	02			15
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SBE OR M/WBE Owned <u>Possible Points</u> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Meet or Exceeds</td> <td style="width: 30%;">15</td> <td></td> </tr> <tr> <td>15% participation</td> <td>10</td> <td></td> </tr> <tr> <td>< 15% participation</td> <td>05</td> <td></td> </tr> </table>	Meet or Exceeds	15		15% participation	10		< 15% participation	05			15						
Meet or Exceeds	15																
15% participation	10																
< 15% participation	05																
Fee/Price Schedule Submit firm's detail budget/fee schedule of services		20															
Total Possible Points		140															
Oral Presentation to City Council	Phase II	As Ranked															

INSURANCE

The successful firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: (Proof of insurability should be provided under Tab 8)

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Commercial and General	\$1,000,000 per occurrence
Contractual, insurance broad form property, Independent contractor, personal injury)	\$1,000,000 per occurrence
Automobile (owned, non-owned, & hired)	\$3,000,000 annual aggregate
	\$1,000,000 single limits
Worker's Compensation, as applicable	\$1,000,000 per accident
\$1,000,000 disease each employee	
\$1,000,000 disease policy limit	
Professional Liability Insurance	\$1,000,000 per occurrence
Pollution Insurance	\$1,000,000 per occurrence

The successful proposer must maintain in full force and effect, during the life of this engagement. Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

The policies shall name the City as an additional insured, and proof of such coverage shall be furnished to the City by way of an endorsement to same or a certificate of insurance no later than ten (10) days prior to the provision of services under the awarded contract, and upon renewal of each policy each year the awarded contract remains in effect and for a period of one (1) year after the termination of the contract.

All such insurance must be with an insurance carrier approved and authorized to do business in the state of Florida, and who must have a rating of no less than A VII by A.M. BEST RATING, or as mutually agreed upon by the City and the successful Proposer. All such insurance policies may not be modified or terminated without the express written authorization of the City. The insurance requirements set forth herein may be modified by the City in its sole discretion in competitive negotiations.

Misrepresentation of any material fact, whether intentional or not, regarding the proposers insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any resulting. Evidence of ability to obtain appropriate insurance coverage shall be provided in each response. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Riviera Beach
Attn: Risk Manager
1481 West 15th Street
Riviera Beach, FL 33404
Email: risk@rivierabeach.org

Bid and Performance and Payment Bonds:

Each Proposal must be accompanied by a proposal guaranty in the amount of 5% of the first year's contract value or \$300,000, whichever is less, payable to the City of Riviera Beach. Should the successful Proposer fail to furnish a Performance Bond, the proposal guaranty shall be forfeit. Proposal security shall be a bond provided by a surety company authorized to do business in Florida, cash, cashiers or official bank check. Proposer shall provide the City

with a Performance and Payment Bond in the amount equal to 100% of the first-year contract value, whichever is greater, within ten (10) calendar days of a written Notice of Intent to Award by City.

Once activated, the Performance and Payment Bonds shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. The Proposer shall provide an annually-renewed Bond. Bonds shall be executed by the Proposer and surety company authorized to do business in the State of Florida with an A.M. Best rating of "A-" (Excellent) or better, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers.

If the value of the contracted work increases, the Proposer shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value. A letter from your bonding company that verifies you can comply with this requirement and the maximum amount of bonding capacity in which your firm can be bonded must be included with your proposal.

GENERAL CONDITIONS

Proposer's Responsibility

Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as necessary, to ascertain all conditions and requirements affecting the full performance of the contract.

Costs Incurred by Proposers

All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

Relationship to City

It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is an independent contractor, and that neither the Proposer, not the Proposer's employees, agents, partners, joint venturers, and/or contractors, shall, under any circumstances, be considered employees or agents of the City. Proposers must disclose any professional financial and familial relationships with any person's employee directly or contractually by the City.

Public Entity Crimes

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 goods or services to a public entity; submit a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submit proposals on leases of real property to a public entity;
- Be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and
- Transact business with any public entity in excess of the threshold amount provided in Section 287.017, FS, for Category Two (currently \$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

Scrutinized Companies

Section 287.135, Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into, or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to Section 215.473, Florida Statutes.

Florida Public Records Law

In accordance with Chapter 119, Florida Statutes, and, except as may be provided by Chapter 119, Florida Statutes, and other applicable State and Federal Laws, all Proposers should be aware that the RFP and the responses thereto are in the public domain and are available for public inspection and copying. If the Proposer is asserting that certain information in its Proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Proposer is required to do the following:

- (1) Identify, with specificity, the information which the Proposer asserts is confidential and/or proprietary and/or exempt from public disclosure;
- (2) Place such information (including any applicable electronic media on which such information is contained in a sealed envelope that is separate from the Proposer's other Proposal documents;
- (3) Clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows" 'EXEMPT FROM PUBLIC DISCLOSURE" with Proposer's name and the RFP number marked on the outside; and,
- (4) Specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure – such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations.

The envelope that contains the Proposer's confidential/proprietary/exempt information must be submitted with the Proposer's other Proposal documents. Proposer is advised that failure to follow the aforementioned instructions may result in Proposer's alleged confidential/proprietary/exempt information being disclosed to the public. All submittals received in response to this RFP will become the property of the City of Riviera Beach and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in your proposal as exempt from public disclosure, Proposer agrees to defend the City of Riviera Beach (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Proposer's designation of materials as exempt from public disclosure and to hold harmless the City of Riviera Beach (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as exempt from public disclosure.

Non-Collusion Statement

By signing its Bid, the bidder certifies that its Bid is made independently and free from collusion. Bidder shall disclose below, to their best knowledge, any Riviera Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Riviera Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this proposer. Failure of a bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code. Proposer, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Florida Department of State, Division of Corporations.

Local Vendor Preference

Under the City's Procurement Code, the City has a preference for local businesses. A local business, for the purposes of the application of the local vendor preference, means a bidder which has a permanent, physical place of business within the city limits, and a valid business tax receipt and certificate of occupancy applicable to the required goods,

services, or construction items being procured. Post office boxes or locations at a postal service center are not verifiable and shall not be used for the purpose of establishing said physical address. If the business is a joint venture/partnership, it is sufficient for qualification as a local business if at least one party of the joint venture/partnership meets the test set forth in this section. The bidder shall have the burden of demonstrating that it meets this definition. Permanent physical location must be established for a minimum of twelve (12) months prior to the published date of this solicitation.

The application of the local vendor preference shall not change the actual cost proposal. Further, in no event will it cause the city to pay more than \$25,000.00 above the amount proposed by the non-local vendor which would have been recommended for award if the local vendor preference had not been applied.

Rights to Investigate and Audit: Office of the Inspector General

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The Proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the bidder or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of any contract entered into with the bidder as justification for termination.

The City anticipates executing an Agreement with the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the City, as determined and approved by the City Council.

No work shall commence until the City signs the Franchise Agreement documents, which shall not be binding until approved by the City Council, and the Proposer provides the necessary evidence of insurance and bonds as required in the solicitation and Agreement.

The remainder of this page was left blank intentionally.

STANDARD FORMS ATTACHMENT A

In addition to the proposal, the forms listed below and required forms are to be completed and submitted with your proposal. See page 13 for exact details.

- a. Proposer’s Certification
- b. Addendum Page
- c. Drug Free Workplace
- d. Public Entity Crimes Statement
- e. Proposer’s Disclosure Affidavit

Include Items f-i Under Tab 6

- f. Schedule 1 – Participation for Small Business Enterprises
- g. Schedule 2 – Letter of Intent to Perform as a Small Business Sub-Contractors
- h. Schedule 3- Local Business Participation
- i. Schedule 4- Letter of Intent to Perform as a Local Business

Include Item j-k under Tab 8

- j. Fee/Price Schedule
- k. Bid Bond and Evidence of Insurance and Bonding Capacity

NOTE: Please ensure that all of these documents are completed and submitted with your response in accordance. Failure to do so may result in your response not being considered responsive.

SIGNATURE of AUTHORIZED REPRESENTATIVE

This signature page must be completed and included with the submittal.

By signing below, the undersigned acknowledges they are an expressly authorized agent of the Company/firm listed below.

Date: _____

Full Legal Name of Company: _____

Signature: _____

Printed Name: _____

Title: _____



ATTACHMENT A STANDARD FORMS

PROPOSER'S CERTIFICATION

I have carefully examined the solicitation, Instructions, General and/or Special Conditions, Specifications, Proposal and any other documents accompanying or made a part of this solicitation.

I hereby propose to furnish the goods or services specified in the solicitation at the prices or rates quoted in my response. I agree that my response will remain firm for a period of up to one hundred and twenty (120) days in order to allow the City adequate time to evaluate the proposals. Furthermore, I agree to abide by all conditions of the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the CITY OF RIVIERA BEACH or of any other bidder interested in said solicitation; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

E-MAIL ADDRESS

BY: _____

SIGNATURE OF AUTHORIZED OFFICER

Sworn to and subscribed before me this _____
day of _____, 2021.

PRINTED NAME AND TITLE

SIGNATURE OF NOTARY

MAILING ADDRESS

MY COMMISSION EXPIRES: _____

CITY, STATE, ZIP CODE

PERSONALLY KNOWN: _____

TELEPHONE NUMBER

OR PRODUCED IDENTIFICATION: _____



ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the solicitation (indicate number and date of each Addendum):

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

COMPANY

SIGNATURE

TITLE

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

THIS CERTIFICATION is submitted by _____ the
(INDIVIDUAL'S NAME)

_____ of _____
(TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE

DATE



CITY OF RIVIERA BEACH
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or 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 [F.S.] for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

ACKNOWLEDGED BY:

FIRM NAME

SIGNATURE

NAME & TITLE (PRINT OR TYPE)

SCHEDULE 1

PARTICIPATION FOR SBE CONTRACTORS/PROPOSERS

RFP TITLE: _____

RFP NUMBER: _____

NAME OF PRIME PROPOSER: _____

OPENING DATE: _____

CONTACT PERSON: _____ TELEPHONE NO. _____ DEPARTMENT: _____

CONTRACT AMOUNT – SBE

<u>NAME, ADDRESS & TELEPHONE OF SBE CONTRACTOR</u>	<u>TYPE & DESCRIPTION OF WORK TO BE PERFORMED</u>	<u>CERTIFICATION PALM BEACH COUNTY (PBC)</u>	<u>NUMBER OTHER</u>
1. _____ _____ _____	_____	PBC _____	STATE _____ OTHER _____
2. _____ _____ _____	_____	PBC _____	STATE _____ OTHER _____
3. _____ _____ _____	_____	PBC _____	STATE _____ OTHER _____
4. _____ _____ _____	_____	PBC _____	STATE _____ OTHER _____
5. _____ _____ _____	_____	PBC _____	STATE _____ OTHER _____

TO BE COMPLETED BY PRIME PROPOSER:

RFP PRICE: \$ _____ TOTAL % PARTICIPATION: _____

SCHEDULE 2

RFP NUMBER: _____

LIAISON: _____

LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS ENTERPRISE

TO: _____

(NAME OF PRIME PROPOSER)

The undersigned intends to perform work in connection with the above RFP as (Check one):

_____ **a individual** _____ **a corporation** _____ **a partnership** _____ **a joint venture**

_____ The undersigned is certified as a SBE.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

as the following price: \$ _____
(Amount must match subcontractor's quote)

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>	<u>Items</u>
---	---	---------------------

_____ % of the dollar value of the subcontract will be sublet and/or awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

(NAME OF SMALL BUSINESS ENTERPRISE CONTRACTOR)

DATE: _____

BY: _____
(SIGNATURE OF SMALL BUSINESS ENTERPRISE CONTRACTOR)

SCHEDULE 3

**PARTICIPATION FOR LOCAL BUSINESSES AS SUB-CONTRACTOR AT LEAST 15%-
DESIRED GOAL -25%**

RFP TITLE: _____ **RFP NUMBER:** _____

NAME OF PRIME PROPOSER: _____ **RFP OPENING DATE:** _____

CONTACT PERSON: _____ TELEPHONE NO. _____ DEPARTMENT: _____

CONTRACT AMOUNT – LOCAL BUSINESSES

NAME, ADDRESS & TELEPHONE	TYPE & DESCRIPTION OF	% TO BE PERFORMED	ESTIMATED
<u>NUMBER OF LOCAL CONTRACTOR</u>	<u>WORK TO BE PERFORMED</u>	<u>BY LOCAL BUSINESS</u>	<u>DOLLAR VALUE</u>
1. _____ _____ _____	_____ _____ _____	% _____	\$ _____
2. _____ _____ _____	_____ _____ _____	% _____	\$ _____
3. _____ _____ _____	_____ _____ _____	% _____	\$ _____
4. _____ _____ _____	_____ _____ _____	% _____	\$ _____
5. _____ _____ _____	_____ _____ _____	% _____	\$ _____

TO BE COMPLETED BY PRIME PROPOSER:

RFP PRICE: \$ _____ TOTAL % PARTICIPATION: _____

SCHEDULE 4

RFP NUMBER: _____

LIAISON: _____

LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS

TO: _____
(NAME OF PRIME PROPOSER)

The undersigned intends to perform work in connection with the above BID as (Check one):

_____ **a individual** _____ **a corporation** _____ **a partnership** _____ **a joint venture**

_____ The undersigned is a qualified Local Business.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

as the following price: \$ _____.
(Amount must match subcontractor's quote)

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

<u>Items</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>

_____ % of the dollar value of the subcontract will be sublet and/or awarded to local contractors and/or local suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

(NAME OF LOCAL CONTRACTOR)

DATE: _____

BY: _____
(SIGNATURE OF LOCAL CONTRACTOR)



ATTACHMENT B FEE/PRICE SCHEDULE

**FEE/PRICE SCHEDULE
FORM NO. 1**

**SINGLE-FAMILY RESIDENTIAL CURBSIDE COLLECTION &
DISPOSAL SERVICES**

The following fee/price form is for Single-Family Residential Curbside Collection and Disposal Services. The total monthly service rate proposed on this form shall be fixed through the initial contract period, one year after the effective date and shall reflect service requirements as specified in the Agreement. The rate shall include:

- (1) Solid Waste Collection (automated cart(s), 2x week);
- (2) Recycling Collection (automated cart(s), single-stream, 1x week);
- (3) Bulk Waste Collection (4 times per year at quarterly intervals);
- (4) Disposal; and
- (5) Maintenance and replacement of Solid Waste Carts and Recycling Carts as needed.

FEE/PRICE FORM 1 - RESIDENTIAL CURBSIDE COLLECTION & DISPOSAL SERVICES	
TOTAL MONTHLY SERVICE RATE (Numbers 1-5)	\$ /Unit/Mo

VACANT LOT/ILLEGAL DUMPING COST AFTER 5,000 YARDS PER SECTION 25 of the CONTRACT	
COST PER CUBIT YARD	\$ /Cubic Yard

**FEE/PRICE SCHEDULE
FORM NO. 2**

**CONTAINERIZED RESIDENTIAL
COLLECTION & DISPOSAL SERVICES**

The following fee/price schedule is for Residential Containerized Collection and Disposal Services. The total monthly service rate proposed on this form shall be fixed through September 30, 2022 and shall reflect service requirements as specified in the Agreement. The rate shall include:

- (1) Solid Waste a minimum of 2 times per week, Recycling 1 time per week, and Bulk Waste Collection 4 times per year at quarterly intervals;
- (2) Yard Waste Non-compacted Disposal 1 time per week; and
- (3) Non-compacted Container Rental and Maintenance.

FEE/PRICE FORM 2 (A) - RESIDENTIAL CONTAINERIZED COLLECTION AND DISPOSAL SERVICES	
TOTAL PER CUBIC YARD SERVICE RATE (Numbers. 1 - 3)	\$ /Cubic Yard

The rates for Additional Services shall be as listed below. These rates will not be used to evaluate the proposals as described Evaluation Process. These rates will be subject to adjustment in the final agreement.

FEE/PRICE 2 (B) - ADDITIONAL SERVICES	
1. Roll-off Solid Waste, Bulk Waste, and Recyclables Collection Service	\$ /Pull
2. Non-compacted Roll-off Rental and Maintenance	\$ /Cubic Yard
3. Non-compacted Disposal Rate	\$ /Cubic Yard
4. Compacted Container Rental and Maintenance	\$ /Cubic Yard
5. Compacted Roll-off Rental and Maintenance	\$ /Cubic Yard
6. Compacted Disposal Rate	\$ /Cubic Yard

**FEE/PRICE SCHEDULE
FORM NO. 3**

COMMERCIAL SERVICES

The following fee/price schedule is for Commercial Solid Waste Collection and Disposal Services. All service rates proposed on this form shall be fixed through September 30, 2022 and shall reflect service requirements as specified in the Agreement. The rate shall include:

- (1) Solid Waste Collection Service (containerized, minimum of 2x week);
- (2) Recycling Collection (automated cart(s), single-stream, 2x week);
- (3) Yard Waste Non-compacted Disposal; and
- (4) Non-compacted Container Rental and Maintenance.

FEE/PRICE FORM 3 (A) - COMMERCIAL SERVICES	
TOTAL PER CUBIC YARD SERVICE RATE (Numbers 1 - 3)	\$ /Cubic Yard

The rates for Additional Services shall be as listed below. These rates will not be used to evaluate the proposals as Described Evaluation Process. These rates will be subject to adjustment in the final agreement.

FEE/PRICE FORM 3 (B) - ADDITIONAL SERVICES	
1. Roll-off Solid Waste Collection Service	\$ /Pull
2. Non-compacted Roll-off Rental and Maintenance	\$ /Cubic Yard
3. Non-compacted Disposal Rate	\$ /Cubic Yard
4. Compacted Container Rental and Maintenance	\$ /Cubic Yard
5. Compacted Roll-off Rental and Maintenance	\$ /Cubic Yard
6. Compacted Disposal Rate	\$ /Cubic Yard

**SPECIAL COLLECTION SERVICES
RATES DETERMINED BY THE CITY**

(NOT TO BE ADJUSTED DURING TERM OF AGREEMENT)

Rolling Out Container (and returning it to original location)	No Charge
Opening (and closing) Doors or Gates	No Charge
Locks	\$ (one time) Charge for Replacements based on cost +10%
Unlocking and Locking	\$
Supplying (and retrofitting) locking mechanism	\$
Adding wheels to or changing wheels	No Charge
Adding lids to or changing lids	No Charge
Moving Container or Roll-off Location Per Customer Request	No Charge
Changing Out Container Sizes (above twice per year)	\$
Additional Unscheduled Solid Waste Pick-Ups for Commercial Service Units and Residential Containerized Service Units	2 x (Applicable 1X Week Solid Waste Collection Cost) + Regular Disposal Charges
Return Roll-off To Same Spot or Round Trip for Roll-off.	No Charge
Return Container or Roll-off After Service Was Stopped	\$
Residential Off-Street Collection Service (excluding disabled customers)	Negotiable
Collection of Unbundled (Loose) Yard Waste for Residential Service Units	\$ Per Cubic Yard
Additional Bulk Waste Collection for Residential Service Units	\$ per Cubic Yard



ATTACHMENT C
PROPOSER'S
DISCLOSURE AFFIDAVIT

PROPOSER'S DISCLOSURE AFFIDAVIT

1. Please describe the general development of the Proposer's business during the past ten (10) years, or such shorter period of time that the Proposers has been in business.

2. Are there any lawsuits, administrative actions or litigation to which Proposer is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct? If the answer to this question is "NO", then please proceed to question number 4. **YES NO**

3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved. **YES NO**

4. Has the Proposer been charged with a criminal offense within the last ten (10) years?

YES NO

5. Has the Proposer received any citations or notices of violation from any government agency in connection with any of Proposer's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Proposer received. **YES NO**

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Proposer. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

(a) Whether Proposer, or sub-contractor currently or previously associated with Proposer, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors?

YES NO

(b) Whether Proposer was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Proposer from engaging in any type of business practice?

YES NO

(c) Whether Proposer was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Proposer which directly arose from activities conducted by Proposer.

YES NO

7. Has any employee, agent or representative of Proposer who is or will be directly involved in the project, in the last ten (10) years:

(a) Directly or indirectly, had a business relationship with the City? **YES NO**

(b) Directly or indirectly, received revenues from the City? **YES NO**

(c) Directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City? **YES NO**

(d) Directly or indirectly, been involved in litigation against the City? **YES NO**

8. Whether any employee, agent, or representative of Proposer who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee?

YES NO

9. Whether Proposer has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City?

YES NO

10. Whether Proposer, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years?

YES NO

11. Has the Proposer or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government?

YES NO

12. Has the Proposer, member of Proposer's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

YES NO

13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below *[Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]*:

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Riviera Beach. Familial relationships shall include spouse, domestic partner, mother, father, sister, brother, and children of an official or employee.

YES NO

(b) Financial relationships: Proposer must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Proposer or the Proposer's family members. Please describe:

YES NO



ATTACHMENT D DRAFT CONTRACT

Note: The draft contract is attached as a separate file on the City's Website under DemandStar