

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL



RFP #23-04-28-PS

SOLID WASTE COLLECTION AND DISPOSAL SERVICES

City of Crestview Public Service Department

Prepared by Michael Criddle, Public Services Director

Release Date: March 17, 2023

Proposal Due Date and Time:

April 28, 2023 at 2:00 P.M.

City of Crestview, Florida

City Hall

198 North Wilson Street

Crestview, FL 32536

(850) 682-1560

cityclerk@cityofcrestview.org

www.cityofcrestview.org

Legal Notice to Proposers

RFP #23-04-28-PS SOLID WASTE COLLECTION AND DISPOSAL SERVICES

Notice is hereby given that the City of Crestview is soliciting proposals for Solid Waste Collection and Disposal Services. Proposals will be accepted in the City Clerk's Office, Crestview City Hall, 198 North Wilson Street, Crestview, Florida 32536 at **2:00 P.M. on April 28, 2023**, which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the Proposer unopened. All proposals will be evaluated to ensure they contain all required forms to deem the Proposer responsive or non-responsive. **Proposals will be opened, and Proposer's Names will be read aloud at 2:00 P.M. in the council chambers located in City Hall, 198 North Wilson Street, Crestview, Florida, 32536.**

There will be a Non-Mandatory Pre-Proposal Meeting for the project at 10:00 A.M. (Central time) on March 28, 2023, at City Hall, Council Chambers, 198 North Wilson Street, Crestview, Florida 32536. All attendees of the Pre-Proposal Meeting shall sign in. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly. **Proposers are encouraged to attend the Non-Mandatory Pre-Proposal Meeting and are urged to obtain RFP documents and familiarize themselves with the documents prior to the meeting.**

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Crestview, Florida, in an amount equal to \$500,000.00 shall be submitted with each submission.

DESCRIPTION: *The City of Crestview is soliciting sealed Proposals to perform Citywide services for the Collection and Disposal of Solid Waste, Yard Waste and Recyclable Materials.*

All Requests for Proposals are solicited and will be evaluated on the criteria outlined in the RFP. An evaluation committee comprised of the Financial Management Analyst, Planning Administrator, City Engineer, city resident, City Councilmember, Deputy Director of Public Services, and Public Information Manager. Copies of the Proposal documents, requirements, scope of service, and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Crestview website at www.cityofcrestview.org. All questions shall be directed **in writing** to the City Clerk, Maryanne Schrader, cityclerk@cityofcrestview.org, reference **"Questions on RFP #23-04-28-PS Solid Waste Collection and Disposal Services"** in the subject line. The last day for questions will be **April 10, 2023, at 5:00 P.M.**

All Proposers are required to complete and submit a Conflict-of-Interest Disclosure Form, Public Entity Crime Form, Drug-Free Workplace Certification, as well as insurance documents as required by the RFP.

No proposals received after the time and date specified for the opening will be considered. The City of Crestview, Florida, reserves the right to reject any and all proposals and to waive any and all non-substantial irregularity in Proposals received whenever such waiver or rejection is in the best interest of the City.

Proposals shall be **submitted to the City Clerk's office** with eight (8) original hard copies of the entire submittal package and eight (8) electronic copies on a standard portable storage device. Submittals will be limited to 50 pages. These submittals will be addressed to: City Clerk, City of Crestview, 198 North Wilson Street, Crestview, Florida, 32536, in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"RFP #23-04-28-PSSolid Waste Collection and Disposal Services"**.

Legal Ad - One Time – **March 21, 2023**

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SECTION 1 – PURPOSE AND OVERVIEW

The City of Crestview is approximately 13 square miles. This RFP is to provide for the collection of refuse from residential and commercial customers within the City of Crestview, Florida, municipal boundary. As of October 2022, the City provided services to approximately 9,950 residential accounts, 563 commercial hand pick-up accounts, and 826 commercial dumpster accounts. During calendar year 2022, the City of Crestview disposed of 13,256 tons of garbage debris, 5068 tons of yard waste, and 442 tons of recycling.

The City of Crestview is requesting proposals for an initial five (5) year contract term commencing on October 1, 2023, and terminating on September 30, 2028, with the option of one- 5-year renewal term. The time between bid opening and October 1, 2023, is intended to provide the Contractor with sufficient time to implement a Transition Plan, provide for an orderly, coordinated change of service providers, notice customers of any change in service or schedule, obtain all necessary resources and prepare efficient collection routes. The Contractor shall be responsible for the provision of all collection services beginning October 1, 2023. The contract is for collection, as outlined below. The Proposer pays all tipping fees. The Public Services Director or designee will perform monitoring of service.

The RFP includes three alternate options for the City's consideration. Upon review of the proposals, the City may elect to award only the base proposal (current level of service) or may choose one of the alternatives. The base proposal is for two times per week residential and commercial hand pick-up services, two times per week recycling, and one time per week yard waste. Commercial dumpsters by business need.

Proposal Alternates

#1 Provides the option of two times per week residential and commercial hand pick-up services, one time per week no container yard waste, and one time per week recycling 96-gallon cans. Commercial dumpsters by business need.

#2 provides the option of one time per week residential and commercial automated pick-up services, one time per week yard waste 95-gallon cans, and one time per week recycling 96-gallon cans. Commercial dumpsters by business need.

#3 provides the option of two times per week residential, one time per week yard waste, one time per week recycling 95-gallon cans, no commercial services.

In all proposals, the Proposer will provide the new receptacles the first year.

The Proposer may provide additional alternatives but will be considered nonresponsive if they do not provide the above alternatives.

It is the intent and purpose of the City of Crestview (City) that this Request for Proposal promote competitive selection. It shall be the Proposer's responsibility to advise the City Clerk if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. With respect to any protest of the terms, conditions, and specifications contained in this RFP, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest and bid protest bond shall be filed within 3 days after the date the notice of protest is filed.

SECTION 2 – INSTRUCTIONS TO PROPOSERS

Firms or companies (Proposer) desiring to provide services, as described herein, shall submit sealed proposals, including eight (8) original hard copies and Eight(8) electronic copies on a standard portable storage device of the entire submittal package in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution March 17, 2023
Non-Mandatory Pre-Proposal Conference: March 28, 2023, at 10:00 A.M.
Deadline for Questions: April 10, 2023, by 5:00 P.M.
Proposals Due:April 28, 2023, by 2:30 P.M.
Evaluation Period:April 28– May 3, 2023
Evaluation Committee Meeting..... To Be Determined
Shortlisted Firms Presentations/Discussions in person (**Required**) To Be Determined
City Council Meeting for Approval of Recommendation of Award May 8, 2023

Proposals must be delivered in a sealed envelope/package and delivered to:

City of Crestview City Clerk’s Office
Attn: City Clerk
198 North Wilson Street
Crestview, FL, 32536

Sealed Proposals must be delivered **no later** than the date and time listed in the Timeline above. All times referenced are local time.

Proposals shall be sealed, and Proposers **must** indicate on the outside of their proposal the following:

- a) Request for Proposal (RFP) Number and Title
- b) Date of Opening
- c) Name of Proposer
- d) Address of Proposer

Due to the timing of mail service, the City cautions Proposers to ensure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk’s Office, Crestview City Hall, 198 North Wilson Street, Crestview, Florida, until the date and time referenced in the timeline above or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

Offers by telephone or email shall not be accepted. Also, Proposers are instructed NOT to fax their proposal package. **Faxed proposals shall be rejected as non-responsive.**

All proposals will be opened publicly, and the names of all Proposers shall be read aloud. The City of Crestview reserves the right to reject any or all proposals or parts of proposals if it is in the best interest of the City.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

There will be a Non-Mandatory Pre-Proposal meeting for the project at 10:00 A.M. (local time) on March 28, 2023, at City Hall, Council Chambers, 198 North Wilson Street, Crestview, Florida 32536. All attendees to the Pre-Proposal meeting shall sign in. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly. **Proposers are encouraged to attend the Non-Mandatory Pre-Proposal meeting and are urged to obtain RFP documents and familiarize themselves with the documents prior to the meeting.**

QUESTIONS REGARDING THIS RFP

All questions shall reference “**Questions on RFP #23-04-28-PS SOLID WASTE COLLECTION AND DISPOSAL SERVICES**” in the subject line. All questions concerning this RFP shall be submitted in writing no later than the date and time referenced in the Timeline above to:

City Clerk
Maryanne Schrader
198 North Wilson Street
Crestview, FL, 32536
cityclerk@cityofcrestview.org

ADDENDA REGARDING THE REQUEST FOR PROPOSALS

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in a written addendum issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements, or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addendum issued, the last addendum issued will prevail.

It is the Proposer's responsibility to be sure all addenda were received. Written responses, in the form of an addendum, will be provided via email or the City website, www.cityofcrestview.org.

CLARIFICATIONS

It is the Proposer's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for a subsequent protest of award.

MINIMUM QUALIFICATIONS

Proposers must be a commercial entity licensed to do business in the State of Florida or an appropriately qualified commercial entity licensed by all applicable agencies in the area specified in the scope of work and to perform the services identified herein.

Proposers must provide a minimum of three (3) verifiable references from similar type entities receiving services with similar scopes of work as identified in this RFP following the requirements in Section 7. Failure to provide references that verify the required experience will cause the Proposer to be deemed non-responsive. The City of Crestview is not to be used as a reference.

NO LOBBYING

All Proposers are hereby placed on notice that the City of Crestview Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly, either individually or collectively, regarding this RFP. During the entire procurement process, all Proposers and their subContractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted proposals for this project. Any Proposer contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

PRICING SHEETS

Pricing sheets are to be completed as directed and returned as part of the RFP submittal prior to the RFP deadline for submission. Failure to fill out the price sheets as directed may negatively affect the evaluation of your proposal. Proposers may provide alternate methods of pricing only in addition to the provided price sheets.

EXCEPTIONS TO SPECIFICATIONS

If taking exception to any portion of the RFP specifications, the Proposer must indicate those exceptions as stated on the Proposer's Acknowledgement Form.

PROPOSAL SUBMISSION AND WITHDRAWAL

Unless otherwise specified, the Proposer shall use the forms supplied in this RFP. Proposals, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Proposers. Upon opening, Proposals become subject to public disclosure in accordance with current Florida Statutes.

CORRECTION OF PROPOSALS

Correction of inadvertently erroneous proposals shall be permitted up to the time of RFP opening. Proposers shall not be allowed to modify their proposals after the opening time and date.

WITHDRAWAL OF PROPOSALS

NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Crestview, Florida. Negligence on the part of the Proposer in preparing the proposal grants no right of withdrawal or modification after the proposal has been opened at the appointed time and place by the City of Crestview. Any such withdrawn proposal shall not be resubmitted.

OPENING OF PROPOSALS

Proposals will be received until the date and time stated in this RFP, as modified or extended pursuant to the addenda issued after posting this RFP, and will be publicly opened and read at the place, time and date stated. The City Clerk assumes no responsibility for the premature opening of a proposal not properly addressed and identified.

REJECTION OF PROPOSALS

The City reserves the right to reject any and/or all proposals when such rejection is in the best interest of the City.

PROPOSALS MAY BE REJECTED AND/OR PROPOSER(S) DISQUALIFIED FOR THE FOLLOWING REASONS

- (a) Failure to update the information on file, including address, service, or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of proposals or the awarding of contracts.
- (e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Crestview. The Proposer must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Proposer upon termination of this Agreement and destroy any duplicate public records that are exempt from public records disclosure requirements or are confidential. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the Human Resources office at 850-682-6131 at least 48 hours before the scheduled event.

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF WORK

Franchise Agreement to provide collection, transport, and disposal services for single-family and multi-dwelling residential solid waste, recyclables, yard waste, bulky waste, white goods, electronic waste, and tires; and for commercial solid waste collected in individual containers, front-load containers/bins citywide.

I. Base Proposal – Residential, Commercial, Recycling, Yard Waste, Other (current level of service)

A. Residential Solid Waste Collection

1. The Proposer shall be required to pick up all garbage and household trash generated by each residential unit, including but not limited to household trash and bulk waste, such as household furniture, yard debris, and appliances.
2. The Proposer shall collect garbage and household trash from residential units two (2) times per week, at least 3 days apart. It shall be the responsibility of the route driver to note bulk waste for pick up and immediately notify the Proposer's dispatch and/or supervisor. The Proposer shall remove residential bulk waste within 72 hours of notification once per quarter at no additional charge. Proposer shall provide a mechanism for notification and tracking of all bulk pick-ups. All residential collection shall occur between the hours of 6:00 a.m. and 7:00 p.m.
3. Complete garbage and refuse collection services are hereby provided for in this contract. Collections of garbage shall be made at the curb or 5 feet from the edge of the pavement of the residential unit. Household trash and bulk waste, such as household furniture and appliances, shall be placed at the curbside or within 5 feet of the edge of the pavement. The only exception to the location of service is specifically defined below as Handicap Side Door Service.
4. Handicap Side Door Service for residential garbage removal is defined as residential garbage removal provided by the Proposer at no additional charge to those customers who are unable to place the mobile containers at the street, have requested such service with proper documentation, and have been approved by the City in advance. The containers will be returned after the collection to where the collectors find them.
5. Garbage Receptacles shall be handled carefully by the Proposer and shall be thoroughly emptied and left in an upright position where they are found, behind the curb or edge of the pavement. All lids will be left closed after being dumped. Under no circumstances shall said receptacles be placed in the travel lanes of the roadway.
6. The Proposer shall make collections with a minimum of noise and disturbance to the residents. All work shall be done in a sanitary manner.
7. The Proposer shall collect and dispose of automobile tires and automotive batteries from residential customers in accordance with state and federal disposal requirements. The Proposer must provide as a part of this proposal a program for this type of disposal. The proposal will include the number of such disposals without charge and the mechanism for additional charges beyond the maximum allowed.
8. In accordance with City ordinance, any debris generated by a commercial Contractor must be disposed of by the Contractor in state-approved disposal sites.

B. Multi-Family Units and Mobile Home Parks

1. Mobile Home Parks permitted to have individual pickups shall be serviced the same as residential units outlined above.
2. Any multi-family complex (apartments, townhomes, condominiums, etc.) with 10 or more units must use dumpsters. Complexes with less than 10 can opt for dumpsters or utilize hand pick-up services.
3. Multiple family dwelling units and all mobile home parks, not using curbside services, shall be required to use containers emptied using mechanical means (dumpsters).
4. Except as otherwise stated in this Section B., regardless of the type of collection service (curbside or mechanical), multi-family and mobile home park units shall be considered Residential Units, and service shall be in accordance with Section A.
5. The Proposer shall make collections with a minimum of noise and disturbance to the residents. All work shall be done in a sanitary manner.
6. Garbage Receptacles shall be handled carefully by the Proposer and shall be thoroughly emptied and left in an upright position where they are found, behind the curb or edge of the pavement. All lids will be left closed after being dumped. Under no circumstances shall said receptacles be placed in the travel lanes of the roadway.
7. The Proposer shall collect and dispose of automobile tires and automotive batteries from residential customers, at no additional charge, in accordance with state and federal disposal requirements. In addition, the Proposer must provide as a part of this proposal a program for this type of disposal. The proposal will include the number of such disposals without charge and the mechanism for additional charges beyond the maximum allowed.
8. In accordance with City ordinance, any debris generated by a commercial Contractor must be disposed of by the Contractor in state-approved disposal sites.

C. Commercial Hand Pick-Up

1. Commercial hand pick-up is defined as garbage and trash collection service to commercial customers utilizing 95-gallon cart(s). This collection is by manual means, not by mechanical means (dumpster). The Proposer will provide garbage carts(s) as required.
2. The Proposer shall collect garbage and trash from commercial hand pick-up customers two times per week, at least 3 days apart. The Proposer shall remove commercial bulk waste for commercial garbage collection locations. It shall be the responsibility of the route driver to note bulk waste for pick up and immediately notify the Proposer's dispatch and/or supervisor. The Proposer shall remove bulk waste within 72 hours of route driver notification to their supervisor at no additional charge. All collection shall occur between the hours of 5:00 a.m. and 7:00 p.m.
3. All refuse generated at commercial and industrial establishments shall be collected except for excluded wastes and recyclable material collection. Commercial and industrial establishments may contract for recyclable material collection independent of this contract. Proposer must provide commercial recycling services as an option to commercial customers.

4. It is the duty of the commercial customer to place garbage receptacles curbside for collection in locations mutually agreed upon by the customer and the Proposer and which are convenient for collection by the Proposer. Where mutual agreement is not reached, the City shall designate the location consistent with the ordinances and requirements of the City of Crestview. Containers will be replaced in the location from which they were collected.
5. The Proposer shall make collections with as little disturbance as possible. Garbage receptacles shall be carefully handled by the Proposer and shall be thoroughly emptied and left standing with covers/lids in place at the same location where they were collected. Under no circumstance shall containers be placed in the travel lane of a roadway.
6. All work shall be done in a sanitary manner. At the option of the City, the City may request mechanical containers, or other containers, be placed in service as a substitute for garbage receptacles utilized for commercial hand pick-up.
7. The Proposer shall make collections with as little disturbance as possible to business and commercial establishments. Commercial collection shall be scheduled between the hours of 5:00 a.m. and 7:00 p.m.
8. The City reserves the right to adjust the time of service for individual customers to protect public health or eliminate public nuisances.

D. Commercial and Industrial Units – Mechanical Collection

Commercial customers are identified as, but not limited to, office buildings, retail stores, fuel stations, hospitals/medical providers, convenience stores, motels, hotels, laundries, all public buildings, food services, service establishments, light industry, schools, churches, clubs, and nursing homes using dumpster services.

Collection:

1. Collection service for customers using dumpsters will be available from one day to seven days per week. The frequency of service will be as requested by the customer or as determined by the City to protect public health. The Proposer shall remove commercial bulk waste on the same days as set for commercial garbage collection. All services shall be scheduled between the hours of 5:00 a.m. and 7:00 p.m.
2. All refuse generated at commercial and industrial establishments shall be collected except for excluded wastes and recyclable material collection. Commercial and industrial establishments may contract for recyclable material collection independent of this contract. The successful Proposer must provide commercial recycling services as an option to commercial customers.
3. It is the duty of the Proposer to place the dumpster in locations mutually agreed upon by the customer and the Proposer and which are convenient for collection by the Proposer. The location must be consistent with the ordinances and requirements of the City of Crestview. Containers will be replaced in the location from which they were collected after being emptied.
4. Containers shall be carefully handled by the Proposer and shall be thoroughly emptied and left standing in the same location where they are collected with the lids closed. The Proposer shall be responsible for closing the container doors and the screened enclosure doors or gates, as applicable.
5. All work shall be done in a sanitary manner. At the option of the City, the City may request mechanical containers, or other containers, be placed in service as a substitute for commercial hand pick-up in certain congested business areas of the City.

6. The Proposer shall make collections with as little disturbance as possible to businesses and commercial establishments. All services shall be scheduled between the hours of 5:00 a.m. and 7:00 p.m.
7. The City reserves the right to adjust the time of service for customers to protect public health or eliminate public nuisances.

E. Containers:

1. Dumpster containers shall be made available to commercial customers in 2, 4, 6, and 8 cubic yard capacities. Service to commercial customers shall be provided with the same size containers currently in use and with the same frequency of pick up unless otherwise approved by the City. The containers shall be constructed of waterproof materials with a hinge and closing cover. The Proposer's name, telephone number, size of the container in cubic yards, and date of last maintenance/reconditioning shall be clearly displayed on all containers.
2. It is the intent to provide each customer with a new or renovated container on a semi-annual schedule. If containers are other than "like-new" condition, the container must be refurbished or replaced. The City has the right to examine any or all containers at any time while under contract. Containers will be maintained by the Proposer.
3. Upon award, the Proposer shall provide the City a schedule showing the frequency of cleaning and painting for each dumpster every twenty-four-month period. This schedule shall include how the change-out of containers is to be accomplished during the contract term. The Proposer shall, at the beginning of the contract, begin a program that will provide for each customer to receive a reconditioned or new dumpster during the succeeding twenty-four-month period and each twenty-four-month period thereafter.
4. Any dumpster not meeting the acceptable condition (cleanliness, proper hinge and cover operation, no visible rust, leak proof, etc.) will be reported to the Proposer. The Proposer shall correct the dumpster condition deficiencies within 21 days of notice. If not corrected within 21 days of notice, the City shall impose liquidated damages as provided in the contract.

F. Vegetative Garden and Yard Waste

The Proposer shall collect ALL vegetative garden and yard trash from all customers (residential and commercial) one (1) time per week, with curbside collection seven (7) days apart, on a schedule satisfactory to the City. All bulk yard waste should be no greater than six (6) feet in length and no more than four (4) inches in diameter.

1. The Proposer shall be required to pick up bulk vegetative garden and yard trash (containerized and bulk) generated by any customer. The Proposer shall inform the customer if items such as tree limbs, tree trunks, etc., exceeding six (6) feet in length and/or the item's diameter is greater than four (4) inches are not eligible for collection and provide the appropriate remedy to the customer. The total amount collected each week is not to exceed two (2) total cubic yards.
2. Vegetative garden and yard waste shall be collected from the front edge of the property near the street. Collections shall be made not over five (5) feet from the edge of the curb line or ten (10) feet from the edge of the pavement. Collection shall occur between the hours of 6:00 a.m. and 7:00 p.m.
3. The Proposer shall make collections with a minimum amount of noise and disturbance to the customer. Reusable 95-gallon carts may be provided by the Proposer. When utilized, they shall be handled carefully and shall be thoroughly emptied and left in an upright position where it was found behind the curb or edge of the pavement.

4. In accordance with the City ordinance, any debris generated by a commercial Contractor must be disposed of by the Contractor in state-approved disposal sites.

G. Recyclable Materials

This RFP includes the collection of single-stream, curbside residential recycling. The Proposer will provide all recycling carts.

Residential

1. The Proposer shall collect all recyclable materials from each participating residential unit one (1) time per week, with collection seven (7) days apart, on a schedule satisfactory to the City. Collection shall be scheduled between the hours of 6:00 a.m. and 7:00 p.m.
2. The Proposer is required to pick up all recyclable materials generated by a residential unit that is properly containerized.
3. Collection of recyclable materials shall be made from the curb or five (5) feet from the edge of the pavement of the residential unit. Handicap Side Door Service of recyclable material will be handled the same as residential garbage Handicap Side Door Service.
4. The Proposer will collect recyclable materials based on a single-stream system. The Proposer shall provide at least one (1), but not more than three (3), 95-gallon recycling containers to residents at no cost to the resident or the City. Replacement containers will be provided to all residents on an as-needed basis at no cost to the resident or the City.
5. All recycling materials collected will be delivered, by Proposer, to the vendor of the Proposer's choice. All rebates for these materials will be the property of the Proposer.
6. Upon award, the successful Proposer shall coordinate with City to change the existing recycle bins to 95-gallon carts or 65-gallon carts (upon request). The 95-gallon cart shall be the standard issued container, unless otherwise requested.

Commercial

Commercial recycling services are provided as "Open-Market." Commercial and industrial establishments may contract for recyclable material collection independent of this contract. The Proposer must be able to provide commercial recycling services as an option to commercial customers.

H. City Owned Properties

The Proposer shall empty all refuse containers used by any of the areas or properties that are City-owned, leased, rented, and/or controlled by the City of Crestview. The collection of these containers shall be at no charge to the City. The schedule of service may be amended during the term of the contract upon the direction of the City. The City shall have the right to use regular commercial-type dumpsters or carts consistent with commercial hand pick-up as outlined in the above sections. The current list of City facilities and the container and collection schedule is listed on the following page. The City shall have the right to add or delete facilities requiring service as often as necessary.

[Remainder of this page left intentionally blank]

Current City Facilities and Service Schedule

FACILITY NAME	ADDRESS	SIZE	# P-UPS/WK
FIRE STATION 1 (CITY HALL)	198 N. WILSON ST.	6-YD	2
FIRE STATION 2	2106 PJ ADAMS PKWY	4-YD	2
FIRE STATION 3	585 BROOKMEADE DR.	4-YD	2
POLICE DEPARTMENT	201 STILLWELL BLVD.	6-YD	2
PUBLIC SERVICES (FRONT)	715 N. FERDON BLVD.	6-YD	2
PUBLIC SERVICES (REAR)	715 N. FERDON BLVD.	6-YD	2
PUBLIC SERVICES	715 N. FERDON BLVD.	30-YD	1
PUBLIC SERVICES	715 N. FERDON BLVD.	20-YD	1
COMMUNITY CENTER	1446 COMMERCE DR.	6-YD	2
SPANISH TRAIL PARK	205 STILLWELL BLVD.	6-YD	2
TWIN HILLS PARK	100 HATHAWAY ST. S	6-YD	2
LIBRARY	1445 COMMERCE DR.	6-YD;	2
LIBRARY	1445 COMMERCE DR.	RECYCLE BIN	2
BLACKWATER GOLF COURSE	4927 ANTIOCH RD.	6-YD	3
BROOKMEADE PARK	581 BROOKMEADE DR.	6-YD	2
DURRELL LEE FIELD	1898 1 ST AVE.	6-YD	2
ALLEN PARK	895 MCCLELLAND ST.	95-GAL. CART	2
Bush House	198 S WILSON ST	95-Gal C	2
Fire Training Tower	1100 EDNEY AVE	4yd	2
Environmental Center	130 BUTLER CIR	95 Gal CART	2
Northview Park	NORTHVIEW DR	4yd	2

[Remainder of this page left intentionally blank]

1. The Proposer shall place a container at the City's Public Services facility for the collection of used tires. The City disposes of approximately 200 tires per year.
2. The Proposer shall be responsible for the collection of large items deposited on City Rights-of-Way (white goods, furniture, car pieces, etc.) by the end of the third business day after notification.
3. The Proposer shall not be responsible for the collection of a contaminated load. The Proposer shall notify the City of the specific customer that was not served due to a contaminated load and the type of contamination that was observed.
4. Commercial customers shall have the right to request an extra pick-up when deemed necessary by the commercial customer. The Proposer shall provide the extra pickup within 24 hours of the request. The City shall compensate the Proposer at a flat rate charge based on the size of the commercial customer's container. A flat rate must be shown on the Proposal form, and the Proposer must provide a method to track this. It shall be the responsibility of the Proposer to ensure that each commercial customer has the appropriately sized container and is billed accordingly.
5. The Proposer's employees collecting garbage will be required to follow the regular walk for pedestrians, as applicable, while on private property. No employee shall disturb property that does not concern him/her. Care shall be taken to prevent damage to property, including shrubs, flowers, and other plants. After emptying containers, employees shall return containers to the same location from which they were taken.
6. Anytime civic groups conduct clean-up events for parks, neighborhoods, ditches/streets, creeks, rivers, etc., the Proposer agrees to pickup said refuse at no charge provided those items of refuse that are capable of being placed in garbage bags are properly packaged for collection. The City will attempt to provide the Proposer with ten (10) days' notice of the date the cleaning will occur, but the Proposer will always have at least 48 hours' notice prior to actual pickup. The Proposer shall coordinate with the City for these events.
7. The Proposer will provide roll-off dumpsters for the City's annual Spring Clean-Up at no cost to the City. These dumpsters will be located at up to three (3) designated locations throughout the City. The City will attempt to provide the Proposer with fourteen (14) days' notice of the date the cleaning will occur, but the Proposer will always have at least 48 hours' notice prior to actual pickup. The Proposer shall coordinate with the City. Each of these dumpsters will be emptied daily or as needed during the event.

J. EDUCATIONAL AND PROMOTIONAL PROGRAM

1. Upon award of the bid, the Proposer will completely and thoroughly describe the educational and promotional programs for recycling, composting, and waste reduction. The Proposer shall conduct programs to promote recycling, and costs are at the Proposer's expense. The Proposer shall provide samples of promotional materials, educational curriculum for local schools, schedule of events prior to the start date, and programs for community involvement.
2. The Proposer will coordinate with the Public Information Manager and will be responsible for maintaining a supply of brochures or newsletters for the City to provide to City customers. The information must contain service details for all types of residential collections. In addition, the Proposer will participate in at least two promotional programs within the City annually.

K. Rate Adjustments

1. Cost of Living Increases:

The rates charged under this contract may be adjusted after the third-anniversary date of the contract and annually thereafter. The Contractor may petition the City for a cost of living rate adjustment to reflect the percentage increase, if any, in the Consumer Price Index (CPI), "Water and Sewer and Trash Collection Services in U.S. city average, all Urban Consumers, not seasonally adjusted" published by the U.S. Department of Labor, Bureau of Labor Statistics, and determined by comparing the CPI for the March immediately preceding the rate adjustment request to the CPI for the March of the prior year. Requests for CPI adjustments must be submitted to the City no later than April 15.

The maximum increase for any annual period shall not exceed eighty percent (80%) of the published CPI listed above. If at its discretion, the City Council approves any such petition, its action shall take effect on October 1st of the year in which it was approved. If a rate adjustment is not requested by the required date, the rate adjustment for that particular twelve (12) month period shall be deemed waived and shall not be taken into consideration in future rate adjustments.

2. Unusual Changes or Costs:

The Contractor may petition the City Council to adjust the Contractor's rates based upon unusual and unanticipated increases in the cost of doing business. The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The City Council shall have the sole and absolute discretion to grant or deny the request. The City reserves the right to rescind any price relief granted should the circumstances change, and prices decrease at any time.

3. Favored Nations Clause

In the event a neighboring City negotiates a more favorable rate than the City of Crestview for the provision of the same or substantially the same services as provided in this contract, the Proposer shall be required to, upon execution of the agreement with the neighboring City, reduce the rates charged to the City of Crestview to be equal to or lower than the rates charged in the neighboring City. Neighboring City shall mean all cities within Okaloosa, Walton, and Santa Rosa Counties in Florida.

L. STORAGE AND OFFICE FACILITIES

1. The Proposer shall establish and maintain an office within the city limits of Crestview, Florida. Or provide through this proposal an effective mechanism where service requests and complaints can be made. The system shall be accessible to all residents and sufficiently staffed Monday through Friday, 7:30 a.m. – 6:30 p.m., with a mechanism to report issues 24 hours a day.

2. The Proposer shall establish a storage facility for the placement of replacement carts and dumpsters. This facility shall be located within the city limits of Crestview or within five (5) statute miles of the city limits of Crestview. The proposal shall address what the Proposer will do in the event of a vehicle failure.

3. The Proposer will also have a sufficient supply of garbage, yard waste, and recycling carts stocked and available for residents to pick up during regular business hours of operation. Failure to maintain a sufficient stock of carts will result in liquidated damages.

M. SCHEDULES AND ROUTES

1. The Proposer shall submit a proposed route and schedule to be approved by the City prior to providing services under this contract. The Proposer shall abide by the routes and schedules provided in the bid documents. The City reserves the right to deny the Proposer's vehicles access to certain streets, alleys, and public ways, inside the City or outside the City in route to the disposal facilities, where it is in the best interest of the general public to do so due to

conditions of streets or bridges. The Proposer shall not interrupt the regular schedule and quality of service because of such street closures.

2. The successful Proposer shall notify all residential and business accounts under this contract of the schedule (i.e., collection days, description of collection services, etc.) as approved by the City. Such notification will consist of a City approved brochure to be mailed to all residents and businesses prior to September 1, 2023. The successful Proposer will be responsible for the preparation and design of brochures (must be City approved), printing and mailing of brochures. Proposer is responsible for all costs associated with brochures. The Proposer must maintain enough brochures to cover the term of the contract. Proposer shall provide as a part of this proposal, the education plan for transition
3. or when any changes to collections days or services must be made.
4. Individual route starting times and succession of collection shall remain constant to promote and achieve regularity of service. All route and/or schedule changes shall be approved by the City prior to the implementation of the new schedule or route. The City's decision may be appealed by the Proposer to the City Council. The decision of the City Council shall be final. The Contractor shall furnish written notices of changes in schedules to the customers at least fourteen (14) days prior to the actual change in routes or schedules.

NOTE: The Proposer's attention is directed to the fact that at various times during the year, the quantity of refuse to be disposed of is substantially increased by fluctuations in the amount of garden and yard waste. This additional workload will not be considered as adequate justification for the failure of the Proposer to maintain the required collection schedules and routes, nor will it be reason or cause to request a rate adjustment and/or additional charge(s) to residents.

5. Holidays

Only on those holidays when the disposal facility is closed, the Proposer shall reschedule the collection of that day's routes. Rescheduling must be approved by the City in advance. The Proposer shall be responsible for notifying customers of schedule changes at least two (2) weeks in advance. Notification will be made to the City's Public Information Manager and by the placement of a prominent notification on the Proposer's website at least two (2) weeks in advance of the collection day change.

6. Storm Events

In the event excessive amounts of debris or refuse accumulate due to an event such as a storm of disastrous proportions, freeze, natural disaster, severe disturbance, riot, or another calamity, that results in an area of the City being declared a disaster area by the Okaloosa County Emergency Management Director, President of the United States, Governor of Florida, Mayor of Crestview or their designee(s), the Proposer shall respond to such disaster with the necessary additional equipment and manpower to collect increased recycling, solid waste, and yard waste without interruption to normal services.

The Proposer shall have a written disaster preparedness plan in place and provide evidence of such to the City along with the formal proposal submittal. The Proposer must demonstrate the resources (primary and secondary) that will be provided exclusively for the City in a declared event. Disaster preparedness plans should be updated with the City annually prior to May 1st, and should include a full listing of contracts, manpower, and equipment.

The Proposer shall perform the cleanup effort in an expedited manner as directed by the City. The City determines the storm event clean-up completion.

N. QUALITY OF SERVICE

1. Character of Workers and Equipment

The direction and supervision of refuse collection and disposal operations shall be by competent and qualified personnel. The Contractor shall devote sufficient personnel, time, and attention to the direction of the operation to ensure performance satisfactory to the City. All superintendents, foremen, and workmen employed by the Contractor shall utilize proper safety equipment and practices while performing tasks under this contract.

The Contractor shall provide personal protection equipment (PPE) and uniforms to all employees, and they must be worn at all times while working. No employee may cause any disturbance, interference, or delay to any work or service rendered to the City. Employees shall not conduct themselves negligently, disorderly, or dishonestly in the performance of their duties. The Contractor shall ensure that all employees serve the public in a courteous, helpful, and impartial manner.

No employee shall disturb property that does not concern them. Care shall be taken to prevent damage to property, including shrubs, flowers, and other plants. After emptying containers, employees shall return them to the same location from which they were taken, in an upright position behind the curb or edge of the pavement. The Contractor shall pay any damages incurred.

O. EQUIPMENT

1. Amount

As part of this bid submittal, each Proposer shall submit the type and number of each vehicle to be used, at a minimum, to perform the duties of this agreement. The maximum allowable age for the collection vehicles at the beginning of the contract period is five (5) model years old and never more than seven (7) model years old and any point of the contract period.

The Contractor shall provide sufficient equipment in proper operating condition so regular schedules and routes of collection can be maintained. The Contractor shall not use any solid waste, yard waste, or recycling collection vehicle dedicated to this Agreement to collect solid waste, yard waste, or recyclable materials in areas outside the City except to transport them to the appropriate landfill or approved disposal facility.

2. Communications and Quality Assurance

All vehicles must be equipped with good working communication devices. The Contractor shall provide their City Liaison and Route Supervisors with proper communication devices so the City representative and office personnel can communicate with the Proposer's supervisor or liaison during working hours. The following represents the preferred method for ensuring quality assurance. Each Proposer may provide an alternative method to achieve an equal level of assurance. Proposers should be clear in the provision of this section within the proposal.

A. Video Cameras

All of the Contractor's collection vehicles are to be equipped with a minimum of four (4) video recording cameras that identify and record the actions and functions of the vehicles while the vehicles are being used to provide collection services under this Agreement. Cameras should be located to have a clear view of the following: the hopper and rear of the truck, driver's view from the front of the truck, right & left sides with a minimum 90-degree angle. The vehicle videos should be recorded continuously when in operation. The Contractor shall provide video clips and records to the City's Representative upon request.

Video Recordings – The Contractor will maintain the video and records for each Collection vehicle for at least one (1) operating month after the video data was obtained. The records shall reflect the date, truck number, operator, and location map for the video data. Upon the City's request, the Contractor's records shall be

provided to the City in MP4 format. Other formats may be acceptable with the prior approval of the City. Upon request, the video files shall be provided to the City within 24 hours; however, the Contractor shall use its best efforts to produce the video quicker if the video is needed to evaluate a legitimate complaint concerning the Contractor's performance under the Agreement.

In addition to the stipulations listed above, the Contractor will provide the City of Crestview access to the video system software via a portal that would allow one (1) person to view the video files in real-time or to review past days' video files for the purpose of determining if services provided under this Agreement were missed or improperly provided.

B. GPS

All of the Contractor's collection vehicles shall be equipped with Global Positioning Systems ("GPS") that identify and records the locations of the vehicles and speed when they are being used to provide collection services under this Agreement. The vehicle locations shall be recorded at least once every five (5) seconds. The Contractor will provide its GPS logs and records to the City upon request.

GPS Records – The Contractor shall maintain records and a log concerning the Global Positioning Systems ("GPS") data that is obtained from the Collection vehicles used by the Contractor to provide Collection Services under this Agreement. The Contractor shall maintain the GPS logs and records for each Collection vehicle for at least one (1) operating month after the GPS data was obtained. The records shall reflect a "ping rate" of every five (5) seconds for the GPS data. Upon the City's request, the Contractor's records shall be provided to the City in CSV or ASCII tabular format and shall contain columns for longitude/latitude coordinates, as well as time and date stamps. Other formats may be acceptable with the prior approval of the Public Services Director. Upon request, the GPS data shall be provided to the City within 24 hours; however, the Contractor shall use its best efforts to produce the data quicker if the data are needed to evaluate a Legitimate Complaint concerning the Contractor's performance under this Agreement.

C. RFID

All of the Contractor's collection vehicles (and carts) should be equipped with RFID (or similar technology) scanning devices to record the location of each cart serviced under this Agreement. The Contractor shall maintain the RFID logs and records for each Collection vehicle for at least one (1) operating month after the data was obtained. The records shall reflect the cart location at the time of the vehicle interaction. Upon the City's request, the Contractor's records shall be provided to the City in CSV or ASCII tabular format and shall contain columns for longitude/latitude coordinates, as well as time and date stamps. Other formats may be acceptable with the prior approval of the Public Services Director. Upon request, the RFID/GPS data shall be provided to the City within 24 hours; however, the Contractor shall use its best efforts to produce the data quicker if the data are needed to evaluate a Legitimate Complaint concerning the Contractor's performance under this Agreement.

3. Condition

The City reserves the right to require vehicles be replaced or rebuilt every seven (7) years or less, depending on the condition of the vehicle, subject to inspection by the City's Vehicle Maintenance Supervisor, so regular schedules and routes of collection can be maintained. The Proposer shall submit a list of vehicles (specifically, year, make (chassis and body), model, capacity, etc.) to be used in the City as part of their bid submittal package, and the City shall inspect said vehicles prior to awarding the contract.

All equipment and vehicles used under this agreement shall be maintained in a reasonable, safe working condition. No vehicles shall leak oil or other fluids upon the streets and roads of the service area.

Vehicles shall be painted uniformly with the company name and telephone number printed in letters not less than three (3) inches high on each side of the vehicles. All vehicles are to be numbered in a size and of a color that contrasts with the color of the vehicle to provide the maximum possible visibility. A record is to be kept showing each vehicle and the number assigned. The Proposer shall provide the City's representative with a daily log showing truck numbers, personnel assigned to the truck, and the routes to which they are assigned. The Proposer shall also provide the City's representative with a monthly maintenance report showing the truck number, service and/or repairs made each day for each vehicle.

No advertising shall be permitted on vehicles, with the exception that the City may advertise events on trucks at no cost to the City. The City will provide materials at least thirty (30) days in advance of the event. The Proposer shall display the materials provided by the City on the trucks at least fifteen (15) days prior to the event. The Proposer shall remove the materials from the vehicles no later than ten (10) days after the event.

The Proposer is required to keep collection vehicles emptied, cleaned, and painted to present a pleasing appearance. The Proposer shall submit, upon award of the bid, a schedule showing the frequency of the cleaning and painting of the vehicles. The Proposer shall make sure that all refuse containers are kept in a sanitary condition. All containers shall be watertight except where the City has approved otherwise. Containers and carts must be painted/molded in different colors for garbage, yard waste, and recycling.

The City reserves the right to inspect Contractor-supplied vehicles at any time as determined by the City's representative.

4. Operation

Each non-packer trash vehicle shall be equipped with a cover, which may be net with mesh not greater than one and one-half inches, tarpaulin, or a fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked if the contents are likely to be scattered if not covered.

Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from the Proposer's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with appropriate tools for this purpose.

The Proposer's vehicles are not to interfere unduly with vehicular or pedestrian traffic, and vehicles are not to be left standing on streets unattended except as made necessary by loading operations and shall move with the traffic flow. Each violation shall result in a penalty as listed in the liquidated damages.

5. Aesthetic Appearance of Dumpsters and Carts

Dumpsters and Carts shall be maintained in a reasonable, safe working condition and shall be painted or molded a uniform color (same color for garbage dumpsters and carts and another color for recycling dumpsters and carts, and a third color for yard waste carts). The 95-gallon carts shall be hot-stamped with the City of Crestview logo. The final design shall be submitted for approval to the Public Services Director.

6. Ownership

The Proposer shall be responsible for the cost and expense associated with the replacement and repair of all dumpsters and carts, and the Proposer shall be the owner of all dumpsters and carts. The Proposer shall be responsible for the cost and expense associated with new and replacement recycling bins.

7. Operational Facility

The successful Proposer shall store all vehicles, equipment, and dumpsters within the city limits of Crestview or within five (5) statute road miles of the city limits of Crestview. The City shall have a right to inspect during regular business hours.

P. DISPOSAL OF REFUSE

1. The Proposer will be responsible for disposal fees charged by the appropriate landfill or transfer station. The Proposer is responsible for disposing of all collected waste in accordance with state and federal statutes and/or regulations and agrees to accept all liability for any remedial activities or fines which may arise from the unlawful disposal of waste.

2. The Proposer shall deliver all recyclable materials to the vendor of the Proposer's choice. All rebates from the sale of recyclable materials shall be the property of the Proposer.

Q. TRANSITION PLAN

Proposer shall describe its strategy to ensure a smooth transition from the current Contractor to the successful submitter. The proposed transition plan is of critical importance to the City. The Proposer shall be responsible for the delivery of new containers, roll-offs, etc., as required by a transition. The Proposer shall provide a facility whereby the previous franchisee's containers, roll-offs, etc., may be stored during the transition. The Proposer shall be responsible for initial delivery to the proposed storage site or a site to be identified by the previous franchisee. Upon delivery to the storage location, the previous franchisee shall be responsible for removal and transportation of said container, roll-off, etc., at their sole expense. In the transition plan, Proposer must describe the following:

- Proposed transition plan must meet or exceed the current level of service for solid waste, yard waste, and recycling collection services currently provided.
- Individual or group of individuals that will oversee the execution of the transition plan.
- Proposed approach, including equipment, personnel, and schedule, for delivering containers to residents.
- Describe how the delivery of carts, dumpsters, and roll-offs will be conducted in coordination with the removal or use of existing carts, dumpsters, and roll-offs.
- Overall schedule for the transition.

R. COMPLIANCE WITH SEC. 403.706 (22), FLORIDA STATUTES

The City recognizes the requirement that the City and the Awarded Proposer be in compliance with Sec. 403.706 (22), Florida Statutes, Local government solid waste responsibilities. HB 73 was signed into law on June 18, 2020, effective October 1, 2020. The Proposer is required to be in compliance with this statute.

Exclusive Rights

The City grants to the Proposer the exclusive right and obligation to provide solid waste collection services within the City of Crestview with the exception of franchise roll-off waste hauling and commercial recycling.

Miscellaneous

The Proposer shall not be responsible for scattered refuse unless his acts or those of any of his employees have caused the same, in which case, the Proposer shall pick up all such scattered refuse immediately. Employees of the Proposer shall not be required to expose themselves to the danger of being bitten by vicious animals, in any case, in order to accomplish refuse collection. However, the Proposer shall immediately notify the customer and City, in writing, of such conditions and of the inability to make collection because of such conditions.

S. ALTERNATE PROPOSALS

The following alternate proposals are requested for review and consideration:

Alternate 1 – Residential and Commercial Hand Pick-Up – Garbage, Household Trash, Recycling, and Yard Waste Collected One Time Per Week; Proposers Provides 95-Gallon Carts to Customers.

A. Residential

The Proposer shall collect garbage and household trash from places of residence two times per week, at least 7 days apart, with recycling and yard waste one time per week. All other requirements under the base proposal (Section I above) shall remain in effect.

B. Commercial Hand Pick-Up

The Proposer shall collect garbage and trash from commercial hand pick-up customers two times per week, at least 3 days apart. All other requirements under the base proposal (Section I above) shall remain in effect.

Alternate 2 – Residential and Commercial Automated Collection – Garbage, Household Trash, Recycling, and Yard Waste Collected One Time Per Week; Proposer Provides 95-Gallon Carts to Customers.

A. Residential

Proposal Alternate 2 provides residential service as outlined in the base bid above with the exception of one time per week service **AND** the Proposer provides automated collection to each residential customer. All other requirements under the base proposal (subsection I above) shall remain in effect.

B. Commercial Hand Pick-Up

Alternate 2 provides Commercial automated service as outlined in the base proposal above with the exception of one time per week service **AND** the Proposer provides automated collection to each Commercial customer. All other requirements under the base proposal (subsection I above) shall remain in effect.

Alternate 3 – Residential only- Garbage, Household Trash, and Yard Waste Collected Two Times Per Week; Proposers Provides 95-Gallon Carts to Customers.

C. Residential

The Proposer shall collect garbage and household trash from places of residence two times per week, at least 3 days apart. Yard waste and recycling once per week. All other requirements under the base proposal (Section I above) shall remain in effect.

D. Commercial Hand Pick-Up

No Commercial Pickup.

Alternate 3 assumes the City creates an open market for commercial services.

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SECTION 4 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Crestview. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ADDENDUM

When specifications are revised, the City of Crestview City Clerk will issue an addendum addressing the nature of the change. It is the responsibility of the Proposer to ensure all addenda have been received prior to submitting a proposal. All Addenda shall be posted by the City Clerk on the City of Crestview Website, www.cityofcrestview.org.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements, or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addendum issued, the last addendum issued shall prevail.

2. ANTI-COLLUSION STATEMENT

By submitting this response to a Formal Solicitation, the Proposer affirms that this response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a response for the same materials, supplies, or equipment and that this response is in all respects fair, and without collusion or fraud. Additionally, the Proposer agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this response for the Proposer. In submitting a response to the City of Crestview, the Proposer offers and agrees that if the response is accepted, the Proposer shall convey, sell, assign, or transfer to the City of Crestview all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Crestview. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

3. APPLICABLE LAWS

In connection with the furnishing of supplies or performance of work under the Contract, the Proposer agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations, and executive orders to the extent that the same may be applicable.

4. ASSIGNMENT

The successful Proposer shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the City of Crestview. Any such assignment or transfer shall not release Proposer from all contractual obligations.

5. AUTHORITY TO CONDUCT BUSINESS IN FLORIDA

A Florida corporation or partnership is required to provide evidence with its response that the Proposer is authorized to transact business in Florida and is in good standing with the Florida

Department of State. If not with the response from the successful Proposer, such evidence must be submitted to the City no later than five (5) business days from request to the City Clerk.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Proposer is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful Proposer, such evidence must be submitted to the City no later than five (5) business days from request to the City Clerk.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request to the City Clerk. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five business days from the request to the City Clerk.

6. AWARDS

Results from the evaluation committee will be considered by the City of Crestview City Council at the earliest possible regular meeting following the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, proposal, or quote for the purchase of services and goods by the City of Crestview.

7. AWARD AND EXECUTION OF CONTRACT

The Proposer(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates, to the office of the City Clerk, within the time specified.

8. PROPOSAL RETURNS

Proposers shall return all completed responses to the City of Crestview at the address set forth in Section 2 of this document on the date and time specified. Late submissions will not be accepted and shall be returned to Proposers unopened.

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9. PROTEST

Any person who is adversely affected by the City’s decision or intended decision shall file with the City Clerk a notice of protest in writing within 72 hours after the posting of the notice of a decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the City Clerk in writing within three (3) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

10. PROPOSAL TABULATION

Proposers who wish to receive a copy of the proposal tabulation may obtain it on the City of Crestview website, Bid opportunities page at www.cityofcrestview.org, or by email clerk@cityofcrestview.org

The evaluation committee will be evaluating proposals based on price, technical merit, experience, and quality assurance. The evaluation of Proposers will be based on a total score of 100 using the following criteria.

Shortlist evaluation of initial proposals.

- | | |
|---|-----|
| 1. <u>Fees for services</u> | 30% |
| a. Costs will be evaluated against other proposals as follows- (Lowest average Price/Proposers average price) multiplied times 30 | |
| 2. <u>Program for providing quality customer service</u> | 25% |
| a. Communication | |
| b. System for complaints | |
| c. Response times and assurances | |
| d. Bulk waste proposal | |
| 3. <u>Innovative approach to services</u> | 15% |
| a. Section O:2 Communication and Quality Assurance | |
| 4. <u>Technical Proposal</u> | 10% |
| a. Company qualifications | |
| b. Key personnel | |
| 5. <u>References</u> | 10% |
| 6. <u>Minority Owned or Female Owned Business</u> | 5% |
| a. A total of 5 points given for either Minority or Female Owned business. | |
| 7. <u>Transition Plan/ Public education plan</u> | 5% |

The evaluation committee will shortlist two or three Proposers for a presentation. Following the last presentation, the evaluation committee will meet and rank the firms for recommendation to the City Council.

11. BONDS

This Solicitation requires the submission of bid guarantee and performance bonds. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. The bid guarantee shall equal \$500,000, which may be satisfied by a bid bond or by depositing with the City Clerk a cashier's check or official bank check in this amount, which will be held by the City until a contract is entered into pursuant to this RFP. A successful Proposer shall forfeit any surety required by the City Clerk upon failure on the part of the Proposer to enter into a contract within the time specified after the award of the bid.

A Performance Bond in the amount of \$3,000,000 shall be provided in the form supplied by the City.

12. CERTIFICATE OF INSURANCE

If required upon notice of intent to award a contract resulting from this solicitation, the selected Proposer will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions, and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Crestview as a Certificate Holder prior to execution of the contract.

13. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Crestview. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

14. CHANGE ORDER REQUEST NOTIFICATION

The Successful Contractor is responsible for giving the City of Crestview, prior to the Contract expiration date, at least forty-five (45) calendar days advance notice for any anticipated changes to the time and/or scope of the awarded Contract. The Contractor **shall not** continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

15. CLEAN UP

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property that was damaged during delivery. Restoration is meant to include the removal of any spillage or restoring damage to the edge of the pavement, sidewalks, driveways, landscaped areas, etc. The Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged. If sod is used, it shall match the sod present on the affected property. The Contractor shall make all repairs and restorations at his expense.

16. CONDUCT OF PROPOSERS

All Proposers or individuals acting on behalf of a Proposer are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written recommendation for selection of a Proposer. All Proposers or individuals acting on behalf of a Proposer are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee, or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Proposer. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the City Clerk. Failure to comply with this procedure may result in rejection/disqualification of said submittal. Contact with staff, City Council members, and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

17. CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continuing through the execution of the award document. During this time, Proposers, service providers, and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, or elected officials.

Any Proposer who initiates any discussions or attempts to influence a member or members of the aforementioned may be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the City Clerk,
- All communications occurring at Pre-Proposal Meeting(s),
- Oral presentations before publicly noticed committee meetings,
- Procurement of goods and services for Emergency situations, and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

[Remainder of this page left intentionally blank]

18. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Proposers must disclose if any City of Crestview employee is also an owner, corporate officer, or employee of Proposer's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

19. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

20. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Crestview and the Proposer.

21. COST INCURRED BY PROPOSER

All expenses, including costs for required bonds, involved with the preparation and submission of responses to the City or any work performed in connection therewith shall be borne by the Proposer. No payment shall be made for any response received, nor for any other effort required of or made by the Proposer prior to commencement of work as defined by the contract approved by the City Council.

22. DEFAULT PROVISIONS

In the event of default by the Proposer, the City reserves the right to procure the item(s) or services solicited from other sources and hold the Proposer responsible for excess costs incurred as a result. If a Contractor defaults on a City contract, the City Council may elect to refrain from doing business with the Proposer for a period of 36 months from the date of default.

23. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Proposers must disclose with their response the name of any officer, director, or agent who is also an employee of the City. Further, all Proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches. The Proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do or perform for, or on behalf of any officer, agent, or employee of the Proposer. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made or authorized to be made by anyone for, or on behalf of the City. The Proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

24. EXCEPTIONS TO REQUIREMENTS

For purposes of evaluation, the Proposer must indicate any exception to the requirements, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Proposer that are required to be signed by the City. If exceptions are not stated by the Proposer in his proposal, it will be understood that the item(s)/services fully comply with the requirements, terms, and/or conditions stated by the City. Exceptions are to be listed by

the Proposer on an attachment included with the proposal. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

25. E-VERIFY

Proposers shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Proposer during the term of the contract and shall expressly require any subContractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subContractor during the term of the contract.

26. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any time.

27. FAILURE TO RESPOND

If the Proposer elects not to propose, please return the enclosed "Proposer's Acknowledgement Form" by the proposal due date stating the reason(s) for not proposing. Failure to respond, either by submitting a proposal or by submitting a "Statement of No Proposal" three (3) times, shall result in the Proposer's name being removed from the City's mailing list.

28. GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

29. GOVERNING LAW

Proposers shall comply with all applicable federal, state, and local laws and regulations. All responses are solicited and shall be made pursuant to the Code of Ordinances, City of Crestview, and all responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Crestview, is on file in the Office of the City Clerk, City Hall, 198 North Wilson Street, Crestview, Florida, and at www.municode.com.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug-Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in this Solicitation.

30. INDEMNIFICATION/HOLD HARMLESS

The Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge, or expense arising out of any act, action, neglect or omission by the Contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the Contractor nor any of its sub-Contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

31. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Proposer as an independent Contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Proposer under this contract and that the successful Proposer has no authority to bind the City. The Proposer represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Proposer shall further understand that the City cannot save and hold harmless and or indemnify the Proposer and/or the Proposer's employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposer's employees performed in connection with the Contract.

32. INSPECTIONS AND TESTING

The City of Crestview reserves the right to inspect any item(s) or service location for compliance with specifications and requirements, and needs of the using department. If a Proposer cannot furnish a sample of a response item, where applicable, for review or fails to satisfactorily show an ability to perform, the City can reject the response as inadequate and non-responsive.

33. INSURANCE

If required upon execution of a contract, the Proposer shall maintain insurance during the life of this agreement, and the City of Crestview shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best & Company, Inc.

34. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Proposer to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached, which shall justify the termination thereof.

35. INSURANCE REQUIREMENTS

If required, the Proposer shall provide to the City a certificate of insurance identifying the City of Crestview as an additional insured. For workers' compensation coverage, the Proposer's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Proposer may use leased employees if the Proposer ensures that all workers who access the job site are employees covered by the employee leasing company and no non-employees are permitted to access the job site. Any Proposer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida, and all insuring companies are required to have a minimum rating of "A" according to the A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Proposer shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Proposer shall provide the City with written notice of cancellation, non-renewal, or any other changes in coverage no later than ten (10) days prior to the effective date of the change. **The City reserves the right to increase insurance coverage as determined for higher-risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.**

36. INVOICES AND PAYMENTS

All invoices shall be sent to: City of Crestview, Accounts Payable, P.O. Box 1209, Crestview, Florida, 32536. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Proposer offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the proposal form for construction services.

37. IRREVOCABILITY OF RESPONSES

Each Proposer agrees that responses shall remain open until the effective date, not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Proposer.

38. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Responses received after the response due date and time are late and shall not be considered. Modifications received after the response due date are also late and shall not be considered. Letters of withdrawal received after the response due date are late and shall not be considered.

39. LEGAL REQUIREMENTS

The applicable provision of all federal, state, county, and local laws, and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all responses received in response hereto and shall govern any and all claims and disputes which may arise between the person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees, and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

40. LICENSES, PERMITS AND TAXES

The Proposer shall comply with all rules, regulations, laws, and permitting requirements of the City, Okaloosa County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Proposer shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

41. LOCAL PREFERENCE

In accordance with the City of Crestview Purchasing Manual, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses pursuant to Section 6, G, Revised February 17, 2021. Misrepresentation is prohibited. Any business that misrepresents the local preference status of its firm in a proposal or bid submitted to the city shall lose the privilege to claim preference status and shall lose eligibility to claim local preference status for a period of one year. Although the City's Purchasing Manual allows for local preference as set forth above, the City reserves the right to make any award based on the best interest of the City. Nothing herein prohibits the award of a contract to a non-local business.

42. NON-DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the Contractor under this section include the solicitation for purchase of goods or services or the subcontracting of work in performance of this contract.

43. NON-PERFORMANCE

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

44. NOTICE TO CONTRACTOR

The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

45. INTENTIONALLY OMITTED

46. PRE-PROPOSAL MEETING(S)

The City Clerk shall determine if a pre-proposal meeting (or meetings) is required and provide the date, time, and location to all Proposers. The meeting shall normally be held in the Council Chambers, located on the first floor of City Hall, 198 North Wilson Street, Crestview, Florida. A site visit may be included and shall immediately follow. Attendance at the pre-proposal meeting is normally non-mandatory. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly.

47. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of, responses; re-advertise the Solicitation for new responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the responses received as a result of the Solicitation, or to accept that response which best serves the interest of the City.

48. INTENTIONALLY OMITTED

49. PROTECTION

Precautions shall be exercised at all times for the protection of persons (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, flowers, etc., shall be protected against damage or interrupted service at all times by the Proposer during the term of the contract, and the Proposer shall be held responsible for any damage to the property occurring by reason of his operation on the property.

50. PUBLIC ENTITY CRIMES

In accordance with Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Proposer 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 bids 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted Proposer list.

51. PUBLIC RECORDS COMPLIANCE

The Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 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.
- d. Meet all requirements or retain public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with a public records request shall constitute a material breach of the contract.

[Remainder of this page left intentionally blank]

52. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Proposer to submit in order to prequalify for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This legislation amends Florida's Public Records and Sunshine Laws by expanding "exemptions" applicable to bids, proposals, and replies to sealed competitive solicitations and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes, were amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Proposers will not be able to procure a copy of their competitor's proposals until an intended decision is reached or 30 days have elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes, was amended to provide that meetings of persons appointed to evaluate proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a Proposer or where a Proposer answers questions. In other words, neither Proposers nor the public will be permitted to sit in on meetings unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Proposers, but the new law limits public attendance to portions of such meetings.

53. **QUESTIONS, INTERPRETATIONS**

Questions regarding the interpretation of responses, Solicitation results, or Solicitation awards shall be directed in writing to the City Clerk and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Crestview shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given.

54. **RECORDS/AUDIT**

The Proposer shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy, and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records that relate to any litigation, appeals, or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

55. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Proposers may be required to submit additional information which the City may deem necessary to further evaluate the Proposer's qualifications to perform under the terms of the Solicitation and subsequent Contract.

56. REVIEW OF RESPONSES/SUBMISSIONS

Each response will be reviewed to determine if the response is responsive to the submission requirements outlined in the Solicitation. A responsive response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your response non-responsive.

57. RIGHT OF NEGOTIATION RFP/RFSQ/ITN (N/A for ITBs)

The City reserves the right to negotiate with the selected Proposer the exact terms and conditions of the Contract.

58. RIGHT OF WITHDRAWAL

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the response due date.

59. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

All responses, inquiries, or correspondence relating to or in reference to a Solicitation and all reports, charts, and other documentation submitted by Proposers shall become the property of the City when received.

60. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Proposers shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the services offered.

61. SEPARATION AND DISTRIBUTION

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

62. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase, or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications, and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

63. SIGNATURE REQUIRED

All responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

64. SIGNED RESPONSE CONSIDERED AN OFFER

The signed response is considered an offer on the part of the Proposer, which offers shall be considered accepted upon approval by the City of Crestview City Council (if required). The City of Crestview will issue a purchase order or a letter of authorization to the successful Proposer as authorization for delivery of the items or services awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Proposer after such acceptance, the City may take such action as it deems appropriate, including legal action for damages or specific performance.

65. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Proposer shall use the Solicitation forms supplied by the City Clerk. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Proposer's authorized representative. Responses containing erasures or corrections must be initialed by the Proposer in ink. Responses shall be submitted by mail or hand delivery only. No response will be accepted by facsimile transmission, e-mail, or other electronic delivery. Responses submitted by mail shall be addressed to: City Clerk, Crestview City Hall, 198 N. Wilson Street, Crestview, Florida 32536. Responses submitted by hand delivery shall be delivered to: City Clerk, Crestview City Hall, 198 North Wilson Street, Crestview, Florida 32536. Responses will be accepted until 2:00 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope, or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All responses deemed non-responsive will be returned to the Proposer and will not be opened. Proposals (Envelope/Package) shall contain eight (8) original copies of the proposal and eight electronic copies of the proposal. The envelope/package shall be clearly marked on the outside to include the project name, proposal number, and name of the Proposer.

66. STATE LICENSING REQUIREMENTS

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Proposer shall have met the license, certification, and any other requirements of the state, county, city, and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Proposer shall provide follow-up evidence that the Proposer maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Proposer/Responder to do business in the State of Florida or other evidence of legal authority to do business in the state, county, city, and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer, as evidenced by entity records.

67. SUBCONTRACTING

The Proposer will not sub-contract or enter into any subcontracting agreements pertaining to this contract without obtaining written approval from the City of Crestview.

68. TAXES

The City of Crestview is exempt from all federal excise, state, and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Crestview City Clerk.

69. TERMINATION

The City of Crestview reserves the right to terminate the contract for default if the Proposer breaches any of the terms therein, including warranties of the Proposer, or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Crestview may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Proposer with written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Proposer.

70. TERMINATION NOTICE

The City of Crestview may terminate the contract without cause or for convenience upon ninety (90) days' written notice.

71. USE OF SOLICITATION FORMS

The Proposer shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with a "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner, or sole proprietor of the entity making the response. The original response and each copy submitted shall contain an original signature on the Proposer's Acknowledgement Form contained in each Solicitation.

72. VARIANCES

For purposes of response evaluation, Proposers must indicate any variances, no matter how slight, contained in the response. No variations or exceptions by a Proposer will be considered or deemed a part of the response submitted unless such variances or exceptions are listed in the response and referenced in the space provided on the response pages. If variances are not stated or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions, and specifications. By receiving a response, the City does not necessarily accept any variances contained in the response. All variances submitted are subject to review and approval by the City. If any response contains material variances that, in the City's sole opinion, make that response conditional in nature, the City reserves the right to reject the response or part of the response that is declared, by the City, as conditional.

73. WAIVER OF IRREGULARITIES

The City of Crestview reserves the right to waive and/or reject any non-substantial irregularity in responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive responses will be considered. However, the City reserves the right to waive formalities or informalities in responses, to reject, with or without cause, any or all responses or portions of responses, or to interview or not interview individual Proposers, and to accept any responses or portions of responses deemed to be in the best interest of the City.

[Remainder of this page left intentionally blank]

SECTION 5 – SUPPLEMENTAL TERMS AND CONDITIONS

1. Duration of Contract, Commencement of Work

The City of Crestview is requesting proposals for an initial **five (5) year contract term** commencing on **October 1, 2023**, and terminating on **September 30, 2028**, with the option of one- 5-year renewal term. The time between the bid opening and October 31, 2021, is intended to provide the Contractor with sufficient time to implement a Transition Plan, providing for an orderly, coordinated change of service providers, notice to customers of any change in service or schedule, obtain all necessary resources and prepare efficient collection routes. The Contractor shall be responsible for the provision of all residential collection services beginning October 1, 2023. The City Manager or his/her designee will perform monitoring of service.

2. Proposer as Independent Contractor

It is expressly agreed and understood that the Proposer is, in all respects, an Independent Contractor as to the work notwithstanding. In certain respects, the Proposer is bound to follow the direction of designated City officials; however, the Proposer is in no respect an agent, servant, or employee of the City. The contract specifies the work to be done by the Proposer, but the method to be employed to accomplish this work shall be the responsibility of the Proposer unless otherwise provided in the contract.

3. Subcontracting and Assignment

The contract or any portion thereof shall not be subcontracted except with the prior written consent of the City, which may be withheld for any reason or for no reason. This contract is not assignable or transferable without the prior written consent of the City, which may be withheld for any reason or for no reason. If the City approves an assignment, the City shall be paid a lump sum payment of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** as an assignment service charge from the Proposer or the Proposer's surety obligated on the performance and guarantee bond, to be paid on or before the City executes any consent to assignment. For purposes of this section, an assignment of the contract shall mean (a) a transfer of ownership of a majority of the outstanding stock of the Proposer in one or a series of transactions, (b) a transfer of all or substantially all of the Proposer's assets or (c) a transfer of this contract by way of an asset purchase agreement, assignment agreement or similar instrument. This provision does not apply to a change in the name of the Proposer as long as there is no change in the ownership.

4. Supervision of Contract Performance

The City's Representative shall supervise the Proposer's performance of this contract. If at any time during the life of the contract, performance is unsatisfactory to the City, the Proposer, upon notification by the City, shall increase the force, tools, and equipment within ten (10) days of said notice, as needed to properly perform this contract. The failure of the City to give such notification shall not relieve the Proposer of his obligation to perform the work at the time and the manner specified by this contract.

5. Inspection of Work

The Contractor's performance of this agreement shall be supervised by the City's Representative. The Contractor shall provide the City's Representative with every reasonable opportunity to ascertain whether or not the work performed is in accordance with the requirements of this agreement. The Contractor shall designate, in writing, a person to serve as a liaison between the Contractor and the City.

6. Disagreements

It is recognized that disagreements may arise between the City and the Contractor with regard to the collection of certain items due to the interpretation of the specific language in the contract. In the event disagreements arise and refuse needs to be collected and disposed of, the City may notify the Contractor of the location of refuse, and it shall be the duty of the Contractor to remove all such refuse within three (3) days of the notice. Should the Contractor fail to remove the refuse, the City will remove the refuse, and the City shall deduct costs incurred from the next scheduled payment.

7. Schedule of Payments

The Contractor shall prepare the invoice and submit to the City any documentation of additional charges reflected on the invoice. Invoices will be paid by the City within 45 days after approval by the City's Representative.

8. City Manager to be Final Decision

To prevent misunderstandings and any litigation, the City Manager or designee shall decide any and all questions that may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, and the interpretation of the contract provisions and the acceptable fulfillment of the contract on the part of the bidder. The City Manager or designee will also determine whether or not the amount, quantity, character, and quality of the work performed is satisfactory, and said determination shall be final, conclusive, and binding upon both the City and the bidder. The City Manager or designee shall make such explanation as may be necessary to complete, explain or make definite the provisions of this contract, and his findings and conclusions shall be final and binding upon both parties.

9. Operation During Dispute

In the event the City has not canceled the contract in accordance with the terms provided herein, after City Manager acting as Referee, as set forth in Section VII, hereinabove, and there remains a dispute between the Proposer and the City, then the Proposer agrees to continue to operate and perform under the terms of this contract according to the City's interpretation while said dispute is pending, and agrees that in the event a suit is filed for injunction or other relief to continue to operate the system according to the City's interpretation until the final adjudication of the court.

10. Cooperation Required

The Contractor shall cooperate with authorized representatives of the City in every reasonable way in order to facilitate the progress of the work contemplated under this contract. The Contractor shall assign a supervisor to work in the City during all hours of operation in the City limits. The supervisor shall be available to the City's representative at all times during normal working hours.

11. Handling Complaints

The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. The Contractor shall maintain a telephone listing in the name of the business and provide an answering service for those customers during collection hours Monday through Saturday.

- a. All requests and complaints shall be logged to indicate the name and address of the complainant, the nature of the request or complaint, and disposition of the request or complaint. All requests or complaints, whether received in person, by mail or telephone, shall be recorded in an electronic filing system. All requests or complaints received by the Contractor's personnel shall be recorded in an electronic filing system, and reports submitted to the City's representative by 9:30 AM & 3:30 PM of each workday with an explanation of the action taken to resolve.
- b. Complaints received before 12:00 noon shall be serviced before 5:00 p.m. the same day; complaints received after 12:00 noon shall be serviced by 12:00 noon the following day. However, complaints received on Fridays, regardless of the time received, must be serviced by 5:00 p.m. on the same day. For each month in which the number of unresolved, legitimate complaints, whether related to garbage, recycling, yard waste collection, or any other cause, reaches ten (10) or more, the City shall be entitled to claim liquidated damages of one hundred dollars (\$100.00) per complaint. Each complaint shall be considered legitimate unless a satisfactory disposition of the claim is furnished within the time limit specified in this paragraph.

c. Any accidents or property damage within the City limits shall be reported to the City’s representative within twelve (12) hours of the accident or property damage. The Contractor shall also provide a follow-up report of action taken after each accident or property damage incident.

12. Liquidated Damages

The parties agree that actual damages for certain non-performance by the contract provider are difficult to ascertain. As such, the below schedule of liquidated damages shall apply to the non-performance issues identified below, not as a penalty for non-performance but as a reasonable liquidated damages rate for the indicated deficiencies. Should the provider fail and/or refuse to pay liquidated damages upon receipt of notice from the City, the City shall, in addition to the amounts provided in other provisions of this contract, be entitled to claim against the performance bond of the Proposer or deduct from the next regularly scheduled payment to the Proposer:

Legitimate complaints, ten (10) or more \$100 per incident, incl. first ten (10) per month.

Back-to-back complaints at the same address (monthly) \$100.00 per incident

Collection of Commercial, Residential Solid Waste and/or recyclables before or after contract times. \$300 per incident

Co-mingling solid waste with vegetative waste, recyclable materials, C & D materials, or other waste materials. \$500 per incident

Failure to clean up spillage in accordance with contract provisions. \$150 per incident

Failure to replace damaged container within seven (7) days, two (2) days for residential. \$300 per incident

Failure to return containers or garbage receptacles to original location. \$25 per incident

Failure to repair damage to public or private customers’ property within seven (7) days. \$200 per incident

Failure to provide clean, safe and sanitary equipment at the beginning of the work schedule. \$200 per incident

Failure to maintain office hours as required with authorized, trained personnel. \$250 per day

Equipment Operator not properly licensed. \$500 per incident

Failure to provide documents, reports, or any request for information in a timely and accurate manner.	\$100 per day
Failure to cover materials, if appropriate, on collection vehicles.	\$250 per incident
Name and phone number not displayed on equipment or containers.	\$100 per incident
Failure to comply with employee roster and proper uniforms.	\$150 per incident
Not providing current schedule and route maps annually.	\$200 per incident
Using improper equipment to service commercial or residential customers.	\$50 per incident
Failure to respond to complaints and customer calls in a timely and appropriate manner.	\$200 per incident
Failure to complete a route on the regular collection day.	\$250 for each route per day not complete \$500 per incident
Failure to provide proper notification prior to Residential route changes.	
Failure to follow established reporting operations or administrative procedures.	\$150 per incident
Use of contract-dedicated primary collection vehicles outside corporate limits of the City.	\$500 each occurrence
Vehicles interfering with traffic or left unattended on the street.	\$250 each occurrence
Failure to have recycle bins in stock and available for pick-up by residents.	\$500 per day

For clarification purposes, "Per Incident" is defined as each time the incident occurs.

13. Customer and Operational Information

- a. The Proposer shall provide monthly reports to the City Representative regarding the tonnage of refuse by type (garbage, recycling, and yard waste) collected within the City by route per day.

b. All monthly reports shall be submitted to the City's representative no later than the 10th day of each month. Additional reports may be required throughout the contract period and each will be scheduled with a due date.

[Remainder of this page left intentionally blank]

ATTACHMENT #1
CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP) 23-04-18-PS
PROPOSAL FOR "SOLID WASTE COLLECTION AND DISPOSAL SERVICES"

SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, or Contract

2. This sworn statement is submitted by _____ and (if applicable) Federal Employer Identification Number (FEIN) is ____ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is _____ and my relationship to the entity named above is _____

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction," as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate," as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person or a pooling of equipment or income among persons when not for fair market value under a length agreement shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

___ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature)

Date: _____

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of physical appearance or online notarization, this _____ day of ___ 20___, by _____ who is personally known to me or has produced _____ as identification.

Notary Public
My Commission expires:

ATTACHMENT #2
CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP) 23-04-18-PS”
PROPOSAL FOR “SOLID WASTE COLLECTION AND DISPOSAL SERVICES”

_DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented 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 occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is 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 this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

NAME (TYPED OR PRINTED): _____

**ATTACHMENT #3
CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP) 23-04-18-PS
PROPOSAL FOR "SOLID WASTE COLLECTION AND DISPOSAL SERVICES"**

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity, or his/her spouse or child own more than 5% of the bidder/Proposer's interest?

YES _____

NO _____

Does any City employee acting as a purchasing agent or City public officer acting in official or private capacity hold any employment or contract with the bidder/Proposer?

YES _____

NO _____

If either question number 1 or 2 above has been answered YES, does the bidder/Proposer assert any exemptions related to prohibited employment & business relationships?

YES _____

NO _____

If YES, please describe the following:

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

**ATTACHMENT #4
CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP) 23-04-15-PS
PROPOSAL FOR "SOLID WASTE COLLECTION AND DISPOSAL SERVICES"**

LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

CONSULTANT'S Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Email address

DATE

**ATTACHMENT #5
CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP) NO. 23-04-18-PS
PROPOSAL FOR "SOLID WASTE COLLECTION AND DISPOSAL SERVICES"**

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the Request for Proposals for RFP No. 23-04-18-PS "SOLID WASTE COLLECTION AND DISPOSAL SERVICES" FOR THE CITY OF CRESTVIEW, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication, or agreement with any employee or consultant to the City who has worked on the development of this RFP or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication, or agreement with any other firm or parties, for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.
4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

Name and Title

ATTACHMENT #6
CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP) NO. 23-04-18-PS
PROPOSAL FOR “SOLID WASTE COLLECTION AND DISPOSAL SERVICES”

PUBLIC ACCESS FORM

_____, as Proposer, shall comply with the requirements of Florida’s Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- a) Keep and maintain public records required by the public agency in order to perform the service.
- b)
- c) Upon request from the public agency’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 under Florida’s Public Records Law or as otherwise provided by law.
- d) 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 this contract if the Contractor does not transfer the records to the public agency: and
- e) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- f) 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 Agreement, the Contractor shall contact the Custodian of Public Records at:
 - Maryanne Schrader, City Clerk
 - City of Crestview
 - 198 North Wilson Street
 - P.O. Box 1209
 - Crestview, Florida 32536
 - (850) 682-1560 Extension 250
 - cityclerk@cityofcrestview.org

g) In the event the public agency must initiate litigation against the Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because the Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

Signature

[Remainder of this page left intentionally blank]

**ATTACHMENT #7
PERFORMANCE BOND**



FRANCHISEE (name, principal place of business, and phone number):

SURETY (name, principal place of business, and phone number):

CITY:

City of Crestview, Florida
Attn: Public Services Director
198 N. Wilson St.
Crestview, FL 32539

BOND No.: _____

Date: _____

Amount: \$3,000,000.00

KNOW ALL MEN BY THESE PRESENTS that we, _____ (hereinafter "FRANCHISEE"), as Principal, and _____ hereinafter ("SURETY"), as Surety, are held and firmly bound unto the City of Crestview, Florida (hereinafter ("CITY"), as Obligee, in the amount of Three Million Dollars (\$3,000,000.00), for the payment whereof FRANCHISEE and SURETY bind themselves, their heirs, executors, Directors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, a franchise has been issued to the FRANCHISEE by the obligee, pursuant to the terms and conditions set forth in the Franchise Agreement and the City's Code of Ordinances; and

WHEREAS, the SURETY has carefully considered the FRANCHISEE's obligations and duties pursuant to the Franchise Agreement and the City's Code of Ordinances; and

WHEREAS, the CITY's award of the franchise to the FRANCHISEE is contingent upon the execution of this bond (hereinafter "BOND") and these presents.

NOW, THEREFORE, the FRANCHISEE AND SURETY, agree to the following terms and conditions:

1. The SURETY, for value received, as hereby acknowledged, stipulates and agrees that no change, alteration, or addition to the terms of the franchise or to the work to be performed thereunder or the requirements for the same shall in any way affect the SURETY's obligations on the BOND, and SURETY

does hereby waive notice of any change, alteration, or addition to the terms of the franchise or to the work.

2. The SURETY, for value received, as hereby acknowledged, further stipulates and agrees that it will pay the CITY all losses, damages, expenses, costs, liquidated damages, and attorneys' fees, including fees incurred in appellate proceedings, the CITY sustains because of FRANCHISEE's failure to faithfully perform and comply with all of the terms and conditions set forth in the Franchise Agreement and the City's Code of Ordinances, and any other applicable law, ordinance or resolution governing the issuance of the franchise, and FRANCHISEE's obligations thereunder, up to the maximum amount of the BOND.
3. In the event that the FRANCHISEE defaults in the performance of any of the terms and conditions set forth in the Franchise Agreement or the City's Code of Ordinances, and any other applicable law, ordinance or resolution governing the issuance of the franchise, and FRANCHISEE's obligations thereunder, the CITY shall promptly give notice of such default to the SURETY in writing by certified mail, return receipt requested, addressed to the SURETY at its principal place of business, as identified above.
4. In the event that the FRANCHISEE defaults in the performance of any of the terms, covenants, or conditions of the Franchise Agreement, the SURETY shall remedy the default or otherwise satisfy its obligations under this BOND.
5. In the event there is a failure to perform the conditions of this obligation, the CITY may bring any and all actions, suits, or proceedings, or otherwise take such steps as it deems appropriate, to enforce the obligation of the SURETY, and the CITY may do so without joining the FRANCHISEE in any such actions, suits, or proceedings. Thereafter, whether judgment is obtained against the SURETY or not, successive actions can be brought against the FRANCHISEE, and this BOND shall remain a continuing obligation on the part of the SURETY and the FRANCHISEE until the conditions of this BOND have been fully performed, including the resolution of third party lawsuits.
6. It is understood and agreed that the obligation of the FRANCHISEE under this BOND continues from day to day until paid, and a new cause of action arises thereon daily with the result that the statute of limitations of the State of Florida does not run against the entire claim. The obligation of the SURETY under this BOND, therefore, continues in this manner, and no action, suit, or proceeding against the FRANCHISEE or the SURETY hereunder shall be barred, except under such conditions as would bar it under the said statute of limitations.
7. Any proceeding, legal or equitable, under this BOND shall be instituted only in a state court of competent jurisdiction in Okaloosa County, Florida, and shall be instituted within the statute of limitations after the FRANCHISEE's default or within the statute of limitations after the SURETY refuses or fails to perform its obligations under this BOND, whichever occurs later. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Florida shall be applicable.
8. Notices to the SURETY, the CITY, and the FRANCHISEE shall be mailed or delivered to the addresses shown above.
9. The SURETY represents and warrants to the CITY that it has a rating of "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety; (b) it is listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds; (c) it has been in business continuously for at least five years; and (d) it will not cancel, alter, or not renew this BOND without providing at least 180 days advance notice to the CITY.

FRANCHISEE AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date

Witnesses:

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

FLORIDA RESIDENT AGENT FOR SURETY

Printed Name

Address

Phone

NOTE: Power of attorney and certification of authority for issuance and current status thereof for Attorney-in-Fact and for Surety Company must be attached. Proof that Surety is licensed to transact business in the State of Florida must be submitted with this Bond.

**Attachment 8
BID BOND**



KNOW ALL PERSONS BY THESE PRESENTS, that we, _____ (hereinafter called "Principal"), and _____ as Surety (hereinafter called "Surety"), are held and firmly bound unto the City of Crestview, Florida (hereinafter called "Owner"), in the sum of \$500,000.00 in lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

WHEREAS, the Principal contemplates submitting or has submitted a bid or proposal (the "Bid") to Owner for:

RFP 23-04-28-PS SOLID WASTE COLLECTION AND DISPOSAL SERVICES

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check or Bid Bond in the amount of be submitted with said Bid as a guaranty that the Principal would, if awarded the contract, enter into a written contract with Owner and furnish a Performance Bond in an amount equal to \$3,000,000.00 for the performance of said contract, after written notice being awarded said contract by Owner.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Bid of the Principal herein be accepted and said Principal, within ten consecutive calendar days after written notice being given of such acceptance, enters into a written contract with Owner, and furnishes a Performance Bond satisfactory to Owner, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to Owner, and the Surety herein agrees to pay said sum immediately upon demand of said Owner, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

[Remainder of this page left intentionally blank, signatures are on the following page]

IN WITNESS WHEREOF, the said Principal and the said Surety have duly executed this bond the _____ day of _____, 20____.

PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Witnesses:

Signature

Signature

Printed Name

Printed Name

Signature

Signature

Printed Name

Printed Name

FLORIDA RESIDENT AGENT FOR SURETY

Printed Name

Address

Phone

NOTE: Power of attorney and certification of authority for issuance and current status thereof for Attorney-in-Fact and for Surety Company must be attached. Proof that Surety is licensed to transact business in the State of Florida must be submitted with this Bond.

Attachment 9

NONCOLLUSION AFFIDAVIT



STATE OF _____ COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He (it) is the _____, of _____, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Sworn and subscribed to before me this ____ day of _____, 20__, in the State of _____, County of _____.

_____ Notary Public

My Commission Expires: _____

Proposed Rate Sheet Form

Residential					
	Solid Waste	Recycling	Yard Waste	Franchise Fee	Total
Base Proposal					
Alternate 1					
Alternate 2					
Alternate 3					

Commercial monthly service Rates			
Bin Size/ Frequency	Base Rate	Franchise Fee	Total
1 Cubic Yard			
1 per week			
2 per week			
3 per week			
4 per week			
5 per week			
2 Cubic Yard			
1 per week			
2 per week			
3 per week			
4 per week			
5 per week			
3 cubic yard			
1 per week			
2 per week			
3 per week			
4 per week			
5 per week			
4 cubic yard			
1 per week			
2 per week			
3 per week			
4 per week			
5 per week			
6 cubic yard			
1 per week			
2 per week			
3 per week			
4 per week			
5 per week			

Commercial 96 Gallon Hand Cart			
1 per week			
2 per week			
3 per week			
Miscellaneous charges			