

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLI NO. 22-005

Southwest Ranches Council
Mayor Steve Breitzkreuz
Vice Mayor Bob Hartmann
Jim Allbritton
David S. Kuczenski
Gary Jablonski

Town Administrator
Andrew Berns



REQUEST FOR LETTERS OF INTEREST (RLI)

RLI No. 22-005

Town of Southwest Ranches
is seeking proposals for:

DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION, PROCESSING & DISPOSAL SERVICES

Date issued/available for distribution: Monday, November 15, 2021

Proposer shall submit ONLINE using the Demandstar.com E-bidding platform at www.Demandstar.com. The complete submittal must be received by the Office of the Senior Procurement and Budget Officer no later than **Tuesday, December 21, 2021 at 11:00 a.m. local time**. See Section 1.7 for submission instructions.

Non-Mandatory Pre-Proposal Conference: Monday, November 29, 2021 at 11:00 a.m. local time. See Section 1.3, of this RLI for the location of the Pre Proposal Conference.

NOTE: To avoid the appearance of conflict of interest or favoritism, the proposer selected to prepare the RFP specifications pursuant to this RLI shall not be eligible to render services as a solid waste provider

CAUTION

Amendments to this Request for letters of interest will be posted on the Southwest Ranches Procurement Department's website page, which can be accessed at <http://southwestranches.org/procurement>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our system. It is Proposer's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for submission of Proposal.

Southwest Ranches shall not be responsible for the completeness of any RLI document, amendment, exhibit or attachment that was not downloaded from the system or obtained directly from the Procurement Department.

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IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED
IN AN ALTERNATIVE FORMAT.

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REQUEST FOR LETTERS OF INTEREST (RLI)

ALL INTERESTED PARTIES:

The Town of Southwest Ranches, Florida, hereinafter referred to as TOWN, will receive sealed Letters in response to this Request for Letters of Interest (RLI) together with the information and documents required and as referenced herein and any other information relative to the experience, expertise or proficiency of the Proposer, via DemandStar.com E-bidding platform, until **11:00 a.m., local time, and opened on Tuesday, December 21, 2021**, for furnishing the services described below:

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To better manage document disbursement for the Proposal process, the Town will make Proposal documents available on the Southwest Ranches Procurement Department's web page which can be accessed at:

<http://southwestranches.org/procurement>

To review the Proposal documents for this project, go to the above URL and click on the project hyperlink. The documents for this project are also available on Demandstar.com. Contractors may download and print the Proposal documents or contact Venessa Redman at (954) 343-7467, or e mail at vredman@southwestranches.org.

All Proposals shall be submitted in accordance with General Provisions, Section 2 and accompanied by the documentation referenced therein, at a minimum.

Responses to this RLI must be Submitted online using the www.Demandstar.com E-bidding platform. A public opening will take place at **11:00 a.m., local time, on Tuesday, December 21, 2021**, in the TOWN's main conference room located at Town Hall on the same date. Facsimile submittals will not be accepted. Any responses to this Request for Letters of Interest received after **11:00 a.m. local time on Tuesday, December 21, 2021** will NOT be accepted under any circumstances. Any uncertainty regarding the time a Letter is received will be resolved against the Proposer. **The offerors' price proposals shall be submitted in a separately sealed envelope, which will only be opened after the short listing, as set forth herein.**

The TOWN reserves the right to reject any or all responses to this Request for Letters of Interest, to waive any or all non-material irregularities and technicalities, to re-advertise, with or without changes in the scope of work, to award a contract in whole or in part, or to take any other such actions that may be deemed to be in the best interests of the TOWN. The Town may, in its sole discretion, modify the insurance requirement to the extent deemed necessary or commercially reasonable.

SECTION 1 GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Letters of Interest (“RLI”) is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida (the “Town”), by and through its Senior Procurement and Budget Officer (“Officer”). The Officer is the *sole* point of contact concerning this RLI. All communications regarding this RLI must be done through the Officer (*See* Section 1.7, Contact Person).

1.2 PURPOSE OF THE PROJECT

The Town is soliciting proposals from qualified and experienced firms for all material, labor, and supplies necessary to draft the Solid Waste RFP specifications including recycling, collection, processing & disposal services.

The Substantial Completion of the Project shall occur no later than **ninety (90) calendar days** from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than **one hundred and twenty (120) calendar days** from date of issuance of the Notice to Proceed.

1.3 NON-MANDATORY PRE-PROPOSAL CONFERENCE

The Non-Mandatory Pre-bid Conference will be held via Microsoft Teams Meeting, the link is accessible on the Town website calendar on **Monday, November 29, 2021, at 11:00 a.m.** local time. There will be a Town representative available to answer questions relative to this RLI however, proposers should not rely on any representations, statements, or explanations other than those made by this RLI or a formal Amendment to the RLI. Any questions or comments must be presented, in writing, to the Contact Person (*See* Section 1.7) prior to the date and time stated in the Timetable (*See* Section 1.5).

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least five (5) days’ notice.

1.4 QUALIFICATIONS OF PROPOSERS

Proposers shall provide a description of the firm, including the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc. Particular emphasis should be given as to how the firm-wide experience and expertise performance of similar services will be directly beneficial to the TOWN in the performance of the services subject of this RLI. Reference to other successful RFPs drafted for government agencies should be noted.

1.5 TIMETABLE

The anticipated schedule and deadline for this RLI and award is as follows:

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The anticipated schedule and deadline for this RLI and award is as follows:

Activity	Date, Time and Location
RLI available for download on website	On or about Monday, November 15, 2021 at: http://southwestranches.org/procurement or Demandstar.com
Non-Mandatory Pre-Proposal Conference	Monday, November 29, 2021 at 11:00 a.m. local time
Deadline for Written Comments/Questions	Tuesday, December 7, 2021 at 2:00 p.m. local time
Response to Written Comments/Questions	Tuesday, December 14, 2021 at 2:00 p.m. local time
Deadline for Submission of Proposals	Tuesday, December 21, 2021 at 11:00 a.m. local time via DemandStar.com sealed E-bidding ONLY
Public Opening	Tuesday, December 21, 2021 at 11:00 a.m. local time
Selection Committee meeting(s) and Oral Presentations (if necessary)	Thursday, January 6, 2022
Award Date	To be Determined

*The Town reserves the right to modify the timetable. Upon modification of the Timetable, notice will be provided to all proposers online via DemandStar.com and the Town website.

1.6 PROPOSAL SUBMISSION

It is anticipated that sealed proposals will be opened at 11:00 a.m. via Microsoft Teams Meeting, which is accessible on the Town website calendar & the Demandstar.com E-Bidding platform on **Tuesday, December 21, 2021.**

All proposals must be submitted electronically via DemandStar.com E-bidding no later than 11:00 a.m. local time on **Tuesday, December 21, 2021, 2021.** The Proposal Response Forms, included in the appendix, must be signed by an officer of the proposing entity or other authorized person.

The submission of a signed Proposal by a Proposer will be considered by the Town as constituting a legal offer by the Proposer to provide services required by this RLI at the proposed price identified therein.

No proposals will be accepted after the deadline for submission of proposals or at any location other than the location designated in this RLI.

Facsimile or email submittals will not be accepted. Proposals delivered or received after 11:00 a.m. local time on the above referenced date will not be accepted under any circumstances. Any

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uncertainty regarding the time a Proposal is delivered or received will be resolved against the Proposer.

1.7 CONTACT PERSON

The individual designated as “Contact Person” for this RLI is:

Venessa Redman, Sr. Procurement & Budget Officer
13400 Griffin Road
Southwest Ranches, Florida 33330
Phone: 954-343-7467
Fax: (954) 434-1490
Email: vredman@southwestranches.org

1.8 PROCUREMENT CODE

Article IX of the Town’s Code of Ordinances establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures which frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system which provides quality, integrity and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the town.

In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town.

1.9 CONE OF SILENCE

The Cone of Silence means a prohibition on any communication regarding this RLI between a potential vendor, service provider, proposer, bidder, lobbyist, or proposer and the Town Council members, the Town's professional staff, including, but not limited to, the Town Administrator and his or her staff, or any member of the Town's selection or evaluation committee and the procurement consultant. See Article IX, Sec. 2-208(c) for additional information, including permitted exceptions to the Cone of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this RLI and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the administrator, staff or committee for further review, the Cone of Silence shall be re-imposed until such time as the administrator makes a subsequent written

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recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event the Town Administrator cancels the solicitation.

Prior to an award, violation of this the Cone of Silence shall result in the disqualification of the proposer from further consideration. Discovery of a violation after an award by a particular proposer shall render any RLI award to said proposer voidable by the town, and in the Town's sole discretion.

1.10 PUBLIC OPENING

A public opening, of sealed Proposals, will take place on **Tuesday, December 21, 2021**, at 11:00 a.m. local time via Microsoft Teams Meeting, which is accessible on the Town website calendar. The identity of the Proposers shall be read aloud. However, no additional information set forth in the Proposal shall be made public until the time of a notice of an “Recommendation of award” or 30 days from the Proposal Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

In the award of a Contract pursuant to this RLI, the services shall be provided on a “non-exclusive” basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town’s discretion.

1.11 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via e-mail, or U.S. Mail no later than **Tuesday, December 7, 2021**, to the address listed in this RLI Timetable (*See* Section 1.5) or fax number or e-mail address listed for the Contact Person (*See* Section 1.7). The request must contain the RLI number, proposer’s name, address, phone number, and e-mail address.

Changes to this RLI, when necessary, will be completed by written Amendment(s) issued prior to the deadline for submission of proposals. The proposer should not rely on any representations, statements, or explanation other than those made by this RLI or in any amendment to this RLI. Where there appears to be a conflict between this RLI and any amendment issued, the last amendment issued shall prevail.

Amendments to this RLI will be posted on the Town of Southwest Ranches website which can be accessed at <http://southwestranches.org/procurement/> and the DemandStar.com E-Bidding platform

It is the sole responsibility of the proposer to routinely check for any amendments which may have been issued prior to the deadline for submission of proposals. The Town shall not be responsible for the completeness of any RLI package not downloaded from this website or received directly from the Department. A proposer may verify with the designated Contact Person (*See* Section 1.7), that proposer has received all amendments to this RLI prior to the submission of its proposal.

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Proposers should not rely on any oral representations, statements, or explanations other than those made by this RLI or a formal amendment to RLI.

1.12 DISCLAIMER

All documents and information, whether written, oral or otherwise, provided by the Town, relating to this RLI, are being provided solely as an accommodation and for informational purposes only, and the Town is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The Town shall have no liability whatsoever relating to such documents and information. Parties shall not be entitled to rely on such documents and information but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any proposer to examine, inspect and be knowledgeable of the terms and conditions of RLI, or any other relevant documents or matters, shall not relieve the selected proposer from fully complying with this RLI.

The Town reserves the right to reject any or all portions of any Proposal, to reject all Proposals, to waive any informality, non-material irregularity or technicality in any Proposal, to re-advertise for Proposals, or take any other such actions that may be deemed to be in the best interest of the Town.

1.13 NOTICE TO PROCEED

It is recommended that Proposer attend a non-mandatory pre-proposal conference (*See* Section 1.5).

Proposer shall be instructed to commence work by written instructions by the Town Administrator or his designee by issuance of a Notice to Proceed. The Notice(s) to Proceed will not be issued until proposer submits to the Town all required bonds, insurance certificates and/or other documents and after execution of the Contract by both parties.

Proposer shall furnish sufficient forces and equipment and shall work such hours, including overtime operations, as may be necessary to timely perform the work in accordance with the Agreement. If proposer falls behind the progress schedule, Proposer shall take such steps as may be necessary to improve its progress by increasing the number of shifts, overtime operations, and days of work as may be required, at no additional cost to the Town.

SECTION 2

TERMS AND CONDITIONS

2.1 ADHERENCE TO REQUIREMENTS

Proposer guarantees its commitment, compliance, and adherence to all requirements of this RLI by submission of its proposals.

2.2 MODIFIED PROPOSAL

Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for submission of proposals specified in the RLI Timetable (See Section 1.5). The Town will only consider the latest proposal submitted.

2.3 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn, only by written notification to the Town, prior to the opening of Proposals (See Section 1.5). After the opening of Proposals, they shall be irrevocable for a period of ninety (90) days. Unless withdrawn, as provided in this section, a Proposal shall be irrevocable until the time that a Contract is awarded. Proposers who unilaterally withdraw a Proposal, without permission of the Town, prior to the expiration of ninety (90) day time-frame may be debarred and are subject to forfeiture of the Proposal Security.

2.4 LATE PROPOSAL, LATE MODIFIED PROPOSAL

Proposals and/or modifications to proposals received after the deadline for submission of proposals specified in the RLI Timetable (See Section 1.5) shall NOT be considered.

2.5 RLI POSTPONEMENT/CANCELLATION

Notwithstanding any provision of this RLI to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all proposals; commence a new solicitation process; postpone or cancel this RLI process; and/or waive any non-material irregularities in this RLI or the proposals received as a result of this RLI. In addition, the Town of Southwest Ranches Town Council may reject any proposal prior to award.

Failure on the part of the awarded Proposer to comply with the terms of this RLI, to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Proposal security. In that event, the Town may proceed to award the contract to the next best value Proposer, or to re-advertise the project, in its sole discretion

2.6 COSTS INCURRED BY PROPOSER

All expenses incurred with the preparation and submission of a proposal to the Town, or any work performed in connection therewith, shall be borne by the proposer.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposer is hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after the opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the “Public Records Law” and the “Government in the Sunshine Law” respectively.

2.8 RIGHT TO PROTEST

For purposes of this RLI, the term “Purchasing Code” shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Code. Section 2-213 of the Code is hereby incorporated into this RLI by reference (“Bid Protest”). By responding to this RLI, the proposer agrees that the Bid Protest procedures set forth in the Code are applicable to this RLI and shall comply with said procedures.

Any proposer may protest a recommendation of award, by submitting a written protest with the required fee within five (5) business days after posting the Notice of Award Recommendation. Protests must be submitted in writing, addressed to the Senior Procurement and Budget officer at 13400 Griffin Road, Southwest Ranches, FL 33330 and delivered via hand delivery, or mail.

2.9 RULES; REGULATIONS; LICENSING REQUIREMENTS

Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations which may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled “Equal Employment Opportunity” as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

2.10 CONTRACT AWARD

The contract shall be awarded to the top ranked firm which successfully negotiates a contract in accordance with the terms of this RLI and on terms that the TOWN determines is fair, reasonable and competitive.

The terms of the contract will be consistent with this RLI, the Town’s Procurement Code, and applicable law. The Selection/Negotiation Committee will negotiate a contract with the top ranked firm. If negotiations with the top ranked firm are not successful, then the Committee

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shall proceed to negotiate with the next ranked firm, unless there is an objection from the Town Council as set forth in the Procurement Code.

The rankings and/or the contract shall be prepared by the Town Attorney and ultimately subject to the approval of the Town Council.

2.11 WRITTEN CONTRACT

The successful Proposer shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this RLI, the accepted Proposal, and include a termination for convenience clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Contract shall be substantially in the form attached to this RLI, as Exhibit A. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council.

2.12 ASSIGNMENT

This RLI and any contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Proposer, and Proposer may not, either directly or indirectly, assign its rights or delegate its obligations to the Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

2.13 CANCELLATION

Failure on the part of the awarded Proposer to comply with the terms of this RLI and to execute and deliver any required Contract Documents and insurance, will result in the cancellation or rescission of the award. In that event, the Town may proceed to award the Contract to the responsive and responsible Proposer with the next highest ranking by the selection committee, or to re-advertise the RLI, in its sole discretion.

2.14 RELATION TO PARTIES

It is understood and agreed that nothing contained in this RLI or the Contract shall be deemed to create a partnership or joint venture with the Town. Proposer shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

2.15 COMPLIANCE WITH LAW

Proposer shall comply with all applicable laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction, with respect to this RLI and any contract awarded, and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

2.16 WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Proposer or any one of its employees, subcontractors or agents, or anyone else for whose actions Proposer may be responsible.

2.17 INDEMNIFICATION

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, Proposer hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorneys' fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Proposer and persons employed or utilized by Proposer in the performance of the Contract or anyone else for whose actions Proposer may be responsible, regardless of the partial fault of any party indemnified hereunder.

2.18 SECONDARY/OTHER VENDORS

The Town reserves the right, in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the RLI or any contract awarded.

2.19 DEFAULT PROVISION

In case of default by Proposer, the Town may procure the articles or services from other sources and hold Proposer/Contractor responsible for any excess costs occasioned or incurred thereby.

2.20 GOVERNING LAW

The validity of this RLI and the Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida. The location of any action or proceeding commenced under, pursuant, or relating to this RLI or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

2.21 DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this RLI, as Exhibit A. Any default under this RLI shall subject Proposer to liability for any and all damages to Town caused thereby. Proposer agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

2.22 REMEDIES FOR BREACH

Should the selected proposer fail to perform after Contract execution, the Town shall notify Proposer in writing of such failure to perform and Proposer shall have ten (10) days to cure such failure or such shorter time as may be set forth in the Contract. If Proposer fails to cure, then the Town shall have the right to immediately terminate the Contract for cause. In that event, the Town shall also be free to sue Proposer for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, and as set forth in the Contract.

2.23 PUBLIC RECORDS LAW

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information, in all or any portion, of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Proposer acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

In accordance with Florida Statutes, 119.071(1)(b)(2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. To the extent that Proposer has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071, and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RLI process, Proposer shall keep and maintain the security-sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

Proposer agrees to keep and maintain public records required by the Town to perform the service in Proposer's possession or control in connection with Proposer's performance under this RLI and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the contract term and following completion of the Contract, if Proposer does not transfer the records to the Town.

Upon completion of the Contract, Proposer agrees, at no cost to the Town, to transfer to the Town all public records in possession of Proposer or keep and maintain public records required by the Town to perform the service. If Proposer transfers all public records to the Town upon completion of the Contract, Proposer shall destroy any duplicate public records which are exempt or confidential and exempt from public records disclosure requirements. If Proposer

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keeps and maintains public records upon completion of the Contract, Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by the Town.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

2.24 CONTRACT PROVISIONS (EXHIBIT "A")

Agreement. The selected proposer will be required to execute a contract in a form and substance similar to the attached example agreement (Exhibit "A"), subject to negotiated exceptions.

Authorization to Sign. In addition to executing an agreement, the selected proposer will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Contract is authorized to legally bind the proposing entity. Additionally, if a selected proposer is a partnership, all general partners must sign the Contract and the notarized statement. If the selected proposer is a joint venture, all members of the joint venture must sign the Contract and the notarized statement.

2.25 INSURANCE REQUIREMENTS

It shall be the responsibility of the selected proposer to provide evidence of the minimum amounts of insurance coverage as specified herein. The selected proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the term of the Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered a material default of the Contract. The requirements contained herein, as well as the Town's acceptance of insurance maintained by the selected proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected proposer under the Contract.

Where a Contractor is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Bid award, the Contractor will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Contractor shall be liable for any damages or loss to the Town occasioned by negligence or intentional acts or omissions of the Bidder (or his agents) or any person or subcontractor the Bidder utilizes in the completion of his contract as a result of the Bid. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida

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Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Bid response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Bid as non-responsive or otherwise.

The Bid shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements. Prior to award and in any event prior to commencing Work, the Successful Bidder/Proposer shall provide the Town with certified copies of all insurance policies providing coverage which meets the requirements as outlined below:

2.26 WORKER'S COMPENSATION

Worker's Compensation Insurance is to apply to all employees in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws. Contractor shall carry Worker’s Compensation Insurance with the statutory limits, as required by Florida Statutes, chapter 440, as amended, which shall include employer’s liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each accident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

2.27 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

Contractor shall carry business automobile liability insurance with minimum limits of Two Hundred and Fifty Thousand Dollars (\$250,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

2.28 COMMERCIAL GENERAL LIABILITY:

Contractor shall carry Commercial General Liability Insurance with limits of not less than Two Hundred and Fifty Thousand Dollars (\$250,000) per occurrence combined single limit for bodily injury and property damage, and not less than Five Hundred Thousand Dollars (\$500,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverage’s for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

2.29 PROFESSIONAL LIABILITY

If the Bidder is to provide professional services under this agreement, the Bidder must provide the City with evidence of Professional Liability insurance with at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Consultant's operations or premises, any person directly or indirectly employed by the Consultant, and the Consultant's obligations under indemnification under this contract.

***All insurance policies shall name and endorse the following as "Additional Named Insureds":**

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator.
13400 Griffin Road.
Southwest Ranches, FL 33330

***The additional named insured endorsement shall be reflected on the Certificate of Insurance.**

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Bidders are required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided.

Failure to fully and satisfactorily comply with the Town's insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Bid award within thirty (30) days of awarding. The Bidder hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a Bid protest or sue the Town by virtue of such cancellation or rescission.

2.30 COMMENCEMENT OF WORK

The Town shall have no obligations whatsoever to any Proposer by virtue of this RLI or any negotiations conducted hereunder. The Town's obligations shall not commence until an Agreement is approved and executed by the Council. The Town will not be responsible for any work conducted by a Proposer, even if performed in good faith, if such work occurs prior to the approval and execution of the Agreement by the Town Council.

2.31 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, sexual orientation, national origin, physical or mental handicap, or marital status. Proposer shall take affirmative action to ensure all applicants are employed, and all employees are treated during their employment without regard to their race, religion, age, color, sex, sexual orientation, national origin, physical or mental handicap, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Proposer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Proposer further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this non-discrimination clause.

Proposer understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the Contract, disqualification or debarment of Proposer from participating in the Town contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.32 DISCLOSURE OF OWNERSHIP INTEREST

The Disclosure of Ownership Interest Affidavit (“DOIA”) (Appendix “C”) must be completed on behalf of any individual or business entity that seeks to do business with the Town, when applicable. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Upon request from the Department, the selected proposer shall submit a completed DOIA within a reasonable time, as requested. If the selected proposer fails to submit a completed DOIA in a timely manner, the Town, at its sole discretion, may elect to cancel the recommended award.

2.33 CONFLICT OF INTEREST

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposer must disclose, with its Proposal, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

**2.34 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION
OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC
ENTITIES**

Pursuant to the provisions of 287.133(2)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of thirty six (36) months following the date of being placed on the convicted vendor list.

Proposer shall complete the attached Sworn Statement on Public Entity Crimes (Appendix “E”), and submit it with its proposal.

**SECTION 3
SCOPE OF SERVICES**

The Town currently imposes non-ad valorem assessments, which are collected by Broward County as part of the County’s billing, for the cost of residential solid waste services. Additionally, the Town grants an exclusive franchise agreement for all its non-residential solid waste services for which the vendor invoices & collects monthly, then remits a franchise fee to the Town.

The Town is seeking a qualified consultant to review the current and proposed rate methodologies as they will affect a new solid waste contract and complete the following objectives, which may be expanded or condensed based on the recommendation of the consultant and in the Town’s discretion.

1. Evaluate existing Franchise Agreement with Waste Pro (Exhibit F)
2. Create bid specifications that articulate the Town’s requirements as per the recent 5 years of historical data that will provide reliable and efficient solid waste services and receive at a preferred minimum 3 qualified vendors through a competitive sealed bid process.
3. Create price specifications that enable efficient, effective comparison of a stable rate structure and encourage vendors to additionally include separate value added service for residents
4. Incorporate, as necessary those requests received by staff members to be included in a new solid waste contract.
5. Prepare a separate technological innovation to save resources and sustainability through “green” initiatives and innovative ideas section.

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6. Create evaluation criteria, the RFP timeline with Notices for postings, selection committee management, and list of required minimum documents for the administrative file to meet any audit or protest requirements.

The Town will ultimately decide what procurement method to use after the specifications have been prepared, meaning whether to use an Invitation to Bid (IFB), or a Request for Proposals (RFP), et cetera to procure the actual solid waste contractor.

3.1 EVALUATION OF PROPOSALS

Pursuant to the Request for Letters of Interest (RLI), TOWN is soliciting interested firms, or individuals to submit qualifications statements, performance data and other information relative to the proposed project. Responses to this RLI will be evaluated by a Selection/Negotiation Committee appointed by the Town Council in accordance with the list of evaluation criteria set forth in this RLI, and the terms of this RLI. Firms and individuals, who do not provide the information requested or which failed to meet the minimum qualification criteria shall be disqualified from further consideration. Selection of a firm or individual shall be in accordance with this RLI and the Town's Procurement Code.

After review of all submissions, the selection committee will short list the firms and or individuals and may require public presentations by no fewer than three (3) firms regarding their qualifications, approach to the project, and ability to furnish the required services. The Town shall select in order of preference no fewer than three (3) firms deemed to be the most highly qualified to perform the required services. In the event that the Town receives less than (3) responses from qualified firms, then the minimum number for short listing and ranking purposes shall not apply. In determining whether a firm is qualified, the TOWN shall consider such factors as: the ability of professional personnel; past performance for similar work including the successful completion of drafting Requests for Proposals (RFP) for other government agencies; willingness to meet time and budget requirements; location; recent, current and projected workloads of the firms. After firms are qualified and short listed, those firms will be notified by telephone within twenty-four hours, followed-up by email, and advised of date, time, and location of formal presentations, if required. The Selection Committee will vote on a final ranking after the presentations. Each voting member of the Selection Committee will indicate their choice of firms for final ranking in accordance with the terms of this RLI including the evaluation criteria. Once the firms are short-listed, the price proposals of the shortlisted firms shall be opened, and may be considered by the Committee during the ranking.

As the best interest of the TOWN may require, the right is reserved to reject any and all responses, or waive any minor irregularity or technicality in responses received.

The successful proposer shall be familiar with solid waste contracts, municipal and County fees, rates and assessment schedules and structures and the Florida Statutes, Laws, Rules and promulgations thereby that govern local government fee assessments and budgeting processes.

Proposals shall be evaluated based on the following point system:

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Evaluation Criteria	Points
1. Qualifications, Experience & References (35 Points)	35
2. Approach to Tasks (25 Points)	25
3. Presentation Quality (10 Points)	10
4. Cost (To be submitted in a separately sealed envelope) (30 Points)	30
TOTAL POINTS	100

Letters should contain all information relevant to the evaluation of these criteria:

Qualifications, Experience & References (35 Points)

- List staff name, title, email, and description of responsibility that will be devoted to fulfilling contract obligations including Qualifications (degrees, professional certifications and other credentials) .
- Provide detailed description of experience with 2 similar projects supported by reference letter with contact name, title, company, email address and telephone number.
- List 2 successful completions of the drafting of RFPs for other government entities supported by reference letter with contact name, title, company, email address and telephone number.
- Familiarity with the current local solid waste operating environment including attached documents:
 - Arcadis consultant December 2018 Solid Waste Study Final report and findings.
 - Town adoption as a participating municipality of a memorandum of understanding (September 2019)

Approach to Tasks to be performed (25 Points)

- Ability to meet desired timelines and deadlines by Confirming ability to meet the Substantial Completion of the Project of no later than ninety (90) calendar days from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than one hundred and twenty (120) calendar days from date of issuance of the Notice to Proceed
- Suitability of the methodologies and approaches used in achieving tasks
- Describe in point form the methodology and the approach to be used to create the RFP specifications.
- Describe the measures to be included in the specifications that mitigate existing listed issues and issues/problems you foresee based on your experience with the current market timing, Covid situation and local impact of a forthcoming interlocal agreement.
- Describe the RFP suggested timeline and deliverables that will be provided for example: Evaluation criteria, Selection Committee management and forms, preparation of notices, list of required documents for contract file needed to meet any audit /protest request etc.

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Presentation Quality (10 Points)

- Quality, professionalism, and conciseness of letter, and of any required supplemental submission or oral presentations

Cost (To be submitted in a separately sealed envelope) (30 Points)

- Cost structure (upfront costs, recurring costs)
- Total cost over the projected lifespan of contract, and all related costs
- If hourly rate provided, must list a “not to exceed number of hours”

SECTION 4 SPECIAL PROVISIONS

4.1 PAYMENT

Proposer shall render all Work to the Town at the quoted price stipulated in the Proposal and Proposal Form and Town shall pay Proposer for the satisfactory and timely completion of the Work in strict accordance with the Contract Documents at prices stipulated in Proposal Form.

The Town Administrator may withhold, in whole or in part, payment for Work deemed inadequate or defective which has not been remedied in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by Town. Payment may be withheld for Proposer’s failure to comply with terms, conditions, or requirements of the Agreement.

4.2 METHOD OF PAYMENT

The method of payment (check/credit card) is at the Town's discretion. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card (“P-CARD”). Payments made by P-CARD shall be accepted on a "same as cash" basis. No other costs, including but not limited to, service charge, fee, or penalty shall be billed to the Town, for payments rendered by P-Card.

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APPENDIX A
OFFEROR'S QUALIFICATION STATEMENT
[Please print clearly]

NAME: _____

ADDRESS: _____

FEIN: _____

LICENSE NUMBER: _____ STATE OR COUNTY: _____

LICENSE TYPE: _____
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: _____
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: _____

PROPOSER'S SIGNATURE: _____

PROPOSER'S NAME: _____

PROPOSER'S ADDRESS: _____

PROPOSER'S PHONE NUMBER: Office: _____ Cell: _____

PROPOSER'S EMAIL ADDRESS: _____

By: _____

Name of Corporation/Entity

Address of Corporation/Entity

Signature of President or Authorized Principal

By: _____

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Title: _____ (If the Proposer is a Corporation, affix corporate seal)

APPENDIX B
PRICE SCHEDULE TO BE SUBMITTED SEPARATELY

APPENDIX C
DISCLOSURE OF OWNERSHIP INTEREST AFFIDAVIT

TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

an individual or

the _____ of _____.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its the Town Council.

2. Affiant's address is:

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to profit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches' policy, and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

[Signatures on next page]

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AFFIANT FURTHER SAYETH NAUGHT.

_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Notary Public

(Print Notary Name)
State of _____ at Large
My Commission Expires: _____

APPENDIX D
DRUG FREE WORKPLACE

Proposer must certify that they will provide a drug-free workplace. 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 Proposal 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 Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on (or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community), any employee who is so convicted or takes a plea.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

PROPOSER'S SIGNATURE: _____

PROPOSER FIRM: _____

APPENDIX E
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA
STATUTES ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an “affiliate” as defined in Para. 287.133(1) (a), Florida Statutes, means:

(i). A predecessor or successor of a person convicted of a public entity crime; or

(ii). 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 person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of

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a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts 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 management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, 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.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signatures on next page]

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PROPOSER: _____

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20 _____

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLI NO. 22-005

APPENDIX F
NON-COLLUSION AFFIDAVIT

State of _____) ss:

County of _____)

_____ being first duly sworn deposes and says that:

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
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By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

APPENDIX G
ANTI-LOBBYING CERTIFICATION FORM

1. The prospective participant certifies to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization: _____

Street address: _____

City, State, Zip: _____

Certified By: _____
(type or print)

Title: _____

Signature: _____ Date: _____

APPENDIX H
PROPOSER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Request for Letters of Interest, and which can complete the Work within the time schedule specified.

At the time of the Bid, the proposer shall hold all qualification certificates and licenses required to be held by the Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Invitation For Bids.

1. All license, certificate and experience requirements must be met by the proposer (as opposed to the Subcontractor) at the time of Bid submission. Bids submitted by proposer who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Bid, proposer represents that it meets the requirements set forth above, and as set forth in the Bid Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Proposer's Signature: _____

Proposer's Name: _____

Proposer's Address: _____

Proposer's Phone Number: _____

Proposer's Email: _____

Proposer's Firm: _____

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
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PROCESSING & DISPOSAL SERVICES
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State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by _____ of _____ (Proposer), who is personally
known to me or who has produced _____ as identification and who did (did
not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of _____ County, Florida

Notary Signature

Name of Notary Public: (Print, Stamp, or type as Commissioned)

Proposer's Firm: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
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APPENDIX Q
REFERENCES

In order to receive consideration for an award, it is a requirement that the following "Information Sheet" be completed and returned with your response to this RLI.

Proposer (company name): _____

Address: _____

Telephone No: _____ () _____

Contact person: _____ Title: _____

Number of years in business: _____ Years

Address of nearest facility: _____

Provide a minimum of three (3) companies or governmental agencies where these products and services have been provided(attach matching letters of recommendation):

1. Company Name: _____

Telephone No: _____ () _____

Contact Person: _____

Title: _____

Contract Amount: _____

Project: _____

Email: _____

Date Services Provided: _____

2. Company Name: _____

Telephone No: _____ () _____

Contact Person: _____

Title: _____

Contract Amount: _____

Project: _____

Email: _____

Date Services Provided: _____

3. Company Name: _____

Telephone No: _____ () _____

Contact Person: _____

Title: _____

Contract Amount: _____

Project: _____

Email: _____

Date Services Provided: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
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APPENDIX S
ACKNOWLEDGEMENT OF ADDENDA

Proposer shall indicate receipt of any addendum by initialing below for each addendum received.

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

[Remainder of page intentionally left blank]

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APPENDIX T
LIABILITY CLAIMS

Please list the following information for all/any Liability Claims for the past ten (10) years. If none state NONE:

1. Name and Location of project: _____

2. Contact information for Project Owner:

a. Name: _____

b. Address: _____

c. Phone: _____

d. Email: _____

3. Nature of Claim: _____

4. Date of Claim: _____

5. Resolution Date of Claim and how resolved: _____

6. If applicable:

a. Court Case Number: _____

b. County: _____

c. State: _____

PROPOSER FIRM: _____

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APPENDIX U
W-9

INSERT IRS FORM W – 9
Must be current IRS form October 2018, signed, dated
and legible W-9

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APPENDIX V
PROOF OF INSURANCE

INSERT PROOF OF INSURANCE

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
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*** APPENDIX W**
STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect **not** to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below, and this form is returned to:

Venessa Redman, Senior Procurement and Budget Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: vredman@southwestranches.org

REASONS

1. _____ Do not offer this product/service or equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications / scope of work.
5. _____ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Unable to meet bond and / or insurance requirements.
8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. _____ Other (Explanation provided below or by separate attachment).

Explanation: _____

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations? Yes No

COMPANY: _____
NAME: _____
TITLE: _____
ADDRESS: _____
TELEPHONE: (____) _____ DATE: _____

APPENDIX X
ANTI-LOBBYING CERTIFICATION FORM

1. The prospective participant certifies to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization: _____

Street address: _____

City, State, Zip: _____

Certified By: _____
(type or print)

Title: _____

Signature: _____ Date: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
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APPENDIX Z
INSERT PROOF OF E-VERIFY REGISTRATION

Proposer MUST provide copy of MEMORANDUM OF UNDERSTANDING including page with Proposer Name and EIN number.

Note: MOU must correspond and be equal & complementary with the IRS form W-9 (Appendix U)

Download from <https://www.e-verify.gov/employers>

TOWN OF SOUTHWEST RANCHES, FLORIDA
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Exhibit A - Residential Adopted Solid Waste Assessment worksheet

Exhibit B - Commercial Solid Waste is through a Franchise Agreement

Exhibit C - Modifications with Waste Pro

Exhibit D - Commercial Dumpster Rates

Exhibit E - Commercial Container & Roll off Rates

Exhibit F - Recent 4 years of data

Exhibit G – Waste Pro Contract Rate