REQUEST FOR PROPOSALS (RFP) NO. 2018-01

FOR THE

COLLECTION AND DISPOSAL OF RESIDENTIAL
SOLID WASTE, YARD TRASH, AND BULK WASTE

Mayor Claudia V. Cubillos
Vice Mayor Omarr Nickerson
Councilmember Werner Dreher
Councilmember Harold Mathis
Councilmember Vimari Roman

VILLAGE OF EL PORTAL
500 NE 87th Street, FL 33138
Christia E. Alou, Village Manager
PHONE: (305) 795-7880
FAX: (305)795-7884
# Village of El Portal
## Request for Proposals
### Solid Waste and Recycling Collection and Disposal Services RFP
#### #2018-01

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Village of El Portal  
Request for Proposals  
Solid Waste and Recycling Collection and Disposal Services RFP  
#2018-01

The Village of El Portal (Village) is soliciting sealed Proposals for Solid Waste and Recycling Collection and Disposal Services. Sealed Proposals must be prepared in accordance with all Instructions, General Terms and Conditions, and Proposal Content Requirements, and shall be delivered to the Village of El Portal, Florida at the Village Clerk’s Office, located at 500 NE 87 Street, El Portal, Florida 33138, no later than **4:00 p.m. local time, on May 23, 2018**, at which time they will be opened and read in public. Proposals received after 2:00 p.m. will be placed in the file unopened and will not be considered. The envelope containing the Proposal must be sealed and plainly marked **“Solid Waste and Recycling Collection and Disposal Services” Opening date: “May 9, 2018”** on the face thereof. RFP documents can be downloaded at [www.elportalvillage.com](http://www.elportalvillage.com).

The Village of El Portal reserves the right, in its sole and absolute discretion, to accept or reject any and all Proposals and to waive any technicalities or irregularities therein. The Village of El Portal further reserves the right to award a contract to that Proposer whose Proposal best complies with the proposed specifications and will best further the interest of the Village or be the most advantageous to the Village, or to cancel the RFP and re-advertise in the future. Proposals will be opened publicly and the names of the Proposers responding to the solicitation will be read aloud. Proposals will then be sent to the Village appointed selection committee for evaluation and ranking to determine if the Proposers are both responsible and responsive, and to determine which responsible and responsive Proposal should be recommended to the Village Council for the award of a contract. Award will be by means of a written contract with the selected Proposer. A five (5) year contract with two (2) additional five (5) year extension options is contemplated. Proposers must submit one (1) unbound original and four (4) copies of their complete Proposal.

In accordance with F.S. 287.133 (2) (a), persons and affiliates who have been placed on the convicted vendor list may not submit proposals, contract with, or perform work (as a contractor, supplies, subcontractor or consultant) with any public entity (i.e. Village of El Portal) in excess of Thirty-five Thousand Dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list.

**Published In Miami Herald: May 9, 2017**
1.1 **OVERVIEW:**

The Village of El Portal (hereinafter “the Village”) is soliciting proposals from qualified Contractors to provide Solid Waste and Recycling Collection and Disposal Services within the incorporated limits of the Village.

1.2 **PROPOSAL PURPOSE:**

The purpose of this solicitation is to provide for an exclusive franchise agreement for the residential and commercial collection of garbage, trash, vegetation, recyclable materials, roll-off and compactor services within the Village’s corporate limits as specified herein.

1.3 **SCOPE OF SERVICES/WORK:**

The Village is seeking the services of qualified Contractors with experience in conducting solid waste and recycling services for government agencies. The successful Contractor will furnish residential and commercial garbage collection service to the Village on a twice weekly basis; residential and commercial vegetation and bulk items on either a once a week or twice a week scheduled basis; and residential recycling collection on a once a week scheduled basis. Proposals shall include a schedule of the garbage, vegetation, bulk items and recycling collection service to be provided for Residential Units; which schedule shall be subject to acceptance by the Village. The proposed schedule shall be attached to the Agreement and may be modified from time to time upon mutual agreement of the parties. Contractors shall propose alternative schedules that contemplate residential and commercial vegetation and bulk items on both a once a week and a twice a week scheduled basis as noted above. The Village, in its sole discretion, will select which option it desires to implement. Proposals shall verify that contractors will utilize their own personnel and equipment for the provision of these services and that such equipment will at all times be maintained in a state of good repair. Proposals shall include the provision of both recycling containers, as well as standardized garbage collection containers for all residential properties. Contractors should offer any alternative size and configurations for such containers when available. Containers with wheels are preferred.
1.4 QUALIFICATIONS OF PROPOSERS:

All Proposers shall provide documentation of demonstrated experience in supplying the requested scope of services/work with related programs and shall meet all criteria/requirements identified in this RFP. All Proposers will have the following minimum qualifications:

All Proposers must prove to the satisfaction of the Village that they meet the minimum requirements as described below. All Proposers must submit all of the documentation required. The documentation should be brief, clearly written and to the point. Failure to submit all of the required documentation shall be cause for disqualification of the Proposer at the discretion of the Village.

1. **Experience:** The Proposer must have a minimum of five years successful experience and be able to demonstrate their capability to comply with the requirements of this RFP in collecting residential solid waste (curbside, container and rollout carts), residential containerized solid waste (dumpsters and compactors), residential vegetative waste, residential recycling materials, and commercial solid waste and recycling (containerized and non-containerized). A summary of awarded and serviced comparable jobs for the past 5 years must be provided. This summary should include the name of the entity serviced, address, description of job, dates of service, residential customer count, commercial container count and a contact person with phone number.

The Proposer should have experience collecting solid waste and recyclable materials from an entity with a population size comparable to the Village. Experience within Miami Dade County is preferred.

2. **Financial Stability:** The Proposer must include a copy of a financial report or annual report and a statement that reflects the financial stability of the Proposer entity. The Proposer must include information on any prior or current bankruptcy proceedings or serious financial difficulties, a summary of any litigation filed against the Proposer in the past five (5) years relating to defaults on financial obligations, contract defaults or breaches, contract terminations, suspensions, or failure to perform, and a summary of any litigation filed by or against the Proposer in the past five (5) years in which a local, state or federal governmental entity is a party.

3. **Acceptable Resources:** The Proposer must provide a list of facilities, equipment, and personnel available to perform the scope of services/work being solicited. All collection vehicles shall be maintained in good working order and shall be of sufficient size, capacity and number to meet the Village’s requirements. No collection vehicles to be used in the course of providing the scope of service/work solicited by this RFP may be over five
(5) years old at the time of use at any time during the contract period and must be maintained in a good state of repair and appearance.

4. Bonding Company Commitment: Proposer must provide a letter of commitment from a State of Florida licensed bonding company to provide a performance bond in the amount specified in the Model Franchise Agreement.

1.5 TIMETABLE:

The anticipated schedule for processing this RFP and Contract approval is as follows:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
<th>Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Ad Published</td>
<td>05/09/18</td>
<td></td>
<td>Village Website</td>
</tr>
<tr>
<td>RFP Documents Download</td>
<td>05/09/18</td>
<td></td>
<td><a href="#">www. Elportalvillage.com</a> for download</td>
</tr>
<tr>
<td>Deadline for receipt of written questions or comments</td>
<td>05/17/18</td>
<td>4:00 p.m.</td>
<td>Village Clerk’s Office 500 NE 87 Street El Portal, FL 33138</td>
</tr>
<tr>
<td>Deadline for Receipt of Proposals</td>
<td>05/23/18</td>
<td>2:00 p.m.</td>
<td>Village Clerk’s Office 500 NE 87 Street El Portal, FL 33138</td>
</tr>
<tr>
<td>Proposal Evaluation by Selection Committee</td>
<td>05/30/18</td>
<td>10:00 a.m.</td>
<td>El Portal Village Hall 500 NE 87 Street El Portal, FL 33138</td>
</tr>
<tr>
<td>El Portal Council Meeting to Approve Selected Proposer and Award of Contract</td>
<td>06/26/18</td>
<td>7:00 p.m.</td>
<td>Village Council Chambers 500 NE 87 Street El Portal, FL 33138</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>08/1/18</td>
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</table>

NOTE: The Village reserves the right to alter the above activities and/or times at the Village’s sole discretion. The contract start date will be contingent upon Village Council approval.

1.6 ENTERING PROPOSALS:
All Proposals must be made on 8½x11 inch paper. All Proposals must be printed in ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the corrected error. All corrections must be initialed by the person authorized to sign the Proposal.

One (1) unbound original and four (4) copies of the complete Proposal must be received in the Village of El Portal Clerk’s Office, located at 500 NE 87 Street, El Portal, FL 33138 by May 23, 2018, 2:00 p.m. local time. The original and all copies must be submitted in a sealed envelope. The Proposer’s complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

<table>
<thead>
<tr>
<th>Proposer Name</th>
<th>Address</th>
<th>Phone Number</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Village Address</th>
<th>Village of El Portal Clerk’s Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>500 NE 87 Street</td>
<td>El Portal, FL 33138</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title:</th>
<th>Solid Waste and Recycling Collection and Disposal Services</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Opening Date:</th>
<th>May 9, 2018</th>
</tr>
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</table>

Hand-carried proposals may be delivered to the above address ONLY between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays observed by the Village. Proposals by telephone, email, telegram or facsimile SHALL NOT be accepted.

Proposers are responsible for informing any commercial delivery services, if used, of all delivery requirements and for insuring that the required address information appears on the outer wrapper or envelope used by such service. The Village shall in no way be responsible for delays caused by any occurrence.

The Proposal must be signed by the individual or authorized signatory of the entity who is legally authorized to enter into a contractual relationship in the name of the Proposer (Authorized Representative), and the Proposer must affix their company’s corporate seal, if applicable, to the document. In the absence of a corporate seal, proposals must be notarized by a Notary Public.

The submission of a Proposal by a Proposer will be considered by the Village as constituting a legal offer by the Proposer to perform the required services pursuant to the terms and conditions proposed to the Village identified therein.
1.7 CONTACT PERSON:

The contact person for the RFP is Yenise Jacobi, Village Clerk, at (305) 795-7880, or at yjacobi@villageofelportal.org.

For information concerning RFP procedures and regulations (i.e. submission deadline, forms required), or Americans with Disabilities (ADA) accommodations, interested parties may contact Christi'a E. Alou, Village Manager, at (305) 795-7880, or at Villagmanager@villageofelportal.org.

1.8 REQUESTS FOR 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 May 17, 2018 at 4:00 p.m., to the address listed in the RFP Timetable (Section 1.5), or to the e-mail addresses listed for the Contact Persons (Section 1.7) above. The request must contain the Proposer’s name, address, phone number, facsimile number and e-mail address.

Changes to this RFP, when deemed necessary by the Village, will be completed only by written Amendment(s) issued prior to the Deadline for receipt of proposals. Proposers should not rely on any representations, statements or explanations other than those made in the RFP or in any Amendment to the RFP. Where there appears to be a conflict between the RFP and any Amendment issued, the last Amendment issued shall prevail.

Amendments to this RFP will be posted on the Village’s website www.elportalvillage.com under “Request for Proposals” as they are issued. It is the sole responsibility of the Proposers to routinely check this website for any Amendments prior to the Deadline for receipt of proposals. The Village shall not be responsible for the completeness of any RFP package not downloaded from this website. Each amendment to the RFP shall be signed by an authorized representative and shall be submitted with the proposal, or the proposal shall be deemed non-responsive.
SECTION 2
GENERAL TERMS AND CONDITIONS

2.1 **PROPOSAL GUARANTEE:**

Proposers guarantee their commitment, compliance, and adherence to all requirements of the RFP by submission of their Proposal.

2.2 **MODIFIED PROPOSALS:**

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted proposal up to and until the deadline for receipt of Proposals. Proposers shall not be allowed to modify their Proposals after the opening time and date. The Village will only consider the latest version of the Proposal.

2.3 **WITHDRAWAL OF PROPOSALS:**

A Proposal may be withdrawn only by written notification to the Village. Letters of withdrawal received after the Deadline for receipt of Proposals will not be accepted unless the contract has been awarded to another vendor or no award has been made within ninety (90) days after the deadline for receipt of Proposals.

Unless withdrawn, as provided in this subsection, a Proposal shall be irrevocable until the time that a contract is awarded.

2.4 **LATE PROPOSALS; LATE MODIFIED PROPOSALS:**

Proposals and/or modifications to Proposals received after the deadline for receipt of proposals specified in the RFP Timetable (Section 1.5) are late and shall not be considered.

2.5 **RFP POSTPONEMENT/CANCELLATION/ACCEPTANCE/REJECTION:**

The Village may, at its sole and absolute discretion, reject any and all, or parts of any and all, Proposals; waive any technicalities or irregularities in this RFP or in the Proposals received as a result of this RFP, postpone or cancel, at any time, this RFP process; or re-issue this RFP. The Village also reserves the right to make an award to that Proposer who, in the sole opinion of the Village, will be in the best interest of and/or will be the most advantageous to the Village. The Village also reserves the right to reject the Proposal of any Proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature (e.g., threatened or pending litigation with the Village), or who, in the sole opinion of the Village, is not in a position to perform properly under this award.

2.6 **COSTS INCURRED BY PROPOSERS:**
All expenses incurred with the preparation and submission of Proposals to the Village or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for Proposals received, or for any other effort required of or made by the Proposers, prior to commencement of work as defined by a contract approved by the Village.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION:

Proposers are hereby notified that all information submitted as part of, or in support of Proposals is exempt from Section 119.071(1) and Section 24(a) Art. I of the Florida Constitution until such time as the Village provides notice of an intended decision or until 30 days after opening the Proposals, whichever is earlier. After such time, Proposals will be available for public inspection, 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 NEGOTIATIONS:

The Village may award a contract on the basis of initial offers received, without discussions. Therefore, each Proposal should contain the Proposer’s best price and technical offer. Notwithstanding the above, any portion of a meeting at which a negotiation with a Proposer is conducted pursuant to a competitive solicitation, at which a Proposer makes an oral presentation as part of a competitive solicitation, or at which a Proposer answers questions as part of a competitive solicitation is exempt from Sec. 286.011, F.S. The recording of, and any records presented at, the exempt portion of the meeting shall also be exempt from Sec. 119.071(1), F.S., until such time as the Village has provided notice of an intended decision or until 30 days after the opening of the Proposals, whichever occurs earlier, pursuant to Sec. 286.0113, F.S.

2.9 MIAMI DADE COUNTY OFFICE OF THE INSPECTOR GENERAL:

Pursuant to the Miami Dade County Charter, the Office of Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general’s functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Village as well as contractors and lobbyists of the Village in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

2.10 RULES; REGULATIONS; LICENSING REQUIREMENTS:
The Proposer shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to collusion, conflict of interest, non-discrimination and public entity crimes as outlined in more detail below. 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. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

Non-Collusion: The Proposer certifies that its Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Proposal for the same services and is in all respects without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of services. Any such violation may result in contract cancellation, discontinuation of service and the possible removal from the Proposer list(s).

Conflict of Interest: The award is subject to provisions of state statutes, county and Village ordinances and charter. All Proposers must disclose with their Proposals the name of any officer, director or agent who is also an employee, appointed official or elected official of the Village. Further, all Proposers must disclose the name of any Village employee, appointed official or elected official who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

Non-discrimination: Proposers doing business with the Village are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex (including gender identity), marital status, ancestry or age with regard to, but not limited to, employment practices, rates of pay or other compensation methods and training selection.

Public Entity Crime Statute: In compliance with Florida Public Entity Crime Statute (Section 287.132-133, Florida Statutes), attached (Exhibit D) State Form #PUR7068 should be fully executed, notarized and submitted with Proposals. No award will be executed with any person or affiliate identified on the Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category TWO (currently $35,000) with any person or affiliate on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

2.11 REVIEW OF PROPOSALS:
Each Proposal will be examined as to whether it is responsible and responsive. A Responsible Proposer is one who has the required qualifications to perform the required work and services. Proposals will also be reviewed to determine if they are Responsive to the RFP. Proposals deemed to be non-responsive will be rejected without being evaluated by the Village. A Responsive Proposal is one which has been signed, has been submitted by the specified submission time, and has provided the information required to be submitted with the Proposal (as stated in Section 3). While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a Proposal without evaluation, such substandard submissions may adversely impact the evaluation of the Proposal, especially information relating to establishing financial/business stability and capability. Proposers who fail to comply with all of the required and/or desired elements of this RFP do so at their own risk.

2.12 EXCEPTIONS TO THE RFP:

All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the Village a meaningful opportunity to evaluate the Proposal. Proposers are cautioned that by submitting a Proposal containing the minimum requirements as stated in Section 3, the Village is under NO obligation to accept any proposed exceptions or alternatives.

2.13 SELECTION PROCESS:

All Proposals timely received will be reviewed first by the Village Clerk’s Office to determine if each Proposer has submitted the required information and met all Proposal Requirements (as stated in Section 3).

Thereafter, a Selection Committee, consisting of Village personnel, will convene to review and evaluate all responses to the RFP that meet the Proposal Requirements and are deemed responsive. The Selection Committee may evaluate all Proposals based solely on the information submitted with the Proposal. Accordingly, Proposers are urged to ensure that their Proposal contains all the necessary information for the Selection Committee to fairly and accurately evaluate each of the criteria listed below in Section 2.14. However, Proposer presentations, additional written information, internal staff analysis, outside consultants, and/or any other information may be required, at any time during the selection process, to help the Committee determine the final ranking of Proposers. The Selection Committee may determine, as the result of additional information, that the impact of the information is significant and may be considered in the scoring and/or ranking, at the discretion of the Committee.

The Selection Committee shall meet in public session as necessary to evaluate and score each Proposal by reviewing each Proposal against the evaluation criteria listed below, see Section 2.14 for criteria and Section 2.8 above regarding oral presentations. Upon completion of the Selection Committee’s review and
discussion of all the responsive Proposals submitted, each Selection Committee Member shall score each Proposal and total the scores for each Proposal. The proposals shall be assigned a ranking based upon the totals of each Selection Committee Member’s score for each Proposal. As indicated below, price will be factor considered, but it will not be the only factor used in determining the ability of the Proposer to achieve the goals for the Village for the services being solicited.

After the Selection Committee has developed an overall ranking for each Proposal, the Selection Committee will then review, discuss, and declare the Proposer ranked the highest as its “finalist” and make its recommendations to the Village Council for award of the contract.

2.14 EVALUATION CRITERIA:

The Proposer who has the best qualifications, experience, references and ability to comply with the specifications in this RFP as determined by the Selection Committee shall receive the most points in the corresponding section.

The primary criteria for evaluation are each assigned a point value based on relative importance. These criteria include:

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<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weighting (Max. Points)</th>
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</thead>
<tbody>
<tr>
<td>1 Experience/Qualifications</td>
<td>15</td>
</tr>
<tr>
<td>2 Operation Plan/Approach/Customer Service/Civic Participation</td>
<td>20</td>
</tr>
<tr>
<td>3 Price Proposal Information</td>
<td>50</td>
</tr>
<tr>
<td>4 References/Business Information</td>
<td>15</td>
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<tr>
<th>Maximum Total Points 100</th>
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<tr>
<td>100</td>
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2.15 AWARD OF CONTRACT:

The award of a contract, if any, will be made to the Proposer whose Proposal is considered to best further the interest of the Village and/or be the most advantageous to the Village based on the Village’s opinion after review of every responsible, responsive Proposal including, but not limited to, the price quoted therein.

2.16 STANDARD CONTRACT PROVISIONS (Attachment I):
The successful Proposer will be required to execute a contract.

The successful Proposer’s signature on the RFP Acknowledgement and Submittal Form shall serve as an acknowledgement that the Proposer is willing to enter into the Village’s Franchise Agreement.

Standard Village Contract provisions (general and specific) will be incorporated into any contract resulting from this RFP. Should the successful Proposer and the Village be unable to consummate a written contract, the Village may proceed to the next most advantageous Proposal or the Village may issue a new RFP or cancel the procurement process in its entirety.

Many of the terms contained in the Village’s standard contract reflect requirements of Florida law and Village code and cannot be altered. PROPOSERS SHOULD NOT ATTACH A BOILERPLATE CONTRACT. The Village will not accept a Proposer’s boilerplate contract terms or alternative contract documents. References in a Proposer’s submittal to a Proposer’s terms and conditions or attempts at substitution of the Village’s standard contract are not acceptable and will result in rejection of the Proposer’s submittal as non-responsive.

2.17 COMMENCEMENT OF WORK:

This RFP does not, by itself, obligate the Village to award any work under the RFP. The Village’s obligation will commence when the contract is approved by the Village Council and upon written notice to the successful or a subsequent Proposer, as applicable. The Village Council may set a different starting date for the contract than that contemplated in this RFP. The Village will not be responsible for any work done by the Proposer, even work done in good faith, if it occurs prior to the contract start date set by the Village Council.

2.18 INSURANCE REQUIREMENTS:

During the performance of the services as a result of this RFP and any contract entered into as a result thereof, the Proposer shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida:

1. **General Liability.** Insurance with bodily injury limits of not less than $1,000,000 for each occurrence, and with property damage limits of not less than $1,000,000 for each occurrence.

2. **Automobile Liability.** Insurance with bodily injury limits of not less than $1,000,000 for each person and not less than $1,000,000 for each accident and with property damage limits of not less than $1,000,000 for each accident.
3. **Workers’ Compensation.** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than $100,000 for each accident, $100,000 for each disease, and $500,000 aggregate.

4. **Umbrella/Excess Liability.** Proposer shall maintain a $5,000,000.00 umbrella and/or excess liability policy.

Proposers shall furnish the Village certificates of insurance that shall include a provision that thirty (30) days written notification of cancellation for any reason other than non-payment of premium, and any material change(s) in coverage shall be provided to the Village, and that ten (10) days written notice of cancellation for non-payment of premium shall be provided to the Village. Proposers shall include the Village as an additional insured on the Umbrella/Excess Liability, General Liability and Automobile Liability insurance policy required by the Contract. All of the Proposer's sub-contractors shall be required to include the Village and the Proposer as additional insured on their General Liability and Automobile Liability insurance policies.

The Proposer shall not commence work under this Contract until all insurance required as stated herein has been obtained and such insurance has been approved by the Village. Current certificates of insurance evidencing required coverage must be on file with the Village at all times.

**2.19 DRUG FREE WORKPLACE CERTIFICATION:**

Proposers should submit with their Proposal an executed Drug Free Workplace Certification (Exhibit F), indicating that the Proposer has implemented a Drug Free Workplace Program which meets the requirements of Section 287.087, Florida Statutes.

**2.20 AUTHORIZED SIGNATURE:**

The authorized representative signature required on all Proposals and the contract must be made by the legally appropriate person on behalf of the Proposer.
SECTION 3
PROPOSAL CONTENT REQUIREMENTS

PROPOSAL FORMAT AND CONTENT

Proposals should be typed, double spaced and submitted on 8½x11 inch size paper, using a single method of fastening (e.g. stapled, binder, etc.). Proposals shall include a concise narrative describing the approach the Proposer will take to achieve the Goals outlined in the RFP. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

Table of Contents
Proposals should contain a Table of Contents. The Table of Contents outlines in sequential order all of the areas of the Proposal and it allows for clarity and ease of review of the Proposal.

Letter of Transmittal
Proposals should contain a Letter of Transmittal addressed to the Village Clerk, and should, at a minimum, contain the following:

1. Identification of the Proposer, including name, address and telephone number.
2. Proposed working relationship between the Proposer and subcontractors, if applicable.
3. Name, title, address, telephone number, fax number and e-mail address of contact person during period of Proposal evaluation.
4. Signature of a person authorized to bind the Proposer to the terms of the Proposal.

Technical Proposal
Proposals shall contain all of the documents listed below, each fully completed, signed, and notarized as required. Failure of a Proposer to provide the required information is considered sufficient cause to deem the Proposal non-responsive.

Notwithstanding these Proposal requirements, the Village reserves the right, at its sole discretion, to waive any irregularity relating to the Proposal. Upon request, it shall be the responsibility of the Proposer to address the determined irregularity within a time frame specified by the Village. Failure of a Proposer to provide the required information within the specified time frame is considered sufficient cause to deem the Proposal non-responsive.

Each of the following requirements should be addressed in separate sections of the Proposal:
3.1 EXPERIENCE/QUALIFICATION/BACKGROUND/ INFORMATION:

Proposals shall describe the Proposer’s qualifications in providing the services/work described in this RFP (see Section 1.4 for qualification requirements). For example, Proposals may include information including, but not limited to, the following:

1. Years of experience and history of the Proposer’s work;
2. Experience working with public sector and/or private sector entities to provide similar services/work described in this RFP;
3. Financial stability and history of the Proposer; and,

3.2 OPERATIONAL PLAN:

The Proposer shall submit the attached Collection Schedule (Exhibit A) filled out, signed with either a corporate seal affixed or notarized. Proposals shall also include a concise narrative describing the operational plan the Proposer will take to achieve the Goals outlined in the RFP (see Section 1.4 for qualification requirements). The operational plan narrative should include the following:

1. Available resources:
   a. List of facilities, equipment and personnel available to do the work;
   b. Age of collection vehicles and other equipment;
   c. Type and size of containers; and,
   d. Maintenance of equipment.
2. New container delivery at start of Contract: Proposals shall include the provision of both recycling containers, as well as standardized garbage collection containers for all residential properties. Contractors should offer any alternative size and configurations for such containers when available. Containers with wheels are preferred;
3. Holiday Schedule;
4. Property damage;
5. Hauling:
   a. Containment of solid waste to prevent leaking, spilling or litter; and,
   b. Clean-up practices for spills and litter;
6. Routes and Scheduling: Contractors shall propose alternative schedules that contemplate residential and commercial vegetation and bulk items on both a once a week and a twice a week scheduled basis; and
8. Civic Participation. A Proposer may offer civic benefits to the Village as part of its Proposal. Such civic participation may include recycling education, community sustainability/“green” business plans, or other elements that the Proposer should describe in detail in their Proposal. If the acceptance of any such element will result in any cost to the own, this should be clearly identified in the proposal as well.

3.3 **PRICE PROPOSAL INFORMATION:**

The Proposer shall submit the attached Rates and Fees Schedule (Exhibit B) filled out, signed with either a corporate seal affixed or notarized. The Proposer shall also include the fully executed RFP Acknowledgement and Submittal Form.

3.4 **REFERENCES / BUSINESS INFORMATION:**

Each Proposer shall submit a minimum of three (3) references demonstrating the successful provision of similar services/work as described in this RFP (Exhibit G). Each reference should include the following:

1. Name of the client, company (facilities), contact names, addresses, and telephone/fax numbers, dollar amount of contracts and dates of service; and
2. Description of scope of work, and types of services performed.

Each Proposer shall submit the applicable Business Information Pages (Exhibit C), referencing their type of business, i.e. Corporation, Partnership (General/Limited), Joint Venture and Sole Proprietorship.

Each Proposer shall provide a narrative describing how it has the financial/business capability to perform the services/work within the required timeframes (see Section 1.4 for qualification requirements).

3.5 **AMENDMENTS TO THE RFP:**

It is the Proposer’s responsibility to assure receipt of all amendments. The Proposer shall verify with the designated contact person, prior to submitting a Proposal, the number of amendments that have been received. Each amendment to the RFP shall be signed by an authorized person and shall be submitted with the Proposal or the Proposal shall be deemed non-responsive.

3.6 **OTHER REQUIRED FORMS:**

Proposers are required to submit with their Proposal an executed (1) Sworn Statement for Public Entity Crimes (Exhibit D), (2) a Truth in Negotiations Statement (Exhibit E), and (3) a Drug Free Workplace Certification (Exhibit F).
3.7 ADDITIONAL INFORMATION:

Information considered by the Proposer to be pertinent to this RFP solicitation and which has not been specifically requested in any of the aforementioned sections may be placed in a separate appendix.
SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES AGREEMENT

Between

THE VILLAGE OF EL PORTAL

AND

[SUCCESSFUL PROPOSER]

This Agreement, entered into this day of___________, 2018, effective XX, 2018, by and between the Village of El Portal, a municipality, organized and constituted in accordance with the laws of the State of Florida, whose address is 500 NE 87 Street, El Portal, Florida 33138, hereinafter called “Village,” and [Successful Proposer], hereinafter called the “Contractor”, and collectively referred to as the “Parties”, hereby specifically sets forth the terms and conditions by which the Parties agree to be bound.

WITNESSETH

WHEREAS, there exists in the Village a need for residential and commercial garbage, trash, vegetation and recycling collection service for the businesses located in the Village and for citizens residing within its corporate limits; and

WHEREAS, the Village has solicited these needed garbage, trash, vegetation and recycling collection services through its RFP #2018-01 and upon completion of the review, evaluation and ranking process specified therein, the Contractor was the successful Proposer; and

WHEREAS, the Contractor is willing and able to provide these needed garbage, trash, vegetation and recycling collection services for the Village for a reasonable fee and pursuant to the terms of this Agreement; and

WHEREAS, the Contractor and the Village are willing to cooperate and work together in order that the residents and commercial enterprises of the Village may benefit.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained to be kept and performed by the parties hereto, the Village hereby grants to the Contractor an exclusive franchise for the residential and commercial collection of garbage, trash, vegetation, and recyclable materials; and the parties agree as follows:

1) Recitals. The foregoing recitals are true and correct.

2) Term. The Village hereby grants to the Contractor the exclusive right and obligation to collect garbage, trash, vegetation, recyclable materials and construction debris within the corporate limits of the Village in accordance with the terms and conditions as hereinafter stated for period of five (5) years, commencing on July 1, 2018 and ending on June 30, 2023. This Agreement hereby provides an option to negotiate for a maximum of two additional five (5) year terms. Each of the two (2) renewal options may be exercised by the Contractor by giving notice of its request to the Village no later than six months prior to the end of any term or renewal term.
unless the Agreement has been previously terminated in accordance with Section 23 herein. Both the Village and the Contractor hereby acknowledge and agree that the options to renew are not automatic, but, once timely exercised by the Contractor, must be mutually agreed upon by the Parties.

3) **Scope of Services.** Contractor will furnish residential curbside garbage collection service, multifamily containerized garbage collection service and commercial collection service to the Village as provided in this Agreement. Contractor will also furnish recycling collection to all single-family residential customers and all multi-family residential customers on a once a week scheduled basis. Contractor will also furnish vegetation and bulk items collection to all single-family residential customers and all multi-family residential customers on an agreed upon quarterly scheduled basis. Contractor will furnish roll off service on an as needed basis. Contractor shall provide to the Village a schedule of the garbage, vegetation, bulk items and recycling collection service to be provided for residential curbside units; which schedule shall be subject to acceptance by the Village. The proposed schedule is attached hereto as Exhibit A and may be modified from time to time upon mutual agreement of the Parties. Contractor shall utilize its own personnel and equipment for the provision of these services and shall maintain the said equipment in a state of good repair at all times. Contractor shall provide and maintain, at no charge to the customers, during the term of this Agreement all residential recycling containers. Contractor shall also provide and maintain, at no charge to the customers, during the term of this Agreement, all residential garbage collection containers which shall be 96-gallon roller bins. Any contracts entered into between individual multifamily containerized customers and the Contractor prior July 1, 2018 that modify the number of weekly collection days shall be deemed void.

4) **Holiday Schedule.** There will be no collection on Thanksgiving Day, Christmas Day and/or New Year’s Day. Collection will resume on the next day. A special once per year pick up for holiday trees and decoration shall be provided by contractor at least five (five) days after Christmas Day. **All collection will be suspended during a hurricane or other major storm event; however, the Contractor shall assist the Village, at the Village’s request, in its clean-up efforts immediately following a hurricane or other major storm event with specialized equipment brought in from other jurisdictions for that purpose as may be needed, at a mutually agreed upon rate for such services.**

5) **Free Service - Village Buildings.** During the term of this Agreement, the Contractor agrees to pick up all garbage, trash, vegetation, bulk items and recyclable materials from Village Hall, and the Village Police Department no cost to the Village.

6) **Property Damage.** The Contractor agrees to repair or replace all property, public or private, altered or damaged by its agents and/or employees, in the performance of this Agreement, in as good a condition as it was before being altered or damaged. It is further understood and agreed by and between the Parties that, if the Contractor shall fail or refuse to pay any claim or claims arising out of the damage to property
of any owner or tenant in the Village, the Village may, after written notice of same has been provided to Contractor with a thirty (30) day period allowed for cure, upon being satisfied of the validity of said charges, deduct the same from the next payment or payments to become due to the Contractor and pay the same to the claimant or, in the alternative, at the sole election of the Village, call on the performance bond or letter of credit provided in Section 13 below to pay said claim or claims as provided for herein.

7) **Litter.** The Contractor shall not litter premises in the process of making collections but shall not be required to collect material that has not been placed in approved containers or in a manner herein approved. It shall be the responsibility of the Contractor to make sure that the size of container and frequency of collection is adequate for the amount of waste material deposited in the container.

8) **Collection Equipment.**

   A. The Contractor shall provide an adequate number of vehicles approved by the Village for regular collection services. The vehicles shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and phone number of the Contractor.

   B. The Contractor shall certify to the Village within 60 days after the commencement of each franchise year the nature and quantity of vehicles and equipment on hand and available for regular collection services and back-up in the event of any breakdowns.

   C. The Contractor shall provide an adequate number of standard manufactured type mechanically serviced commercial containers, compatible with the Contractor’s servicing equipment and subject to government regulation. The Contractor shall also provide for overflow or bulk trash pick-up of solid waste material that cannot be accommodated in such containers. Such overflow or bulk pick-up shall be reflected on Exhibit A. The Village reserves the right to disapprove of the containers furnished by the Contractor if those containers are unsightly, unsafe or experience mechanical difficulties at the sole determination of the Village Manager or her designee. Containers shall at all times be maintained in good repair, appearance, and kept in a sanitary condition.

9) **Office.** The Contractor shall establish and maintain a local office or such other facilities through which it can be contacted, where service may be applied for, and complaints can be made. It shall be equipped with sufficient telephones with local telephones numbers and shall have one (1) responsible person in charge during collection hours and shall be open during collection hours.

10) **Hauling.** All solid waste hauled by the Contractor shall be so contained, or enclosed that leaking, spilling or blowing are prevented. In the event of any spillage, the Contractor shall immediately clean up the spill.
11) **Routes and Schedules.** Routes and schedules of commercial collection shall be subject to the approval of the Village. The Contractor shall provide the Village with proposed schedules of commercial routes and shall keep such information current at all times. Such schedule may be modified from time to time upon the mutual agreement of the parties. It shall be the customer’s responsibility to place solid waste material in an approved container at the appropriate location for collection before the approved starting hour. If any change to the collection routes occurs, then the Village shall be immediately notified in writing. The Village Manager shall approve all permanent changes in routes or schedules that alter the day of pickup. Upon approval of the Village Manager, the Contractor shall provide a letter or flyer informing customers of such change and timing of such change via direct mail to each affected household and publish similar information in a newspaper of general circulation in Miami Dade County at least seven (7) days prior to the effective date of such route or schedule changes. The cost of publication shall be borne solely by the Contractor.

12) **Complaints.** All complaints shall be resolved by the Contractor within twenty-four (24) hours. The Contractor shall supply the Village with copies of all complaints on a form approved by it and indicate the disposition of each. Such records shall be available for Village inspection at all times during business hours. The form shall indicate the day and the hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day.

13) **Bonds.** The Contractor will provide a performance bond in the amount of one million dollars ($1,000,000.00) to the Village or may substitute a letter of credit for the performance bond upon consent of the Village, to guarantee faithful performance of this Agreement. Should the Village be forced to expend money to perform any deficiencies under this Agreement, the Village may call on the bond or letter of credit, if applicable, to cover such costs. The Contractor will be provided a notice of deficiency and be given an opportunity to cure such deficiency within thirty (30) days of receipt of notice before the bond or letter of credit is called.

14) **Insurance.** The Contractor shall, during the term of this Agreement, maintain in full force and effect, commercial general liability insurance policy and automobile liability insurance policy, which specifically covers all exposures incident to the Contractor’s operations under this Agreement. Such insurance shall be with a company acceptable to the Village and each policy shall be in an amount of not less than $1,000,000.00 Combined Single Limit for personal bodily injury, including death, and property damage liability and the general liability shall include but not be limited to coverage for Premises/Operations, Products/Completed Operations, Contractual, to support the Contractor’s Agreement or indemnity and Fire Legal Liability. In addition to the above liability limits, the Contractor shall maintain $5,000,000.00 umbrella and/or excess liability coverage. Policy(ies) shall be endorsed to show the Village, as an additional insured as its interests may appear and shall also provide that the insurance shall not be canceled, limited or non-renewed until after thirty (30) days written notice has been given to the Village. Current certificates of insurance evidencing required coverage must be on file with the Village at all times. Contractor shall provide and maintain during the life of
this Agreement, at its own expense, worker’s compensation insurance coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include employers’ liability insurance in an amount not less than one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) by disease and five hundred thousand dollars ($500,000.00) aggregate by disease. If any operations are to be undertaken on or about navigable waters, coverage must be included pursuant to the Longshoremen and Harbor Workers Act and Jones Act.
15) **Hold Harmless Agreement.** The Contractor shall be liable for its own actions and negligence, and those of its officers, employees and agents, which are the subject of this Contract and the work to be performed thereby. The Contractor shall indemnify, defend and hold harmless the Village against any actions, claims or damages arising out of the Contractor’s actions and negligence, and those of its officers, employees and agents, in connection with this Contract and the work to be performed thereby.

16) **Independent Contractor.** It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to the work, notwithstanding the fact that the Contractor is bound to follow the directions of designated Village officials with regard to certain aspects of this Agreement. The Contractor is in no respect an agent, servant or employee of the Village.

17) **Rates and Fees.**

   A. The Village shall pay to the Contractor an established rate per month per residential unit picked up curbside which shall herein be known as “Curbside Residential” service. Additionally, the Village shall pay the Contractor an established rate per cubic yard for residential containerized (dumpster) service and / or roll off service. These rates paid by the Village are based on a twice per week schedule. Additionally, the Village shall pay the Contractor an established rate per month per unit for curbside and containerized residential recycling collection service provided once per week. Additionally, the Village shall pay the Contractor an established rate per month per unit for curbside and containerized residential vegetation and bulk item collection service provided once per week. The rate schedule for Curbside Residential service, residential containerized (dumpster) service and/or roll off service, commercial collection service, and recycling service is attached hereto as part of Exhibit B and has been approved by the Village Council. No charges and / or fees other than those specifically set forth on Exhibit B may be collected. For all new construction, billing shall commence on the first day of the month following the issuance of a certificate of occupancy by the Village. The Contractor shall submit an invoice to the Village on or about the 10th day of each month, and shall be compensated within 30 days of receipt by the Village of said invoice, pursuant to the rates set forth in Exhibit B.

   B. Each commercial customer shall contract with the Contractor individually; however, the rates shall be as set forth on Exhibit B and no charges and/or fees other than those specifically set forth on Exhibit B may be collected.

   C. For services not listed in Paragraph 17A above, including residential containerized (dumpster) service and / or roll off service in excess of twice per week, the customer shall be billed directly by the Contractor, however, the rates shall be as set forth on Exhibit B and no charges and/or fees other than those specifically set forth on Exhibit B may be collected. Also, customers desiring to rent, lease or purchase compactors from Contractor must pay a separate fee
directly to Contractor, which fee is not included on Exhibit B. In the event of a rate dispute, the Mayor or her designee will establish the final rate on a fair and equitable basis for all parties concerned.

D. Should any commercial customer, or any containerized multifamily residential customer choose to revise its level of service with the Contractor, the Contractor will charge an administrative fee of $50.00 per account.

18) **Financial Statement.** Each year, within 120 days after the close of the Contractor’s fiscal year, the Contractor shall deliver to the Village, a Certified Financial Statement including, at a minimum, a Balance Sheet and an Income Statement representing the financial position and the Results of Operations respectively of the Contractor. The report must include the opinion of a Florida Certified Public Accountant, who has conducted an audit of the Contractor’s books and records in accordance with generally accepted auditing standards which include tests and other procedures necessary, that the financial Statements are fairly presented, in all material respects, in conformity with generally accepted accounting procedures.

19) **Disposal Costs - Increased Compensation.** In the event disposal costs charged to the Contractor for garbage, trash, vegetation, construction debris and recyclable materials at approved sites are increased or decreased, the rate charged for the collection of the garbage, trash and recyclable materials may be adjusted accordingly effective October 1 of each year and passed through to the customer either as an increase or reduction in the fees charged. All residential disposal credits for the Village will be assigned to the Contractor. The disposal portion of the commercial rate will be based on the Solid Waste Authority’s calculation. Additionally, the fees or compensation payable to the Contractor for any year of the term hereof shall be adjusted on October 1 of each year based on the percent change as reflected in the United States Department of Labor Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services Series CUUR0000SEHG, as published by the Bureau of Labor Statistics, for the twelve (12) month period ending nearest, but at least 60 days prior to, the October 1 adjustment date. At least 30 days prior to the October 1 adjustment date, the Contractor shall provide the Village with its computations therefor. Adjustments shall be made in units of one cent ($0.01). Regardless of the actual percentage change as reflected in the United States Department of Labor Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services Series CUUR0000SEHG, as published by the Bureau of Labor Statistics, for the twelve (12) month period ending nearest, but at least 60 days prior to, the October 1 adjustment date, adjustments to the fees or compensation payable to the Contractor for any particular year of the term hereof shall not exceed a maximum adjustment of three percent (3%).

20) **Additional Services.** Collection of construction debris and similar material shall be provided by the Contractor with roll-off container service or clam shell truck service by a separate agreement with the private residential or commercial customers at the rates set forth on Exhibit B. If additional service is required by the Village as opposed to a private party, this Agreement may be modified by mutual consent of the Parties.
21) **Franchise Fee.** Contractor will pay the Village a ten percent (10%) franchise fee; which franchise fee shall be calculated as ten percent (10%) of the Contractor’s net billing revenue (gross collections less disposal costs) under this Agreement. This franchise fee shall be paid to the Village on a quarterly basis within thirty (30) days after the end of each quarter.

22) **Hazardous Waste.** Nothing in this Agreement shall require, and the Contractor shall not collect for, disposal of any material which is hazardous in nature as that term is used in any applicable law, rule or regulation.

23) **Termination.** The Village shall have the right to terminate this Agreement upon receipt of complaints that remain unresolved or by virtue of a default hereunder by the Contractor. Should the Contractor default in any of its material obligations as set forth herein, or should there be complaints to be corrected, then the Village shall notify the Contractor in writing of such default or complaint, whereupon the Contractor shall make every reasonable effort to correct the default or complaint. If the Contractor refuses or is unable to correct the default or complaint within thirty (30) days of written notification, the Village may then give the Contractor sixty (60) days written notice of cancellation. Should the Contractor fail to make payments to the Village as required herein, the Village shall have the right to terminate this Agreement immediately.

24) **Compliance with Laws and Ordinances.** The Contractor will comply with all standing Federal laws and all Ordinances of the Village in the performance of the duties contemplated by this Agreement.

25) **Access and Audits.** The Contractor shall maintain within Miami Dade County adequate records of the services during each year and for two years following the end of each year of the Contract. The Village shall have the right to review all records maintained by the Contractor upon 24 hours written notice.

26) **Notice.** Written notice as provided for herein shall be considered sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

<table>
<thead>
<tr>
<th>City</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village of El Portal</td>
<td>[Successful Proposer]</td>
</tr>
<tr>
<td>500 NE 87 Street</td>
<td></td>
</tr>
<tr>
<td>El Portal, FL 33138</td>
<td></td>
</tr>
<tr>
<td>Attn: Manager or Designee</td>
<td></td>
</tr>
</tbody>
</table>

27) **Attorneys’ Fees.** In the event that it becomes necessary for either Party to employ counsel to collect this obligation or to enforce this Agreement, whether or not suit be brought, the prevailing party shall be awarded reasonable attorneys’ fees, including fees on appeal.

28) **Severability.** Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, same shall be deemed stricken here from and all other
terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof.

29) **Delay - Not a Waiver.** No delay by the Village in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver by the Village of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.

30) **Non-assignment.** The Agreement may not be assigned in whole or in part by Contractor without written consent of the Village, which written consent may be withheld at the sole discretion of the Village for any or no reason.

31) **Inspector General.** Pursuant to Article XII of the Miami Dade County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general’s functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

32) **Public Records.** In accordance with Sec. 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village’s custodian of public records, the Contractor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Contractor who fails to provide the public records to the Village or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney’s fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the Village. Finally, upon completion of the Agreement, the Contractor shall transfer, at no cost to the Village, all public records in possession of the Contractor, or keep and maintain public records required by the Village. If the Contractor transfers all public records to the Village upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains
public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village’s custodian of public records, in a format that is compatible with the Village’s information technology systems.

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, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (305) 795-7880, OR AT yjacobi@villagofelportal.org OR AT 500 NE 87 Street, EL PORTAL, FLORIDA 33138.

33) Entire Understanding. This Agreement constitutes the entire understanding of the Parties with respect to the provision of garbage, bulk trash, vegetation collection services and recycling services. It may not be modified, or any of its provisions waived, unless such modification and/or waiver is in writing and is agreed to and signed by both Parties.

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals this ___ day of ________________, 2018.

ATTEST: Village:

Village: Village of El Portal

By:__________________________ By:__________________________
Yenise Jacobi, Village Clerk Christia E. Alou,
Village Manager (Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:__________________________
Norman Powell, Interim Village Attorney
ATTEST:  

By:__________________  By:__________________

(Corporate Seal)

Signed, sealed and delivered in the presence of two witnesses:

______________________________
Witness

______________________________
Witness
EXHIBIT A
COLLECTION SCHEDULE

Single-family Curbside:

Garbage Collection

Vegetation Collection
Recycling Collection
Bulk Trash Collection

Multi-family Containerized:

Garbage Collection
Recycling Collection

ATTEST:                    CONTRACTOR

By:______________________  By:________________________

(Corporate Seal)
EXHIBIT B-1  
CURBSIDE RATES AND FEES

Garbage Collection 2 days/week $ 

Vegetation Collection 1 day/week $ 
Vegetation Collection 2 days/week $ 

Bulk Trash 1 day/week $ 
Bulk Trash 2 days/week $ 

Recycling Collection 1 day/week $ 

TOTAL MONTHLY RATE $ 

ATTEST:  
CONTRACTOR

By:_______________  By:_______________

(Corporate Seal)
EXHIBIT B-2
COMMERCIAL INCLUDING CONTAINERIZED MULTI-FAMILY
RATES AND FEES

Rates quoted are on a per container basis at $\textcolor{red}{\text{per cubic yard for collection}}$

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<th>Requested service</th>
<th>Days per week</th>
<th>Monthly Collection cost</th>
<th>Monthly Disposal cost</th>
<th>Total Monthly cost</th>
<th>Total Annual cost</th>
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</tr>
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<td>3</td>
<td>$</td>
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</tr>
</tbody>
</table>

Recycling collection 1 day per week (per unit) $\textcolor{red}{\text{(Monthly cost)}}$ $\textcolor{red}{\text{(Annual cost)}}$

Roll off Collection Rate $\textcolor{red}{\text{\$ per pull plus disposal}}$

ATTEST:  
CONTRACTOR

By: ____________________  By: ____________________

(Corporate Seal)
EXHIBIT C
BUSINESS INFORMATION

Full Legal Name of Entity: _______________________________________________________
(Exactly as it is to appear on the Contract)

Entity Address: ________________________________________________________________

Telephone Number: ( ) Fax Number: ( )

Form of Entity (check one and complete the appropriate entity statement attached hereto)
[ ] Corporation
[ ] Partnership, General
[ ] Partnership, Limited
[ ] Joint Venture

Federal I.D. Number ____________________________________________________________
(1) If Proponent is a subsidiary, state name of parent company.

Caution – All information provided herein must be as to Proponent (subsidiary) and not as to parent company.

(2) If a corporation is a partner of a proposing partnership or a member of a proposing joint venture, the corporation statement, attached hereto, must be completed in addition to the appropriate Proponent’s business entity statement.

Is Entity registered to do business in the State of Florida? Yes[ ] No [ ]
If yes to above, as of what date?

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the Contract with the Village of El Portal.

SIGNATURE: ___________________________ TITLE ___________________________

NAME (PRINT): __________________________ COMPANY __________________

THIS FORM ALONG WITH APPROPRIATE FOLLOW UP PAGE TO BE SUBMITTED ALONG WITH PROPOSAL FOR THIS PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.
EXHIBIT C-1
CORPORATION STATEMENT

If a Corporation, answer the following:

1. When incorporated?

2. Where incorporated?

3. The Corporation is held:
   [ ] Publicly   [ ] Privately

4. Has the Corporation previously offered to provide solid waste and recycling collection services (as stated in the RFP) in the state of Florida?
   [ ] Yes   [ ] No
   If yes, indicate: Date: ____________ Location: ____________

5. Furnish the name, title and address of each director, officer, principal managers, and how long they have been employed.

6. Attach a copy of the Corporate Certificate from the Secretary of State.

7. Attach Credit references.
EXHIBIT C-2
PARTNERSHIP STATEMENT
(General or Limited)

If a General or Limited Partnership, answer the following:

1. Date of Organization? ________________________________

2. Place of Organization? ________________________________

3. Indicate: [ ] General Partnership or [ ] Limited Partnership

4. Is the Partnership agreement recorded? [ ] Yes [ ] No
   If yes, indicate: _______ _______ _______ _______
   Date    Book    Page    Location

5. Has the Partnership previously offered to provide solid waste and recycling collection services as stated in RFP in the state of Florida?
   [ ] Yes [ ] No
   If yes, indicate: Date: __________ Location: __________

6. Furnish the name, title and address of each director, officer, principal manager(s), general or limited partner, and how long each has been employed.

7. Attach one copy of the Partnership Agreement .

8. Attach Credit References.
EXHIBIT C-3
JOINT VENTURE STATEMENT

If a Joint Venture, answer the following:

1. Date of Organization? ______________________

2. Place of Organization? ______________________

3. Is the Joint Venture Agreement recorded:
   [ ] Yes   [ ] No

   If yes, indicate:
   __________  __________  __________  __________
   Date      Book     Page     Location

4. Has the Joint Venture previously offered to provide solid waste and recycling collection services as stated in the RFP in the state of Florida?
   [ ] Yes   [ ] No

   If yes, indicate Date: ______________Location: ______________

5. Furnish the name, title and address of each director, officer, principal manager(s), general or limited partner of Joint Venture and how long they have been employed.

6. Attach one copy of the Joint Venture Agreement.

7. Attach Credit References.
EXHIBIT D
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 with Proposal or Contract No.______________, to the Village of El Portal.
2. This sworn statement is submitted by:

(Company Name)
whose business address is: ___

(if applicable) its Federal Employee Identification Number (FEIN) is: ___

(this sworn statement: - - - - -)

3. My name is ___________________________________________________________________________ and
   (please print name of individual signing)

4. I understand that “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 any agency or political subdivision of any other state or with the United States, including but not limited to, any proposals 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.

5. I understand that the “convicted” or “conviction” as defined in Paragraph 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 guilt or nolo contendere.

6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. 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 the 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 a person who has been convicted of a public entity crime in Florida during the preceding thirty six (36) months shall be considered an affiliate.

7. I understand that a “Person” as defined in Paragraph 287.133(1)(c), 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 in contracts 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 the 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 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 after 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 any affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989.

The entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime after 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 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 OF OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 1 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.

[Signature & date]

THE STATE OF FLORIDA
COUNTY OF MIAMI DADE

The foregoing was acknowledged before me this________day of________, 2018 by ___________________________ who is personally known to me or who has produced a Florida driver's license as identification and who did/did not take an oath, and who stated that he executed same on behalf of the above-named entity for the purposes therein expressed.

(Seal)

______________________________
NOTARY PUBLIC, State of Florida

THIS FORM TO BE SUBMITTED ALONG WITH PROPOSAL FOR THIS PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.
EXHIBIT E
TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of the Agreement. This document must be executed by a Corporate Officer.

By: ____________________________ Title: ____________________________ Date: ______________
EXHIBIT F
DRUG FREE WORKPLACE CERTIFICATION

If identical tie proposals exist, preference will be given to the vendors who submit a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

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

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

1. This firm publishes 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. This firm informs 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. This firm gives 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), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

(Vendor’s Signature)                                      (Firm Name)

Date

THIS FORM TO BE SUBMITTED ALONG WITH PROPOSAL FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.
EXHIBIT G REFERENCES OF SIMILAR WORK

1. Organization name and Address:

<table>
<thead>
<tr>
<th>Beginning Date of Contract:</th>
<th>Ending Date of Contract:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td>Phone No:</td>
</tr>
<tr>
<td>Location of Property:</td>
<td></td>
</tr>
<tr>
<td>Dollar Amount of Contract / Sale Price:</td>
<td></td>
</tr>
<tr>
<td>Scope of Work/Type of Services Performed Under Contract:</td>
<td></td>
</tr>
</tbody>
</table>

Number of Staff Provided for Project (indicate full-time or part-time): _____

2. Organization name and Address:

<table>
<thead>
<tr>
<th>Beginning Date of Contract:</th>
<th>Ending Date of Contract:</th>
</tr>
</thead>
<tbody>
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<td></td>
</tr>
</tbody>
</table>

Number of Staff Provided for Project (indicate full-time or part-time): _______

3. Organization name and Address:

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<tr>
<th>Beginning Date of Contract:</th>
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</tbody>
</table>

Number of Staff Provided for Project (indicate full-time or part-time): __________

THIS FORM TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER FOR THIS PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.
RFP ACKNOWLEDGEMENT AND SUBMITTAL FORM

PROPOSAL FORM

To: Village of El Portal
500 NE 87 Street
El Portal, FL 33138

RE: Project: Solid Waste and Recycling Collection and Disposal Services (the “Project”)

Attention: Christia E. Alou, Village Manager

Proposer: ________________________________

Proposer Address: ________________________________

Date: ________________________________

Proposer Representative: ________________________________

Phone: ________________________________

PROPOSER’S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Proposer, declares that the only persons, or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Village of El Portal and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Project.

The Proposer further declares that no Village Council Member, other Village officer or employee directly or indirectly owns more than five percent (5%) of the total assets or capital stock of the Proposing entity, nor will such an individual directly or indirectly benefit by more than five percent (5%) from the profits or emoluments of this contract.

The Proposer further declares that he has carefully examined the Instructions to Proposers and that this Proposal is made according to the
provisions and under the terms of these documents, which specifications are hereby made a part of this Proposal.

**ADDENDA**
The Proposer hereby acknowledges that he has received Addenda No.’s to the Proposal Documents.

**TAXES**
The Proposer hereby acknowledges that the sums bid below shall not include Florida sales or gross receipts tax amounts. The Village of El Portal is exempt from these taxes on services.

**BID DATA SUPPLIED BY VILLAGE**
The Proposer hereby acknowledges that the number of units, containers, cubic yards, or other data supplied by the Village are good faith estimates for the sole purpose of determining bid awards. The Village does not guarantee any minimum or maximum amount of work whatsoever.

**PROPOSAL PRICES**
Proposers wishing to perform the residential solid waste, vegetative waste and recycling collection services for the Village and Commercial Solid Waste and Recycling Collection Services are required to submit Proposal prices as detailed on Exhibit B contained in the Proposal Documents.

**ATTEST:**

________________________
Signature
________________________ Title
(Corporate Seal)

**PROPOSER:**

________________________
Signature
________________________ Title
(Corporate Seal)