



REQUEST FOR PROPOSAL

Citywide Recycling Collection and Processing Service

RFP # 2022-02

Proposals due by September 9, 2022

At 10:00 a.m.

City of Madeira Beach, City Hall

300 Municipal Drive

Madeira Beach, Florida 33708

CONTACT:

Megan Wepfer, Public Works Director

Phone: (727) 543-8154

Email: mwepfer@madeirabeachfl.gov

PURPOSE & INTRODUCTION

This Request for Proposals (RFP) is for The City of Madeira Beach to receive responses from qualified firms/companies capable of assisting the city in meeting its recycling collection and processing service needs. The collection is the pickup of recyclable material; processing is sorting, baling, and selling recyclable material so it can be made into new material.

Recyclable Materials are defined as follows:

- a. Recyclable items accepted- metal food and drink cans, glass bottles and jars, plastic bottles and jugs, and paper and cardboard (and cartons).
- b. Recyclable items not accepted - plastic bags and plastic wrap, food and liquid waste, and Styrofoam containers. Items that are not accepted are typically considered “contamination” in recycling programs because they must be disposed. There is a cost to handle and dispose of contamination.

The City currently has a contracted vendor, and the contract is expiring at the end of the year.

PROJECT DESCRIPTION

The city is in search of a company to:

- Pick up and process residential recyclable material once per week and Commercial based on volume.
 - Containers to be provided by contractor
 - Residential – Minimum of 64-gallon cart with a lid and wheels.
 - Commercial – 96-gallon cart with a lid and wheels.
 - Single Family – 1,222
 - Multi Family – 539
 - Prior to the contract agreement staff and contractor will agree on the number of residential and multi-family.
- Potential bidders are welcome to visit by appointment only.

CALENDAR OF EVENTS

- | | |
|----------------------|--|
| • August 12, 2022 | Request for Proposals (RFP) release date |
| • August 24, 2022 | Questions Due |
| • August 31, 2022 | Addendums posted |
| • September 9, 2022 | RFP Bid Opening at 10 AM |
| • September 28, 2022 | BOC Workshop |
| • November 9, 2022 | Bid Award and Contact Approval by BOC |

QUALIFICATIONS

The responding Company shall present their bid as outlined in the RESPONSE FORMAT/SUBMITTAL REQUIREMENTS section of this document. Respondents must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City of Madeira Beach. The City reserves the right to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the terms and conditions of the Contract. In the event the responses do not meet the Owner’s requirements, alternative delivery methods may be pursued. The Owner reserves the right, at its sole discretion, to accept or reject any or all proposals and maintains no obligation to select any proposal.

SELECTION CRITERIA

The following criteria will be used in selecting the contractor (and listed in no specific order):

- Relevant local experience in similar projects
- Qualifications of Company

*****COST WILL BE THE OVERALL DETERMINING FACTOR IN THE EVALUATION*****

SUBMITTAL PROCEDURES:

Firms shall submit one (1) signed original, five (5) copies, and one (1) electronic (USB) copy must be submitted by the date and time indicated below. Bids not submitted by that time will be refused. BIDS shall not be valid unless sealed in a single envelope or box marked: **“Citywide Recycling Collection and Processing Service RFP 2022-02”** and received by:

City of Madeira Beach
City Clerk’s Office
300 Municipal Drive
Madeira Beach FL 33708

Bids will be received until 10:00 A.M Friday September 9, 2022, by the Office of the City Clerk, City of Madeira Beach, FL 33708. Bids will be opened and publicly read at that time.

RESPONSE FORMAT / SUBMITTAL REQUIREMENTS

The response must be organized according to the following format. Information should be concise and specific to address each request. Include a table of contents and tabs to organize the material in the following order.

Letter of Interest: To be no more than one (1) page long. The letter of interest may contain any information not shown elsewhere in the submittals.

Qualifications: Provide a brief description of the history and capabilities of the company. Describe the types of projects or services the company performs and the dollar value of each.

Specific Recycling experience: List recent recycling contracts your company has completed in the Tampa Bay region that are specifically relevant to the proposed scope of the proposal – and that are not included in the Past Performance project experience listed below.

Quality Control: Provide a summary of your companies approach to quality control during services.

Claims / disputes / litigation: Identify all unresolved and ongoing claims and disputes against your firm more than \$500,000. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of litigation, including the outcomes, for the past five years.

Fee: the most responsive and responsible company offering the most competitive pricing will be awarded the contract. The contract will be all inclusive on an annual basis.

RESERVES THE RIGHT

The City reserves the right to reject all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be in the best interest of the City.

DESIGNATED CONTACT

The awarded Company shall appoint a person to act as a primary contact with the City. This person or back up shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms of the Contract.

INSURANCE REQUIREMENTS (to be filed with the city upon award)

Include proof of Insurance furnished by the company's carrier to guarantee the firm is insured. The awarded company must file with the City certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- **Liability Insurance:** The party submitting an RFP, if selected, shall furnish, pay for, and maintain during the life of any contract entered into with the City of Madeira Beach, Florida, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, employees or subcontractors with the following liability coverage's limits and with no less than:
- **Comprehensive General Liability: \$5,000,000** per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- **Workers' Compensation:** Proposer will obtain and maintain during the life of this Contract, Workers' Compensation insurance in accordance with the laws of the State of Florida, for all of Proposer's employees employed at the site of the Project. Coverage should include Employers Liability, Voluntary Compensation and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable.
- **Employer's Liability: \$100,000** each employee, each accident, and **\$100,000** each employee/**\$500,000** policy limit for disease, and which meets all state and federal laws. Coverage must be applicable to employees, contractors, and subcontractors, if any.
- **Professional Liability/Malpractice/Errors or Omissions: \$1,000,000** per occurrence as appropriate for the type of business engaged in by the Proposer shall be purchased and maintained.

DURATION

The terms of this agreement shall be effective for five (5) years from the date of award. The agreement may be extended by mutual agreement for an additional two (2), one (1) year period with the option to negotiate pricing, terms, and conditions. The City of Madeira Beach will notify the vendor in writing ninety (90) days or more prior to the expiration of the agreement as to its intent to renew the agreement.

EFFECTIVE DATE

The new contract will be awarded in November and will commence on January 1, 2023.

INDEMNIFICATION AND INSURANCE

The City shall be held harmless for all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions or Respondent employees and/or agents.

The Respondent agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of

attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered the City's exclusive remedy.

In the event the completion of a project awarded pursuant to this RFP (to include the work of others) is delayed or suspended because of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the City from all increased expenses resulting from such delay. It is agreed by the parties hereto that the Respondent/Vendor has received specific consideration under the agreement for this hold harmless/indemnification provision.

Subcontractors: Proposer shall require and verify all subcontractors maintain insurance, including workers' compensation insurance, subject to all the requirements stated herein prior to beginning work.

ASSURANCES

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City will apply.

DEVIATIONS FROM SPECIFICATIONS

Respondents shall clearly indicate, as applicable, all areas in which the items/services he/she proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the city.

NO COLLUSION

By offering a submission to this request, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

TERMINATION

The resulting contract may be canceled by the City when:

- a. 30-days for cause
- b. 90-days without cause

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- a. That the respondent acted in good faith in submitting the submittal.
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would create severe hardship upon the respondent.
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent.
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal.
- e. The respondent submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

The awarded firm shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The awarded firm shall also be responsible for compliance with all applicable codes, laws, and regulations.

PUBLIC RECORDS

Contractor acknowledges that it is acting on behalf of a public agency; this Agreement is subject to the provisions of §119.0701, Florida Statutes, and; that Contractor must comply with the public records laws of the State of Florida. Contractor shall:

- (1) Keep and maintain public records required by the public agency to perform the service.
- (2) Upon request from the public agency's custodian of public records, the Contractor shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the costs provided in this chapter or as otherwise provided by law.
- (3) The Contractor shall ensure that public records that are exempt or confidential and, therefore 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.
- (4) The Contractor shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and, therefore, exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- (5) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the custodian of public records for the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request. The Contractor must provide the records to the public agency or allow the records to be inspected, copied, or photographed within a reasonable time and in compliance with the requirements of §119.07, Florida Statutes.
- (6) If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- (7) A Contractor who fails to provide public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.
- (8) If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time, and.

- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.
 - c. The notice requirement is satisfied if written notice is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed in this contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (9) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.
- (10) If the Contractor Has Questions Regarding the Application Of Chapter 119, Florida Statutes, To The Contractor's Duty To Provide Public Records Relating To This Contract, Contact The Custodian Of Public Records At:

City of Madeira Beach
Attn: City Clerk
Madeira Beach, FL 33708
727-391-9951, Ext. 231
cvanblargan@madeirabeachfl.gov

RESPONSE TO: RFP 19-5 Citywide Recycling Services

I acknowledge receipt of any/all Addenda _____

I have included:

- Proposal Worksheet
- Proposer's Statement of Organization
- References
- Hold Harmless Agreement
- Certificate of Insurance
- Non-Collusion Affidavit
- Drug Free Workplace Form

Mailing Address: _____

PHONE: _____ FAX: _____ DATE _____

BY signing and submitting this proposal, I am certifying that (a) I am a citizen of the United States; (b) I am not a member or an employee of any taxing authority; and (c) I do not represent any property owner in an administrative or judicial review of property tax issues.

Signature of Respondent Witness Date

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____ My Commission Expires _____

Proposal Worksheet

Instructions for City of Madeira Beach Request for Proposals Worksheet: Vendors may use the attached forms or use their own in similar formats.

Proposer (Company Name): _____

Recycling Process proposed (sort or single): _____

Residential Curbside Container size (Minimum 64 G Cart): _____

Costs: One price shall be proposed for each option

Residential – Per Month

\$_____ per Household

Commercial – Per Pickup based on number of carts

\$_____ 1 - 5 Carts per pickup

\$_____ 21 – 25 Carts per pickup

\$_____ 6 -10 Carts per pickup

\$_____ 26 – 30 Carts per pickup

\$_____ 11-15 Carts per pickup

\$_____ 31 – 35 Carts per pickup

\$_____ 16 – 20 Carts per pickup

\$_____ 36 – 40 Carts per pickup

Please note any requested alternatives to the proposed costs below:

Statement of Organization

1. Full Name of Business (Proposer):

2. Local Business Address:

3. Local Business Phone Number:

4. Local Contact Person(s):

5. Local Contact Email Address:

6. Form of Business (Corporation, Partnership, Joint Venture, Other):

7. If a corporation, in what state incorporated: _____

Date Incorporated: _____
 Month Day Year

8. If a Joint Venture or Partnership, date of Agreement: _____

9. Provide names of authorized representative(s) of the proposer who has legal authority to bind the proposer in contractual obligations:

Name	Address	Title
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10. List of all subcontractors participating in this proposal:

Name	Address	Area of Responsibility
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11. Identify the provisions of any agreement between parties which assigns legal or financial liabilities or responsibilities.

12. If responding firm(s) are a partially or fully owned subsidiary of another firm, or share common ownership with another firm, please identify the firms and relationships.

13. Where will the proposer deliver the County's Recyclable Materials for processing? Please provide the name and address of the MRF and indicate if proposer owns this MRF.

14. List of Recyclable material that will be accepted.

15. If the MRF is not owned by the proposer, please provide a letter of intent from the MRF to provide processing services for the County's Recyclable Materials for the life of this contract.

References

The proposer shall provide a minimum of three (3) references of public agencies or cities in Florida presently being served by the proposer with similar services to those being requested by the City of Madeira Beach.

Reference 1.

Name of Public Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Average Annual Tonnage of Recyclable Material Collected: _____

Reference 2.

Name of Public Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Average Annual Tonnage of Recyclable Material Collected: _____

Reference 3.

Name of Public Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Average Annual Tonnage of Recyclable Material Collected: _____

Additional references may be provided at the proposer's discretion.

HOLD HARMLESS AGREEMENT

I _____ (Respondent) agrees to indemnify and hold the City harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions of Respondent or employees and/or agents of Respondent.

In the event the completion of a project awarded pursuant to this RFP (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the City from any and all increased expenses resulting from such delay.

Signature of Respondent Witness

Date

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____ My Commission Expires _____

NON-COLLUSION AFFIDAVIT

I _____ (Respondent) of the firm of _____ (Respondent Firm Name) responded to the notice for calling for proposals for Tree Trimming and Removal Services for the City of Madeira Beach. This proposal has been executed with full authority to do so. This response has been arrived at independently without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to proposals or responses of any other responder or with any competitor, and no attempt has been made or will be made by the Responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition.

The Statements contained within this affidavit are true and correct, and made with full knowledge that the City of Madeira Beach relies upon the truth of the statements contained in this affidavit in awarding contracts for said services.

Signature of Respondent Witness

Date

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____ My Commission Expires _____

DRUG FREE WORKPLACE CERTIFICATION

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 an employee 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, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working in the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee 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 work place no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature of Respondent Witness
Date

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____ My Commission Expires _____

CERTIFICATION OF INFORMATION PROVIDED

I certify that the information and responses provided on this submittal are true, accurate, and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated

_____, 2012

Contractor:

(Contractor Name)

(Signature)

By: _____
(Typed Name)

Its: _____
(Title)

Sworn to and subscribed before me

this _____ day of _____, 2012.

(Notary Public)

(My Commission Expires)