

BID COVER

**City of Apalachicola
Procurement Division**

(850) 653-9319 (main)
Issue Date: April 14, 2022

**INVITATION TO NEGOTIATE: #2022-1
Solid Waste and Recycling Collection**

QUESTION SUBMITTAL DUE DATE: M a y 2 , 2 0 2 2 @ 3:00 pm

*All meetings and submittal deadlines are Eastern Time
(ET).*

DUE DATE TO SUBMIT PROPOSAL: May 16, 2022 at 3:00pm

SUMMARY OF SCOPE OF WORK: The City of Apalachicola is seeking bids for the collection of

- Single Family: Garbage, Yard Trash, Bulkand Recycling
- Multifamily: Garbage, Recycling and Bulk Trash
- Commercial: Garbage and Bulk Trash

This is an exclusive franchise agreement with a term of five years with an option for up to two five-year renewals with the written agreement of both parties.

For questions relating to this solicitation, contact: Travis Wade, City Manager

twade@cityofapalachicola.com

Bidder is not in arrears to City upon any debt, fee, tax or contract: Bidder is NOT in arrears Bidder is in arrears
Bidder is not a defaulter, as surety or otherwise, upon any obligation to City: Bidder is NOT in default Bidder IS in default

Bidders who receive this bid from sources other than City of Apalachicola Procurement Division MUST contact the Procurement Division prior to the due date to ensure any addenda are received in order to submit a responsible and responsive offer. Submitting an incomplete document may deem the offer non-responsive, causing rejection. The City reserves the right to reject all proposals. The bid and all addenda can be found on the City website: www.cityofapalachicola.com

ADDENDA ACKNOWLEDGMENT: Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) # _____

Legal Name of Bidder: _____
DBA: _____
Authorized Representative Name/Title: _____ E-
mail Address: _____ FEIN: _____ Street
Address: _____
Mailing Address (if different): _____
Telephone: (_____) _____ Fax: (_____) _____

By signing this form, I acknowledge I have read and understand, and my firm complies with all General Conditions and requirements set forth herein.

- Proposal is in full compliance with the Specifications.
- Proposal is in full compliance with the Specifications except as specifically stated and attached hereto.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

SIGNER'S PRINTED NAME: _____ **DATE:** _____

This page must be completed and included with your Submittal.

PART 1 – INVITATION TO NEGOTIATE INFORMATION

Thank you for your interest in working with the City of Apalachicola, Florida.

Pertinent information and required documents regarding this solicitation as part of a responsive offer are listed below:

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1.1 INTRODUCTION/BACKGROUND

The City of Apalachicola’s Solid Waste Agreement is due to expire June 30, 2022.

The current agreement is for the collection of garbage, recycling, yard waste, and bulk waste from residential buildings. The agreement also has provisions to collect garbage and recycling from City facilities.

The City wishes to award an exclusive franchise for the solid waste services which are enumerated in the Scope of Work and the draft Agreement attached.

The City recently moved trash pickup almost exclusively to streetside pickup in order to avoid the network of alleys throughout the City.

The goal is for the City to award the contract by May 15, 2022 which would allow the prospective vendor forty five (45) days to implement the contract.

For purposes of the instant solicitation the City Manager and Office of the City Manager shall act as the Procurement Officer and Procurement Division referenced throughout.

PART 2 – INVITATION TO NEGOTIATE INFORMATION

2.1 DISTRIBUTION OF INFORMATION

The City posts and distributes information pertaining to its procurement solicitations on at www.cityofapalachicola.com.

It is the responsibility of the bidder to monitor the City website which will provide all notifications regarding this Invitation to Negotiate.

2.2 QUESTIONS/CLARIFICATIONS AND BID OPENING

All questions that occur following review of the ITN by interested parties should be submitted in writing to Travis Wade, City Manager at twade@cityofapalachicola.com on or before May 2, 2022. All relevant questions will be answered via Addendum which will be posted on the city website at www.cityofapalachicola.com for vendor access. All addenda must be acknowledged by the bidder on the Bid Cover Page.

2.3 ITN TIME TABLE

The anticipated schedule for the ITN and contract approval is as follows:

ITN available for distribution	April 14, 2022
Deadline for receipt of questions	May 2, 2022 (3:00 pm local time)
Deadline for submittal of proposals	May 16, 2022 (3:00 p.m. local time)
Evaluation/Selection process	May 18, 19 and 20, 2022
Negotiations	Beginning Week of May 22, 2022
Projected award date	TBD
Projected contract start date	July, 1, 2022

All dates are subject to change. Bidders will be notified via Addendum available on the City website in event of any schedule changes.

2.4 PROHIBITION OF LOBBYING

To ensure fair consideration, consistent and accurate dissemination of information for all bidders, the City prohibits communication to or with any department, employee, or agent evaluating or considering proposals during the submission process, except as authorized by the Procurement Division representative. **Additionally, the City prohibits communication initiated by a bidder to any city official or employee evaluating or considering the proposals (up to and including the City Commissioners) before the time an award decision has been made.** Any communication between proposer and the City required to obtain information or clarification for preparing a bid or to enable a proper, accurate evaluation of a proposal will be handled solely through the Procurement Division staff. **Any communications initiated between the bidder and the City outside these parameters may be grounds for disqualifying the offending bidder from consideration for award of the proposal and/or any future proposal.**

2.5 CONE OF SILENCE

During the Cone of Silence (formerly called Blackout period) as defined in the next paragraph, except as pursuant to an authorized appeal, no person may lobby (as defined in section 2.4 on behalf of a competing party in a particular procurement process, City officials or employees except the Procurement designated staff contact in the Procurement Division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The Cone of Silence is the period between the issue date of the ITN, which allows for immediate submittals to the City of Apalachicola Procurement Division for the Invitation to Negotiate and the time the City Officials and Employee awards the contract.

2.6 DETERMINATION OF RESPONSIBILITY OF BIDDERS

The minimum qualifications of bidders for this specific ITN are included in Part 3. As a part of the proposal evaluation process, the City reserves the right to conduct a background investigation of bidder, including a record check by the Apalachicola Police Department if the qualifications require it. Bidder's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.

No contract will be awarded to any bidder who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be not responsible by City.

The criteria considered by the City to evaluate the bidder's capability to perform:

- a) The ability of the bidder to successfully carry out a proposed contract.
- b) Past performance (including reference check), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability.
- c) Current litigation pending between the bidder and the City.
- d) Bidder has paid all debts owed to the City.
- e) Bidder possesses all required licenses.

If it is determined that the bidder is not responsible, City will notify bidder of its finding, including evidence used, and allow bidder the opportunity to come into compliance within three (3) business days of notification.

Successful Bidder must either update or complete City's vendor application, pay business tax (if applicable), and register with the State of Florida. Please be advised that the City Attorney's office will not approve a contract with any vendor unless the corporation or partnership is registered with the Division of Corporations with the State of Florida (www.sunbiz.org).

2.7 RESPONSIVENESS OF PROPOSAL

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

PART 3 – MINIMUM QUALIFICATIONS

Vendor Requirements

Vendor shall have, as a minimum, the following within the last five (5) years: Two (2) curbside collection contracts with a minimum of 750 homes per contract and two (2) collection contracts with a local government that collect a minimum of 75 commercial and/or multifamily customers per contract.

Vendor shall have at least one contract in the past ten (10) years where the vendor was awarded an exclusive contract by a county or municipality to service single family, multifamily, and commercial accounts. Vendor shall be required to have an established complaint software system compatible with the current City system.

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PART 4 – SCOPE OF WORK

4.1 GENERAL DESCRIPTION

The City of Apalachicola (hereafter “City”) is requesting the submission of proposals for the collection of:

- Single Family: Garbage, Yard Trash, Bulk Trash and Recycling
- Multifamily: Garbage, Recycling and Bulk Trash
- Commercial: Garbage and Bulk Trash

The City wishes to issue an exclusive contract for Residential, Multifamily, and Commercial collection of the solid waste listed above. This is an exclusive franchise agreement with a term of five years with the potential for up to two five-year renewals with the written agreement of both parties.

4.2 SCOPE OF WORK

Single Family Collection

Customers: Approximately 1,160 single family units

The City collects garbage from residents weekly. The City uses a standard 65 gallon garbage cart for residential collection.

Most residents receive service on Wednesdays and Thursdays. The vendor may provide service over multiple days including Wednesday and Thursday, or other than Wednesday and Thursday, as long as the City approves the collection days.

The current vendor owns garbage carts and recycling bins. The awarded vendor must provide new Collection Containers as part of the service.. Vendor shall have ability to negotiate the purchase of the current garbage carts and recycling bins.

Garbage Service

Vendor will provide Collection Service using automated collection vehicles to all Single Family Customers. Vendor will purchase carts for single-family customers prior to the commencement of service.

The Vendor will be responsible for the disposal fees for all Residential garbage collected.

Recycling Service

To be bid by providing pricing for:

1. Single stream for each customer

Commercial Collection

The City wishes to continue the exclusive franchise for commercial garbage and bulk trash collection within the City. Vendors will be required to identify, contact, and make arrangements for commercial services with each individual business to set up services.

It is estimated that there are approximately 150 commercial locations receiving solid waste service. This is based on data from current billing records and is subject to change.

Service to Commercial customers shall be in dumpsters or carts. The collection agreement will allow for Commercial collection incarts along residential routes where it is determined to be feasible.

The Vendor will be responsible for the disposal fees for all Commercial garbage collected except for that collected with residential routes as permitted.

Multifamily Collection

The City wishes to create an exclusive franchise for collection of garbage, recycling, and bulk waste from multi-family properties within the City.

The City will work with the Vendor to create a list of multi-family properties requiring service at the rate agreed.

Currently, recycling is provided by the garbage hauler at most properties.

Bulk Waste is currently not required to be collected at Multifamily locations but will be added to the contract.

The vendor will be responsible for providing all containers for collection if the multifamily property requests them.

The City will provide an amount to charge each multifamily customer for recycling processing based the number of units on the property which will be remitted to the City monthly. The vendor shall pay all disposal costs for garbage and bulk trash All Refuse shall be hauled to a Site of the Contractors choice. The site must meet all state and federal regulatory requirements.

Vehicles

N/A

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PART 5 – HOW TO SUBMIT A PROPOSAL

Instructions to bidders: Proposals must contain each of the documents listed below; each fully completed and signed, as required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

5.1 STATEMENT OF QUALIFICATIONS FORMAT

- Project Understanding and Approach: Describe your understanding of the objectives and scope of the requested services and your general approach to such. Include a general time frame for being able to respond to City requests for specific project proposals.
- Proposed Project Staff: Identify the key personnel who will be directly assigned to this project. State the qualifications and related experience of each member of the proposed project team. Provide a resume for each team member key personnel for the project.
- Qualifications of Firm: Provide pertinent information about the firm and related experience providing similar collection services.

5.2 CONTENT OF PROPOSAL

Required Documents:

The following documents are required to be included in the bidder's submission:

- a. ITN Cover Page
- b. Address each Minimum Qualification
- c. Provide a Statement of all Qualifications that will communicate the capabilities of the bidder to successfully complete the project
- d. Pricing Proposal
- e. Drug-Free Workplace Form
- f. Bidder Verification Form
- g. References Form
- h. Experience form
- i. Bidder's W-9
- j. Copy of any applicable, current licenses and/or certification required by City/County/State

5.3 PROPOSAL SUBMISSION INSTRUCTIONS

The bid response, containing all required documents, with authorized signatures, must be received by 3:00 p.m. on the due date indicated on the Bid Cover Page for this project. The bidder's complete response must be delivered to City Hall prior to the 3:00 p.m. deadline. Late submittals will not be accepted. Bidder needs to deliver seven (7) hard copies of the proposal.

Modifications to or withdrawal of a bidder's submittal can be made up to the deadline date. Modifications and withdrawals must be documented by written receipt from the Procurement Division in order to be recognized by the City. Any bid not withdrawn will constitute an irrevocable offer, for a period of forty five (45) days, to provide the City adequate time to award the Contract for the services specified in this solicitation.

Both the response and the price proposal, if required to be submitted as a separate document, must be signed by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized

representative who is not an officer may sign the proposal, but must attach a corporate resolution granting authorization to the representative to execute on behalf of the business.

The submittal of a response by a bidder will be considered by the City as constituting an offer by the bidder to perform the required materials/services.

5.4 DISCLOSURE AND CONFIDENTIALITY

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

- (i) Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that bidder claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, bidder shall:
 - a. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted as outlined in items 1 and 2 on the following page. Bidder shall take care to redact only the confidential and exempt information within a record.
 - b. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.
- (ii) Request for Trade Secret or Otherwise Confidential and Exempt Information.
 - a. In the event City receives a public records request for a record with information labeled by bidder as Trade Secret or otherwise as confidential and exempt, City will provide the public record requester with the redacted copy of the record and will notify bidder of the public records request.
 - b. However and notwithstanding the above, in the event that City in its sole discretion finds no basis for bidder's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then City shall notify bidder in writing of such conclusion and provide bidder a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If bidder fails to file for declaratory action within the reasonable amount of time provided, then City will disclose the information requested.
 - c. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by bidder as Trade Secret or otherwise as confidential and exempt, CITY shall notify bidder and bidder shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
 - d. Bidder hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with bidder's claim that any information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

How to Designate Trade Secret or Otherwise Confidential and Exempt Information

If a bidder believes that its response contains trade secret or otherwise confidential and exempt information (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the bidder must provide a redacted copy of the proposal for public access.

- Redacted means that the confidential/proprietary information in the proposal has been obscured so that it cannot be read.
- Unredacted means that the entire document, including the confidential/proprietary information, has not be obscured and is visible for the evaluation team to use in their evaluation process.

1. Deliver version of the response of the complete UNREDACTED proposal. Include "UNREDACTED, CONFIDENTIAL" in document title. This is the version that will be used by the evaluators when they are reviewing your proposal. It is essential that the items that will be redacted are highlighted in yellow to prevent the evaluation team from

discussing these items after the award. The first page of the document for the **unredacted** document should provide a general description of the information bidder has designated as confidential and/or exempt, and provide a reference to the appropriate Florida or Federal statute supporting the confidential and/or exempt classification.

2. In addition a REDACTED copy of the proposal should be delivered contemporaneously. Include “REDACTED” in the document title. This copy will be used to support any public records requests that may arise from this solicitation.

How the City will Handle Material Identified as Trade Secret or Otherwise Confidential and Exempt Information

The City’s evaluators will be provided with the complete unredacted proposal, including any trade secret or otherwise confidential and exempt information. The City evaluators will maintain the confidentiality of the information through the evaluation process, including any recorded evaluation team meetings.

In the event a public record request is made to view the information which bidder claims is confidential and/or exempt, the City will notify the bidder and give the bidder a reasonable opportunity (generally 2 business days) to institute appropriate legal action to prevent the disclosure of the information claimed as confidential and/or exempt.

All public records submitted to the City, including those claimed as confidential and/or exempt, will be retained by the City and will not be returned to a bidder at the conclusion of the bidding process.

5.5 EXCEPTION TO THE ITN

Bidders may take exceptions to any of the terms of this ITN unless the ITN specifically states where exceptions may not be taken. Should a bidder take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing negotiations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the bidder furnish the services or goods described herein, or negotiate an acceptable alternative.

NOTE: Bidders are strongly encouraged to submit any deviations or exceptions to the City before the question submittal deadline, so that based upon the City’s response in the addendum, the bidder can determine if it is in their best interest to submit a response or not.

5.6 ONLY ONE BID

Only one bid from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any bidder has a financial interest in more than one submission under this bid, all bids in which such bidder has a financial interest will be rejected. A subcontractor is permitted to appear in more than one submittal for the same bid, as long as the subcontractor is not a lead bidder in any of the submittals. The City considers a financial interest to include, but not be limited, to joint ventures and, partnerships.

5.7 FULLY INFORMED BIDDER

A bidder is expected to fully inform itself as to the requirements of the Specifications and Contract terms and conditions; failure to do so will be at its own risk. A bidder shall not expect to secure relief on the plea of error.

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PART 6 – EVALUATION PROCESS

6.1 EVALUATION CRITERIA

Solid Waste Collection Contract Criteria	Maximum Points
Price Best Overall Pricing Based on City Quantities - <i>30 Maximum Points</i>	30
Vehicle Type/Number (<i>20 Maximum Points for number and variety of appropriate vehicles</i>)	15
Experience with Transition Open Market to Exclusive - <i>15 Maximum Points</i> Exclusive to Exclusive - <i>10 Maximum Points</i>	15
Financial Capability and Stability Financial resources available to address short and long term capital requirements of provision of service.	15
Relevant Experience and References Demonstrate experience with customer service, references, reviews, or other data reflecting effective resolution of Customer Complaints. Historic performance and service capacity during storm events.	25

PART 7 – AWARD

7.1 TIE BIDS

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within Franklin County; (3) Bidders located within the State of Florida; and (4) coin toss.

7.2 DRUG-FREE WORKPLACE

Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.

7.3 CONTRACT TERMS AND CONDITIONS

The City may award a contract on the basis of initial offers received, without discussions.

The City reserves the right to enter into contract negotiations with the selected bidder regarding the terms and conditions of the contract and technical terms. If the City and the selected bidder cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected bidder. This process will continue until a contract has been executed or all bidders have been rejected. No bidder shall have any rights against the City arising from such negotiations.

7.4 CONTRACT AWARD

The award(s), if any, shall be made to the bidder(s) whose proposal(s) shall be deemed by the City to be in the best interest of the City. The decision of the City of whether to make the award(s) and which proposal is in the best interest of the City shall be final.

7.5 CONTRACT

The Contract, Franchise Agreement, to be entered into will designate the successful bidder as the City's Contractor. The terms and conditions in the Franchise Agreement, Part 9, shall be applicable and binding. The successful bidder will be required to execute a Franchise Agreement with the City in a format to be agreed upon.

7.6 BID PROTEST

Participants in this solicitation may protest the ITN specifications or award in accordance with Florida Law and local ordinance as applicable.

7.7 ITN POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this ITN; postpone or cancel, at any time, this ITN process; or waive any irregularities in this ITN or in the proposals received as a result of this ITN.

PART 8 – GENERAL INFORMATION

8.1 REIMBURSABLES

If travel is involved in the execution of an awarded contract for it shall be the sole responsibility of the Vendor.

8.2 TAXES, CHARGES AND FEES

The bidder agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Apalachicola, are included in the stated bid prices. Since the City of Apalachicola is often exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

8.3 COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the bidder(s). No payment will be made for any responses received, nor for any other effort required of or made by the bidder(s) prior to commencement of work as defined by a contract approved by the City Commission (if so required).

8.4 RULES; REGULATIONS; LICENSING REQUIREMENT

The bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders 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.

8.5 RECORDS/AUDIT

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

8.6 DEBARMENT, SUSPENSION, OTHERWISE EXCLUDED

By submitting this proposal, bidder agrees that it:

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses enumerated in paragraph (2) of this certification; and
- Has not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

8.7 PUBLIC ENTITY CRIME INFORMATION STATEMENT

Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

8.8 INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/ SETTLEMENTS/FINES/PENALTIES

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the bidder and specific contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

8.9 NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

8.10 USE OF ITN REPLY IDEAS

The City has the right to use any or all information presented in any response to the ITN, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

8.11 E-VERIFY REQUIREMENT

Section 448.095, Florida Statute states the statute shall be construed in a manner so as to be fully consistent with any applicable federal laws or regulations. The Contractor shall (1) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Alternatively, Contractor shall provide proof that one of the exceptions to the E-Verify federal contractor rule applies.

8.12 Performance Bond

In the event the Contract is awarded to the Bidder, Bidder will thereafter enter into a written contract with the City and furnish a Payment and Performance Bond in an amount equal to the estimated annual contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder shall forfeit its bid security.

8.13 Parent Corporation Guaranty (if applicable)

The Contractor shall provide a corporate guarantee from the Contractor's parent company ("Guarantor"), whereby the Guarantor shall guarantee the performance of the Contractor's obligations under this Agreement.

8.14 Payment and Billing

The City shall pay to the contractor the amount per residential customer as agreed herein for collection and hauling services per residential/commercial unit beginning on the effective date of this Agreement as the same may be adjusted from year to year in accordance with the terms of this Agreement, less 11% of the residential/commercial rate per month which is to be retained by the City for its services in connection with this agreement. The rates for such services shall be initially as set forth in this agreement

for residential and commercial collection services as adjusted from year to year in accordance with the terms of this Agreement. The monies derived from the rates established shall be paid to the contractor less the 11% per month per residential/commercial customer retained/paid to the City for each month of service and a lump sum on or before 30 days after the end of the month for which service was provided by Contractor.

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PART 9 – EXHIBITS

The following documents/forms are included in this section:

- Drug-Free Workplace Form
- Bidder Verification Form
- Reference Form
- Experience Form
 - Experience Transitioning to Exclusive Franchise
 - Experience resolving Customer Complaints
- Exhibit 1 - Rate Sheet
- Exhibit 2 - Specifications for Garbage Carts and Recycling Carts

Exhibit 3 – Customer Details - Residential/Commercial/Multi-Family DRUG-FREE WORKPLACE FORM

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Name of Bidder)

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

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

Bidder's Signature

Date

In the event of a tie bid, bidders with a Drug Free Workplace Program will be given preference. To be considered for the preference, this document must be completed and submitted along with your Submittal.

BIDDER VERIFICATION FORM

LOCAL PREFERENCE (Check one)

Local Preference requested: YES NO

A copy of the following documents must be included in your submission if you are requesting Local Preference:

- Business Tax Receipt
- Zoning Compliance Permit

REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA

Is Bidder registered with Florida Department of State's, Division of Corporations, to do business in the State of Florida?

YES NO (refer to Part 1, 1.6, last paragraph)

If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (# _____)

If the answer is "NO", please state reason why: _____

DIVERSITY AND INCLUSION (APPLIES TO SOLICITATIONS ABOVE \$50,000)

Does your company have a policy on diversity and inclusion? YES NO

If yes, please attach a copy of the policy to your submittal.

Note: Possessing a diversity and inclusion policy will have no effect on the City's consideration of your submittal, but is simply being requested for information gathering purposes.

Bidder's Name

Printed Name/Title of Authorized Representative

Signature of Authorized Representative

Date

This page must be completed and included with your Submittal.

REFERENCE FORM

Name of Bidder: _____

Provide information for at least three references of similar scope of Residential, Multifamily and/or Commercial services performed within the past three years. You may include photos or other pertinent information.

#1 Year(s) services provided (i.e. 1/2015 to 12/2018): _____

Company Name: _____
Address: _____
City, State Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Email Address (if available): _____

#2 Year(s) services provided (i.e. 1/2015 to 12/2018): _____

Company Name: _____
Address: _____
City, State Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Email Address (if available): _____

#3 Year(s) services provided (i.e. 1/2015 to 12/2018): _____

Company Name: _____
Address: _____
City, State Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Email Address (if available): _____

EXPERIENCE FORM

Name of Bidder: _____

Fleets and Type of Vehicles

Location	# of Vehicles	Type of Fuel	Type of Vehicles

Experience Transitioning to Exclusive Franchise

Location	Approximate Annual \$ Value	When	Type (A=Exclusive to Exclusive, B= Nonexclusive to Exclusive)

This page must be completed and included with your Submittal.

PROPOSED RESIDENTIAL RATES

Exhibit 1

City of Apalachicola

Proposed Rates List

Description

Proposed
Rate

**Residential
Carts(CT)**

Commercial (Com)

10 CT/4 x Week

5 Com Carts 2 x week

1 CT 3 x week

1 com split 3 businesses

2yd 1 x week

2yd 2 x week

4yd 1 x week

4yd 2 x week

4yd 3 x week

6yd 1 x week

6yd 2 x week

6yd 3 x week

6yd 4 x week

6yd 5 x week

8yd 1 x week

8yd 2 x week

8yd 3 x week

8yd 4 x week

Com CT' 2 x week

8yd 2 x week
(4 businesses)

EXHIBIT 2

SPECIFICATIONS FOR GARBAGE CARTS AND RECYCLING CARTS

1. **MINIMUM REQUIREMENTS:** The following specifications describe the minimum acceptable features and performance requirements for the Garbage Carts and if applicable Recycling Carts the Contractor will provide under the Agreement.

2.

MANUFACTURING PROCESSES AND MATERIALS: Each cart shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished cart must comply with industry standards.

3. **ASSEMBLY, DISTRIBUTION AND TRACKING SERVICES FOR CARTS**

3.1	The Contractor shall be responsible for coordinating the delivery of carts from the manufacturing plant, unloading loads of carts, assembling necessary parts, and distributing the carts to homes throughout the Service Area.
3.2	The Contractor shall unload all delivery trailers. Any damage to the carts during any phase of the delivery, unloading, assembly, distribution, or exchanging shall be the responsibility of the Contractor to replace in kind.
3.3	Carts shall be assembled and placed at the resident's curb.
3.4	The Contractor will record the cart serial number for each and every address where the carts are delivered. The Contractor will keep an electronic file of the address assignments of carts by serial number and present it to the City in an acceptable electronic format upon request. Verification of a specific cart being associated to a specific address is required.

4. **CART MAINTENANCE**

4.1	The Contractor must use inventory tracking software or other methods that enable the Contractor to maintain an adequate inventory of carts and spare parts at all times. Upon request, the Contractor shall promptly provide the City with up-to-date information concerning the Contractor's inventory.
4.2	Each cart action shall be tracked by the Contractor using the serial number on the cart or other methods that are mutually acceptable to the Parties. The time, date, and location of all cart deliveries, swap-outs (exchanges), repairs, and cart maintenance activities must be recorded and made available for the City's inspection.
4.3	The City may generate a service work order and submit it electronically to the Contractor for processing. Contractor must be able to receive and respond to work orders from the City electronically via e-mail.
4.4	Completions of work orders shall be documented using cart numbers (IDs), household address, date, and time work is completed.
4.5	The Contractor shall repair all carts on-site at the residence. All carts in need of repair shall be equipped with new parts.

5. **WARRANTY:** Contractor must provide the Administrator with a document that clearly states the exact warranty provided to the Contractor by the cart manufacturer. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts that fail in materials or workmanship for a period of ten (10) years after delivery to a Customer. The warranty must be transferable to and enforceable by the City. A warranty specimen of the exact warranty offered must be provided to the Administrator before the carts are ordered. The Contractor's warranty is understood to include, whether stated in Contractor's warranty or not, the following coverage:

5.1	Failure of the lid to prevent rain water from entering the cart when in the closed position.
5.2	Damage to the cart body, lid, or any component parts through opening or closing the lid.
5.3	Failure of the lower lift bar from damage during interface with lifters.
5.4	Failure of the body and lid to maintain their original shape.
5.5	Damage or cracking of the cart body through normal operating conditions.
5.6	Failure of the wheels to provide continuous, easy mobility, as originally designed,
5.7	Failure of any part to conform to the minimum standards as specified herein.

EXHIBIT 3
 DETAILS ON EXISTING RESIDENTIAL, COMMERCIAL AND MULTI-FAMILY CUSTOMERS

City of Apalachicola

Rate Code List

Rate Code	Rate Description	Rate Code Type	Service
G10	GARBAGE	MULTIPLE FLAT ITEM RATE ONLY	GARBAGE
		with Penalty Code P1	
	Multiple Flat		
	<u>Description</u>	<u>Amount</u>	
	RES CAN	23.87000000	0.00000
	COMM CAN	39.09000000	0.00000
	10CT/4XWK	1563.60000000	0.00000
	5 COMM CANS 2XWK	390.90000000	0.00000
	1 com 3xwk	117.27000000	0.00000
	1 com split 3 businesses	13.03000000	0.00000
	2yd 1xwk	83.84000000	0.00000
	2yd 2xwk	167.71000000	0.00000
	4 yd 1xwk	167.71000000	0.00000
	4yd 2xwk	335.38000000	0.00000
	4yd 3xwk	503.04000000	0.00000
	6yd 1xwk	251.52000000	0.00000
	6yd 2xwk	503.04000000	0.00000
	6yd 3xwk	754.56000000	0.00000
	6YD 4xwk	1006.08000000	0.00000
	6 YD 5xwk	1257.60000000	0.00000
	8yd 1xwk	335.38000000	0.00000
	8yd 2xwk	670.72000000	0.00000
	8yd 3xwk	1006.08000000	0.00000
	8yd 4xwk	1341.44000000	0.00000
	COM CAN 2xwk	78.18000000	0.00000
	8YD 2xwk 4 businesses	167.68000000	0.00000