

City of North Port



**Recyclable Materials Processing and Marketing
Services**

Request for Proposal No. 2019-30

*CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2019-30
Recyclable Materials Processing and Marketing Services*

**REQUEST FOR PROPOSAL
CITY OF NORTH PORT, FLORIDA**

Notice is hereby given that the City of North Port will receive sealed proposals from legal entities authorized to do business in Florida at the City of North Port Finance Department, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286, for

**RFP NO. 2019-30
Recyclable Materials Processing and Marketing Services**

It is the intent of the City of North Port to select an experienced and qualified Vendor to provide Recyclable Materials Processing and Marketing Services for the City of North Port, FL.

NON-MANDATORY PRE-PROPOSAL MEETING: **January 3, 2019** AT 10:00 AM
4970 CITY HALL BOULEVARD, ROOM 244, NORTH PORT, FL 34286

All potential proposers are recommended to attend the non-mandatory pre-proposal meeting. The purpose of the pre-proposal meeting is to provide a briefing on the City's expectations and performance requirements for submission of proposal documents. Proposers may visit the sites independently.

**PROPOSAL DUE DATE:
January 23, 2019 AT 2:00 P.M.**

Proposals may be mailed or hand delivered to Purchasing Division, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286, **NO LATER THAN 2:00 PM ON **January 23, 2019****. PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE OPENED AND REJECTED.

COMMITTEE MEETING FOR EVALUATION AND RANKING TO SHORTLIST VENDORS (OPEN TO PUBLIC)
February 7, 2019
4970 CITY HALL BOULEVARD, ROOM 244, NORTH PORT, FL

Information regarding this project may be viewed and downloaded from DemandStar's website at www.demandstar.com or through the link provided on the city web site at www.cityofnorthport.com. Proposal documents are posted on the City FTP site at <http://apps.cityofnorthport.com/ftpinfo/> and may be obtained by choosing Purchasing from the drop down menu; however, addendums are only posted on www.demandstar.com. If you have any questions, concerns, or problems accessing the proposal package using the link, please contact Keith Raney, Contract Administrator II at 941-429-7103. Requests for additional information or clarification must be submitted in writing via facsimile to (941) 429-7173 or emailed to purchasing@cityofnorthport.com. Responses will be provided to all known submitters in writing through the addenda process. No verbal requests will be honored. The last day for questions is **January 16, 2019** at 2:00 P.M.

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

PUBLISH: 12/14/18
www.cityofnorthport.com
www.demandstar.com

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STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a proposal on this service, please return this form to the above address immediately.

We the undersigned have declined to submit a proposal on the requested service for **RFP No. 2019-30 Residential Recyclable Materials Processing and Marketing Services** for the following reason(s):

- _____ Insufficient time to respond to the solicitation.
- _____ We do not offer this service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet bond/insurance requirements.
- _____ Specifications or Scope of Service are unclear (explain below).
- _____ OTHER (please specify below).

Remarks _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

SIGNATURE: _____ DATE: _____

E-MAIL ADDRESS: _____

Note: Statement of Non-Submittal may be emailed or faxed in to the Purchasing Department at purchasing@cityofnorthport.com or 941-429-7173.

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PART I – GENERAL INSTRUCTIONS

1. PURPOSE:

- a. It is the intent of the City of North Port to request proposals from experienced and qualified professional Vendors to process and market the City's recyclable material.
- b. Time and Due Date: The City of North Port will accept SEALED proposals from qualified Vendors consisting of individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida **no later than 2:00pm, January 23, 2019.**
- c. Vendor(s): The selected Vendor(s) must be currently authorized to conduct business in the State of Florida and licensed to practice in the State of Florida, as required by law.

- 2. BACKGROUND:** The City of North Port is a political subdivision of the State of Florida located in the southernmost part of Sarasota County. The City includes just over 100 square miles of area and its population has doubled during the last decade currently surpassing 64,000 people and is still largely undeveloped. North Port is the 3rd largest City in the State and is the largest municipality by population in Sarasota County. The City is managed under a Commission-City Manager form of government. The legislative and governing body of the City is a five (5) member Commission led by a Mayor. Each Commissioner is elected to a four (4) year staggered term with a limit of two (2) consecutive terms. Information regarding City Commission can be found on the City's web site.

The City of North Port provides a range of municipal services. The public safety operation includes police and fire protection, as well as building inspections, code enforcement, and zoning. Recreational services include neighborhood parks, skate park facility, three (3) community centers and various athletic fields/complexes. Public Works provides essential street and highway maintenance, signalization, landscape maintenance, and solid waste collection. Water and sewer utilities provide water and sewer service and reclaimed water for irrigation. Other services provided include planning, engineering, community development and general administrative services.

- 3. CONTRACT AWARD/TERM:** The City anticipates entering into one (1) contract with one (1) Vendor who submits proposals judged to be most advantageous to the City. The City may also award the project in parts with multiple contracts if it is determined to be in the best interest of the City.

This Agreement shall be for an initial three (3) year period, effective from issuance of Purchase Order, estimated to be issued early 2019. This agreement may be extended/renewed for one (1) additional three (3) year period, by mutual consent, at the same terms and conditions.

The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. A proposal is not binding until proposals are reviewed and accepted by the North Port City Commission and both parties execute an agreement.

- 4. DEVELOPMENT COSTS:** The City shall not be liable for any expense incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

5. DEFINITIONS:

AGREEMENT: The term "Agreement" shall refer to the Agreement/Contract that may result from this Request For Proposal.

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CITY: The term "City" shall refer to The City of North Port, Florida, or its City Commission, or City Manager or his Designee, as applicable.

FIRM/VENDOR: The term "FIRM" or "VENDOR" shall refer to the Proposer/Firm.

DUE DATE AND TIME: The term "Due Date and Time" shall refer to the due date and time listed in the Notice of Availability and Timetable of this Solicitation.

PROPOSAL/REPLY/SUBMITTAL: The term "Proposal", "Reply" and "Submittal" The complete response of the Proposer to the RFP, including properly completed forms and supporting documentation.

PROPOSER: The terms "Proposer" or "the Vendor" or "the Broker of Record" shall refer to anyone submitting a Proposal in response to this Request for Proposal.

PROPOSAL FORMS: The term "Proposal Forms" shall mean the forms required to be submitted in accordance with this Request for Proposal.

REQUEST FOR PROPOSAL: The terms "Request for Proposal", "RFP", or "Solicitation" shall mean this Request For Proposal, including all exhibits, attachments and addendums as approved by the City, and amendments or change orders issued by the Procurement Department.

RESPONSIVE PROPOSAL/REPLY/SUBMITTAL: Is a reply submitted by a responsive and responsible Respondent which conforms in all material respects to the solicitation.

RESPONSIBLE RESPONDENT: A person, company or entity which determined to have the capability in all respects to fully perform the agreement requirements and has the integrity and reliability which will assure good faith performance.

SPECIFICATIONS: The term "Specifications" shall mean any technical requirements specified in this Request For Proposal or any addendum or other document issued by the City specifying technical requirements of the Work/Service.

SUBVENDOR: The term "SubVendor" and "Sub-Vendor" shall refer to any person, Vendor, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

TIME OF COMPLETION: Time in which the entire work shall be completed for each Work Assignment.

WORK: The terms "Work", "Scope of Work", "Services", "Program", "Project", or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with entirety of the scope of work required by this RFP including all terms and conditions of this Solicitation.

WORK ASSIGNMENT: A document setting forth a detailed scope of services to be performed by CONSULTANT upon authorization of the CITY MANAGER.

6. **INQUIRIES:** The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFP to the Purchasing fax number at (941) 429-7173 or the Purchasing e-mail address at

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Purchasing@cityofnorthport.com. The City will respond to written, e-mailed or faxed, inquiries received at least five (5) working days prior to the RFP due date. The last day for questions is **January 16, 2019 at 2:00 p.m.**

The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. All written addenda will be issued through DemandStar's website at www.demandstar.com. It shall be the responsibility of the Proposer, prior to submitting their proposal, to review the addenda on the DemandStar website and/or contact the Purchasing Office to determine if addenda were issued, acknowledging, and incorporating them into their proposal.

- 7. PRE-PROPOSAL MEETING:** A non-mandatory pre-proposal meeting will be held on **January 3, 2019 @ 10:00 a.m.**
- 8. PROPOSAL SUBMISSION AND WITHDRAWAL:** The City will receive **SEALED** proposals at the following address and clearly marked on the outside: **RFP NO. 2019-30 Residential Recyclable Materials Processing and Marketing Services** addressed to:

City of North Port
Keith Raney, Contract Administrator II
4970 City Hall Boulevard, Suite 337
North Port, Florida 34286

Proposals received after the established deadline will not be opened, and will be rejected. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred and eighty (180) calendar days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by the City Commissioners. Proposal documents are exempt from public record for a period of thirty days (30) or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, as amended, of the Florida Statutes.

- 9. PRESENTATIONS/DISCUSSIONS:** The Evaluation Committee may conduct presentations/discussions. The City will not be liable for any costs incurred by the Respondents in connection with such interviews/presentations (i.e. travel, accommodations, etc.). The interviews/presentations are closed to the public per Chapter 286, as amended, of the Florida Statutes.
- 10. PROPOSAL RESTRICTIONS:** In order to control the cost of preparation, submittal will be restricted to the requirements as described in Part IV - "Rules and Instructions" for Preparing Proposals contained within this RFP.
- 11. DRUG FREE WORKPLACE:** The City of North Port is a Drug Free Workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the reply. The City grants a preference (following local preference, if applicable) to a business with drug-free workplace program, whenever two (2) or more Proposals are tied in the evaluation and ranking process. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087 of the Florida Statutes, and any other applicable state law. All Proposers are strongly recommended to submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT**".
- 12. PUBLIC ENTITY CRIMES STATEMENT:** In accordance with Florida Statutes §287.133(2)(a), "A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for 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 Vendor, Supplier, SubVendor, or Vendor

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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.”

- 13. MINORITY, WOMEN and VETERAN OWNED BUSINESS ENTERPRISE (M/W/VBE):** M/WBEs are encouraged to participate in the reply process. All M/W/VBEs shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes, or by statewide and interlocal agreement certification, as provided for by Section 287.09431, Florida Statutes. A State of Florida MBE Certificate or interlocal agreement from an agency having an interlocal agreement with the State of Florida must accompany the proposal submission and the Certificate must be issued to the prime Vendor/Vendor to claim M/W/VBE status.
- 14. REGULATIONS:** Violation of any local, state or federal law in the performance of this Agreement shall constitute a material breach of this Agreement.
- 15. CANCELLATION:** The City Manager or Designee shall have the right to unilaterally cancel, terminate, or suspend this Agreement, in whole or in part, by providing the Vendor thirty (30) calendar days written notice by certified mail.
- 16. FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the successful Proposer of such occurrence and the Agreement shall terminate on the last day of the current fiscal year without penalty or expense to the City.
- 17. RESERVED RIGHTS:** The City reserves the right to accept or reject any/or all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission, if it is deemed in the best interest of the City.
- The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate, as it deems necessary, to determine the ability of any Respondent to perform the work or services requested. The Respondents upon request shall provide information the City deems necessary in order to make a determination.
- 18. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Respondents that it will ensure that in any Agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.
- 19. PERFORMANCE EVALUATION:** At the end of the Agreement, the receiving department will evaluate the successful Proposer’s performance. This evaluation will become public record.
- 20. PAYMENTS:** The City shall pay the Vendor through payment issued by the Finance Department in accordance with the Local Government Prompt Payment Act of the Florida Statutes, Chapter 218, upon receipt of the Vendor’s invoice and written approval of same by the City’s Administrative Agent indicating that services have been rendered in conformity with this Agreement. The Vendor shall submit an invoice for payment to the City for those specific tasks that were completed during that invoicing period. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City’s Administrative Agent based on the percentage of the amount for those specific services. The

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Vendor's invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

- 21. TAXES:** City of North Port is exempt from Federal Excise and State Sales Taxes. The CONSULTANT shall assume liability for Local, State, or Federal Tax that is applicable to the work.
- 22. INSURANCE REQUIREMENTS:** The successful Vendor(s) shall be required to supply, at their cost, the following minimum insurance coverage:

A. Before performing any contract work, Vendor shall procure and maintain during the life of the Contract the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without prior written specific approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Vendor.

- i. **Workers Compensation:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. Include proof of current Workers Compensation Coverage or Worker's Compensation Exemption (notarized affidavit).
- ii. **Comprehensive Commercial General Liability Insurance:** Occurrence form required. Aggregate must apply separately to this Contract. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.
- iii. **General requirements:** The City of North Port is to be named additional insured on the Comprehensive Commercial General Liability Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the Vendor. The Vendor's insurance is considered primary for any loss regardless of any insurance maintained by the CITY. The Vendor is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the CITY is provided notice as stated within the policy. It is the Vendor's responsibility to provide notice to the CITY.

- B. **WAIVER OF SUBROGATION:** All required insurance policies, with the exception of Workers Compensation and Professional Liability, are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers, and the CITY's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Vendor for the CITY. It is the Vendor's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Vendor, its officers, officials, agents, employees, volunteers, and any subVendors, agree to waive all rights of subrogation against the CITY and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work

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performed. This waiver also applies to any deductibles or self-insured retentions the Vendor or its agents may be responsible for.

C. POLICY FORM

i. All policies required by this Contract, with the exception of Workers Compensation and Professional Liability, or unless specific approval is given by Risk Management through the CITY's Purchasing Office, are to be written on an occurrence basis, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees or volunteers.

ii. Insurance requirements itemized in this Contract, and required of the Vendor, shall be provided by or on behalf of all subVendors to cover their operations performed under this Contract. The VENDOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subVendors.

iii. Each insurance policy required by this Contract shall:

a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The VENDOR is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.

iv. The CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.

v. The procuring of required policies of insurance shall not be construed to limit Vendor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Vendor's liability for indemnity of the CITY shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Vendor and its carrier.

vi. The Vendor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the CITY is an insured under the policy.

vii. Claims Made Policies will be accepted for hazardous materials and such other risks as are authorized by the CITY's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Vendor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

viii. Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the CITY's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the CITY's Purchasing Office before the Vendor

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will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

ix. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to the Vendor's insurance company and the CITY's Purchasing Office as soon as practicable after notice to the insured.

23. INDEMNITY: The **VENDOR** shall be fully liable for the actions of its directors, officers, members, partners, or subVendors, and the employees and agents of each of them, and shall fully indemnify, defend and hold harmless the **CITY**, its commissioners, employees, agents and assigns from all liabilities, demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Contract by the **VENDOR**, its officers, directors, members, partners, or subVendors, and employees or agents of any of them; provided, however, that the **VENDOR** shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the **CITY**.

To the extent applicable, the **VENDOR** shall fully indemnify, defend and hold harmless the **CITY**, and its commissioners, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of **VENDOR's** products by the **CITY** or any of its commissioners, agents, employees, and assigns, or to the operation or use of **VENDOR's** products by the **CITY** or any of its commissioners, agents, employees, and assigns in a manner not contemplated by the Contract.

In the event of a claim, the **CITY** shall promptly notify the **VENDOR** in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided in this Agreement. Notification may also be provided by fax transmission to the number provided in the Agreement, if provided.

The **CITY** shall provide all available information and assistance that the **VENDOR** may reasonably require regarding any claim. This Agreement for indemnification shall survive termination or completion of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the **CITY** and such insurance coverage shall not be deemed a limitation on the **VENDOR's** liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

24. CONFLICTS OF INTEREST - CITY OFFICERS, EMPLOYEES OR BOARD MEMBERS: The Florida Code of Ethics regulates the ability of the City to contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to contract with the City, they shall seek a conflict of interest opinion from the City Manager or their designated representative prior to submittal of a response.

25. COLLECTION OF FEES, ASSESSMENTS AND TAXES: By acceptance of an Agreement, the Successful Vendor acknowledges compliance with the requirement that all delinquent and currently due fees, and taxes have been

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paid. The City may require verification and satisfaction of all delinquencies and currently due fees, assessment and taxes prior to submittal due date. City will conduct annual review for any fees, assessments and taxes.

- 26. NON-DISCRIMINATION:** The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to Subsection 287.134(2)(a), F.S., "an entity or affiliate who has been placed on the discriminatory Vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Vendor, supplier, subVendor, or Vendor under a contract with any public entity; and may not transact business with any public entity."
- 27. CONTACT PROHIBITION:** All prospective Proposers are hereby instructed NOT to contact any member of the City of North Port Commission, City Manager, or City of North Port staff member other than the authorized City contact person identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the formal award for this project. Any such contact shall be cause for rejection of your submittal.
- 28. STATE REGISTRATION REQUIREMENTS:** Any Proposer required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application will be required prior to award of an Agreement. Any partnership submitting a response to this solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes.
- 29. ASSIGNMENT:** The Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due the Vendor from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the City.
- 30. AMENDMENT:** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to Vendor. The City Commission shall approve all increases in compensation under the Agreement.
- 31. CHANGES IN THE WORK:** The City, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. Such work shall be executed under the conditions of the original Agreement. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Agreement. In giving instructions, the City shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City; and no claim for an addition to the Agreement sum shall be valid, unless ordered. Value of any such extra work or change shall be determined in one or more of the following ways:
By estimate and acceptance in a lump sum.
By unit prices named in the Agreement, Fee Schedule, or subsequently agreed upon.
By cost and percentage or by cost and a fixed fee.

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If none of the previous methods are agreed upon, the CONSULTANT, provided he/she receives an order as above, shall proceed with the work. In such case and also under case, he/she shall keep amendment in such form as the City may direct, a correct amount of the net cost of labor and materials, together with vouchers. The City shall certify to the amount, including reasonable allowance for overhead and profit, due to the CONSULTANT. Pending final determination of value, no payment on changes shall be made. When requiring a change in the scope of services the CONSULTANT shall notify the City by written notice that a change order is requested within five (5) days of any occurrence.

32. DECLARATION OF EXEMPTION FROM PUBLIC RECORD: Pursuant to Florida Statute § 119.071 (1)(b)(2), all submittals are exempt from public record until such time as the City provides notice of an intended decision or until 30 days after opening the replies, whichever is earlier.

33. PUBLIC RECORDS: In accordance with Florida Statutes §119.0701, VENDOR shall comply with all public records laws, and shall specifically:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Vendor's records under this Agreement include but are not limited to, supplier/subVendor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
2. Upon request from the CITY's custodian of public records, provide the CITY, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if the Vendor does not transfer the records to CITY following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in Vendor's possession or keep and maintain public records required by the CITY to perform the service. If the Vendor transfers all public records to the CITY upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon the completion of the contract, the VENDOR shall meet all applicable requirements for retaining public records.

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5. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE 429-7270; EMAIL kpato@cityofnorthport.com.
6. Failure of the Vendor to comply with these requirements shall be a material breach of this Agreement. Further, the Vendor may be subject to penalties under Florida Statutes 119.10.

In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Proposers should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection and copying. If the Proposer is asserting that certain information in its Proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Proposer is required to do the following: (1) identify, with specificity, the information which the Proposer asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information (including any applicable electronic media on which such information is contained) in a sealed envelope that is separate from the Proposer's other Proposal documents, (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Proposer's name and the Proposal number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the Proposer's confidential/proprietary/exempt information must be submitted with the Proposer's other Proposal documents.

Proposer is advised that failure to follow the aforementioned instructions may result in Proposer's alleged confidential/proprietary/exempt information being disclosed to the public. All submittals received in response to this Proposal will become the property of the City of North Port and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in your Proposal submittal as exempt from public disclosure, Proposer agrees to defend the City of North Port (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Proposer's designation of material as exempt from public disclosure and to hold harmless the City of North Port (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as exempt from public disclosure.

34. SUNSHINE LAW EXEMPTIONS: The exemption under F.S. §286.0113 provides that for all "competitive solicitations:"

- Any portion of a meeting at which a negotiation with a Vendor is conducted pursuant to a competitive solicitation,
- Any portion of a meeting at which a Vendor makes an oral presentation as part of a competitive solicitation,

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- Any portion of a meeting at which a Vendor answers questions as part of a competitive solicitation, or
- Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. [286.0113](#) and s. 24(b), Art. I of the State Constitution.

An exemption from the Sunshine law means that the meeting does not have to be noticed, open to the public or have minutes taken. The statute does provide that a verbatim recording of the meeting must be made. The recording and any records presented at the meeting are also exempt from public records disclosure until 30 days after opening of the bids, proposals or replies, or notice of an intended decision, whichever is earlier. The exemption does not apply to the evaluation/ranking portion of a Selection Committee meeting, the approval of a Respondent to negotiate with, or approval of the final Contract.

35. REPLIES ARE SUBJECT TO PUBLIC INSPECTION: Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents of a reply pursuant to Section 119.071(1)(b), F.S. Once that exemption expires, all contents of a reply become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a Respondent's reply to this solicitation will be waived upon opening of the reply by the Owner, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the Respondent's reply outside of the separately bound document described below.

36. NON-EXCLUSIVITY: No guarantee of certain services, volume of work, or quantity of projects is implied. This contract does not entitle any Vendor to exclusive rights to North Port contracts. The City reserves the right to acquire professional services from other Vendors or perform "in-house" services for any purpose as it deems appropriate. The City may, in its sole discretion, procure the services of any Vendors at any time for any project other than those selected.

37. SCRUTINIZED COMPANIES:

- A. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the CITY, every person or entity shall certify on a form provided by the CITY, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the CITY, every person or entity shall certify on a form provided by the CITY, that all of the following are true:
 - 1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel; and
 - 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes, Section 215.473; and
 - 3. It is not engaged in business operations in Cuba or Syria.

C. PENALTY:

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1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Agreement terms and the CITY may terminate the Agreement
2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the CITY for three (3) years after the date the CITY determined that a false certification has been submitted.

38. JOINT VENTURES: The joint venture must be in place at the time of submittal. Vendors who submit a proposal as a "joint venture" must clearly indicate in their proposal the name of the "joint venture" and the individual participants. All documents must be executed/signed and notarized by all parties involved as participants in the "joint venture". A copy of the formal "joint venture" contract between all parties, indicating their respective roles, responsibilities (e.g., agreement of the joint venture relative to the type of work, the dollar levels of participation and percentage of total fees based on location, where applicable) shall be included with the "joint venture" proposal submittal. One Vendor will take the lead as point of contact and awardee; how you work it out with your partnering Vendor is up to you. The City contract is with one entity, and one check is issued.

39. SUB-VENDORS: A Sub-Vendor is an individual or Vendor contracted by the Vendor or Vendor's Vendor to assist in the performance of services required under this RFP. A Sub-Vendor shall be paid through Vendor or Vendor's Vendor and not paid directly by the City. Sub-Vendors are allowed by the City in the performance of the services delineated within this RFP. Vendor must clearly reflect in its Proposal the major Sub-Vendor(s) to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Vendor proposed in the response of Successful Vendor(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-Vendor shall be borne solely by the successful Vendor and insurance for each Sub-Vendor must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither Successful Vendor nor any of its Sub-Vendors are considered to be employees or agents of the City. Failure to list all Sub-Vendors and provide the required information may disqualify any proposed Sub-Vendor from performing work under this RFP.

Vendors shall include in their responses the requested Sub-Vendor information and include all relevant information required of the Vendor. In addition, within five (5) working days after the identification of the award to the successful Vendor(s), the Vendor shall provide a list confirming the Sub-Vendor(s) that the Successful Vendor intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-Vendor, the services Sub-Vendor will provide relative to any contract that may result from this RFP, Sub-Vendors hourly rates or fees, any applicable licenses, references, ownership, and other information required of Vendor.

40. DISCREPANCIES, ERRORS AND OMISSIONS: Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be necessary, a written addendum will be incorporated to the RFP. The City will NOT be responsible for any oral instructions, clarifications, or other communications.

41. DISQUALIFICATION: The City reserves the right to disqualify responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Vendor. It also reserves the right to waive any immaterial defect or informality in any Responses, to reject any or all Responses in whole or in part, or to reissue a Request for Qualifications.

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- 42. RESPONSES / PROPOSAL RECEIPT:** Sealed Responses will be accepted in accordance with the schedule detailed on the cover of this RFP. After that date and time, Responses will not be accepted. The Vendor shall file all documents necessary to support its Proposal and shall include them with its Proposal. Vendors shall be responsible for the actual delivery of Responses during business hours to the exact address indicated on the cover and in the RFP.
- 43. LOCAL PREFERENCE:** Preference shall be given to a “local business” in the purchase of commodities and services procured pursuant to this Section. Proposers desiring to receive preference as a local business will be required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any proposer who fails to submit sufficient documentation with their proposal shall not be granted local preference consideration for the purpose of that specific contract award.
- A. “Local business” means a proposer that maintains a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before the proposal submission date, from which the proposer operates or performs business and where at least fifty percent (50%) of the proposer’s employees are residents of the City. Post office boxes may not be used to establish a physical business address.
- B. “North Port local business” means a local business that has maintained its primary physical business address located within the limits of the City for a period of six (6) months or more before the proposal submission date, from which the proposer operates or performs business and where at least fifty percent (50%) of the proposer’s employees are residents of the City. Post office boxes may not be used to establish a physical business address.
- C. For the purchase of commodities and services procured through a formal Request for Proposals, the solicitation shall include a weighted criterion for a local business that equals five percent (5%) of the total points in the evaluation criteria published in the solicitation. For a North Port local business, the solicitation shall include a weighted criterion that equals seven percent (7%) of the total points in the evaluation criteria published in the solicitation.
- D. The City may enter into inter-local agreements with other Florida counties or municipalities deemed appropriate by the City Commissioners, providing for reciprocal recognition of local businesses.
- E. If there is a tie between a local business and a non-local business, the local business shall receive the award. If there is a tie between two North Port local businesses or two local businesses, the business with the higher percentage of employees who reside within the City shall receive the award.

The Vendor acknowledges that they have read the above information and agrees to comply with all the above RFP requirements.

END OF PART I

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PART II – SCOPE OF SERVICES

The City of North Port, hereinafter referred to as the “City”, desires to contract with a Vendor to provide recyclable materials processing and marketing services.

The City of North Port, located within Sarasota County, has an estimated 2017 population of approximately 70,000 residents. It contains urbanized areas, as well as agricultural and sparsely populated areas. The City mandates both residential and commercial recycling, and therefore has well established recycling programs for both sectors.

The City has an automated curbside dual-stream recycling program currently servicing approximately 31,590 residential units and 177 commercial business establishments that is very successful. Through education and inspection efforts, the City is committed to increasing the quantity and quality of recycling collection in North Port.

Recyclable materials are collected using a dual-stream system: paper products and commingled material. The City provides residents two recycling totes, one for paper products and one for commingled material and collection between the two totes rotates each week. One week paper products are collected, the next week commingled material is collect. The City currently accepts the following materials in the program:

Paper Products

- High-grade and other mixed paper
- Paperboard/chipboard
- Cardboard
- Newspaper

Commingle Materials

- Glass food and beverage containers
- Plastics #1, 2, 3, 4, 5 and 7
- Cans – steel and tin
- Aluminum – cans and foil
- Empty aerosol cans

The quantity of recyclables to be delivered by the City is not guaranteed, but the City anticipates collecting approximately 7,500 tons of recyclables in fiscal year 2019 (October 2018-September 2019). Historical tonnages are as follows:

HISTORICAL TONNAGES	FY2016	FY2017	FY2018
Commingle Material	2,733	3,014	3,586
Paper Products	3,078	3,227	3,331

The City is seeking proposals from qualified Vendors for the processing and marketing of recyclable materials. It is the City’s intent to consolidate individual collection loads at the City’s Recycling Center and have a contractor haul transfer-trailer loads of Commingle Material and loads of Paper Products to the selected Vendor’s materials recycling facility (the “MRF”).

Services provided must conform to all applicable State, Federal, and Local laws and administrative rules and regulations.

Exhibit 1- Statistical Data is provided to demonstrate the City’s current recycling program and projected needs.

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Exhibit 2 – Materials and acceptance protocol

PROJECT REQUIREMENTS

1. Vendor must accept the following North Port Recyclable Materials which will be delivered to the MRF either as a dedicated Paper Product load or a dedicated Commingle Material load:

Paper Products

- High-grade and other mixed paper
- Paperboard/chipboard
- Cardboard
- Newspaper

Commingle Materials

- Glass food and beverage containers
- Plastics #1, 2, 3, 4, 5 and 7
- Cans – steel and tin
- Aluminum – cans and foil
- Empty aerosol cans

Additional materials mutually agreed upon by the City and the Vendor

2. The Vendor must have the capability to accept and process the City's recyclable material and shall provide or act as a recycling market outlet for the recyclable materials during the term of the Contract regardless of market fluctuations. The Vendor shall not store or warehouse materials in violation of health and safety standards and shall conform to all requirements of the Florida Department of Environmental Protection (FDEP) and other state agencies.
3. The following composition values of the dual-stream collection, based on a past Recyclables Composition Study performed by Sarasota County, will be utilized until the City has a new Recycling Composition Study conducted at which time composition values will change according to the new study values.

COMMINGLE MATERIAL

Material	Material %
Steel Cans	5.20%
Aluminum Cans	3.60%
PET	13.00%
Natural HDPE	3.00%
Colored HDPE	3.40%
Plastics #3-#7	3.80%
Glass (3 Mix)	52.50%
Aseptic Containers	0.50%
Rejects	15.00%
	100.00%

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PAPER PRODUCTS

Material	Material %
Newspaper	14.50%
Corrugated Containers	29.80%
Mixed Paper	51.00%
Rejects	4.70%
	100.00%

4. The City reserves the right to designate or remove other Recyclable Materials as City Recyclables if the contracting parties agree it is technically feasible.
5. Vendor must have experience processing curbside recyclable materials at a single facility for a continuous period of 6 months or longer within the past seven years.
6. Vendor must have a Florida Recovered Materials Dealer Certification from the Florida Department of Environmental Protection at the time of submittal and Certification must be kept current for the term of any resulting contract.
7. Failure to submit proof of required licenses or certifications within five business days after request from the City may result in Vendor being declared non-responsive.
8. In the event the Facility the Proposer intends to use will not be operational by the Commencement Date, the Proposer must have another location at which such materials can be accepted with ample evidence presented to show that the alternate facility is capable of managing the Recyclable Materials anticipated under the Agreement.

OPERATIONAL REQUIREMENTS

1. The Vendor must have a receiving facility that can accept the City's recyclable material Monday – Friday, 7:00 am to 5:00 pm including holidays with the exception of Labor Day, New Year's Day, July 4th, Thanksgiving Day and Christmas Day. When one of these five major holidays fall's during the week, the Vendor's receiving facility must be open from 7:00 am to 5:00 pm on the Saturday following the holiday.
2. The Vendor's facility must be capable of accepting delivery of City's recyclable material from all types of delivery vehicles including, but not limited to, packer trucks, roll-off trucks, tractor-trailer transfer vehicles, and rear-discharging tilt-bed collection vehicles.
3. The Vendor's facility shall be operated to facilitate delivery vehicle access during operations. The daily average delivery vehicle turnaround time from arrival at the Vendor's facility site to exit from the facility site shall not exceed fifteen (15) minutes. Delays caused by equipment failure not due to negligence of the Vendor or other fault of the delivery vehicle shall not be included in the turn-around time computation. The Vendor will provide the City with access to its records to verify vehicle turnaround time within twenty-four (24) hour notice.

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4. The Vendor's facility shall be equipped with adequately-sized certified truck scale(s) and computerized recordkeeping systems for weighing and recording all incoming and outgoing Recyclable Materials delivery vehicles and vehicles transporting Recyclable Materials to markets. Evidence of normal maintenance and calibration of the scales performed in accordance with manufacturer's recommendations will be required to be submitted by the selected Proposer. The selected Proposer must (a) submit an annual certificate of accuracy to City and (b) post a copy of such certificate near the scales.
5. The Vendor shall weigh each City load delivered to the receiving facility on a certified scale and shall provide the truck operator with a weigh ticket for each load. At a minimum, the weigh ticket shall indicate the date, time, vehicle number, material type, gross weight, tare weight, net weight, and a ticket number.
6. The Vendor shall provide a tonnage report to the City at least monthly for materials delivered. The report shall include each individual transaction for the reporting month with the service date, unique ticket number, vehicle number, category of material processed, gross weight, tare weight, and net weight. The net weights by category of material processed will then be tallied on the report.
7. The Vendor shall provide an invoice bill or payment due to the City at least monthly for materials delivered. The invoice shall include, by category of material processed (Paper and Commingle): the net weights which match the tonnage report; the market value and calculated Average Market Value (AMV) for each material type of North Port Recyclables; subtotal by category of material processed amounts due/payable; and total amount due/payable (see Section II Pricing).
8. Invoice/Revenue payment as detailed in the monthly invoice shall be submitted within thirty (30) calendar days from the end of the month for which the payment is due.
9. The Vendor shall not reject any load of North Port Recyclables. If the Vendor determines a load of North Port Recyclables contains an excessive amount of Rejects, the Vendor shall inform the Solid Waste Manager of the vehicle number, date, time, and estimated quantity and type of Rejects of such load and the Solid Waste Manager will work to reduce the quantity of Rejects in the future.
10. Unless the Vendor has prior permission from the City, the Vendor shall not dispose of and/or landfill any of the City's Recyclable Materials or Recovered Materials and shall not knowingly, or without reasonable assumption, sell Recyclable Materials or Recovered Materials to another agent that landfills or disposes of material other than through recycling. This does not apply to Contamination Rejects.
11. The Vendor's facility and operation must meet all Federal, State and local regulations and permitting and must be open to City inspections during operating hours.
12. The Vendor shall have emergency, health and safety policies, procedures and practices for employees and users of the MRF.

REFERENCES/CLIENT LISTING: The City will only entertain proposals from Vendors that have provided processing of curbside recyclable materials for a continuous period of 6 months or longer within the past seven years. The City reserves the right to make contact with any or all of the clients to acquire a reference.

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PRICING:

1. The Vendor's Fee shall cover all operational, fiscal, administrative, legal, and managerial obligations for the delivery of the required services.
2. If the AMV is less than the Vendor's Fee, the City shall pay Vendor the dollar for dollar difference. The payment per ton shall be calculated as follows. Each month, the Vendor shall calculate the Average Market Value (AMV) of North Port Recyclables by category (Commingle Material, Paper Products and OCC), defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made in RecyclingMarkets.net multiplied by the composition percentages listed below.

EXAMPLE:

Residential Fiber

Material	Index Description	Index Value	Market Value (\$/Ton)	Material %	AMV (\$/Ton)
Newspaper	PS 8 baled, F.O.B. seller's dock	7.50	\$7.50	14.50%	\$1.09
Corrugated Containers	PS 11 baled, F.O.B. seller's dock	72.50	\$72.50	29.80%	\$21.61
Mixed Paper	PS 1 baled, F.O.B. seller's dock	-10.00	-\$10.00	51.00%	-\$5.10
Rejects	N/A	-93.86	-\$93.86	4.70%	-\$4.41
				100.00%	\$13.18

Example Calculation: (Vendor's Fee) - 13.18 = xx/ton paid by City to Vendor. If the Vendor's Fee is less than the AMV, Vendor will pay the City.

Note: The index values for June 2018 are used for illustrative purposes only and are subject to fluctuation.

3. The composition percentages will be updated and instituted when the City has a Recycling Composition Study conducted.

COMMINGLE MATERIAL

Material	Material %
Steel Cans	5.20%
Aluminum Cans	3.60%
PET	13.00%
Natural HDPE	3.00%
Colored HDPE	3.40%
Plastics #3-#7	3.80%
Glass (3 Mix)	52.50%
Aseptic Containers	0.50%
Rejects	15.00%
	100.00%

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PAPER PRODUCTS

Material	Material %
Newspaper	14.50%
Corrugated Containers	29.80%
Mixed Paper	51.00%
Rejects	4.70%
	100.00%

3. The Vendor must provide and complete all portions of the Price Schedule Form.

NON-EXCLUSIVITY: No guarantee of certain services, volume of work, or quantity of projects is implied. This contract does not entitle any Vendor to exclusive rights to City of North Port contracts. The City reserves the right to acquire services from other Vendors or perform "in-house" services for any purpose as it deems appropriate.

Additional Services: Additional items that do not fit into the Commingle Material or Paper Products may be requested for recycling in the future, these services will be mutually agreed upon by the City and the Vendor(s) prior to any new service being implemented. Fee(s) for any additional recycling service will be negotiated between the City and the Vendor.

END OF PART II

PART III – EVALUATION OF PROPOSALS

EVALUATION METHOD AND CRITERIA: All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the proposal. Proposers should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations **may not** be solicited.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

AWARD CRITERIA: Vendors are ranked in accordance with the evaluation criteria below, and shall not be limited to, considerations listed under Parts II through V. The City shall be the sole judge as to the merits of the proposal(s), and the resulting agreement to the most qualified, responsive, and responsible proposer(s), who fulfills all requirements, and whose evaluation by the City indicates that the award(s) will be in the best interest of the City. The City's decision will be final. The City will initiate negotiations with the top ranked Vendor(s) or accept the proposal as is. If negotiations with the top ranked Vendor(s) are not successful, negotiations will begin with number two and then three if necessary.

If your firm has prior experience working with the City DO NOT assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, interviews, or presentations if requested. All submittals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects. Prior work done for the City may be used as a reference submitted by the Respondent if it is submitted within their proposal and similar to the work being requested in this RFP.

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EVALUATION CRITERIA: Proposals will be reviewed by staff from the City of North Port and evaluated based on the format and content outlined in this proposal as follows:

The Proposal Evaluation will include the following criteria:

1. Qualifications (Experience, Marketing Knowledge, References)
2. Operations Description (Material Acceptance, Facility Operations, Handling of Contaminants)
3. Pricing (Processing Fee, Contamination Threshold, Transportation Costs*)
4. The City will be soliciting for transportation at a later date.

*Cost per ton for transporting recyclables from 5455 Pan American to Processor:
(\$5.48 x roundtrip miles)/17

Explanations for each of the categories are in the following sections:

1. QUALIFICATIONS: EXPERIENCE, MARKETING KNOWLEDGE, REFERENCES

The Proposer will make available records as defined in and required and any reports necessary to document and track information will be evaluated based on its qualifications, experience, and financial resources in providing recyclable materials processing and marketing services on other comparable recyclable materials projects as follows:

- Commitment of experienced management staff with appropriate management structure and sufficient financial resources to assure sufficient authority to serve the needs of the City.
- Adequacy of general corporate experience in providing recyclable materials processing and marketing capacity to municipalities in Florida. May include owning and operating transfer stations that receive recyclables, as well as material recovery facilities that process and sell the recyclable commodities.
- Positive results obtained from the contacts provided for each of the reference contracts and from background check.
- Preferred solutions will have the greatest potential to maximize recyclable materials marketing revenues to be returned to the City.
- Has the Proposer demonstrated that its facilities have remained under full regulatory compliance at all times?
- Has the Proposer recently merged or acquired any businesses? How will such merger/acquisition activity impact the performance of the services?
- Is there any pending litigation and/or concluded lawsuits and/or contract litigation that may impact the Proposer?

2. OPERATIONS DESCRIPTION: MATERIAL ACCEPTANCE, FACILITY OPERATIONS, HANDLING OF CONTAMINANTS

- Proposer shall provide sufficient information to clearly describe its plans to provide Recyclables Processing and Marketing Services to the City. The Proposal must include its Proposed Recyclables Acceptance Facility and a suitable Backup Recyclables Facility. The Recyclables Processing and Marketing Criteria focus on the Proposer's ability to meet the performance requirements and provide the services described in this RFP. Proposers who propose to accept additional materials from the waste stream, or achieve higher recovery rates for targeted materials, will receive preference over those that do not.

The Recyclables Processing and Marketing Criteria are summarized below.

- Proposal's Facility materials acceptance policy and practices that provide the most beneficial process to the City.
- Proposed Recyclables Acceptance Facility operations that maximize the City's recyclable value.
- Ability to achieve incremental recycling. All else being equal, Proposers who propose to accept additional materials from the waste stream, or achieve higher recovery rates for targeted materials, will receive preference over those that do not.

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- Responsiveness of the Operating Plan at the facility to accommodate the delivery schedules and reporting requirements of the City in a safe and reliable manner.
- Any additional services provided, at no additional cost.

3. PRICING: PROCESSING FEE, CONTAMINATION THRESHOLD, TRANSPORTATION COSTS

The following elements will be considered:

- Low Processing costs: Lower processing costs for recyclables and contamination are preferred.
- Acceptable Maximum Contamination Threshold: Facilities that can accept a higher Maximum Contamination Threshold(s) are preferred.
- Transportation distance to the Proposer's Facility- Shorter transportation distances will have preference over longer distances.

Remarks: The assigned value is judged on a scale of **0 through 5**

0=Information/documentation provided is not adequate for evaluation

1=Poor, Unacceptable, Needs major help to be acceptable

2=Marginal, Weak, Workable but needs clarifications

3=Good, No major weaknesses, Fully Acceptable as is

4=Excellent, Very good, Solid in all respects

5=Outstanding, out-of-the-box, Innovative

<i>Evaluation Criteria</i>	<i>Value</i>	<i>Assigned Value</i>	<i>Weight 1-10</i>	<i>Score</i>
OPERATIONS DESCRIPTION (Material Acceptance, Facility Operations, Handling of Contaminants)	0-5		X 5	=
QUALIFICATIONS (Experience, Marketing Knowledge, References)	0-5		X 5	=
PRICING (Processing Fee, Contamination Threshold, Transportation Costs)	0-5		X 10	=
SUB-TOTAL				100 max
THE FOLLOWING CRITERIA WILL BE VERIFIED BY PURCHASING AND PROVIDED AT THE EVALUATION MEETING:				
MBE / WBE/ VBE Certification				
A. Certified Minority Value of 3	0 or 3		X 1	
B. Non-certified or N/A Value of 0				
Local Business	0 or 5		X 1	
North Port Local Business	0 or 7		X 1	
TOTAL POINTS				TBD
REMARKS: Minority, Women Owned, and Veterans Owned Business Enterprise have a point value of either 0 or 3 – applies only to prime Vendor and certificate must be submitted with proposal. Local Business has a point value of 0 or 5. North Port Local Business has a point value of 0 or 7.				

SCORING:

- 1) The Committee will score their evaluations independently through raw scores and the raw scores will be converted to ordinal score.

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- a) Committee member will score each Proposer 0 through 5 (5 being the highest score) on each criterion, unless the score for the criteria score is processed with a calculated formula.
 - b) The score will be multiplied by the criteria weight. The total raw score obtainable is 100 and bonus points (applicable preference points) will be added to the total points scored.
 - c) Each total raw score will be converted to an ordinal score.
- 2) Ordinal Scores are determined as the order of preference based on the individual member's raw scores.
 - a) The highest raw score will receive an ordinal score of one, 2nd highest raw score will receive an ordinal score of 2, and so on.
 - b) The individual ordinal score for each proposer by each committee member are added together for a total ordinal score.
- 3) The lowest total ordinal score will be ranked as #1, 2nd lowest ranked as #2 and so on.
- 4) The Committee will meet in a public meeting to discuss the responses, scoring, ranking, and all issues related to the project. The committee members have the right to either:
 - a) Adjust their scoring based on committee discussion; or
 - b) Re-rank the proposers based on committee discussion; or
 - c) Determine a ranking by the consensus of the committee.
- 5) Committee may elect to hold a 'closed' meeting telephone discussions with each of the proposers to further clarify the City's requirements and the Proposer's proposals prior to the public ranking meeting.

SELECTION – EVALUATIONS AND RANKING:

The Selection Committee shall evaluate and score all responsive proposals and select at least three (3) firms to be the most qualified to hold telephone discussions, if applicable. Discussions are **not** open to the public, **please see schedule below and ensure that a representative of your firm will be available via telephone when called by the Selection Committee.** Each of the top scored firms will be contacted via e-mail and informed of the time that the discussions will begin. The short-listed firms **may be** provided with additional information regarding the project requirements along with written questions from the selection committee. The discussions will be conducted with submitting firms in alphabetical order, with an anticipated time frame not to exceed 15 minutes with each firm being called consecutively.

As stated above, discussions will be held via telephone utilizing the telephone number listed on the signature page of the submittal form. It is each Vendor's responsibility to have the appropriate personnel at that telephone site or respond to the questions and/or clarification. Once the telephone discussions (are **not** "Open" to the public) are completed, the Professional Service Committee will commence discussions, evaluations and ranking meeting (which **is** "Open" to the public).

The Vendor ranked number one by the Selection Committee in the final ranking will be the Vendor(s) recommended for contract negotiations. In accordance with §287.055, Purchasing on behalf of the selection committee shall forward their recommendation to the City Manager in rank order the response or responses of which the Selection Committee deems to be in the best interest of the City. Purchasing shall be request the City Manager to authorize staff to negotiate a contract with the number one (top) ranked Vendor. Following the negotiations, a final contract will be presented for City Commission approval.

If presentations are not requested: Contract negotiations will then commence with the top ranked Vendor upon City Manager approval. The department will prepare the agenda item for the next available Commission meeting and request

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the City Commission to approve the contract and authorize the City Manager or his designee to execute the contract with the top ranked, responsive and responsible Vendor.

If presentations are requested - Formal Oral Presentations: Purchasing will establish the schedule and proposers will be notified within a reasonable time period (date provided below), in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications. Oral presentations will **NOT** be open to the public.

The City will allot equal time for each proposer. The format may consist of formal presentations, questions and answers, and discussion for clarification purposes. Oral presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no Vendor will be penalized for using less than the allotted time.

Final Ranking (if presentations are requested) and Recommendation for Award: Upon completion of the oral presentations, the Committee will rank the top three (3) proposers on their oral presentations to determine the top ranked proposer considered to be the most capable of performing the required project in the best interest of the City. The Department will prepare the agenda item for the next available commission meeting requesting the City Commission approve the contract and authorize the City Manager or his Designee to execute the contract with the top ranked, responsive and responsible Vendor.

SCHEDULE: The anticipated schedule for this project is as follows:

TIMELINE OF EVENTS	EVENT TIME/PLACE	EVENT DATE
Issuance of Proposal	8:00 AM	12/14/19
Non-Mandatory Pre-proposal meeting	10:00 AM	1/3/19
Deadline to submit questions/clarifications	2:00 PM	1/16/19
Submittal Due Date	2:00 PM Purchasing Division City of North Port 4970 City Hall Boulevard, Suite 337 North Port, Florida 34286	1/23/19
Telephone Discussions with Firms (CLOSED TO PUBLIC)	2:00 PM	XX/XX/XX
Evaluation and Ranking/Selection Recommendation (OPEN TO PUBLIC)	9:00 AM CITY HALL, ROOM 244	2/7/19
Presentations - or – Negotiations Team Meeting (CLOSED TO PUBLIC)	TBD	TBD
Agreement to Commission (Estimated)	1:00PM	TBD

END OF PART III

**PART IV – RULES, INSTRUCTIONS AND CITY REQUIRED FORMS
FOR PREPARING PROPOSALS**

1. RULES FOR PROPOSALS – The Purpose of this section of the Solicitation Document is to identify the requirements for Proposers to submit a **complete and correct** Proposal package, which shall cover:

A. The proposal must name all persons or entities interested in the proposals as principals of the Project Team. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

B. Any questions regarding a project or submittal shall be **directed to Purchasing**. There shall not be any contact between a Proposer and any member of the selection committee or negotiating committee or any member of the City Commission regarding the project or proposal submitted by any Proposer. Any Proposer contacting any committee member or member of the City Commission regarding a submitted proposal is subject to sanctions up to and including having the City disqualify that Vendor's submittal.

C. The Proposal Forms shall be used when submitting a Proposal. Use of any other forms may result in the Proposer's submittal being deemed "Non-Responsive."

D. The Proposal will either be typed or completed in legible writing in blue ink. The Proposer's authorized agent will sign the Proposal Forms in blue ink, and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Proposal.

E. Proposer Registration with either the City or DemandStar is **not** required. The City utilizes www.DemandStar.com for their vendor database system: planholder list, and notification availability (i.e. Addenda, Sign-In Sheets, Notice of Intent, etc.). Registration with DemandStar is **not** required to submit a Proposal. The City does **not** require the Proposer to complete a registration application with DemandStar to be recommended for the award of any Agreement. DemandStar is the City's sole method of notification for formal solicitations including but not limited to, addenda, sign-in, plans, tabsheets, Notice of Intent and any other related documents. Registration with DemandStar is optional, at the sole discretion of the Proposer. Proposers may register on-line at www.DemandStar.com or by requesting a faxed registration form by calling (800) 711-1712. **If you are interested in receiving free notification(s) solely for the City of North Port's solicitation documents, please contact them directly at 1-800-711-1712 with your request. If you are already registered with DemandStar for either the City of North Port, you do NOT need to register again.**

2. PROPOSAL FORMAT/REQUIREMENTS

Proposers shall include the following information in their written proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

TITLE PAGE: Title Page shall show the request for proposal's subject, title and proposal number; the Vendor's legal name; points of contact information (name, telephone, cell, fax number and E-mail address).

TABLE OF CONTENTS: The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

TAB 1 - TRANSMITTAL LETTER: Provide a Letter of Interest indicating the qualifications for which the Vendor is applying, and your firm's commitment to the City's projects. The letter shall be signed in blue ink by a person who is

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authorized to commit the firm to perform the work included in the proposal, and should identify all materials and enclosures being forwarded in response to the RFP.

TAB 2 – OPERATION DESCRIPTION:

1. The Proposer shall provide general background information about itself to describe the extent of its recyclables processing and marketing operations and experience.
2. The Proposer shall provide the name, address and graphical layout of the Materials Recycling Facility (MRF) it intends to use pursuant to the Agreement. Transportation costs to deliver recyclables to facility will be factored into the evaluation.
3. Provide the operating days/hours, general description and staffing plan of the MRF(s) where recyclable materials are to be delivered by, or on behalf of the City.
4. Provide a list of materials accepted by the proposer at the MRF for processing.
5. Describe operating procedures, particularly those procedures related to inspection. Describe how hazardous materials inadvertently delivered to the MRF are handled.
6. Provide the name and address of the solid waste disposal facility to be utilized to dispose of residuals.
7. Provide detailed information with respect to quality control methods, complaint management and resolution procedures.
8. Submit a copy of an emergency plan detailing those actions the proposer is prepared to take to address emergency situations such as fire, strike, natural disaster or hazardous/toxic spill which would require a deviation from normal operating procedures.
9. Provide an organizational chart and one-page resumes or bios of Acceptance Facility operations management staff illustrating the names, titles, qualifications, and chain of command. Identify the designated contract manager.
10. Provide copy of appropriate Operating Permit, if applicable, under which the MRF operates.
11. Proposers who propose to accept additional materials from the waste stream, or achieve higher recovery rates for targeted materials, will receive preference over those that do not.

TAB 3 – QUALIFICATIONS:

1. Proposers shall provide three references from municipalities or public authorities/agencies where Proposer has or is currently providing recyclables processing and marketing services under contract.
2. Describe Proposer's experience and ability to sell Recyclable materials from the City for the highest possible amount of revenue.
3. Provide information as to whether Proposer has been acquired, plans to be acquired or merged with any other firms in the future, if known. Explain how said merger with another entity(s) may affect the services to be provided to the City, if any.
4. Provide a detailed list and description of past and current enforcement cases against the Acceptance Facility, including warning letters, notices of violation, consent orders or other environmental investigations.
5. Provide a detailed list of past, current or threatened claims or lawsuits based on or related to pollution or contamination associated with the past or present activities at the Acceptance Facility.
6. The Proposer will make available records as defined in and required and any reports necessary to document and track information will be evaluated based on its qualifications, experience, and financial resources in providing recyclable materials processing and marketing services on other comparable recyclable materials projects as follows:

TAB 4 – PRICE SCHEDULE FORM

A formula will be used to calculate the Total System Cost for the pricing points of this solicitation.

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Transportation Cost added to Processing Cost equals Total System Cost

Transportation cost consists of: RT miles from the City of North Port Recycling Facility multiplied by Transportation Cost per mile. The cost per mile is a constant picked by the City of North Port used for submitters. All mileage will be checked via Google maps.

Processing cost consists of: Processing Fee Commingle multiplied by the Commingle annual tons and Processing Fee Paper multiplied by Paper annual tons.

The Proposer with the lowest Price Proposal, (Total System Cost), will be awarded the maximum score of listed in the scoring criteria section. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x Maximum points. Score For example, the maximum score available for price is 4. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 4 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows: $\$150,000.00 / \$160,000.00 = .9375$ $.9375 \times 4 = 3.75$.

TAB 5 – ADDITIONAL INFORMATION: Any other pertinent information the proposer chooses to provide.

Tab 6 – SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL FORMS: Provide completed required forms in this section. The checklist is provided to assist each Proposer in the preparation of their response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is a guideline which is to be executed and submitted with the required forms. It is the responsibility of each Proposer to read and comply with the solicitation in its entirety.

In addition to the items noted above, proposers are asked to include any additional items that may be needed to complete the services requested that may not have been identified in this RFP.

A. SUBMITTAL REQUIREMENTS

1. **NUMBER OF PAGES:** Proposal shall not exceed (50) pages (one-sided) or (25) pages (two-sided) in length. *(The Title Page, Table of Contents, City Required Forms, resumes, and tabs do not count towards the TOTAL NUMBER OF PAGES).*
 - 1.1 When compiling a response, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals should be bound to allow flat stacking for easy storage; do not use three ring binders of any kind; and sections should be compiled in the sequence list above. Maximum number of pages shall be 50 pages, not including *the Title Page, Table of Contents, City Required Forms, resumes, and tabs*.
 - 1.2 Place proposal with all the required items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time.
2. **PAPER/FONT SIZE:** 8.5"x11"/Font Calibri 11, PDF FORMAT for all pages of the submittal.
3. **NUMBER OF ORIGINAL PROPOSALS:** One (1) original hard-copy **UNBOUND** (marked "**ORIGINAL**") and signed in blue ink. **NUMBER OF COPIES:** five (5) hard-copies **BOUND** (marked "**COPY**"). **(1 original + copies = 4 total submittals).**

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4. **USB Flash Drive:** One (1) electronic version in Portable Document Format (PDF) on a Flash Drive containing the entire submittal.

PLEASE INDICATE BY (v) THAT YOU HAVE INCLUDED THE FOLLOWING DOCUMENTATION WITH YOUR PROPOSAL.

B. CITY REQUIRED SUBMITTAL FORMS

- ☐ Proposal Submittal Signature Form
- ☐ Minimum Qualification Requirements Form
- ☐ Statement of Organization
- ☐ References
- ☐ Drug-Free Workplace (If Applicable)
 - ☐ YES ☐ NO ☐ N/A
- ☐ Public Entity Crime Information
 - ☐ YES ☐ NO ☐ N/A
- ☐ Non-Collusive Affidavit
- ☐ Lobbying Certification
- ☐ Conflict of Interest Form
- ☐ Florida Recovered Materials Dealer Certification from the Florida Department of Environmental Protection, Attached
- ☐ Scrutinized Business Form
- ☐ State Registration Requirements (<http://www.sunbiz.org/search.html>)
Proposer shall be registered with the State of Florida to perform the professional services required for this proposal. A copy of Registration must be included with submission.
- ☐ Copy of Registration, Attached
- ☐ Applicable State required licenses for Prime Firm Only (Not sub-Firms)
- ☐ Disclosure Form for Vendor/Architect/Engineer
- ☐ **Sample Insurance Certificate:** Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for Workers Compensation, Comprehensive Commercial General Liability, and Commercial Auto Liability and the dollar amounts of the coverage.

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☐ YES ☐ NO Sample Insurance Certificate is included with the submittal

☐ **MBE/WBE/VBE:** If claiming Minority Business Enterprise/Women Business Enterprises/Veteran's Business Enterprise, the Prime Firm (not sub-Firm) **shall be** certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes and the Certificate from the State of Florida shall be submitted with the required paperwork.

☐ YES, CLAIMING STATUS AS PRIME ONLY

☐ YES, I'VE ATTACHED THE CERTIFICATE OF MBE/WBE STATUS FROM THE STATE OF FLORIDA AS OUTLINED SECTION 12.

☐ NOT CLAIMING MBE/WBE/VBE

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK
CITY REQUIRED FORMS FOLLOW

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PRICE SCHEDULE FORM

1. The Vendor's Fee shall cover all operational, fiscal, administrative, legal, and managerial obligations for the delivery of the required services.

MATERIAL	VENDOR'S FEE
Commingle Material	
Paper Products	
Contamination Handling Fee (Rejects)	

2. List the Contamination Rejection Threshold (s) and when they are applied.

	THRESHOLD	APPLICATION
Contamination Rejection Threshold 1		
Contamination Rejection Threshold 2		
Contamination Rejection Threshold 3		
Contamination Rejection Threshold 4		

PAYMENT

If the Average Market Value (AMV) is less than the VENDOR'S Fee, the CITY shall pay VENDOR the dollar for dollar difference. The payment per Ton shall be calculated pursuant as follows:

Each month, the VENDOR shall calculate the AMV of the City's Recyclables, defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made in RecyclingMarkets.net multiplied by the composition percentages of the City's Recyclables.

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

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MINIMUM QUALIFICATION REQUIREMENTS

1. PROPOSER'S CERTIFICATION OF MEETING ALL THE SOLICITATION'S MINIMUM QUALIFICATION REQUIREMENTS:

a. The Proposer (Company) has experience processing curbside recyclable materials at a single facility for a continuous period of 6 months or longer within the past seven years. YES _____ NO _____

b. The Proposer has a current/non-expired Florida Recovered Materials Dealer Certification?

YES ☐ NO ☐ Certificate Attached ☐

c. The Proposer shall provide the names and addresses of the Receiving Facility and Processing Facility it intends to use pursuant to the Agreement.

Receiving Facility Name: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Is facility currently operating? YES ☐ NO ☐ If no, when will it be operational?

Facility capacity (TPY)? _____ Current throughput (TPY)? _____

Processing Facility Name: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Is facility currently operating? YES ☐ NO ☐ If no, when will it be operational?

Facility capacity (TPY)? _____ Current throughput (TPY)? _____

Alternate Facility: In the event either of the facilities noted above will not be operational by the Commencement Date, the Proposer shall provide the following information for a temporary alternate facility. If not applicable, please so indicate.

Facility Name: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

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2. PERFORMANCE QUESTIONNAIRE – Proposers shall complete the questionnaire in its entirety:

- a. Has the Proposer or its senior management team had any criminal actions against them during the last five (5) years related to Recyclables Processing or marketing?

☐ No or ☐ Yes – If YES, complete the following:

Action: _____

- b. Has the Proposer had any civil actions, losses of service contracts, bid bond or performance bond claims, or liquidated damages relating to Recyclables Processing or marketing involving \$10,000 or more per contract year during the last five (5) years? If there are no such actions, Proposer shall so note.

☐ No or ☐ Yes – If YES, complete the following for each such occurrence:

Name of the Claim, Arbitration, Litigation or Action: _____

Name of Claimant: _____

Date of alleged occurrence: _____ Amount at Issue: _____

Criminal charges alleged: _____

Disposition of the claim, arbitration, litigation, or action _____

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PROPOSAL SUBMITTAL SIGNATURE FORM

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per Agreement, if the firm is awarded the Agreement by the City.

The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the firm acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Company Name _____

Telephone # _____ **E-Mail** _____ **Fax #** _____

Main Office Address _____

City _____ **State** _____ **Zip Code** _____

Address of Office Servicing City of North Port, if different than above: ☐ SAME AS ABOVE

Office Address _____

City _____ **State** _____ **Zip Code** _____

Telephone # _____ **E-mail** _____ **Fax #** _____

Name & Title of Firm Representative _____

Signature _____ **Date** _____

Do you accept Visa? ☐ YES ☐ NO

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

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STATEMENT OF ORGANIZATION
(Information Sheet for Transactions and Conveyances Corporation Identification)

The following information will be provided to the City of North Port for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

Name of Respondent: _____

DBA (if any): _____

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): _____

Business Address: _____

Phone: _____ **Fax:** _____

E-Mail _____

Print Name and Title of person authorized to bind: _____

Federal Identification Number: _____

Signature: _____

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

(Please Check One)

Is this a Florida Corporation:

☐ Yes

or

☐ No

If not a Florida Corporation,

In what state was it created:

Name as spelled in that State:

What kind of corporation is it:

☐ "For Profit"

or

☐ "Not for Profit"

Is it in good standing:

☐ Yes

or

☐ No

**Authorized to transact business
in Florida:**

☐ Yes

or

☐ No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name:

☐ Yes

or

☐ No

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

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Names of Officers:

President: _____ **Secretary:** _____

Vice President: _____ **Treasurer:** _____

Director: _____ **Director:** _____

Other: _____ **Other:** _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____ who ☐
is personally known to me or ☐ has produced his/her driver's license as identification.

Notary Public - State of Florida
Print Name: _____
Commission No: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

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REFERENCES/CLIENT LISTING

The Vendor shall provide a minimum of three (3) business related references for which they are currently providing or have provided within the last seven (7) years, services similar to the scope of services required by this RFP. Attach additional sheets if necessary.

1. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Annual Tons Processed _____ Dual Stream or Single Stream (circle)

2. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Annual Tons Processed _____ Dual Stream or Single Stream (circle)

3. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Annual Tons Processed _____ Dual Stream or Single Stream (circle)

COMPANY NAME:: _____

SIGNATURE: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

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DRUG FREE WORKPLACE FORM

The undersigned Vendor in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation 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.

Check one:

- ☐ As the person authorized to sign this statement, I certify that this Vendor complies fully with above requirements.
- ☐ As the person authorized to sign this statement, this Vendor **does not** comply fully with the above requirements.

Offeror's Signature

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2019-30
Recyclable Materials Processing and Marketing Services

PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a bid 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 Vendor, Supplier, SubVendor, or Vendor 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Vendor list.

I, _____, being an authorized representative of the Respondent,
_____, located at _____

City: _____ State: _____ Zip Code: _____, have read and understand
the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S.
§287.133.

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20__, by _____
who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

Notary Public - State of Florida

Print Name: _____

Commission No: _____

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NON-COLLUSIVE AFFIDAVIT

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared:

_____ who, being first duly sworn, deposes and says that:

1. He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Respondent that has submitted the attached reply;
2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
3. Such reply is genuine and is not a collusive or sham reply;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, Vendor, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, Vendor, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this _____ day of _____, 20____.

By: _____

(Printed Name)

(Title)

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____ who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

Notary Public - State of Florida

Print Name: _____

Commission No: _____

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LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that":

STATE OF _____

COUNTY OF _____

This _____ day _____ of 2018

_____, being first duly sworn, deposes and says that he or she is the authorized representative of _____ (Name of the Firm, Vendor or individual), and that the Vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the city in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the city. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

Signed, sealed and delivered this _____ day of _____, 20__.

By: _____

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20__, by _____ who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

Notary Public - State of _____

Print Name: _____

Commission No: _____

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DISCLOSURE FORM
FOR
VENDOR/ENGINEER/ARCHITECT

Please select (only) one of the following three options:

☐ Our firm has no actual, potential, or reasonably perceived, **financial*** or **other interest**** in the outcome of the project.

☐ Our firm has a potential or reasonably perceived **financial*** or **other interest**** in the outcome of the project as described here: _____.

Our firm proposes to mitigate the potential or perceived conflict according to the following plan:
_____.

☐ Our firm has an actual **financial*** or **other interest**** in the outcome of the project as described here:
_____.

***What does “financial interest” mean?**

If your firm, or employee of your firm working on the project (or a member of the employee’s household), will/may be perceived to receive or lose private income depending on the government business choices based on your firm’s findings and recommendations, this must be listed as a financial interest. An example would be ownership in physical assets affected by the government business choices related to this project. The possibility of contracting for further consulting services is not included in this definition and is not prohibited.

****What does “other interest” mean?**

If your firm, or employee of your firm working on the project (or a member of the employee’s household), will/may be perceived to have political, legal or any other interests that will affect what goes into your firm’s findings and recommendations, or will be/may be perceived to be affected by the government business choices related to this project, this must be listed as another interest.

BUSINESS NAME: _____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE: _____ **DATE:** _____

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CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

- ☐ I am an employee, public officer or advisory board member of the City
_____ (List Position Or Board)
- ☐ I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____
- ☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____
- ☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____
- ☐ None Of The Above

PART II:

Are you going to request an advisory board member waiver?

- ☐ I will request an advisory board member waiver under §112.313(12)
- ☐ I will NOT request an advisory board member waiver under §112.313(12)
- ☐ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Vendors whose conflicts are not waived or exempt.

COMPANY: _____

SIGNATURE: _____

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Scrutinized Company Certification Form

Company Name: _____

Authorized Representative Name and Title: _____

Address: _____ City: _____ State: _____ ZIP: _____

Phone Number: _____ Email Address: _____

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

☐ This bid, proposal, contract or contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

☐ This bid, proposal, contract or contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By: _____ AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: _____

Date Certified: _____

State of _____ County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ who is personally known to me or who has produced _____ as identification.

Notary Public

Solicitation/Contract/PO Number (Completed by Purchasing): _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

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EXHIBIT 1- STATISTICAL DATA

1. The table below provides the 2018 population estimates from the University of Florida Bureau of Economics and Business Research for Sarasota County and the Unincorporated County.

Geographic Area	2018 Population
City of North Port (Total)	70,000

2. The most recent countywide population projections from the University of Florida Bureau of Economics and Business Research are as follows:

Year	Projected Total Sarasota County Population
2020	85,000
2025	90,000
2030	100,000
2035	120,000

3. City of North Port provides automated curbside recyclable collection services. All collection services are provided on the same day of the week to residential customers. Recyclable materials are collected using a dual stream system: paper products and commingled material. The City provides residents two recycling totes, one for paper products and one for commingled material and collection between the two totes rotates each week. One week paper products are collected, the next week commingled material is collected. Residential collection is currently provided by front load body trucks with Curotto Cans.

The City intends to have the collection trucks off-load recyclable material at the City's Recycling Facility, then consolidate dedicated loads (paper or commingle) into semi-trucks which will haul the material to the Vendor's Recycling Processing Facility. It is anticipated that 7 trailers loads per week would be delivered to the Vendor's Recycling Processing Facility.

4. The tables below provide additional information regarding the City of North Port's monthly quantities of materials in fiscal years 2016 through 2018.

FY 2016	Program Comingled Tons	Program Paper Tons	Program Total Tons
October	211	228	439
November	218	238	456
December	251	308	559
January	288	237	525
February	229	271	500
March	264	300	564
April	219	229	448
May	232	241	473
June	206	257	463
July	206	222	228

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August	214	265	479
September	194	284	478

FY 2017	Program Comingled Tons	Program Paper Tons	Program Total Tons
October	189	234	423
November	225	270	495
December	252	311	563
January	239	279	518
February	236	242	478
March	256	350	606
April	261	265	526
May	295	230	525
June	321	253	574
July	249	242	491
August	229	310	539
September	262	240	502

FY 2018	Program Comingled Tons	Program Paper Tons	Program Total Tons
October	288	252	540
November	326	253	579
December	299	276	575
January	266	334	600
February	285	279	564
March	281	358	639
April	309	255	564
May	344	246	590
June	230	230	460
July	298	275	550
August	298	275	550
September	298	275	550

EXHIBIT 2
MATERIALS ACCEPTANCE PROTOCOL
PROGRAM RECYCLABLES

COMMINGLE MATERIALS

Aluminum cans. Any food or beverage container constructed entirely of aluminum.

Aluminum foil. Aluminum sheets or wrap commonly used in food preparation whether in sheets or formed into flexible containers.

Glass. Any food or beverage container constructed of glass of any color.

Polycoated paper cartons. Aseptic boxes and gable top containers such as juice boxes, brick packs, milk and juice cartons

Recyclable plastics. The following plastic bottles or rigid containers as coded and labeled on the item by a number placed inside a triangle and letters placed below the triangle pursuant to F.S. § 403-708(7), as amended.

- a. Polyethylene terephthalate bottles (coded and labeled PET, 1).
- b. High-density polyethylene bottles (coded and labeled HDPE, 2).
- c. Vinyl (coded and labeled V, 3).
- d. Low-density polyethylene (coded and labeled LDPE, 4).
- e. Polypropylene (coded and labeled PP, 5).
- f. Other resin (coded and labeled OTHER, 7).

Steel and tin cans. Food or beverage containers which consist primarily of ferrous metals, commonly called tin cans and steel jar lids, and empty aerosol containers.

PAPER PRODUCTS

Corrugated cardboard. Cardboard with folds, ridges, grooves or wrinkles placed between flat paper surfaces and commonly used for cartons or boxes.

High-grade and other mixed paper. Magazines, catalogs composed of glossy paper, white or colored bond paper, book paper, telephone books, computer paper, cotton fiber, content paper, duplicator paper, manifold business forms, mimeo paper, office paper, printing paper, stationery, writing paper, photocopy or copy machine paper, laser paper, paper envelopes with or without plastic windows, carbonless (NCR) paper, brown Kraft paper, paper grocery bags, tabulating cards, facsimile paper, and manila folders but excludes paper coated or contaminated with metallics, plastic, wax, carbon, ammonia or nonsoluble glue.

Newspapers. Dry newsprint including advertising.

Paperboard/chipboard. Flat, pressed, stiff paper including cereal boxes, shoe boxes, paper cartons and protective paper packaging for dry foods.

PART V. SAMPLE AGREEMENT - SUBJECT TO CHANGE
AGREEMENT NO. 2019-30
RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES

THIS NON-EXCLUSIVE AGREEMENT ("Agreement") is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida, herein after referred to as the "CITY" and [REDACTED], a [REDACTED] company, with a principal address of [REDACTED], hereinafter referred to as "CONTRACTOR."

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. CONTRACTOR'S SERVICES

- A. CONTRACTOR agrees to diligently provide all materials, services, and labor for the performance of Recyclable Materials Processing and Marketing Services in accordance with the terms of this Agreement and the technical specifications as identified in RFP 2019-30 and CONTRACTOR'S proposal submitted _____2018. The overall Scope of Services is described in "Exhibit "A" with the detailed tasks attached hereto and incorporated by reference.
- B. This Agreement shall commence on _____ and shall end on _____, unless terminated by either party prior to that date pursuant to the terms contained herein.
- C. This Agreement is non-exclusive and the CITY may enter into separate agreements for the same tasks and work to be completed pursuant to this Agreement, or use such other methods as in CITY'S sole opinion are required for the completion of the work.

2. COMPENSATION AND PAYMENT FOR CONTRACTOR'S SERVICE

- A. The CONTRACTOR'S Fee will be as follows for the term of this Agreement:
 - 1. Commingled Containers \$_____ per ton
 - 2. Residential Fiber \$_____ per ton
- B. If the Average Market Value (AMV) is less than the CONTRACTOR'S Fee, the CITY shall pay CONTRACTOR the dollar for dollar difference. The payment per Ton shall be calculated pursuant to the Fee Schedule attached hereto as **Exhibit "B,"** and incorporated herein by reference.
- C. CONTRACTOR acknowledges and accepts that the formula outlined in this section and as provided in Exhibit B shall be used for calculating revenue throughout the term of this Agreement. It is intended to reflect the current value of the CITY'S Recyclables, but might not be an exact calculation of that value. Any and all costs associated with accepting, processing, marketing, and transporting the CITY'S Recyclables shall be the responsibility of the CONTRACTOR. CONTRACTOR acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement.
- D. Each month, the CONTRACTOR shall calculate the Average Market Value (AMV) of the CITY'S Recyclables, defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton) first posted

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in the month for which payment is being made in RecyclingMarkets.net multiplied by the composition percentages as defined in Exhibit "B," the Fee Schedule. If at any time during the term of this Agreement RecyclingMarkets.net no longer posts or otherwise fails to provide the applicable market indices, then the parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information.

- E. The parties acknowledge and agree that the obligations of CITY to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein to which CITY is a party, are and shall remain subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. CITY agrees to exercise all lawful and available authority to satisfy any financial obligations of CITY that may arise under this Agreement; however, since funds are appropriated annually by the City Commission on a fiscal year basis, the CITY'S legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of CITY shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by CITY under this Section. This Agreement shall not constitute an indebtedness of CITY nor shall it constitute an obligation for which CITY is obligated to levy or pledge any form of taxation or for which CITY has levied or pledged any form of taxation

3. METHOD OF PAYMENT

- A. The CITY shall pay CONTRACTOR through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes, Section 218.70, *et seq.*, upon receipt of CONTRACTOR'S invoice and written approval of same by the CITY'S Administrative Agent indicating that services have been rendered in conformity with this Agreement. CONTRACTOR shall submit an invoice for payment to the CITY for those specific tasks as described in the Scope of Services that were completed during that invoicing period.
- B. CONTRACTOR'S invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

4. INDEMNIFICATION

- A. To the extent permitted by Florida law, CONTRACTOR shall indemnify, defend and hold harmless the CITY, its Commissioners, officers, agents and employees, from all liabilities, fines, claims, assessments, suits, judgments, damages, losses and costs, including consequential, special, indirect, and punitive damages, (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), arising out of any acts, actions, breaches, neglect or omissions of CONTRACTOR, or CONTRACTOR'S officers, employees, agents, sub-contractors, or other persons employed or utilized by CONTRACTOR in the performance of, or the failure to perform, the Agreement. The Agreement does not constitute a waiver of sovereign immunity or consent by the CITY or its subdivisions to suit by third parties.
- B. The CITY shall provide all available information and assistance that CONTRACTOR may reasonably require regarding any claim. In the event of a claim, the CITY shall promptly notify CONTRACTOR in writing by prepaid

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certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided for receipt of notices in this Agreement.

- C. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the CITY and such insurance coverage will not be deemed a limitation on CONTRACTOR'S liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).
- D. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in Florida Statutes, Section 768.28.
- E. The terms of this section shall survive termination or completion of the Agreement.

5. CONTRACTOR'S INSURANCE

A. INSURANCE

Before performing any work, CONTRACTOR shall procure and maintain, during the life of the Agreement, the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida, and meet a minimum financial AM Best and Company rating of no less than "Excellent."

No changes are to be made to these specifications without the City Manager or designee's prior written approval. The City Manager or designee may alter the amounts or types of insurance policies required by this Agreement upon agreement with CONTRACTOR.

- 1. Workers Compensation and Employers' Liability Insurance: Coverage to apply for all employees at the statutory limits provided by state and federal laws. Include proof of current Workers' Compensation Coverage or Workers' Compensation Exemption (notarized affidavit).
- 2. Comprehensive Commercial General Liability Insurance: Occurrence form required. Aggregate must apply separately to this Agreement. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.
- 3. General requirements: The City of North Port, Florida, is to be named as additional insured on CONTRACTOR'S Comprehensive Commercial General Liability Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities under the Agreement.

B. WAIVER OF SUBROGATION

All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the CITY, its Commissioners, officers, officials, employees and volunteers, and the CITY'S insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by

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CONTRACTOR for the CITY. It is CONTRACTOR'S responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, CONTRACTOR, its officers, officials, agents, employees, volunteers, and any subCONTRACTORS, agree to waive all rights of subrogation against the CITY and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which CONTRACTOR or its agents may be responsible.

C. POLICY FORM

1. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by Risk Management through the CITY'S Purchasing Office, are to be written on an occurrence basis and shall name the City of North Port, Florida, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the CITY'S Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, CONTRACTOR agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
2. Insurance requirements itemized in this Agreement, and required of the CONTRACTOR, shall be provided by or on behalf of all sub-CONTRACTORS to cover their operations performed under this Agreement. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-CONTRACTORS.
3. Each insurance policy required by this Agreement shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy. provisions. The CONTRACTOR is to notify the CITY'S Purchasing Office by written notice via certified mail, return receipt requested.
4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. **The procuring of required policies of insurance shall not be construed to limit CONTRACTOR'S liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of CONTRACTOR'S liability for indemnity of the CITY shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the CONTRACTOR and its carrier.**
6. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the CITY is an insured under the policy. CONTRACTOR'S insurance is considered primary for any loss, regardless of any insurance maintained by the

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CITY. CONTRACTOR is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

7. All Certificates of Insurance are to be furnished to the CITY'S Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the CITY'S Purchasing Office before the CONTRACTOR will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
8. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONSULTANT'S insurer(s) and the CITY's Purchasing Office as soon as practicable after notice to the insured.

6. RESPONSIBILITY OF THE CONTRACTOR

- A. CONTRACTOR acknowledges that it is familiar with the Technical Specifications identified in RFP 2019-30 and that it will perform the services as required.
- B. If CONTRACTOR is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- C. Upon commencement of this Agreement the CONTRACTOR shall accept deliveries of the CITY'S Recyclables during the scheduled receiving hours as specified in this Agreement.
- D. The CITY reserves the right to designate or remove other Recyclable Materials as the CITY'S Recyclables if the contracting parties agree it is technically feasible.
- E. The CONTRACTOR shall weigh all trucks that enter the MRF, perform recordkeeping, and generate reports of incoming materials as required herein or requested by the CITY. The CONTRACTOR may use tare weights. If the CONTRACTOR chooses to do so, all tare weights must be recalibrated at least every sixty (60) calendar days.
- F. CONTRACTOR'S obligation to accept delivered Recyclable Materials upon the commencement of this Agreement is of importance to the CITY. In the event that CONTRACTOR fails or refuses to accept Recyclable Materials upon the commencement of this Agreement, the CONTRACTOR shall be liable for all hauling, processing, transportation, disposal charges and any other related costs, in excess of payments that would have been made under this Agreement, which may be incurred by the CITY with respect to recycling and marketing such materials.
- G. CONTRACTOR warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for CONTRACTOR), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of this Agreement.
- H. CONTRACTOR shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent firms in effect at the time CONTRACTOR'S services are rendered.

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CONTRACTOR covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes, Section 112.313, as it relates to work performed under this Agreement. CONTRACTOR agrees to incorporate the provisions of this paragraph in any sub-contract into which it might enter with reference to the work performed.

- I. CONTRACTOR shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof.
- J. The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. CONTRACTOR shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
- K. CONTRACTOR shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at CONTRACTOR'S offices for inspection, audit, and copying during normal business hours by the CITY, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.

7. OBLIGATIONS OF CITY

- A. Upon commencement of this Agreement the CITY will deliver the CITY'S Recyclables to the MRF, located at _____, during the scheduled receiving hours specified herein. The CITY'S Recyclables will be delivered Dual Stream.
- B. The CITY'S Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:
 - 1. Review of all CONTRACTOR payment requests for approval or rejection.
 - 2. Periodic reviews of the work of the CONTRACTOR as necessary for the completion of the CONTRACTOR'S services during the period of this Agreement.
- C. The CITY shall not provide any services to the CONTRACTOR in connection with any claim brought on behalf of or against the CONTRACTOR.

8. SCHEDULED RECEIVING HOURS

- A. The MRF to which the CITY delivers Recyclables shall be open and available to receive the CITY'S Recyclables from at least 7:00 a.m. to 5:00 p.m. Monday through Friday.
- B. The MRF to which the CITY delivers the CITY'S Recyclables may be closed on Holidays, but will be required to be open from 7:00 a.m. to 5:00 p.m. on the Saturday following the holiday.
- C. No reductions in scheduled receiving hours shall be made without the prior written approval of the CITY'S Administrative Agent.

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2019-30
Recyclable Materials Processing and Marketing Services

9. MATERIALS REJECTION

- A. The CONTRACTOR shall not reject any load of the CITY'S Recyclables.
- B. If the CONTRACTOR determines that a load of the CITY'S Recyclables contains an excessive amount of Rejects, the CONTRACTOR shall inform the CITY'S Administrative Agent of the delivery location, vehicle number, date, time, and estimated quantity and type of Rejects of such load and the CITY'S Administrative Agent will work to reduce the quantity of Rejects in the future.
- C. If any Hazardous Waste is detected within a load of the CITY'S Recyclables, the CONTRACTOR will properly isolate and containerize the materials and immediately contact the CITY'S Administrative Agent who will arrange for disposal.

10. TRANSPORT, PROCESSING, AND MARKETING

- A. The CONTRACTOR shall bear all costs associated with processing the CITY'S Recyclables, and transporting and marketing Recovered Materials.
- B. The CONTRACTOR must maintain complete and accurate records of material inflows and outflows. These records are subject to review by the CITY during normal business hours.
- C. The CONTRACTOR shall employ a local manager charged with the responsibility of overseeing this Agreement. The CONTRACTOR'S local manager or other competent person shall be available to communicate with the CITY'S Administrative Agent or other CITY designee during normal operating hours and shall be available as needed outside of normal hours.
- D. The Materials Recycling Facility design shall incorporate material processing systems capable of receiving and processing Recyclable Materials in accordance with this Agreement. The systems shall be designed to achieve the maximum product recovery rates.

11. DISPOSAL

- A. Unless the CONTRACTOR has prior permission from the CITY, the CONTRACTOR shall not dispose of and/or landfill any Recyclable Materials or Recovered Materials collected under this Agreement. The CONTRACTOR shall not knowingly, or without reasonable assumption, sell Recyclable Materials or Recovered Materials to another agent that landfills or disposes of material other than through recycling. This does not apply to Rejects and Residue.
- B. The CONTRACTOR is responsible for all costs of transporting and disposing of non-recyclable materials, including Rejects and Residue, generated at the Materials Recycling Facility.

12. PUBLIC RECORDS LAW

In accordance with Florida Statutes, Section 119.0701, CONTRACTOR shall comply with all public records laws, and shall specifically:

- A. Keep and maintain public records required by the CITY to perform the service.

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2019-30
Recyclable Materials Processing and Marketing Services

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GSI-SL for State and Local Government Agencies. (see <http://dos.dos.state.fl.us/library-archives/records-management/generalrecords-schedules/>).
 2. "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the CITY. CONTRACTOR'S records under this Agreement include but are not limited to, supplier/subCONTRACTOR invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- B. Upon request from the CITY'S custodian of public records, provide the CITY, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format compatible with the information technology systems of the CITY.
- C. Ensure that records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, if CONTRACTOR does not transfer the records to the CITY following completion of the Agreement, for the time period specified in General Records Schedule GSI-SL for State and Local Government Agencies.
- D. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in CONTRACTOR'S possession or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records.
- E. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7063 OR HOTLINE (941) 429-7270; E-MAIL: kpeto@cityofnorthport.com.
- F. Failure of CONTRACTOR to comply with these requirements shall be a material breach of this Agreement. Further, CONTRACTOR may be subject to penalties under Florida Statutes, Section 119.10.

13. TIMELY PERFORMANCE OF CONTRACTOR'S PERSONNEL

- A. The timely performance and completion of the required services is vitally important to the interest of the CITY. The personnel assigned by the CONTRACTOR to perform the services of this Agreement shall comply with the Technical Specifications outlined in RFP 2019-30. The CONTRACTOR shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the CONTRACTOR'S key personnel must receive the CITY'S Administrative Agent's written approval before said changes or substitution can become effective

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2019-30
Recyclable Materials Processing and Marketing Services

- B. CONTRACTOR specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of CONTRACTOR or the CITY. Time is of the essence in the performance of this Agreement.

14. TERMINATION

- A. Termination for Cause. In the event there should occur any material breach or material default in the performance of any covenant or obligation of CONTRACTOR which has not been remedied within thirty (30) calendar days after receipt of written notice from the CITY specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) calendar days, provided that the CONTRACTOR has undertaken the cure within such thirty (30) calendar days, and proceeds diligently thereafter to cure in an expeditious manner), the CITY may, if such breach or default is continuing, terminate this Agreement for cause upon ten (10) days written notice to the CONTRACTOR.
- B. If terminated for cause, the CONTRACTOR shall be liable for and shall pay to CITY all damages, costs, and charges incurred by the CITY in completing the work for the remainder of the of this Agreement.
- C. Upon receipt of Notice of Termination, CONTRACTOR shall promptly discontinue all affected work unless the Notice of Termination directs otherwise, deliver or otherwise make available to CITY all data, drawings, specifications, reports, estimates, summaries, such other information as may have been required under the terms of Agreement whether completed or in process.
- D. The following events shall, without limitation, constitute a material breach or a material default by CONTRACTOR for purposes of this Section:
1. Abandonment. If CONTRACTOR abandons operation of the Materials Recycling Facility for a period of seven (7) calendar days unless caused by event of Force Majeure. As used herein, the term "abandon" shall refer to voluntary cessation of the operation of the Jackson Road Transfer Station and a withdrawal of all operating and maintenance personnel.
 2. Processing. The failure of CONTRACTOR to process the CITY'S Recyclables for a period of seven (7) consecutive days at any time after the start of this Agreement. Processing shall include processing at the designated Materials Recycling Facility or any other Materials Recycling Facility utilized due to extenuating circumstances. The use of a Materials Recycling Facility, other than as designated herein, shall first be approved for use by the CITY'S Administrative Agent.
 4. Hazardous Waste. If the CONTRACTOR'S hazardous substance contingency plan, as required by Section 3.7.1 of Exhibit A, shall fail to comply with all federal and state regulations regarding the handling of Hazardous Waste.
 5. Nonpayment. The failure of CONTRACTOR to pay amounts owed to the CITY under the terms of this Agreement within thirty (30) calendar days after such amounts become finally due and payable, unless the CONTRACTOR has requested an extension and the extension has been granted.

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2019-30
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6. Bankruptcy. If CONTRACTOR shall be generally not paying its debts when they become due; shall have filed, or consented by answer or otherwise to the following against it of a petition for relief or reorganization and bankruptcy or insolvency law of any jurisdiction; shall make an assignment for the benefit of its creditors in lieu of taking advantage of any such bankruptcy or insolvency law; shall consent to the appointment of custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; shall be adjudicated insolvent or shall take corporate action for the purpose of any of the foregoing.
 7. Third Party Obligations. The default by CONTRACTOR with respect to any obligation to any third party pertaining to the CONTRACTOR, which may permit any third party, either immediately or following notice and/or the passage of time to accelerate the maturity of any obligation of the CONTRACTOR, to assume control of the CONTRACTOR or take possession of or to transfer or cause to be transferred to any third party any portion of the assets of the CONTRACTOR, but only if such default materially interferes with or prevents CONTRACTOR'S performance under the terms of this Agreement.
 8. If the CONTRACTOR shall fail to diligently perform its work in accordance with the requirements of this Agreement.
- E. Termination With or Without Cause. The performance of work under this Agreement may be terminated with or without cause by the City Manager in whole or in part or whenever the City Manager determines that termination is in the CITY'S best interest. Any such termination shall be effected by the delivery to the CONTRACTOR of a written notice of termination at least sixty (60) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the CONTRACTOR shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and sub-contracts; and settle all outstanding liabilities and claims. CONTRACTOR will be paid only for such work performed and materials supplied up to the termination. Under no circumstances shall the CITY make any payment to CONTRACTOR for services that have not been performed or that are performed subsequent to the termination date. However, under no circumstances shall such termination of this Agreement be effective prior to December 31, 2018.
- F. CONTRACTOR'S Termination for Cause. In the event there should occur any material breach or default in obligations of the CITY, which has not been remedied within thirty (30) calendar days after receipt of written notice thereof from the CONTRACTOR specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) calendar days, provided that the CITY has undertaken the cure within such thirty (30) calendar days, and proceeds diligently thereafter to cure in an expeditious manner), the CONTRACTOR may, if such breach or default is continuing, terminate this Agreement upon written notice to the CITY.
- G. If the CITY fails to cure its breach or default as specified in the Section, the CONTRACTOR may terminate this Agreement upon ten (10) days written notice.

15. INDEPENDENT CONTRACTOR

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2019-30
Recyclable Materials Processing and Marketing Services

CONTRACTOR is and shall be, in the performance of all work services and activities under this Agreement, an independent CONTRACTOR and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to CONTRACTOR'S sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent CONTRACTOR and not as employees or agents of the CITY. CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Agreement. CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

16. ENTIRE AGREEMENT

This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter.

17. AMENDMENT

No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any increase in the compensation for the services, the City Commission for the CITY and the duly authorized representative for CONTRACTOR shall agree in writing to this change. For all other changes the City Manager or designee and CONTRACTOR'S representative may agree to amendments that do not increase compensation to CONTRACTOR.

18. ASSIGNMENT

CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due to CONTRACTOR from the CITY under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the CITY. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the CITY.

19. WAIVER

The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

20. GOVERNING LAW, VENUE, AND SEVERABILITY

The rights, obligations and remedies of the parties under this Agreement shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party

21. AUTHORITY

The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2019-30
Recyclable Materials Processing and Marketing Services

22. NO HIRE

CONTRACTOR shall not hire any CITY employee associated with this project throughout the duration of the Agreement and for a period of one (1) year after completion.

23. NOTICES

Any notice, demand, communication, or request required or permitted hereunder shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

As to CITY: Solid Waste Manager
 City of North Port Public Works Department
 1100 N. Chamberlain Blvd.
 North Port, Florida 34286
 Tel: (941) 240-8074

With copies
of Notices to: City Attorney's Office
 4970 City Hall Boulevard
 North Port, Florida 34286
 Tel: (941) 429-7260

As to CONTRACTOR: _____

Notices shall be effective when received at the addresses specified above. Changes in the respective addresses which such notice is to be directed may be made from time to time by either party by written notice to the other party. Nothing in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and City

24. PARAGRAPH HEADINGS

Paragraph headings are for the convenience of the parties and for the reference purposes only and shall be given no legal effect.

25. ATTORNEYS' FEES

In any proceedings between the parties arising out of or related to this Agreement, the prevailing party shall be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).

26. SCRUTINIZED COMPANIES

A. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the CITY, every person or entity shall certify on a form provided by the CITY, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2019-30
Recyclable Materials Processing and Marketing Services

- B. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the CITY, every person or entity shall certify on a form provided by the CITY, that all of the following are true:
1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel; and
 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes, Section 215.473; and
 3. It is not engaged in business operations in Cuba or Syria.
- C. PENALTY:
1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Agreement terms and the CITY may terminate the Agreement
 2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
 3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the CITY for three (3) years after the date the CITY determined that a false certification has been submitted.

IN WITNESS WHEREOF, the parties have executed the agreement as of the date first above written.

CITY OF NORTH PORT, FLORIDA

ATTEST:

Kathryn Peto, Interim City Clerk

By: _____
Peter D. Lear, CPA, CGMA, CITY MANAGER

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Amber L. Slayton, City Attorney

CONTRACTOR

By: _____

Date: _____

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2019-30
Recyclable Materials Processing and Marketing Services

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, who is personally known to me or who produced _____ as identification.

Notary Public



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4870 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



December 26, 2018

ADDENDUM 1

TO: PROSPECTIVE BIDDERS

RE: RFP NO. 2019-30 RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES

DUE DATE January 23, 2019

City Hall, Room 302 (Proposals need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM.)

Proposers are hereby notified that this addendum shall be made part of the above-named RFP and contract documents. The following changes to the above RFP are issued to modify, and/or clarify the RFP and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

ITEM #1: QUESTIONS/ANSWERS

Q1: Whether companies from Outside USA can apply for this? (like, from India or Canada)

A1: Yes, companies from outside the United States can submit a proposal for this RFP. Be advised your company may want to check with Florida's Division of Corporations, <https://dos.myflorida.com/sunbiz/>, to see if you need to register with the State of Florida.

Q2: Whether we need to come over there for meetings?

A2: No

Q3: Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)

A3: Yes. Keep in mind that transportation costs will be added to the vendor's processing cost to calculate the total system costs in the Price evaluation. There should also be sufficient information to clearly describe plans to provide Recyclables Processing and Marketing Services to the City.

Q4: Can we submit the proposals via email?

A4: No, Proposals may be mailed or hand delivered to Purchasing Division, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286, NO LATER THAN 2:00 PM ON January 23, 2019. PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE OPENED AND REJECTED.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Keith Raney
Keith Raney, CPPB, CPPO
Contract Administrator II

Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173

E-mail: kraney@cityofnorthport.com

Receipt of Addendum No. 1 shall be noted within the Proposal Form in the appropriate section.
End of Addendum No.1



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4870 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



January 7, 2019

ADDENDUM 2

TO: PROSPECTIVE BIDDERS

RE: RFP NO. 2019-30 RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES

DUE DATE January 23, 2019

City Hall, Room 302 (Proposals need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM.)

Proposers are hereby notified that this addendum shall be made part of the above-named RFP and contract documents. The following changes to the above RFP are issued to modify, and/or clarify the RFP and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

ITEM #1: QUESTIONS/ANSWERS

Q1: Transportation- will the City have a separate contract for transportation?

A1: Yes, after the processing contract is finalized, the City will pursue a separate contract for transportation.

Q2: What is the time of the evaluation meeting?

A2: February 7, 2019 at 9:00 AM

Q3: All walk in floors?

A3: Transfer trailers will have walking floors.

Q4: Termination without cause clause is very one sided, the processor does not the ability to terminating at any time. Can the City look at changing this clause?

A4: The City's ability to termination with or without cause is general language put in City contracts. The notice time needed prior to termination can be negotiated with the vendor.

Q5: The City has a Non Exclusive Clause, can this be revised?

A5: The City will guarantee all recyclable material collected through the automated residential curbside recycling program will be delivered to the processor. The *quantity* of recyclables to be delivered by the City is not guaranteed, but the City anticipates collecting approximately 7,500 tons of recyclables in fiscal year 2019 (October 2018-September 2019). Historical tonnages are as follows:

HISTORICAL TONNAGES	FY2016	FY2017	FY2018
Commingle Material	2,733	3,014	3,586
Paper Products	3,078	3,227	3,331

Q6: What is the process to clean up contaminants?

A6: The City's automated residential curbside recycling collection trucks will deliver material to the City's Recycling Center where staff will manually remove noticeable contaminants. The recyclable material will then be loaded into transfer trailers and delivered to the processor.

Q7: The no rejection of a load, the City has not presented a process on how this will work.

A7: The processor will have a stated contamination threshold and contamination handling fee (rejects). If a City load is assessed as being above the contamination threshold, the processor would work with the City and could impose the contamination handling fee on the load.

Q8: Are the percentages given in the RFP current?

A8: The composition values of the dual-stream collection are based on a past Recyclables Composition Study performed by Sarasota County. These values will be utilized until the City's Recycling Center is operational and a new Recycling Composition Study is conducted. The composition values will then change according to the new study values. The City will coordinate with the processor on the Recycling Composition Study.

Q9: What is the \$93.86 ton fee for rejects, what's this for?

A9: This was for illustrative purposes only to show how the monthly recyclable material value is calculated. The Vendor will submit their proposed contamination handling fee (rejects) on the Price Schedule Form.

Q10: The \$5.48 per ton for transfer, what's that?

A10: This is what will be multiplied by the roundtrip miles (from City's Recycling Center at 5455 Pan American Boulevard to the processor) then divided by 17 (estimated number of tons recyclables in a transfer trailer). The resulting number will be the transportation cost per ton that will be added to the Vendor's Total System Cost.

Q11: You have the ability to pull the contract at any time are you going to revise the language to change those clauses?

A11: See Q4 above.

Q12: Has there been any discussion about removing glass as a recyclable?

A12: The City has considered removing glass from the residential curbside recycling program and is keeping track of industry changes, but at this time glass is still an accepted recyclable material. Since the City collects material using a dual-stream system, glass does not contaminate the fiber materials.

Q13: Do you have the current AMB for comingle, especially glass?

A13: No. The AMB reflected in the RFP is for illustrative purposes only. The AMB used by the processor will be calculated monthly from the Southeast USA regional average commodity prices.

Q14: Are the addendums being sent to the vendors directly or being posted on DemandStar?

A14: All addendums are posted on DemandStar.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Keith Raney

Keith Raney, CPPB, CPPO
Contract Administrator II
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173

E-mail: kraney@cityofnorthport.com

Receipt of Addendum No. 2 shall be noted within the Proposal Form in the appropriate section.
End of Addendum No.2



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4870 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



January 14, 2019

ADDENDUM 3

TO: PROSPECTIVE BIDDERS

RE: RFP NO. 2019-30 RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES

DUE DATE January 23, 2019

City Hall, Room 302 (Proposals need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM.)

Proposers are hereby notified that this addendum shall be made part of the above-named RFP and contract documents. The following changes to the above RFP are issued to modify, and/or clarify the RFP and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

ITEM #1: QUESTIONS/ANSWERS

Q1: Page 5 in Part 1 – General Conditions under 3 the bid states “the City may also award the project in parts with multiple contracts if it is determined to be in the best interest of the City.” Will the City accept a bid for commingled material only?

A1: Yes, the City will accept a proposal for commingled material that has been anticipated, but not guaranteed, collected in the automated residential recycling program (October 2018-September 2019).

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Keith Raney
Keith Raney, CPPB, CPPO
Contract Administrator II
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173
E-mail: kraney@cityofnorthport.com

Receipt of Addendum No. 3 shall be noted within the Proposal Form in the appropriate section.
End of Addendum No.3



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4870 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



January 16, 2019

ADDENDUM 4

TO: PROSPECTIVE BIDDERS

RE: RFP NO. 2019-30 RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES

DUE DATE January 23, 2019

City Hall, Room 302 (Proposals need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM.)

Proposers are hereby notified that this addendum shall be made part of the above-named RFP and contract documents. The following changes to the above RFP are issued to modify, and/or clarify the RFP and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

ITEM #1: QUESTIONS/ANSWERS

Q1: The final contract needs to include the following: "City shall deliver to the Facility (or Contractor's recycling center) all of the Acceptable Material City receives or collects from each of its residential, commercial, industrial and institutional recycling customers within the City of North Port ("City"). "Acceptable Material" means the materials identified in Exhibit . City will make reasonable efforts to eliminate the scavenging of Acceptable Material prior to delivery of such material to the Facility. "Unacceptable Material" means the materials listed under the heading "Unacceptable Material" in Exhibit . Contractor will receive, process, and market all Acceptable Material delivered to the Facility by the City ("Services")." [Note: We will want to identify Acceptable vs. Unacceptable in our bid submission so the City is aware what we can/cannot accept. Currently, there is a list on page 18 and 19 of 64. Is this correct? Are we accepting glass? If not, you'll want to take exception there.] I've attached a sample Exhibit A from our updated processing agreement which you could use as a template if that helps.

A1: The contract will be negotiated with the selected vendor and at that time, specific language concerns can be discussed.

As stated in Addendum #2, the City will guarantee all recyclable material collected through the automated residential curbside recycling program will be delivered to the processor. The *quantity* of recyclables to be delivered by the City is not guaranteed, but the City anticipates collecting approximately 7,500 tons of recyclables in fiscal year 2019 (October 2018-September 2019).

Once the City collects the material curbside, it is in our possession until delivered to the processor.

The list of acceptable material is listed on pages 18 and 19 of the RFP. Any vendor wanting to take exception to this list should clearly state so in their submittal.

Q2: Additional Recyclable Materials. Page 20 of 64: Note that the City reserves the right to designate or remove Recyclable Materials “if the contractor parties agree it is technically feasible.” It’s good that mutual consent is required but it’s the City alone who has the ability to initiate such a change. We typically also ask for language allowing Contractor to initiate and/or remove a recyclable if market conditions require it.

A2: Again, the contract will be negotiated with the selected vendor and at that time, specific language concerns can be discussed. Substantive exceptions to the RFP need to be detailed in the vendor’s submittal.

Q3: Definitions. The final agreement should include a definition for Residue (or use Rejects as the City has but clearly define): “Residue” means contaminated, unmarketable, and/or Unacceptable Material.

A3: Again, the contract will be negotiated with the selected vendor and at that time, specific language concerns can be discussed. Substantive exceptions to the RFP need to be detailed in the vendor’s submittal.

Q4: Insurance. Please include comments from Linda Thomas, or designee, on the insurance requirements in the bid documents.

A4: ???? This is not a question or a consideration.

Q5: Title to Waste. The following language should be included in a final agreement: “City represents and warrants to Contractor that it has the legal right to deliver all materials it delivers to Contractor and for Contractor to take title thereto. Title to Acceptable Material delivered by the City shall pass to Contractor upon acceptance at the Facility. Title to and liability for Unacceptable Material shall never pass to Contractor.”

A5: Again, the contract will be negotiated with the selected vendor and at that time, specific language concerns can be discussed. Substantive exceptions to the RFP need to be detailed in the vendor’s submittal.

Q6: Indemnification.

a. Page 11 of 64, #23: This language is broader than our standard. We ask that indemnity be limited to the extent we are at fault. The second sentence should be modified by removing “of any nature or kind whatsoever,” replacing with, “to the extent” and replacing “performance” with “the negligent or willful misconduct”.

We’d also ask to include the following language: “Indemnification for Unacceptable Material. City shall indemnify, hold Contractor harmless, and promptly reimburse Contractor for all damages, losses and expenses, including reasonable attorney’s fees and federal, state or local fines and penalties, resulting from the inclusion of any Unacceptable Material in any load delivered by the City to the Facility, regardless of any allegation that Contractor should have discovered the inclusion of such

Unacceptable Material prior to accepting delivery of such load.”

b. Page 52 of 64, Sample Agreement, Section 4.A: in line with the above, we should ask to add “to the extent” in front of “arising out of”; delete “acts, actions” and replace “omissions” with “willful misconduct”. We should also ask to add the following: “Indemnification for Unacceptable

Material. City shall indemnify, hold Contractor harmless, and promptly reimburse Contractor for all damages, losses and expenses, including reasonable attorney's fees and federal, state or local fines and penalties, resulting from the inclusion of any Unacceptable Material in any load delivered by the City to the Facility, regardless of any allegation that Contractor should have discovered the inclusion of such Unacceptable Material prior to accepting delivery of such load.”

A6: Again, the contract will be negotiated with the selected vendor and at that time, specific language concerns can be discussed. Substantive exceptions to the RFP need to be detailed in the vendor’s submittal.

Q7: Unacceptable Loads. Page 21 of 64, Section 9; Section 9, page 57 of 64, Sample agreement; Section 11.B: This language does not work for us. We must have the ability to reject a load and cannot wait for measures to “reduce the quantity of Rejects.” We also should have the ability to pass along the costs of having to dispose of Residue and/or transport it. We should ask to use the following language: “Right to Inspect; Unacceptable Load or Materials. Contractor shall have the right to inspect all inbound loads from the City after such loads are dumped on the tip floor at the Facility to ensure each load is free of significant trash, wet waste, hazardous waste, medical waste or other Unacceptable Material. An "Unacceptable Load" means any delivery from the City that contains or appears to contain (a) by volume or weight more than [ten percent (10%)] Unacceptable Material; (b) any amount of hazardous, toxic, radioactive or similarly dangerous Unacceptable Material; or (c) any large or unsafe Unacceptable Materials. Contractor will provide notice to the City of its receipt of an Unacceptable Load pursuant to the Unacceptable Load Protocol set forth in Exhibit A. The Unacceptable Load Protocol also sets forth Contractor’s options for managing Unacceptable Loads and/or Unacceptable Materials and the applicable fees.”

A7: As stated in Addendum #2 the processor will have the ability to assess the loads and pass along the costs of having to dispose of rejects: The processor will have a stated contamination threshold and contamination handling fee (rejects). If a City load is assessed as being above the contamination threshold, the processor would work with the City and could impose the contamination handling fee on the load.

Q8: Claims against Contractor. Page 56 of 64, section 7.C: Note that the City will not assist us if a claim is brought against us. Essentially, they are under no obligation to cooperate. We should ask to add, “Except in the case of an indemnification claim under Section 4,” to the front of this sentence.

A8: Again, the contract will be negotiated with the selected vendor and at that time, specific language concerns can be discussed. Substantive exceptions to the RFP need to be detailed in the vendor’s submittal.

Q9: Termination. Page 59 of 64, Sample Agreement: Force Majeure events should be an exception to Section D.2 (like in Section D.1). Further, the City should not have the ability to terminate without cause under section 14.E. We should ask to remove 14.E in its entirety as it gives the City the ability to terminate for any reason if in the City’s best interest. This is vague and overbroad. Termination for default is covered in depth in the rest of this section and should be sufficient.

A9: Again, the contract will be negotiated with the selected vendor and at that time, specific language concerns can be discussed. Substantive exceptions to the RFP need to be detailed in the vendor’s submittal.

Q10: Additional Provisions. The following additional provisions should be added:

- **Changes in Market Conditions.** If market conditions develop that limit or inhibit Contractor from selling some or all of the Acceptable Material, Contractor may at its option and upon notice to the City (i) redefine Acceptable and Unacceptable Materials, (ii) suspend or discontinue any or all Services, or (iii) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to the City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.
- **Force Majeure.** "Force Majeure" means any act, event or condition materially and adversely affecting the ability of a party to perform a party's fundamental purpose for entering into the Agreement or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (a) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (b) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (c) a strike, work slowdown, or similar industrial or labor action; (d) an order or judgment or other act of any federal, state, county or local court, administrative agency or governmental office or body; or (e) adoption or change (including a change in interpretation, enforcement or permit requirement) of any international, federal, state or local law or regulation after the Effective Date of this Agreement. Neither party shall be liable to the other for damages if such party's performance is delayed or prevented due to a Force Majeure event. The affected party shall notify the other party of an event of Force Majeure as soon as commercially practicable. In the event of a delay in either party's performance of its obligations hereunder for more than sixty (60) days due to Force Majeure, either party may, at any time thereafter, terminate this Agreement. In the event a Force Majeure event adversely affects Contractor's costs of operation, including its profit margins, Contractor may increase the processing fee(s) and/or add an additional fee, even if only temporarily, to the extent necessary to offset the increase in such costs.

A10: Again, the contract will be negotiated with the selected vendor and at that time, specific language concerns can be discussed. Substantive exceptions to the RFP need to be detailed in the vendor's submittal.

Q11: Termination for Convenience. Page 8 of 64, #15: The City Manager or their designee shall have the right to terminate with 30 days' notice for any reason.?

A11: As stated in Addendum 2: The City's ability to termination with or without cause is general language put in City contracts. The notice time needed prior to termination can be negotiated with the vendor.

Q12: Rate Adjustments. Here is our standard language:

- a. **Annual Adjustments.** Contractor shall increase the processing fee(s) and Residue hauling and disposal charges on each anniversary of the Effective Date of this Agreement in an amount equal to the greater of (i) four (4) percent or (ii) the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding.

A12: The vendor should clearly state what their rate adjustment requirements are in their proposal.

Q13: Change in Law Adjustments. Contractor may increase the processing fee(s) and Residue hauling and disposal charges from time to time as a result of increases in costs incurred by Contractor due to (i)

changes in local, state, federal or international rules, ordinances or regulations; or (ii) changes in taxes, fees or other governmental charges (other than income or real property taxes). Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost.

A13: The vendor should clearly state what their rate adjustment requirements are in their proposal.

Q14: Pricing. Page 21 of 64, Section 7; page 22 of 64; (Processing +residual – commodity rebate)

A14: ???? We do not have enough information from the question to answer this.

Q15: Audits. Page 56 of 64, Section 6.K: Audits shall not include personnel files or other Contractor confidential information.

A15: Again, the contract will be negotiated with the selected vendor and at that time, specific language concerns can be discussed. Substantive exceptions to the RFP need to be detailed in the vendor's submittal.

Q16: Personnel. Page 58 of 64, Section 13.A: The last sentence should be removed. We can notify them of a change but should not have to obtain their consent before making such a change.

A16: Again, the contract will be negotiated with the selected vendor and at that time, specific language concerns can be discussed. Substantive exceptions to the RFP need to be detailed in the vendor's submittal.

Q17: Assignment. Page 61 of 64, Section 18: You may not assign this agreement without the City's consent. We usually ask for the ability to assign to an affiliate or successor-in-interest.

A17: Again, the contract will be negotiated with the selected vendor and at that time, specific language concerns can be discussed. Substantive exceptions to the RFP need to be detailed in the vendor's submittal.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Keith Raney

Keith Raney, CPPB, CPPO

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Receipt of Addendum No. 4 shall be noted within the Proposal Form in the appropriate section.

End of Addendum No.4