REQUEST FOR PROPOSAL

Sanitation Services
RFP No. 22-18-19

PRE-PROPOSAL CONFERENCE
TUESDAY, MAY 21, 2019 (NON-MANDATORY)

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
TUESDAY, JUNE 4, 2019 BY NO LATER THAN 3:30 PM (LOCAL TIME)

RESPONSE SUBMISSION DATE AND TIME
FRIDAY, JUNE 28, 2019 BY NO LATER THAN 3:30 PM (LOCAL TIME)

AT
CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712 and request Document No. 22-18-19

Contact Person: Phillip Ford
Email: purchasing@northmiamifl.gov Phone: (305) 895-9886
The City of North Miami, Florida, hereinafter referred to as “City”, is hereby soliciting Proposals from qualified and experienced Vendors ("Proposers" or "Respondents") to provide Citywide Sanitation Services to the City of North Miami for all residential and commercial properties.

Please submit one (1) original bound Proposal, six (6) complete copies of the original Proposal and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable section, where shortly after a public opening will take place in City of North Miami Council Chambers at which time accepted Proposals will be opened and read. Proposals received after said date and time will not be considered and no time extensions will be permitted. Address your Proposal to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Proposals:

“IMPORTANT, SOLICITATION ENCLOSED”
Sanitation Services
RFP No. 22-18-19

The City’s tentative schedule for this Solicitation is as follows:

<table>
<thead>
<tr>
<th>Event</th>
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<tbody>
<tr>
<td>Advertisement Date</td>
<td>Monday May 6, 2019</td>
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<tr>
<td>Non-Mandatory Pre-Proposal Conference</td>
<td>Tuesday, May 21, 2019</td>
<td>2:00 PM</td>
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<tr>
<td>Last Date for Receipt of Written Questions</td>
<td>Tuesday, June 4, 2019</td>
<td>3:30 PM</td>
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<tr>
<td>Deadline for Submittals</td>
<td>Friday, June 28, 2019</td>
<td>3:30 PM</td>
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<tr>
<td>City Council Contract Approval Date</td>
<td>To Be Determined</td>
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<tr>
<td>Projected Services Start Date</td>
<td>November 1, 2020</td>
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(The City reserves the right to delay or modify the above dates and will post notice of any changes on the Purchasing Department website and on DemandStar)

Copies of this Solicitation may be obtained by contacting DemandStar via Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 or may be downloaded from the City's Purchasing Department website at [http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx](http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)

**BID BOND AND PERFORMANCE BOND**
A 5% Bid Bond **must** be included as part of the Proposal and a 100% Performance Bond **must** also be submitted to the City following award of this Contract, as further specified herein.

**PRE-BID CONFERENCE**
A pre-bid conference shall be held on May 21, 2019, to discuss the Solicitation process, projected schedules and scope of services required for this Contract. The conference will begin at 2:00 pm in the City of North Miami Council Chambers located at 776 NE 125th Street, 2nd Floor, North Miami, Florida.

**CONES OF SILENCE**
Please be advised that this Solicitation is issued subject to Sections 7-192 and 7-193 of the City’s Code of Ordinances, otherwise referred to as the Cone of Silence Ordinance, prohibiting certain types of communications, as further detailed in the General Conditions section of this Solicitation, while the Cone of Silence is in effect.
We look forward to your active participation in this Solicitation.

Sincerely,

Alberto Destrade
Alberto Destrade, CPPO
Purchasing Director
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Attachment “D” – Current Franchise Agreement

All of our contract forms are fill-in able and can be found on our website at:

http://www.northmiamifl.gov/departments/purchasing/forms.aspx

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SECTION 1.0
INSTRUCTIONS TO PROPOSERS /
GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a) “City” means the City of North Miami.
b) “City Council” means the governing body of the City comprised of the Mayor and City Council members.
c) “City Manager” means the Chief Executive Officer of the City or his designee.
d) “Contract” or “Agreement” means a binding written agreement for the solicited Work and/or Services required by the City, including change orders and amendments, containing terms and obligations governing the relationship between the City and the Contractor.
e) “Contractor” or “Vendor” means the Proposer or Respondent that receives an award of Contract or Agreement from the City as a result of this Solicitation, and upon the parties executing a Contract.
f) “Department” means a department of the City of North Miami, as may be designated herein.
g) “Proposal” means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.
h) “Proposer” or “Respondent.” All Contractors, consultants, organizations, Respondents or other entities submitting a response to this RFP.
i) “Scope of Services” or “Scope of Work” means section 3.0 of this Solicitation, which details the Work to be performed by the Contractor in delivering the Project.
j) “Solicitation” means this Request for Proposal (RFP) document, and all associated addenda and attachments.
k) “Subcontractors” or “Sub-consultant” means any person, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, services, equipment, or materials, in connection with the provision of Services to the City, whether directly or indirectly, on behalf of the Contractor.
l) “Work” or “Services” includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services provided or to be provided by the Vendor in fulfilling its obligations to the City, under a Contract.

North Miami, Florida (pop. 60,000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest City in Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City’s rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and Contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City’s anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The Public Entity Crime Affidavit, (Form “A-1”) attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the Public Entity Crime Affidavit is not submitted as part of the Respondent’s Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its Suppliers, Subcontractors, or consultants who shall perform
Work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

1.6 LOBBYING

All Respondents, their agents and proposed sub consultants or Subcontractors, are hereby placed on notice that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed Sub-consultants or Subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential sub consultants or Subcontractors who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, may temporarily or permanently suspend Contractors from doing business with the City whenever a Contractor materially breaches its Contract with the City. Any Proposal submitted by a Respondent, its proposed Subcontractors or sub consultants who are included on the City’s Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed Subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed Subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any Work or material furnished.

1.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES

Respondents shall contact the Purchasing Department, for all inquiries relating to this Solicitation. All Respondents’ technical inquires shall be in writing either through electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City’s web site (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

1.9 ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.10 ADDENDA

If any Solicitation revisions become necessary the City will post written addenda on the City web’s site at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City’s web site (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be downloaded.
1.11 CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

1.12 PROTEST

Respondents should refer to Section 7-158 of the City Code for provisions to relating to protest of Solicitations and awards.

1.13 CONTRACT

The selected Respondent understands that this Solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City determines to be fair, competitive and reasonable.

1.14 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

1.15 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property. The selected Vendor shall be liable for the payment of all applicable taxes incurred as a result of providing the Library Café Services and responsible for timely payment of all such taxes whether federal, local or state.

1.16 RESPONSE SUBMISSION AND OPENING

All response shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent’s return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk’s Office will not constitute “delivery” as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third party following submission of a Proposal to the City.

1.18 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City Manager during subsequent Contract negotiation.

1.19 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

1.20 REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City Manager reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:
(1) When such rejection is in the interests of the City;
(2) If such Proposal is deemed non-responsive;
(3) If the Respondent is deemed non-responsible; or
(4) If the Proposal contains any materials irregularities. Minor irregularities contained in response will be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21 EVALUATION COMMITTEE

An Evaluation Committee shall be assembled in accordance with the guidelines found in the City’s Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation pursuant to the criteria outlined under Section 4.0 of the Solicitation. The Committee may choose to recommend the highest ranked Respondent for award by the City Council, based solely on their review and evaluation of Proposals, or the Committee may instead choose to interview one or more Respondents before making their final determination.

In the event that the Committee chooses to interview one or more Respondents, the final ranking for each Respondent shall be based on the Committee’s final evaluation following their interview of the selected firms. The Committee’s final results and recommendation for award shall be submitted for review and approval by the City Manager and for subsequent award by the City Council.

1.22 REVIEW OF PROPOSAL FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one which follows the requirements of the RFP, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive.

1.23 CITY MANAGER’S REVIEW

The Purchasing Department shall submit the results and recommendation of the Evaluation Committee to the City Manager for review. Upon receipt, the City Manager may proceed as follows:

a) Approve the Committee’s recommendation and submit to City Council for approval;
b) Reject the Committee’s recommendation and direct the Committee to re-evaluate and make further recommendation; or
c) Reject all Proposals.

1.24 CITY COUNCIL REVIEW

Upon receipt of the City Manager’s recommendation, the City Council may:

a) Approve the City Manager’s recommendation and authorize the contract or contract negotiations;
b) Reject all Proposals; or
c) Reject all Proposals and direct staff to re-issue a new Solicitation.

1.25 CONTRACT AWARD

The City Manager anticipates the award of one Contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to Contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City Manager at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

1.26 PROPOSAL SUBMITTAL/ADDENDUMS

All Proposals submitted shall include the completed Proposal Forms and all required product information and any other items as indicated on the Proposal Form. Proposals will be considered “Non-Responsive” if the required information is not submitted by the date and time specified.

Before submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Agent.

1.27 NON-RESPONSIVE PROPOSALS
Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Proposal for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those Proposals wherein the same Engineer is identified in more than one Proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General’s List of Ineligible Design-Build for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

1.28 CONE OF SILENCE

This Solicitation is issued pursuant to Section 7-192 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council members, City staff and Evaluation Committee members following issuance of the Solicitation (see Attachment “A”).

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by providing written notice to the affected City departments, the City Clerk’s Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to communication at a Pre-Proposal conference, presentations before Selection Committees, negotiation meetings, presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council member unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the City Clerk.

1.29 RESPONDENT’S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This RFP shall require that the Respondent submits with its Proposal a listing of all first-tier Subcontractors or sub consultants who will perform any part of the Contract Work and all Suppliers who will supply materials for the Contract Work direct to the selected Respondent. Failure to comply with this requirement shall render the Proposal non-responsive.

In addition, the selected Respondent shall not change or substitute Subcontractors or Suppliers from those listed in the Proposal except upon written approval of the City Manager (See “Form A-6”).

1.30 BID BONDS AND PERFORMANCE BONDS

Bonds shall be submitted with the Bid in the amount of five percent (5%) of the total bid amount. Upon award of the Bid, the successful Bidder(s) may be required to furnish to the City, a Performance Bond and Payment Bond for 100% of the total Bid submitted, executed by a surety company authorized to do business in the State of Florida and shall comply with Florida Statute 287.0935 to be in the form of a Cashier’s Check, made payable to the City of North Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the Contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would merely have to give written notice to the bank with a copy to the successful Contractor.

1.31 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Proposal; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 895-9866 or you may download the application (revised 7/09) from our website at www.northmiamifl.gov.
responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any Agreement obtained as a result of this RFP.

1.32 EXCEPTION TO THE SOLICITATION

Respondents may take exceptions to any of the terms of this Solicitation unless it specifically states where exceptions may not be taken. If a Respondent takes exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. After completing evaluations, the City may accept or reject the exceptions. When exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this Solicitation. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent has accepted all terms and conditions contained in this Solicitation.

1.33 PROPRIETARY/CONFIDENTIAL INFORMATION

Respondents are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection after opening of Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the “Public Records Law.”

1.34 LOCAL VENDOR PREFERENCE

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any of the following objective criteria (see Form A-3).

A local business shall be defined as a business that satisfies two (2) of the following requirements:

a) A business located in the City with a current City business tax receipt issued prior to the City’s issuance of the solicitation for supplies or services; or

b) Has at least ten (10) percent of its total workforce residing in the City prior to the City’s issuance of the solicitation for supplies or services; or

c) Subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price to those Respondents who qualify for this preference.

The Respondent seeking local business reference has the burden to show that it qualifies for the preference, by submitting supporting documentation, to the satisfaction of the City. Failure to do so may result in being considered ineligible for local business preference.

1.35 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.36 MODIFICATIONS OF PROPOSAL

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

1.37 TRUTH IN NEGOTIATION STATEMENT

The Contractor must provide at the time for Contract execution a written statement stating that “wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting”.

1.38 REVIEW OF SOLICITATIONS

The City will not allow any request for documents or reviews of submittals until thirty days after Proposals are received or after an award is announced. After said time, Respondents may request documents or make an appointment to review submittals and presentations.
1.39 LATE SUBMISSIONS

The City Manager will not accept Proposals received after opening time and encourages early submittal.

1.40 SOLICITATION OPENING

This Solicitation will not be based solely on price. Therefore, the Price Proposals will NOT be read aloud. However, properly received Proposals will be announced at the Proposal Opening. Proposal will be read in the City of North Miami Council Chambers located on the 2nd floor of City Hall 776 NE 125th Street North Miami, FL 33161. A list of Respondents shall be placed on the City’s website.

1.41 ATTORNEYS’ FEES

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.42 CONFLICTS OF INTEREST

The City’s Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with Contractors or Respondents providing professional services on Work assigned to the Contractor, except as fully disclosed and approved by the City Manager. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.43 CONTRACTOR OBLIGATIONS

The Contractor warrants that any and all Work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all Work, materials, services or equipment necessitated by the Inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

1.44 COMMUNITY BENEFITS PLAN

Each Proposal must include a detailed “Community Benefits Plan” which outlines, in accordance with Section 7-151 of the City’s Code of Ordinances, the Respondent's proposal to incorporate local workforce initiatives as part of their Proposal. The City reserves the right to accept and/or request modifications to the proposed Plan in accordance with the City’s best interest.

The awarded Respondent shall be monitored by the City to ensure compliance with the proposed local workforce training and hiring efforts agreed to by the City. Failure to comply with the agreed to Community Benefits Plan shall result in breach of contract and may lead to termination of contract by the City.

END OF SECTION
SECTION 2.0
BACKGROUND AND SPECIAL CONDITIONS

2.1 PURPOSE
The purpose of this Solicitation is to solicit Proposals from qualified and experienced firms to enter into a Franchise Agreement between the City of North Miami (hereinafter “City”) and the selected Proposer to provide Residential Solid Waste, Recycling and Waste Yard Collection and Commercial Solid Waste Collection (hereinafter “Sanitation Services”) for residential and commercial properties within City boundaries.

The City’s intent and the requirements of the RFP are to provide its citizens and commercial businesses with the appropriate level of service, at the best price and with the highest quality. The Scope of Services contained within this RFP document are designed to establish Sanitation Services that provide for the following intended purposes:

1. Establish and maintain a continuous and uniform level of collection services in order to assure protection of the health, safety and welfare of the community.

2. Provide Collection services in a coordinated manner, through a detailed routing system that will maintain or improve current Residential and Commercial Collection services, while minimizing impact to service rates.

The successful Proposer (hereinafter “Contractor” or “Private Waste Collector”) shall take such steps necessary to have available suitable means, labor and equipment necessary to collect and to dispose of Residential Solid Waste, Recyclables and Yard Waste and Commercial Solid Waste and Recyclables and any other substance and material removed from the City pursuant to the Franchise Agreement and in conformance with all applicable City Ordinances, Federal and State of Florida statutes and State of Florida Department Rules and Regulations.

The Private Waste Collector shall furnish all necessary equipment and labor to collect Residential Solid Waste, Recyclables and Yard Waste and Commercial Solid Waste and Recyclables within the boundaries of the City.

2.2 BACKGROUND
The City is a suburban city located in northeast Miami-Dade County, Florida. As of 2010, the City’s population recorded by the U.S. Census Bureau was 58,786. Additionally, in 2010, the Census Bureau recorded 22,110 households, with 12.8% being vacant.

Residential Solid Waste, Yard Waste and Recycling Collection is mandatory in accordance with Chapter 9 of the City Code of Ordinances, entitled “Garbage and Trash” as amended and attached hereto as Attachment “B”.

The City has approximately 12,700 homes or units that receive Residential Sanitation Services.
All commercial establishments are required to have waste service for the collection and disposal of all garbage, bulk trash, construction and demolition debris, and solid waste generated within the City.

Additionally, all commercial establishments shall use the services of the Contractor selected by the City as a result of this RFP.

2.3 TERM OF CONTRACT
The initial term of the Contract shall be for seven (7) years commencing on the date stipulated upon the issuance of a Notice to Proceed, which will specify the date on which the Contractor shall commence Sanitation Services. The City, at its sole discretion, reserves the right to extend this Contract for up to one hundred-eighty (180) days beyond the current Contract period to ensure continuity of services.

2.4 OPTION TO RENEW WITH RATE AND FUEL ADJUSTMENTS
The City Manager or a duly authorized designee reserves the sole option to renew this Contract for three (3) additional one (1) year periods. Each renewal of this Contract is contingent upon approval by the City Manager or his authorized designee and continued satisfactory performance by the Private Waste Collector in accordance with the Terms and Conditions and Scope of Work stated herein.

The City shall notify the Private Waste Collector of its intent to renew the contract no later than six (6) months prior to the end of the current contract term provided the Contract has not been previously terminated.

Rates shall be adjusted in accordance with Section 3.22.

2.5 METHOD OF AWARD
See Section 4 for method of evaluation and award.

2.6 LOCAL BUSINESS PREFERENCE:
In accordance with the City of North Miami Code of Ordinances Sec. 7-151, regarding preference to local businesses, a preference of ten percent (10%) of the total evaluation points or ten percent (10%) of the total bid price shall be given to a local business. Respondents must submit Forms A-3 and A-3(a) (if applicable) with their submittal to receive local preference. Failure to submit required documentation may render the Respondent ineligible for local preference.

2.7 MINIMUM REQUIREMENTS
To be considered for award of this Solicitation, the Respondent must demonstrate that the firm has legal authority, sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as “NON-RESPONSIVE”. Those qualifications are as follows:

2.7.1 City of North Miami Business Tax Receipt
Respondent must have a current City of North Miami Business Tax Receipt for Private Waste Collectors as of the proposal due date.
2.7.2 Licensing Requirements
Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz.org report with your company registered in active status.

2.7.3 Years of Experience and References
Proposer must have successfully provided residential and/or commercial sanitation service, including solid waste, recyclable material, yard trash and bulk waste, to at least two (2) government agencies within the last five (5) years, preferably within the State of Florida. Please provide references for at least two (2) government agencies for which the Respondent has provided Sanitation Services to the one requested by this Solicitation within the last five (5) years.

NOTE: Please be advised that it is the sole responsibility of each Bidder to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the Sanitation Services information submitted or if the contact information is incorrect, the Bidder may be deemed NON-RESPONSIVE.

2.7.4 Performance Bond
Each Proposer must provide an irrevocable letter of commitment from a State of Florida licensed bonding company to provide a Performance Bond that will satisfy the requirements reflected in Section 2.10 of this Solicitation.

2.7.5 Bid Bond
In accordance with the City’s Code of Ordinance, Article III – Procurement Code, Section 7-176, a Bid Bond is required for competitive sealed proposals when the price is estimated to exceed one hundred thousand dollars ($100,000.00). The amount of the guarantee shall be five percent (5%) of the total proposal amount.

WHEN THE SOLICITATION REQUIRES A BID BOND, NONCOMPLIANCE REQUIRES THAT THE BID OR PROPOSAL BE REJECTED.

2.8 INSURANCE AND INDEMNIFICATION
Respondents must submit with their responses, proof of insurance meeting the follow coverage or a letter of intent to provide the following requirements if awarded the Franchise Agreement:

CONTRACTOR shall, at its sole cost and expense, maintain in force and effect at all times while this Agreement continues in effect the following insurance:

2.8.1 Commercial Liability Insurance
Commercial General Liability insurance against claims for personal and advertising injury, bodily injury, death or property damage occurring upon, in or about the Property, with such insurance

i. To be written on the "occurrence" form with a general limit of not less than $2,000,000 per occurrence and not less than $3,000,000 in the aggregate;

ii. To continue at not less than the aforesaid limit until required to be changed by CITY in writing by reason of changed economic conditions making such protection inadequate; and

iii. To cover at least the following hazards:
1. premises and operations;
2. products and completed operations;
3. independent contractors;
4. contractual liability; and
5. contractual liability covering the indemnities contained in the Agreement to the extent such indemnity is covered by the required Commercial General Liability insurance;

2.8.2 **Workers’ Compensation**
Workers’ Compensation, subject to the statutory limits of the State of Florida, and employer’s liability insurance with a minimum limit of $1,000,000 in respect of any work or operations Property, or in connection with the Agreement;

2.8.3 **Pollution Liability**
Pollution Liability insurance in an amount not less than $5,000,000 per occurrence and $5,000,000 in the aggregate with a deductible of not more than $25,000;

2.8.4 **Automobile Liability**
Automobile liability insurance against claims for bodily injury, death or property damage occurring in connection with vehicles owned, hired, leased or non-owned and used in connection with this Agreement with a combined single limit of One Million Dollars ($1,000,000.) for each occurrence for personal injury, death and property damage; and

2.8.5 **Excess Liability**
Excess liability insurance in an amount not less than $5,000,000 per occurrence and $5,000,000 in the aggregate on terms consistent with the commercial general liability and commercial automobile liability insurance required above.

All insurance provided for shall be obtained under valid and enforceable policies (collectively, the "Policies" or in the singular, the "Policy"), and shall be subject to the reasonable approval of CITY as to amounts and deductibles not specified above, insurance companies, loss payees and insureds. The Policies shall be issued by financially sound and responsible insurance companies authorized to do business in the State of Florida and having a claims paying ability rating of "A" or better by at least two rating agencies, one of which must be AM Best or S&P or such other ratings approved by CITY. With the exception of workers' compensation/employer’s liability, the Policies described in this Attachment shall designate CITY and its successors and assigns as an additional insured and/or loss payee as deemed appropriate by CITY. Proof of such insurance and certified copies of certificates of insurance evidencing coverage of all Policies to CITY must be provided to the CITY prior to the provision of any Services by the CONTRACTOR. CONTRACTOR shall deliver certified copies of certificates of insurance for all renewal Policies to CITY prior to expiration.
Any blanket insurance Policy shall provide the same protection as would a separate Policy insuring only the Property in compliance with the provisions.

All Policies provided for or contemplated by shall name CONTRACTOR as the insured and CITY as the additional insured or loss payee, as its interests may appear, and in the case of property damage.

To the extent available on a commercially reasonable basis, all Policies provided for in this Attachment shall contain clauses or endorsements to the effect that:

- No act or negligence of CONTRACTOR or anyone acting for CONTRACTOR, or failure to comply with the provisions of any Policy, which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as CITY is concerned;
- The Policies shall not be canceled or non-renewed without at least thirty (30) days' prior written notice to CITY;
- City shall not be liable for any insurance premiums thereon or subject to any assessments thereunder.

In the event that adequate coverage cannot be secured with an approved company satisfactory to the CITY and maintained during the terms of the mortgage, the CITY shall have the right to hold the CONTRACTOR in material breach of the Agreement and thereby be entitled to its rights and remedies therein.

2.9 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK ON TIME
Refer to Section 3.31

2.10 BID BOND AND PERFORMANCE BONDS
All proposals must include a bid bond of 5% of the total proposed amount of the contract submitted by the Respondent and must be accompanied by a fully executed “Form A-9”. In addition, the awarded Respondent shall also be required to provide the City with a performance bond for 100% of the total awarded annual amount of the Contract to be accompanied by a fully executed “Form A-10”.

The bid and performance bonds must be executed by a surety company authorized to do business in the State of Florida and that complies with the requirements of Florida Statutes 287.0935. In lieu of submitting a bid and performance bond, the Respondent may submit money orders, certified checks, cashier’s checks or irrevocable letters of credit, made payable to the City of North Miami, in the appropriate dollar amount of the bid and performance bonds. If an irrevocable letter of credit is used, it must be issued by a bank located in Miami-Dade County for the requisite dollar amount and should clearly state that it cannot be revoked until express written approval has been given by the City.
draw on same, the City would simply have to give written notice to the bank with a copy to the awarded Bidder.

Failure to submit the requisite bid bond as required above, as part of the Respondent’s proposal, shall render said proposal to be non-responsive and shall be rejected. Likewise, the awarded Respondent’s failure to provide the City with the requisite performance bond as required above, within ten (10) work days from award of this Solicitation, shall authorize the City the right to rescind the award and to proceed in the manner deemed to be in the best interest of the City.

2.11  **FAILURE TO PERFORM**

If in the opinion of the City Manager’s representative, the Contractor refuses to execute contractual obligations as outlined in the Contract, produces an unsatisfactory performance, or neglects or refuses to address the deficit to provide a suitable resolution that meets the City Manager’s expectations, then City Manager’s representative may notify the Contractor that the City Manager will terminate the contract.

If at any time the City Manager’s representative shall be of the opinion that service delivery is unnecessarily delayed and will not be completed within the prescribed time, then City Manager’s representative may notify the Contractor to discontinue all Work under Contract. The Contractor shall immediately respect said notice and cease said Work and shall forfeit the Contract.

The City Manager may thereupon look to the next lowest and responsive and responsible Respondent to complete the Work or re-advertise for Proposals and let a contract for the uncompleted Work in the same manner as was followed in the letting of this solicitation and charge any costs greater than the established prices as a result of this solicitation, to the original Awarded Respondent under Contract.

Before any such termination for cause, the City will provide written notice to the Contractor, provide the Contractor an opportunity to respond and a reasonable opportunity to cure the default issues.

The following actions are some examples of material breaches which could lead to contract termination for cause:

2.11.1 If the Contractor fails to fulfill any material obligation, term, or condition as described in the Scope of Work.

2.11.2 The Contractor’s provides products or services that do not meet reasonable quality standards;

2.11.3 The City reasonably believes that the Contractor will not or cannot perform to the requirements or expectations of the Contract, the City issues a request for assurance, and the Contractor fails to respond;

2.11.4 The Contractor fails to fulfill any of the material terms and conditions of the Contract; and/or

2.11.5 Excessive missed collections;
2.12 **FORCE MAJEURE**
Neither the City nor the Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by a Force Majeure event, give written notice to the other party describing the Force Majeure preventing continued performance of the obligations of this Agreement.

2.13 **FEDERAL AND STATE REGULATIONS**
The Contractor shall comply with all applicable federal, state and local rules and regulations regarding the provision of Services.

2.14 **ACCEPTANCE OF SERVICES BY THE CITY MANAGER**
The Services to be provided shall be in full compliance with the specifications and requirements set forth in the Contract Documents.

2.15 **LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR**
Unless otherwise provided in this Solicitation, the Contractor shall furnish the labor, materials, and coordination of services for satisfactory Contract performance.

2.16 **COUNCIL MEETING**
The Successful Contractor must be available to attend City Council meetings when required. Contractor must be prepared to answer any questions and/or provide oral presentation (using presentation board, PowerPoint’s or handouts) if requested by Council and/or authorized City representatives.

2.17 **CONTACT INFORMATION**
For any additional information concerning procedures for responding to this Solicitation, contact the Purchasing Department, at (305) 895-9886 or via email at purchasing@northmiamifl.gov. Such Contact is to be for clarification purposes only. Any questions or requests for clarifications pertaining to the specifications or Scope of Work of this Request for Proposals must be submitted in writing by email. The Solicitation number and Solicitation title must be included on all correspondence. All responses to questions or clarifications will be addressed by written addendum to the Solicitation. No questions will be received verbally or after said deadline.

2.18 **ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS**
The City Manager reserves the right to reject any and all Proposals, and to waive minor irregularities in the procedure.
2.19 **CONDITIONS OF PROPOSALS**

2.19.1 Late Proposals – Proposals received by the City Clerk after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.

2.19.2 Completeness – All information required by this RFP must be supplied to constitute an acceptable Proposal.

2.19.3 Public Opening – All Proposals will be publicly opened at the time and place specified.

2.19.4 Award – The Selection Committee will make recommendations based upon the most responsive and responsible Respondent(s) whose qualifications conforms to the RFP and is most advantageous to the City. Successful qualified Contractor shall be notified in writing of award.

2.19.5 Contract - A Contract (the “Franchise Agreement”) will be awarded in accordance with City Council approval, and Florida Statues, by the City Council. The City Manager reserves the right to execute or not execute, as applicable, a contract with the Contractor that is determined to be in the City's best interests.

2.20 **INTERPRETATIONS**

All Respondents shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the Proposal Due Date; failure to do so on the part of the Respondent, shall constitute an acceptance of any subsequent decision.

2.21 **EXAMINATION OF THE SERVICE AREA**

By submitting a proposal to do the work required under this RFP and Franchise Agreement, the Respondent certifies that (a) it has completed a careful inspection of the Service Area, and (b) the Respondent is fully informed concerning: (i) the requirements of this RFP; (ii) the conditions to be encountered when performing the work; (iii) the quality and quantity of the service to be performed; (iv) the materials and equipment required to perform the work; and (v) all relevant factors concerning the City’s RFP and the work to be performed. The successful Respondent will not be entitled to additional compensation if the Respondent subsequently discovers that the conditions require personnel, methods, or equipment other than those anticipated by the Respondent when submittal it proposal. Submission of a proposal will serve as prima facie evidence that the Respondent has examined the RFP, Franchise Agreement and the Service Area and is fully aware of all conditions affecting the provision of the Contractor’s services.

2.22 **EMERGENCY UTILITIES ASSISTANCE PROGRAM**

In 2018, the City established the Emergency Utilities Assistance Program (Program), a not-for-profit organization under Section 501 (c) (3) of the Internal Revenue Code. The purpose of the Program is to provide eligible City of North Miami residents with emergency assistance with past due utility payments as a result of financial difficulties of the family. The formation of the Organization makes it possible to solicit and accept financial contributions from the general public, public or private institutions and governmental agencies.
It is the desire of the City to request a minimum annual contribution of Five Thousand Dollars ($5,000) from the Successful Proposer to assist those families in need. Proposers are required to submit their annual donations on the Price Proposal Form. Further, the City requests donations be made no later than three (3) months after the Franchise Agreement start date. Amount donated will be evaluated as part of the Community Benefits Plan criterion.

2.23 CITY OF NORTH MIAMI – CONTRACT COMPLIANCE MANAGER
No later than June 30, 2021, and each year thereafter during the Term of the Franchise Agreement, including renewal options, Contractor shall provide the City with $120,000.00 annually to fund the Contract Compliance Manager position. The Contract Compliance Manager shall be selected and employed by the City in the City’s sole discretion. Any percentage adjustments granted in the Collection Rates as set forth in Section 3.22, shall be applicable to the payment for the Contract Compliance Manager’s position.

2.24 CITY’S CLEAN TEAM TASKFORCE
The Clean Team is utilized as an emergency response team that is part of the City's Clean Team Taskforce initiative to address emergency sanitation issues and to also proactively remove trash and litter from all City facilities and public right-of-ways. No later than June 30, 2021, and each year thereafter during the Term of the Franchise Agreement, including renewal options, Contractor shall fund the Clean Team Taskforce each City fiscal year. The City’s fiscal year is October 1st through September 30th. The Clean Team Taskforce fiscal year budgets are as follows:

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<thead>
<tr>
<th>FISCAL YEAR</th>
<th>DATES</th>
<th>BUDGET</th>
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<tr>
<td>FY21/22</td>
<td>October 1, 2021 through September 30, 2022</td>
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<tr>
<td>FY22/23</td>
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<tr>
<td>FY23/24</td>
<td>October 1, 2023 through September 30, 2024</td>
<td>$265,278.00</td>
</tr>
</tbody>
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2.25 EXECUTION OF FRANCHISE AGREEMENT
The execution of a Contract is required to be executed between the City and Contractor following the selection and approval of Contractor by the Mayor and City Council, at a duly noticed public meeting.

2.26 FRANCHISE AGREEMENT
The terms, conditions, and provision in the RFP shall be included and incorporated into the Franchise Agreement. The order of precedence shall be the Franchise Agreement, RFP, and general law. Any and all legal action necessary to enforce the Franchise Agreement will be interpreted according to the laws of Florida. The venue of any legal action related to the Franchise Agreement shall be in a state court of competent jurisdiction in Miami-Dade County, Florida.

END OF SECTION
SECTION 3.0
SCOPE OF SERVICES /
TECHNICAL SPECIFICATIONS

3.1 **Scope of Work**
   
a) **Residential Collection Services.**

The Private Waste Collector shall provide Residential Services as defined herein. Under the proposed service plan, the Private Waste Collector shall provide the twice-weekly collection under its Residential Service. The Private Waste Collector will not be required to collect items left outside of the garbage and recycling bins.

The City uses Roll-out Containers and an automated collection service for Residential Curbside Service. Residential include all residence of four or less living units or such other multi-family units as may be prescribed by the City. The specific brand of Roll-out Container will be left to the discretion of the Proposer; however, the City is requiring that the container be approved by the City in accordance with specifications contained in this Solicitation, and has the City logo affixed. The Contractor will be responsible for the purchase, inventory and distribution of any new or replacement Roll-out Containers. Upon termination of the Contract, all Roll-out Containers in the possession of the Residential Service Unit shall remain the property of the City.

Collection will not be made on Christmas Day, New Year’s Day or any other nationally recognized holiday that the Disposal Facility is closed, unless specifically requested by the City. Collections that would normally occur on these holidays shall be rescheduled on the next regularly scheduled collection day. Recycling collections shall be rescheduled to coincide with the next regularly scheduled recycling collection day. Timely notification to City and residents of such rescheduling shall be the responsibility of the Contractor.

Additional Collections of special household items shall be made through a Special Materials Station that will be set up on a periodic basis, at locations designated by the City.

b) **Residential Bulk Waste Collection Service**

The City is requesting proposals for the Bulk Waste Collection Service wherein the collection frequency will remain unchanged for weekly collections, or fifty-two (52) times per year.

The volume for Residential Bulk Waste Collection Service shall be in accordance with the City code, as amended. Construction Debris is prohibited in accordance with City Code. Landscaping Debris from general maintenance is permitted for bulk pickup, however, when a property owners hires a landscaping contractor to perform tree trimming services, the landscaping contractor is required to dispose of the waste.

Multi-family units are required to schedule all bulk trash pickups with the Contractor at a separate rate.
c) **Recycling Services**
   The Contractor shall provide Recycling Services to all City residents at no cost to the City or resident as part of their Proposal. The Contractor shall be the exclusive collector of all Recyclable Materials, which are segregated by residents from normal household discards and placed in the appropriate container at the curbside on public streets or at some other specifically defined location. The services to be performed by Contractor shall consist of collection of all recyclable materials, transportation, and recovery at the Designated Recovery Facility. The Contractor shall perform such services as are required to provide a complete recyclable materials program. Collections shall be made as follows:

1) All Single Family homes (collectively “units”) or any unit not receiving containerized residential refuse service.

2) Containers located on the premises of Multi-family buildings which have five (5) units or more. Per City Code, Multi-family buildings with five (5) units or more, are required to have a dumpster or dumpsters, depending on the numbers of units/ frequency of pickups. However, per Section 9-15 (c) of the Code, the City Manager or designee can waive the requirement for dumpsters.

**d) Commercial Services**
   Commercial Service levels, including Roll-off Collection Service, shall be made available to all commercial establishments within the City at the rates proposed.

**e) All services performed by the Contractor shall be expanded to include all newly constructed homes and commercial facilities upon notification by City.**

**f) At such time as the Contractor or City desires to expand the scope of services, or add additional materials to the Recyclable Materials collected, the City shall submit to the Contractor an expansion proposal (“Expansion Proposal”) and the Contractor receiving such proposal shall evaluate and consider the same in good faith. If Contractor and the City fail to reach an Agreement with respect to the terms and conditions for expansion of the services within sixty (60) days of submission of the Expansion Proposal, the Contractor will continue to perform all services as provided by this Agreement for the remaining term thereof. The areas and number of units (homes) serviced shall not be reduced during the term hereof unless said unit (homes) no longer receives any services or the area in question is no longer within the boundaries of the City.**

**3.2 ADDITIONAL DEFINITIONS**
   For purposes of the Sanitation Services Contract, the definitions contained in this Section shall apply unless otherwise specifically stated herein. In the event of a conflict between the definitions contained herein and the definitions found under chapter 9 of the City’s Code of Ordinances, the Code of Ordinances shall apply. The word “shall” is always mandatory and not merely discretionary.
a) The term **Acceptable Waste** shall mean all Residential Waste, Commercial Solid Waste, and Construction and Demolition Debris, which may be disposed of at Designated Disposal Facilities.

b) The term **Administrative Fees** shall mean fees paid by Contractor to City for the purpose of covering the City’s administrative costs associated with the City performing the monitoring, billing and collection of payment for all Services subject to this franchise agreement.

c) The term **Automated Collection Service** shall mean the Collection of Garbage and Rubbish in a Garbage Cart using automated or semi-automated equipment.

d) The term **Bags** shall mean non-dissolvable plastic trash bags, with a capacity of thirty-nine (39) gallons or less.

e) The term **Bio-Hazardous** or **Bio-Medical Waste** shall mean any waste, which may cause disease or reasonably be suspected of harboring pathogenic organisms. Included are waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes that may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing and surgical gloves.

f) The term **Bulk Trash** shall mean refuse accumulations of paper, wooden or paper boxes or containers, furniture, appliances, major tree cutbacks, Christmas trees or other vegetative matter and any other discarded large item that cannot be placed in an approved garbage container for disposal. Bulk trash shall not include industrial or hazardous waste, automotive parts, building, construction or demolition materials.

g) The term **Bulk Waste** shall mean Bulk Trash and Bulk Yard Trash. Bulk Waste must be generated by the customer and at the Residential Service Unit wherein the Bulk Waste is collected. Bulk Waste does not include items herein defined as Contractor-generated Waste, or Exempt Waste.

h) The term **Bulk Yard Trash** shall mean all types of palm fronds and Yard Trash exceeding six feet (6') in its longest dimension, exceeding twelve inches (12") in diameter and weighing forty pounds (40 lbs.) or more. Bulk Yard Trash must be a part of normal yard maintenance and be generated by the customer at the Residential Service Unit wherein the Bulk Yard Trash is collected. Bulk Yard Trash does not include items herein defined as Contractor-generated Waste, or Exempt Waste.

i) The term **Change in Law** shall mean the adoption, promulgation, or modification of any Applicable Law after the Effective Date, which directly and substantially affects the Contractor’s or City’s cost or ability to perform under this Agreement. A Change in Law does not include a change in any tax law or workers’ compensation law.
j) The term “Collection” shall mean the process in which Residential Waste, Commercial Solid Waste, Construction and Demolition Debris, or Recyclable Materials are removed and transported to the Designated Disposal and/or Recycling Facility as appropriate.

k) The term “Collection Plan” means the Contractor’s written plan for providing Sanitation Services in accordance with the requirements of this Agreement.

l) The term “Collection Service” shall mean Residential and Commercial Services.

m) The term “Commercial Establishment” shall mean all retail, professional, wholesale, institutional, industrial facilities and any other commercial enterprises, including Hotels and Motels and licensed recreational vehicle parks, offering goods or services to the public located in the Service Area.

n) The term “Commercial Services” shall mean Commercial Solid Waste Collection Service and Roll-Off Collection Service performed in the Service Area.

o) The term “Commercial Service Unit” shall mean any Commercial Establishment in the Service Area.

p) The term “Commercial Solid Waste” shall mean any Garbage or Rubbish that is usual to the normal operations of a Commercial Service Unit. The customer at the Commercial Service Unit wherein the Commercial Solid Waste is collected and does not include items defined herein as Yard Trash, Bulk Waste, Contractor-Generated Waste or Exempt Waste must generate commercial Solid Waste.

q) The term “Commercial Solid Waste Collection Service” shall mean the Collection of Commercial Solid Waste from Commercial Service Units in the Service Area that utilize Containers, Compactors, or Garbage Cans for the set-out and Collection of Commercial Solid Waste.

r) The term “Compactor” shall mean any Container, regardless of size, which has a compaction mechanism, whether stationary or mobile. All such equipment must be clearly marked to prohibit their use for the disposal of Hazardous Waste, Bio-Hazardous, biological or Bio-Medical Waste or Sludge.

s) The term “Construction and Demolition Debris” as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean discarded materials generally considered to be not water-soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other, vegetative
matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. State Statute defines Construction and Demolition Debris as Special Waste that is further defined as Solid Waste.


u) The term “Container” shall mean any metal container, with a capacity of one cubic yard up to and including ten cubic yards, designed or intended to be mechanically dumped into a loader-packer type garbage truck, including Compactors. All such Containers must be clearly marked in a manner so with the size of the Container and in a manner so as to prohibit their use for the disposal of Hazardous Waste, Bio- Hazardous, Biological or Biomedical Waste or Sludge.

v) The term “Contractor” shall mean the person or entity that has entered into an agreement to provide the services described herein for the Service Area.

w) The term “Contractor-Generated Waste” shall mean Bulk Trash or Bulk Yard Trash generated by builders, building contractors, privately employed tree trimmers and tree surgeons, landscape services and lawn or yard maintenance services and nurseries.

x) The term “County” shall mean Miami-Dade County, Florida.

y) The term “Disposal Charges” shall mean the prevailing per-ton rate charged at the Disposal Facility for the acceptance and disposal of Residential Waste, Commercial Solid Waste and other waste materials.

z) The term “Designated Disposal Facility” shall mean the facility in the Interlocal Agreement dated September 25, 2008 between Metropolitan Dade County and Contract Cities for City Use of the County Solid Waste Management System the City as amended and as affected by that certain Grant Agreement between Miami-Dade County and the City, and amended by that certain First Amended Grant Agreement dated September 16, 1999 and Second Amended Grant Agreement dated March 26, 2004 relative to the City’s Munisport Landfill Site (collectively, the “Grant Agreement”. The City reserves the right to designate an alternative Designated Disposal Facility. The Contractor shall be responsible for all Disposal Charges owed to the Designated Disposal Facility from Contractor Collection Service.

aa) The term “Designated Recycling Facility” shall mean the Materials Recovery Facility designated by the City. The City reserves the right to designate an alternative designated Materials Recovery Facility from time to time.
bb) The term “**Dwelling Unit**” shall mean any individual living unit in a single family dwelling, multi-family dwelling or mixed-used dwelling within a structure or building intended for, or capable of being utilized for, residential living, other than those structures or building units included within the definition of Commercial Service Unit.

c) The term “**Excessive Missed Collection**” shall mean missed collections that result in liquidated damages being assessed more than three times within a 12 month period.

d) The term “**Exempt Waste**” shall mean Bio-Hazardous or Bio- Medical Waste, Hazardous Waste, Sludge, automobile parts, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil and tires, those wastes under the control of the Nuclear Regulatory Commission and those other materials whose size, weight, or both are in excess of that allowed for Bulk Waste as defined herein.

e) The term “**Franchise Fee**” shall mean the twenty (20) percent fee paid to the City monthly, of Private Waste Collector’s total gross receipts. Pursuant to Chapter 9 of the City Code of Ordinances… A private waste collector, granted a business tax receipt or nonexclusive franchise permit, pursuant to article IV, shall file with the city on forms provided by the city, a monthly report beginning thirty (30) days from issuance of a business tax receipt or nonexclusive franchise permit, under oath, stating the names and addresses, and contact information of all accounts serviced by the private waste collector, together with the gross receipts from each account, and shall pay to the city monthly, simultaneously with the filing of such report, the nonexclusive franchise fee, in a sum equal to twenty (20) percent of licensee's total gross receipts as reflected on each monthly report.

f) The term “**Garbage**” shall mean all putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities.

g) The term “**Garbage Can**” shall mean any commonly available light gauge steel, plastic or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, and without any jagged or sharp edges, furnished with a closely fitted top or lid and handle. A Garbage Can shall be of a capacity of not less than thirty-two (32) gallons, and not greater than fifty (50) gallons and, including waste materials, such Garbage Can shall not exceed fifty (50) pounds in weight.

h) The term “**Gross Receipts**” shall mean the gross charges imposed/billed/assessed each account, before assessing the Franchise Fee, regardless of whether the Private Waste Collector receives payment.

ii) The term “**Hazardous Waste**” as defined in Chapter 403, Florida
Statutes, as may be amended from time to time, shall mean solid waste, or a combination of solid wastes which, because of its quantity, concentration, or physical, chemical, or infections characteristics, may cause, or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

jj) The term “Hotel” or “Motel” shall mean a structure or building capable of being utilized for residential living where such unit or a group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven days or less. To meet this definition, the Hotel or Motel must be licensed to operate as such. “Transient” has the meaning as defined in Chapter 509, Florida Statutes, or its successor law.

kk) The term “Materials Recycling Facility (MRF)” shall mean any facility, designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclable Materials for sale and that meets the requirements of Section 403.7046 Florida Statute. Beginning with the initial recycling service provided for under the Contract and until such time as the City may designate an alternative Recovered Materials Processing Facility, the designated Recovered Materials Processing Facility shall be the Miami-Dade County Recovered Processing Facilities are located at 6990 NW 97 Avenue and the North Dade Landfill is at 21500 NW 47th Avenue.

ll) The term “Missed Collection” shall mean any occasion when the Contractor fails to provide Collection Service to a Customer on a Scheduled Collection Day in accordance with the provisions of this Agreement.

mm) The term “Multi-Family Service Unit” shall mean any combination of four (4) or more Dwelling Units in the Service Area utilizing a common Container or Containers for the accumulation and set-out of Residential Solid Waste.

nn) The term “Neighborhood Recycling Station” shall mean those locations designated by the City for the Collection of recyclable Materials, where the contractor shall maintain sufficient Recycling Containers for residents to deposit Recyclable Materials. The City shall designate the number and type of containers.

oo) The term “Non-Collection Notice” shall mean a form used by the Contractor to notify customers of the reason for non-collection of materials set out by the customer for Collection by the Contractor pursuant to the Agreement, developed by the Contractor and approved by the City.

pp) The term “Ordinance” shall mean those parts of the Code of the City of North Miami governing solid waste Collection, Disposal and
Recycling activities within the City.

qq) The term “Pull” or “Pull Container” shall mean any non-Compactor storage and Collection equipment or device with a capacity of more than eight (8) cubic yards, which is normally loaded onto a motor vehicle and transported to a disposal facility for dumping. Any references to “pull” as a container shall mean “Pull Container”.

rr) The term “Rate Structure” shall mean the rates approved by the City.

ss) The term “Recovered Materials” shall mean metal, paper, glass, plastic, cardboard, textile, or rubber materials that have known Recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use or reuse as raw materials destined whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered materials as described in this subsection are not solid waste.

tt) The term “Recyclable Materials” shall mean those materials, which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste. Recyclable Materials to be collected include: newsprint; old corrugated cardboard; incidental craft paper; clear, green, brown and any other glass containers; steel, bimetal and aluminum containers; #1 PETE, PVC #3, and #2 HDPE plastic containers; plastic coated and aseptic containers. The materials may be re-defined by the City from time to time, at the sole discretion of the City.

uu) The term “Recycling” shall mean any process by which materials which would otherwise have been Residential or Commercial Solid Waste, are Collected, separated, or processed and reused or returned to use in the form of raw materials or products.

vv) The term “Recycling Services” shall mean the Collection of Recyclable Materials, by the Contractor, from those Residential Service Units in the Service Area and the delivery of those Recyclable Materials to a Materials Recycling Facility.

ww) The term “Recycling Bin” shall mean a rigid rectangular receptacle made of plastic or other suitable substance of no less than fourteen (14) gallons, provided and distributed by the Contractor, to those Residential Service Units in the Service Area.

xx) The term “Recycling Cart” shall mean a Container that is made with heavy-duty plastic or other impervious material, hot-stamped or stenciled with the City logo, mounted on two wheels, equipped with a tight fitting hinged lid, not less than thirty (30) gallons nor more than one hundred (100) gallons in rated capacity, and designed or intended to be used for automated or semi-automated Collection Service recycling.

yy) The term “Residential Service” shall mean Residential Curbside


aaa) The term “Residential Containerized Recycling Collection Service” shall mean the Collection of Recyclable Materials from Residential Containerized Service Units.

bbb) The term “Residential Containerized Bulk Waste Collection Service” shall mean Bulk Waste Collection from Residential Containerized Service Units.


ddd) The term “Residential Containerized Service Unit” shall mean any residential service Unit utilizing Container(s) or Compactor(s) for the accumulation and set-out of Residential Solid Waste.

eee) The term “Residential Containerized Solid Waste Collection Service” shall mean the Collection of Residential Solid Waste from Residential Containerized Service Units located within the Service Area and the delivery of that Residential Solid Waste to the Designated Disposal Facility.

fff) The term “Residential Curbside Bulk Waste Collection Service” shall mean Bulk Waste and Yard Trash Collection from residential Curbside Service Units.

ggg) The term “Residential Curbside Collection Service” shall mean Bulk Waste and Yard trash Collection from Residential Curbside Units.

hhh) The term “Residential Curbside Recycling Collection Service” shall mean the Collection of Recyclable Materials from Residential Curbside Service Units, and Multi-Family Service Units not receiving containerized services, utilizing Recycling Bins, Recycling Cards, or Recycling Containers.

iii) The term “Residential Curbside Service Unit” shall mean any Residential Service Unit, or Multi-Family Service Unit not receiving containerized services, utilizing a Roll Cart Bags, or bundles for the accumulation and set-out of residential Solid Waste.

jjj) The term “Residential Curbside Solid Waste Collection Service” shall mean the Collection of residential Solid Waste from Residential Curbside Service Units, and Multi-Family Service Units not receiving containerized services, in the Service Area and the delivery of that Residential Solid
Waste to the Disposal Facility.

kkk) The term “**Residential Services**” shall mean Residential Curbside Collection Service and Residential Containerized Collection Service.

lll) The term “**Residential Service Unit**” shall mean Residential Curbside Service Units and Residential Containerized Service Units in the Service Area.

mmm) The term “**Residential Solid Waste**” shall mean Garbage, Yard Trash, and Rubbish resulting from the normal household activities of a Residential Service Unit. Residential Solid Waste must be generated by the customer and at the Residential Service Unit wherein the Residential Solid Waste is Collected and does not include items defined herein as contractor-generated Waste or Exempt Waste.

nnn) The term “**Residential Waste**” shall mean Residential Solid Waste and Bulk Waste resulting from the normal household activities of a Residential Service Unit. Residential Waste must be generated by the customer and at the Residential Service Unit wherein the Residential Waste is collected and does not include items defined herein as Contractor-generated Waste or Exempt Waste.

ooo) The term “**Roll-Off Collection Service**” shall mean the Collection and disposal of Roll-Off Containers and Roll-Off Compactors containing materials, including but not limited to Contractor-Generated Waste and Construction and Demolition Debris, which are not herein defined as Residential Waste or Commercial Solid Waste, but are considered exclusive to the Contractor under the terms and conditions of the Agreement. All such Roll-Off Containers must be clearly marked to prohibit their use for the disposal of Hazardous Waste, Bio-Hazardous, Biological or Bio- Medical Waste or Sludge.

ppp) The term “**Roll-Off Compactor**” shall mean any Compactor with a capacity of more than eight (8) cubic yards, which is normally loaded onto a motor vehicle and transported to a disposal facility for dumping.

qqq) The term “**Roll-Off Containers**” shall mean any non-Compactor storage and Collection equipment or device with a capacity of more than eight (8) cubic yards, which is normally loaded onto a motor vehicle and transported to a disposal facility for dumping.

rrr) The term “**Roll-out Container**” or “**Roll Cart**” shall mean a Container that is made with heavy-duty hard plastic or other impervious material, hot-stamped or stenciled with the City logo, mounted on two wheels, equipped with a tight fitting hinged lid, not less than thirty (30) gallons nor more than one hundred (100) gallons in rated capacity, and designed or intended to be used for automated or semi-automated Collection Service for Garbage and Rubbish.

sss) The term “**Rubbish**” shall mean all refuse, accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweep-ups and
all other accumulations of a nature other than Garbage and Yard Trash, resulting from the normal activities of a Residential or Commercial Service Unit wherein the Rubbish is Collected. Rubbish does not include items herein defined as Contractor-generated Waste or Exempt Waste.

The term “Scheduled Collection Day” shall mean any day in which Collection activities take place; residential Collection takes place Monday through Saturday, and commercial Collection takes place Monday through Sunday.

The term “Service Area” shall mean the municipal limits of the City of North Miami, Florida.

The term “Sludge” shall mean the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other such waste having similar characteristics or effects.

The term “Solid Waste” as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean Sludge unregulated under the federal Clean Water Act or Clean Air Act; sludge from a waste treatment works, water supply treatment plant, or air pollution control facility or Garbage, Rubbish, refuse, Special Waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recyclable Materials are not Solid Waste. Solid Waste shall include Residential Solid Waste Residential Waste, and Commercial Solid Waste as defined in this section.

The term “Special Items” shall mean land clearing debris or Contractor-generated Waste not disposed of through the utilization of Roll-Off Collection Services, or any other unusual material for which the Contractor may Collect a separate collection and disposal fee. In the event that the customer and the Contractor are unable to agree upon the classification of Special Items, the City shall make such determination.

The term “Special Material Station” shall mean those locations designated by the City for the Collection of special household items including, but not limited to: paint containers, aerosol cans, pesticides, chemicals, batteries lead-acid batteries, (including automotive,) fluorescent light bulbs, automotive tires, used oil, etc. The Contractor shall set up an attended Collection station for this purpose on a schedule as requested by the City. These stations shall be set up on a temporary basis, with the hours and duration to be specified by the City. The frequency and number thereof shall be designated by the City.

The term “Special Waste” as defined in Chapter 403, Florida Statutes,
as may be amended from time to time, shall mean Solid Waste that can require special handling and management, including but limited to shite goods, waste tires, used oil, lead-acid batteries, Construction and Demolition Debris, ash residue, Yard Trash and biological wastes.

aaaa) The term “Transition Period” shall mean the period of time between the Effective Date and the Commencement Date.

bbbb) The term “Transition Plan” shall mean the plan describing in detail the activities that will be undertaken, and the schedules that will be followed by the Contractor to ensure the Contractor successfully provides Collection Services in accordance with this Agreement.

cccc) The term “Yard Trash” shall mean any vegetative matter resulting from normal yard and landscaping maintenance that is not more twelve inches (12") in diameter and six feet (6") in length. Yard Trash must be generated by the customer and at the Residential Service Unit wherein the Yard Trash is collected. Yard Trash does not include items herein defined as Contractor-generated Waste, or Exempt Waste.

dddd) The term “White Goods” shall mean discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White Goods must be generated by the customer and at the Residential Service Unit wherein the White Goods are collected.

eeee) The term “Work Day” shall mean any day, Monday through Friday, excluding City holidays.

3.3 LICENSING
The Contractor shall be licensed and certified by all appropriate State and Local agencies. The Contractor shall procure at its own expense, all necessary licenses and permits. The Contractor shall conform to all applicable laws, regulations, or ordinances of the State, County, and the City.

3.4 EXCLUSIVE RESIDENTIAL, RESIDENTIAL RECYCLING, AND COMMERCIAL SERVICES FRANCHISE GRANTED
The Contractor shall be granted an exclusive franchise to provide Residential Services, Residential Recycling, and Commercial Services within the Service Area. No other services shall be exclusive to the Contractor.

3.5 RESPONSIBILITY FOR RESIDENTIAL AND COMMERCIAL SERVICES BILLING
3.5.1 The City shall be responsible for the billing and collecting payments from single family residents and multi-family units 4 or less, and paying the Contractor in arrears for the Residential and Recycling Services provided pursuant to the Payment Schedule.

3.5.2 The Contractor shall be responsible for the billing of payments for Commercial Services and Multi-family Services Units of 5 or more and paying
the twenty (20) percent Franchise Fee to the City monthly.

3.6 TRANSITION
By participating in this Solicitation, each Respondent acknowledges and agrees to comply with the City’s scheduled start time to commence the Sanitation Services on November 1, 2020. Further, the City has planned this solicitation to provide the successful Contractor with sufficient time to, among other things, order equipment and prepare necessary routing changes.

The Contractor shall provide a plan for the seamless transition of services from the current Service Provider. This plan, at a minimum should include all of the tasks identified in Exhibit “2” The dates and times proposed by the Contractor should be based on number of business days after execution of the Franchise Agreement.

3.7 ROUTES AND SCHEDULES
Within one (1) month after award and no later than December 15th annually thereafter during the term of the Contract, the Contractor shall provide the City the schedules for all Collection Service routes and keep such information current at all times. The Contractor shall submit a proposed route and schedule to be approved by the City prior to providing services under the Contract. Contractor shall abide by the routes and schedules provided with the proposal documents. The City reserves the right to deny the Contractor’s vehicles access to certain streets, alleys and public ways, inside the City or outside the City in route to the disposal facilities, where it is in the best interest of the general public to do so due to conditions of streets or bridges. The Contractor shall not interrupt the regular schedule and quality of service because of such street closures.

Within one (1) month after award and no later than December 15th annually thereafter during the term of the Contract, the Contractor shall annually supply all customers with printed information, which at a minimum, shall include a one quarter page display advertisement in a newspaper publication within the City, regarding amounts and types of waste to be collected, complaint procedures, rates, telephone number, mailing address, office hours and days of collection. All such notices shall comply with legal advertisement requirements as provided by state law. All changes in the collection schedules, procedures or rules shall be approved by the City. In the event of a permanent change in routes or schedules that will alter the day of collection, the Contractor shall notify the affected customer(s) in writing or other manner as approved by the City, not less than two (2) weeks prior to the change. Any temporary alteration of collection schedules resulting from circumstances beyond the control of the Contractor, including but not limited to holidays shall be communicated to the affected customers. Such notice, at a minimum, shall be by advertisement in a newspaper of local circulation. Customers under the Contract shall be notified by the Contractor of the schedules approved by the City. Individual route starting times and succession of pickup shall remain constant so as to promote and achieve regularity of service. Any and all route and/or schedule changes shall be approved by the City prior to implementation of the new schedule or route. Written notices of changes in schedules shall be furnished to the customers by the Contractor, at least ten (10) days prior to the actual change in routes or schedules.
NOTE: The Contractor’s attention is directed to the fact that at various times during the year, the quantity of refuse to be disposed of is materially increased by fluctuations in the amount of garden and yard trash. This additional workload will not be considered as adequate justification for failure of the Contractor to maintain the required collection schedules and routes.

3.8 EDUCATION SERVICES.
The Contractor shall provide the following public education services:

a) Annual Solid Waste Notice.
Each year during the term of the Contact, the Contractor shall publish and distribute a notice to the Residential Service Units regarding the Collection Service programs. The notice shall contain a minimum, definitions of the materials to be collected, procedures for setting out the materials and maps of the Service Area indicating the days when Collection Services will be provided. The notice shall be given by the Contractor within one month from award during the first year of the Contract, and no later than December 1st of each Contract Year thereafter.

b) Collection Program Magnet
Each year during the term of the Contract, the Contractor shall produce and distribute a magnet to the Residential Service Units, which describes the day and date of the month on which Bulk Waste Collection Service will be provided. The design of the magnet shall be approved by the City prior to production. The magnet shall be distributed by the Contractor within one month from award during the first year of the Contract, and no later than December 1st of each Contract Year thereafter.

c) Public Awareness Program
The Contractor agrees to cooperate in complying with requests of up to forty (40) hours per year from the City to supply a recycling truck and driver at public outreach events, provided that notice of at least five (5) Work Days is given. It is understood and agreed that there shall be no charge to the City by the Contractor for compliance with any requests to provide a demonstration Collection truck and driver in response to the City’s request. In the event that the City’s notice for the Contractor’s cooperation under this Section is less than five (5) Work Days, the Contractor, at its sole discretion, may agree to provide the requested demonstration truck and driver.

3.9 HOURS OF COLLECTION
Residential Services shall be made with a minimum of noise and disturbance commencing no earlier than 7:00 am and terminating no later than 6:00 pm, Monday through Saturday, with no service on Sunday. The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the City.
3.10 **MANNER OF COLLECTION**
The Contractor shall provide Residential Service with as little disturbance as possible and shall leave any Garbage Can, Roll-out Container, or Recycling Bin in an upright position at the same point it was collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

3.11 **SPILLAGE**
The Contractor shall not be responsible for cleaning up sanitary conditions around Roll-out Containers or Recycling Bins caused by the carelessness of the customer; however, the Contractor shall clean up any Residential Solid Waste or Recyclable Material spilled from a Roll-out Container or Recycling Bin by the Contractor or its employees. During transport, all Residential Waste and Recyclable Materials shall be contained, covered or enclosed so that leaking, spilling and blowing of the Residential Waste, or Recyclable Materials is prevented. The Contractor shall be responsible for the immediate cleanup of any spillage caused by the Contractor or its employees.

3.12 **MATERIALS RECYCLING FACILITY**
All Recyclable Materials Collected as a result of performing Residential Roll-out Collection Services shall be delivered to the Materials Recycling Facility (MRF). In the event the MRF is closed on a Work Day the Contractor shall transport and dispose of the Recyclable Materials at such other legally permitted MRF as designated by the City in writing.

3.13 **SERVICE UNIT CHANGES**
The City shall notify the Contractor in writing of changes in Residential Roll-out Service Units. The Contractor shall provide Residential Roll-out Collection Service to each newly established Residential Roll-out Service Unit on the next regularly scheduled Collection day after the Contractor receives the notice from the City. The Contractor shall immediately cease providing Residential Roll-out Collection Services to a Residential Roll-out Service Unit upon receipt of written notice from the City to stop such services.

3.14 **OWNERSHIP OF MATERIALS**
Title to Waste Collected by the Contractor during the provision of Collection Services shall remain with the City until such waste is properly delivered to the disposal facility or landfill. Title to Recyclable Materials Collected by the Contractor during the provision of Collection Service shall also remain with the City until such Recyclable Materials are properly delivered to the Materials Recovery Facility.

3.15 **ROLL-OUT CONTAINERS AND BINS**
The Contractor shall maintain sufficient Roll-out Containers and Recycling Bins to ensure that extra or replacement Roll-out Containers or Recycling Bins can be provided to customers in accordance with the terms and conditions of the Contract.

3.16 **RESIDENTIAL SERVICES**
This service will be governed by the following terms and conditions:

a) **Conditions of Service**
The Contractor shall provide Residential Service to all Residential Service Units in the Service Area whose Residential Solid Waste, is properly containerized and where it has been placed within three feet (3') of the curb, swale, paved surface of the public roadway, closest placed roadway, or other such location agreed to by the Contractor and customer that will provide safe and efficient accessibility to the Contractor's collection crew and vehicle. In certain instances, properly containerized Residential Solid Waste may be placed in driveway turnout areas to avoid placing it in the traveled roadway. In the event an appropriate location cannot be agreed upon between the customer and the Contractor, the City shall mediate the dispute and designate the location for Collection. The Contractor shall report monthly to the City all situations that prevent or hinder Collection on any premises.

b) Frequency of Service
Residential Collection Service shall be provided two (2) times per week with not less than forty-eight (48) hours nor more than seventy-two (72) hours between the first and second regularly scheduled Collection days of any given week, with the exception of holiday as set forth herein.

c) Distribution
Should the City elect to exercise the option for Roll-out Container services, the City shall provide the Contractor with a listing of the Residential Service Units that are to receive Roll-out Containers and the number of the Roll-out Container requested by each Residential Service Unit, within one month of award. The Contractor shall begin distribution of the Roll-out Containers within thirty days of the award and complete the distribution within fifteen (15) calendar days. Roll-out Containers shall meet the specifications provided by the Contractor and approved by the City. The Contractor shall distribute fully assembled and functional Roll-out Containers to new Service Units that are added to Contractor's Service Area during the term of the Contract. The number of the Roll-out Containers to be distributed will be in accordance with the information to be provided by the City to the Contractor and the distribution shall be completed within five (5) Work Days of receipt of the information from the City.

d) Replacement of Roll-out Containers
The Contractor's employees shall take care to prevent damage to Roll-out Containers by unnecessary rough treatment. However, any Roll-out Container damaged by the Contractor shall be replaced by the Contractor, at the Contractor's expense, within five (5) Work Days at no cost or inconvenience to the customer. Upon notification to the Contractor by the City or a customer that the Residential Service Unit's Roll-out Garbage Can has been stolen or that it has been damaged beyond repair through no fault of the Contractor, the Contractor shall deliver a replacement Roll-out Garbage Can to such Residential Service Unit within five (5) Work Days. The Contractor shall report all Roll-out Garbage Can replacements to City within five (5) calendar days of the end of each month. Each Residential Service Units shall be entitled to the one time replacement of lost,
destroyed, or stolen Roll-out Garbage Can within any three (3) year period with the term of the Contract, including any optional periods, at no cost to the Residential Service Unit. Accordingly, the Contractor shall be compensated for the cost of those replacements in excess of the one-time replacement per Residential Service Unit during the life of the Contract, in accordance with the “Roll-out Garbage Can Unit Price” set forth in the Proposal, or as may be adjusted by the City from time to time as provided under the terms of the Contract.

e) **Repair**
Contractor shall be responsible for repair of Roll-out Containers in the areas to include but not be limited to, hinged lids, wheels and axles. Within five (5) Work Days of notification by the City or Residential Service Unit of the need for such repairs, the Contractor shall remove the Roll-out Garbage Can for repairs and deliver a replacement Roll-out Garbage Can to the Residential Service Unit or make the repair at the Residential Service Unit if such repair can be completed with no disruption to the inhabitant of the Residential Service Unit.

f) **Roll-out Garbage Can Ownership**
Ownership of Roll-out Containers shall rest with the Contractor, except that ownership of Roll-out Containers in the possession of a Residential Service Unit at the end of the Contract shall rest with the City.

g) **Accessibility to Street**
In those instances where a public or private street within the Service Area is temporarily closed to vehicular traffic, but is accessible to pedestrian traffic, Contractor shall utilize pedestrian access to provide Residential Services with no disruption of service to the Residential Service Unit.

h) **Holiday and Other Service Exceptions**
In the event a customer’s normal Residential Service Collection day falls on a holiday, the Collection shall occur on the customer’s next regularly scheduled collection day. In that event, Residential Solid Waste set out on the customers next regularly scheduled Residential Service Collection day may exceed the limit set forth above. In the event a Residential Service Unit has Residential Solid Waste in excess of that which will fit into the Roll-out Containers normally utilized by the Residential Service Unit, such excess Residential Solid Waste shall be collected by the Contractor, if the excess Residential Solid Waste is contained in a plastic Bag of not more than fifty (50) gallons, weighs no more than fifty pounds (50 lbs.), and is set at the curb directly beside the Roll-out Garbage Can.

i) **Back-door Collection Service**
Notwithstanding any term or definition set forth in the Contract, Back-door Collection of Residential Solid Waste from a Residential Service Unit shall be required if all adult occupants residing therein are handicapped and if a request for off-street service has been made to,
and approved by the City in the manner requiring off-street service. No additional monies shall be due to the Contractor for the provision of off-street service to handicapped customers. The point of collection for off-street service shall be the back or side yard or such other location as is mutually agreeable to the Contractor and the customer. In the event an appropriate location cannot be agreed upon, the City shall mediate the dispute and designate the location for collection. Contractor shall provide off-street service on the same Work Day that Residential Service would otherwise be provided to the Residential Service Unit.

3.17 **BULK WASTE COLLECTION SERVICE**

This service will be governed by the following terms and conditions:

a) **Conditions and Frequency of Service**
   The Contractor shall provide Bulk Waste Collections Service, to those Residential Service Units in the Service Area, at least once a week on a scheduled route basis. In those instances where the scheduled Collection day falls on a holiday, the Collection shall occur on the next scheduled collection day subsequent to the holiday. In the event these Bulk Trash items are not properly containerized, the Contractor shall not be required to collect such items. In the event of non-collection, Contractor shall affix to the Bulk Trash items a Non-Collection Notice explaining why Collection was not made. Prior to the end of the Work Day, Contractor shall notify the City of any non-collection occurrences.

b) **Accessibility**
   Bulk Waste shall be placed within three feet (3') of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the Contractor and customer, that will provide safe and efficient accessibility to the Contractor’s collection crew and vehicle. In certain instances, Bulk Waste may be placed in driveway turnout areas to avoid placing it in the traveled roadway.

c) **Manner of Collection**
   If a Customer requires a collection of Special items, the customer shall call the Contractor and the Contractor shall arrange for the cost of such special Collection. Within five (5) days of the end of each month the Contractor shall notify the City in writing of such Special Items Collection and provide such information as may be required by the City for its record keeping purposes.

In the event that damage to public and/or private property areas is caused by the Contractor’s collection of bulk trash/waste, the Contractor shall repair said damage within five (5) days of notice from the City. Moreover, the Contractor must provide the City with a written description of the manner and materials to be used in their repair of damaged areas.

d) **Accessibility to Street**
   In those instances where a public or private street within the Service Area is temporarily closed to vehicular traffic, but is accessible to pedestrian traffic, Contractor shall utilize pedestrian access to provide
Bulk Waste Services with no disruption of service to the Residential Service Unit. The Contractor shall give its best effort to make the bulk collection when streets are not accessible; otherwise, the Contractor is to make arrangements to pick up bulk waste when roadway becomes available.

e) **Back-door Collection Service**
Notwithstanding any term or definition set forth in the Contract, Back-door Collection of Bulk Waste from a Residential Service Unit shall be required if all adult occupants residing therein are handicapped and if a request for off-street service has been made to, and approved by the City in the manner requiring off-street service. No additional monies shall be due to the Contractor for the provision of off-street service to handicapped customers. The point of Collection for off-street service shall be the back or side yard or such other location as is mutually agreeable to the Contractor and the customer. In the event an appropriate location cannot be agreed upon, the City shall mediate the dispute and designate the location for Collection. Contractor shall provide off-street service on the same Work Day that Bulk Waste would otherwise be provided to the Residential Service Unit.

f) **Pre-Collection and Post-Collection Route Tour**
On the day of Bulk Waste Collection, the Contractor’s Field Supervisor shall tour the Collection route ahead of the Collection truck(s) with a City Community Standards Officer to identify compliance of Residential Units. Those units determined to be in non-compliance shall be left a Notice explaining why Collection was not made. The Field Supervisor shall also conduct a Post-Collection tour on a regular basis to ensure all routes have been completed.

g) **Bulk Trash Size**
Bulk trash piles may not exceed eight (8) cubic yards per pick up. When an oversize bulk trash pile has been placed in the swale for removal, the property shall be posted with a notice of violation noting the amount over the permitted eight (8) cubic yards. Property owners or tenants shall remove the excess bulk trash or schedule payment for removal of the overage.

**3.18 RECYCLING SERVICES**
The Contractor shall provide Recycling Services to all City Residential Service Units at no cost to the City or resident as part of their Proposal. These services will be governed by the following terms and conditions:

a) **Conditions of Service**
The Contractor shall provide Recycling Collection Service to all Residential Service Units in the Service Area whose Recyclable Materials are properly containerized in Recycling Bins and the Recycling Bins have been placed within three feet (3’) of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the Contractor and customer that will provide safe and efficient accessibility to the Contractor’s collection crew and vehicle. In certain instances, properly
containerized Recyclable Materials may be placed in driveway turnout areas to avoid placing it in the traveled roadway. In the event an appropriate location cannot be agreed upon between the customer and the Contractor, the City shall mediate the dispute and designate the location for Collection. The Contractor shall report monthly to the City situations that prevent or hinder Collection on any premises.

b) Frequency of Service
Curbside Recycling Collection Service shall be provided one (1) time per week on a regularly scheduled basis with the exception of holiday as set forth herein. The Contractor shall be required to provide occasional special recycling programs for the Collection of telephone books, and other items as specified by the City. Program information including days of Collection shall be distributed to all customers as part of the annual solid waste notification.

c) Non-Collection
The Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Bin. However, for purposes of this Section, old corrugated cardboard, (OCC) that is placed beside a Recycling Bin, whether broken down or unbroken, and newspapers that are contained in paper bags and placed beside the Recycling Bin shall be considered as properly placed for Collection. OCC and newspaper that have been properly set-out and have become wet due to local weather conditions shall be collected by the Contractor. In the event of non-collection, Contractor shall affix to the Recycling Bin a Non-Collection Notice explaining why collection was not made. Prior to the end of the Work Day, Contractor shall notify the City of any non-collection Occurrences.

d) Contaminated Recyclable Materials
The Contractor shall not be required to Collect Recyclable Materials if the customer does not segregate the Recyclable Materials from Residential Solid Waste. If Recyclable Materials are contaminated through commingling with Residential Solid Waste, the Contractor shall, if practical, separate the Residential Solid Waste from the Recyclable Materials. The Recyclable Materials shall then be collected and the Residential Solid Waste shall be left in Recycling Bin along with a written notice of why the Residential Solid Waste is not considered a Recyclable Materials. However, in the event the Recyclable Materials and Residential Solid Waste are commingled to the extent that they cannot easily be separated by the Contractor or the nature of the Residential Solid Waste renders the entire Recycling Bin contaminated, the Contractor will leave the Recycling Bin un-emptied and issue a written notice to the Customer which contains instruction on the proper procedures for setting out Recyclable Materials. The design of said notification shall be approved by the City and the cost of printing of said notices shall be borne by Contractor. Only two consecutive notices will be issued. However, the Recyclable Materials will not Collected by the Contractor until the Residential Service Unit segregates the Recyclable Materials and Residential Solid Waste. The Contractor shall notify the City by the end of each Work Day of the
address of any customer whose Recyclable Materials were not
Collected that day and the reason they were not Collected.

e) Purchase, distribution, and replacement of Recycling Bins
The Contractor shall be responsible for the purchase, distribution and
replacement of Recycling Bins in the Service Area.

f) Distribution
The Contractor shall be required to distribute new Recycling carts or
toters to those Residential Service Units utilizing Recycling carts or
toters within one month after award. Contractor shall distribute
Recycling carts or toters to new Residential Service Units that are
added to Contractor's Service Area during the term of the Contract.
The Recycling carts or toters to be distributed will be in accordance
with the information to be provided by the City to the Contractor
and the distribution shall be completed within five (5) Work Days of
receipt of the information from the City.

g) Replacement of Recycling Bins
Contractor's employees shall take care to prevent damage to
Recycling Bins by unnecessary rough treatment. However, any
Recycling Bin damaged by the Contractor shall be replaced by the
Contractor, at the Contractor's expense, within five (5) Work Days at no
cost or inconvenience to the customer. Upon notification to the
Contractor by the City or a customer that the Residential Service Unit's
Recycling Bin has been stolen or that it has been damaged beyond
repair through no fault of the Contractor, the Contractor shall deliver a
replacement Recycling Bin to such Residential Service Unit within five
(5) Work Days. The Contractor shall report all Recycling Bin
replacements to City. Each Residential Service Unit shall be entitled to
the one (1) time replacement of lost, destroyed, or stolen Recycling
Bins during every three years of the life of the Contract at no cost of
those replacements in excess of the one (1) time replacement per
Residential Service Unit during every three years of the life of the
Contract, in accordance with the Recycling Bin price as set of forth
in the Proposal, or as may be adjusted by the City from time to time as
provided under the terms of the Contract.

h) Recycling Bin Ownership
Ownership of Recycling Bins Shall rest with the Contractor, except
that ownership of Recycling Bins in the possession of a Residential
Service Unit at the end of the Contract shall rest with the City.

i) Accessibility to Street
In those instances where a public or private street within the Service
Area is temporarily closed to vehicular traffic but is accessible to
pedestrian traffic, Contractor shall utilize pedestrian access to
provide Recycling Collection Services with no disruption of service to
the Residential Service Unit.

j) Holiday Exceptions
In the event a customer's normal Recycling Collection Service day falls
on a holiday, the Collection shall occur on the next regularly scheduled recycle collection day.

k) **Back-Door Collection Service**
Notwithstanding any term or definition set forth in the Contract, off-street Collection of Recyclable Materials from a Residential Service Unit shall be required if all adult occupants residing therein are handicapped and if a request for off-street Residential Collection Service has been made to, and approved by, the City, in the manner required by City. The City shall notify the Contractor in writing of any customers requiring off-street service. No additional monies shall be due to the Contractor for the provision of off-street service to handicapped customers. The point of Collection for off-street service shall be the back or side yard or such other location as is mutually agreeable to the Contractor and the customer. In the event an appropriate location cannot be agreed upon, the City shall mediate the dispute and designate the location for Collection. Contractor shall provide off-street service on the same Work Day that Recycling Collection Service would otherwise be provided to the Residential Service Unit.

l) **Recycling Incentives Program**
The City desires to offer a Recycling Incentives Program (RIP) to its residents. Accordingly, Respondents are requested to propose a RIP that encourages residents to recycle by offering reward points that can be redeemed at participating merchants. The proposed RIP shall include all equipment necessary to monitor and track a resident’s recycling, actively promote the RIP and cost to the City, if any.

The City reserves the sole and absolute discretion in determining to include the aforementioned RIP in the resulting Franchise Agreement.

Should unanticipated events, circumstances or changes in law arise that necessitate any additions or deletions to work described herein including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into a contract amendment covering such modifications and any compensation to be paid before undertaking any changes or revisions to such work.

3.19 **NEIGHBORHOOD RECYCLING AND TRANSFER STATION**
The City may request Contractor to set up Neighborhood Recycling Stations for the purpose of collecting Recyclable Materials at the rates established herein. The City shall designate location(s) and number and type of Recycling containers for each location. Contractor shall be responsible for handling of Recyclable Materials and transporting of same to the Designated Recycling Facility.

3.20 **COMMERCIAL SOLID WASTE COLLECTION SERVICES**
The Contractor shall collect and dispose of all Commercial Solid Waste generated by customers subscribing to Commercial Solid Waste Collection Service.

a. **Conditions and Frequency of Service**
Commercial Solid Waste Collection Service shall be provided as deemed necessary and as determined between the Contractor and
the customer. Commercial Solid Waste Collection Services shall be provided no less than two (2) times per week, with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the customer and the Contractor as long as the minimum frequency requirement is met. The size of the Container or Garbage Can and the frequency (above the minimum) of Collection shall be determined between the customer and the Contractor. However, size and frequency shall be sufficient to provide that no Commercial Solid Waste shall be placed outside the Container or Garbage Can. The Collection for Pulls shall be arranged as required by the customer. The Contractor shall provide Containers at the approved rental rates; however, customers may own their Container provided that the customer shall be completely serviced by the Contractor’s equipment. Contractor shall not be responsible for providing Garbage Cans to those Commercial Service Units Utilizing Garbage Cans.

b. Commercial Hours
Commercial Solid Waste Collection Service shall be provided between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday and 8:00 a.m. to 7:00 p.m. on Sunday. The receipt of complaints by the City referencing noise or disturbances that occurred during the operating hours set forth in this Section shall be prima facie evidence of “disturbances” and the Contractor may adjust the Commercial Collection Service hours at such identified locations as the City shall direct the Contractor in writing. The adjustment of such hours shall not result in a rate change for the Contractor. The hours or days, or both, of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the Contact Administrator.

c. Service Agreements
Prior to providing any Commercial Collection Service, and annually thereafter for Commercial Collection Service customers, a written service agreement between the Contractor and the customer, in a format acceptable to the City, shall be entered into regarding the levels and type of service to be provided. The written agreement shall include rate information, the name and address of the Commercial Service Unit, in a format as prescribed by the City. A copy shall be provided to the City’s Contract Compliance Manager within five (5) days of the execution of the written agreement. Annual agreements may be forgone if the City is notified within five (5) days of the changes in service levels. However, a new service agreement must be executed when the City accepts service level changes.

Each Respondent shall include in their response, a Commercial Collection Service Agreement intended to be utilized if awarded the City’s Franchise Agreement.

d. Request for Changes in Service Levels.
Requests from a customer for changes in level of service, either
Container size or frequency of collection, shall be evidenced by a service level change request form, in a format acceptable to the City. The service level change request form shall be submitted to the City for approval within three (3) Work Days of receipt by the Contractor. City shall approve or deny the request in writing and shall provide the Contractor with such written approval or denial within ten (10) Work Days of receipt of the request from the Contractor. Contractor shall not provide a change in Container size or frequency without receiving written permission from the City.

e. **Sufficient Collection Containers**
The Contractor shall maintain sufficient Containers and Recycling Carts to ensure that extra or replacement Containers or Recycling Carts can be provided to customers in accordance with the terms and conditions of the Contract.

f. **Newly Established Accounts**
The Contractor shall notify the City within twenty-four (24) hours of the establishment or discontinuation of Commercial Solid Waste Collection Service to any Commercial Service Unit covered under the Contract. The Contractor's notice shall provide the name and address of the Commercial Service Unit, the frequency of Collection, the size of Container(s), and the number of Containers or Carts and a copy of the written service agreement required in Section 6.05, above.

g. **Condition, Repair and Replacement of Containers**
The Contractor shall maintain each of its mechanical Containers in good working order at all times to ensure continuous and efficient Collection Services. Contractor shall procure, and maintain at all times, an adequate supply of spare parts for its mechanical Containers. Contractor shall maintain and repair each mechanical Container so that the Container is free from holes, broken hinges, broken doors or door fasteners, broken wheels, or broken lids. Mechanical Containers shall be kept painted as required so they do not become a detriment to the community. Mechanical Containers shall be washed by the Contractor on a regular basis, as necessary, to minimize the potential for odors and nuisance conditions. Contractor shall replace, repair, paint, wash, and/or otherwise maintain any mechanical Container within five (5) days of being requested to do so by the City of a commercial customer.

Any Containers damaged by the Contractor shall be repaired or replaced by the Contractor, at the Contractor's expense, within two (2) Work Days at no cost or inconvenience to the customer. In the event the source of the damage cannot be agreed upon between the customer and the Contractor, the City shall mediate the dispute.

Commercial customers shall file the request for container replacements with the City.

h. **Accessibility**
All Containers or Garbage Cans shall be readily accessible to the Contractor's crew and vehicles, and not blocked.
i. **Container Locks**
   Contractor shall provide locks and keys to all Commercial Service Units requesting Container lock service. Contractor shall be compensated for the provision of this service at the monthly container lock rate established herein and as may be adjusted from time to time in accordance with the terms of the Contract.

j. **Collection Service**
   The Contractor shall Collect and dispose of all Commercial Solid Waste, Yard Waste, Bulk Waste or Construction and Demolition Debris generated by customers subscribing to any Collection Service.

k. **Conditions and Frequency of Service**
   Roll-Off Collection Service shall be provided as deemed necessary and as determined between the Contractor and the customer within three (3) Work Days of receipt of the request for services from the customer. The size of the Container and the frequency of Collection shall be determined between the customer and the Contractor. However, size and frequency shall be sufficient to provide that no waste materials shall be placed outside the Container. The Contractor shall provide Containers at the approved rates, however, customers may own their Container provided that the customer shall be completely responsible for its proper maintenance and such Container shall be of a type that can be serviced by the Contractor’s equipment.

l. **Accessibility**
   All Roll-Off Containers, shall be readily accessible to the Contractor’s crew and vehicles, and not blocked.

m. **City Service**
   The Contractor shall provide, at no cost to the City, Roll-out Containers and Roll-off Containers, at the locations specified by the City. In addition, the Contractor shall provide sufficient twenty (20) cubic yard open top containers, on-call at no cost to the City whenever needed for City related functions.

n. **Commercial Recycling Services**
   The Contractor shall offer Recycling Services to all customers utilizing Commercial Solid Waste Collection Services.

o. **Business Tax Receipt**
   The successful Proposer and subcontractors shall hold and maintain an active Business Tax Receipt with the City of North Miami.

### 3.21 VEHICLE AND EQUIPMENT MINIMUM STANDARDS

The Contractor shall provide, maintain and have available at all times the necessary amount of collection trucks to perform the work as specified herein. Additionally, The Contractor shall have available reserved collection trucks which can be put into service within two (2) hours of any breakdown or a declared emergency. Such reserve equipment shall correspond in size and
capacity to the equipment used by the Contractor to perform the contractual duties. Contractor shall notify the Contract Compliance Manager or his designee by phone within two hours of any equipment breakdown.

The Contractor shall provide new, unused, and the latest model vehicles to provide the services requested herein. The Contractor shall use one (1) vehicle per route, with bodies which are water tight to a depth not less than eighteen (18) inches, with solid sides, using pneumatic tires. All vehicles shall be equipped with operational radio transceiver capable of communicating with the Contractor’s dispatch from anywhere within the City. The Contractor shall provide sufficient equipment, in proper operating condition so regular schedules and routes of collection can be maintained. Equipment is to be maintained in a reasonable, safe, working condition. Residential Collection trucks shall be painted uniformly color which will be approved by the City, with the name of the Contractor and the number of the vehicle printed in letters not less than four (4) inches high, on each side of the vehicle, and vehicles shall be numbered and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles servicing the City. The Contractor is required to keep collection vehicles and containers emptied by mechanical means, cleaned and painted to present a pleasing appearance. The Contractor shall submit for approval by the City a schedule showing the frequency of the cleaning and painting of the vehicles, the age, and miles.

It is the City’s preference to utilize Compressed Natural Gas (CNG) trucks for residential collection services in order to promote sustainability efforts within the City.

Each non-packer trash vehicle shall be equipped with a cover, which may be net with mesh not greater than one and one-half inches, or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked, if the contents are likely to be scattered if not covered. Vehicles shall not be overloaded so as to scatter refuse, however, if refuse is scattered from the Contractor’s vehicle for any reasons, it shall be picked up immediately. Each vehicle shall have a fork and broom for this purpose. The Contractor’s vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made necessary by loading operations, and shall move with the traffic flow.

All collection trucks shall meet and comply with all State, County, and City laws, rules, regulations, and ordinances, for the appropriate class of truck.

3.22 **COLLECTION RATES ADJUSTMENTS**

For all Collection Rates requested herein, the rates initially established are the maximum amounts that the Contractor may charge.

Each year on October 1st during the Franchise Agreement, the Collection Rates shall be adjusted upward or downward to reflect any changes in the cost of providing Sanitation Services due to inflation or deflation during the previous year. Specifically, the Rates shall be adjusted by an amount that is equal to the
percentage change in the Consumer Price Index - Water and Sewer and Trash Collection Services (CPI-WST), during the most recent twelve (12) consecutive month period beginning on July 1 and ending on June 30.

The Percentage change in the CPI-WST shall be calculated by using the following formula:

\[
PC = \frac{\text{CPI-WST}_1}{\text{CPI-WST}_2} - 1.0 \times 100
\]

Where:
- \( PC \) is the percentage change in the CPI-WST from one calendar year to the next
- \( \text{CPI-WST}_1 \) is the index rate for June of the current year (i.e. June 2017)
- \( \text{CPI-WST}_2 \) is the index rate for the June of the previous year (i.e. June 2016)

Notwithstanding anything else contained herein, a single CPI-WST adjustment shall not exceed five percent (5%). There shall be no “catch up” adjustment to the rates in future years (i.e., there will not be an adjustment to the rates in the future to offset or mitigate the effect of the five percent (5%) cap in a year when the CPI-WST index exceeded five percent (5%).

Notwithstanding anything else contained herein, there WILL NOT be a CPI-WST adjustment to the rates unless the Private Waste Collector delivers a written request for an adjustment to the City prior to August 31 of the current year. If the Private Waste Collector fails to make a timely request for an adjustment, there shall be no adjustment on October 1st of the current year. Further, there shall be no “catch up” adjustment to the rates in the future to off-set or mitigate the effect of failing to request an adjustment. No notice is required, and the adjustment shall automatically apply if the CPI-WST decreases during the percentage change period.

Respondents should note that the initial Collection Rate adjustment, if any, shall not be considered until October 1, 2021.

3.23 DISPOSAL RATES ADJUSTMENTS
For all Disposal Rates requested herein, the rates initially established are the maximum amounts that the Contractor may charge.

Each year on October 1st during the Franchise Agreement, the Disposal Rates shall be adjusted upward or downward to reflect the percentage change in the Contract Rate (per ton) Disposal Fee for permitted haulers and municipalities as published by the Miami-Dade County Department of Solid Waste Management.

Respondents should note that the initial Disposal Rate adjustment, if any, shall not be considered until October 1, 2021.
3.24 COLLECTIONS OF PAYMENTS FOR SERVICES FROM COMMERCIAL ESTABLISHMENTS
The City of North Miami shall not be responsible or liable to the Contractor for non-payment of any fees owed to the Contractor by a Commercial Establishment. If the Contractor ceases Collection Services for Commercial Establishments for non-payment, the Contractor must provide the City in writing with the location of the account, and the date that the service will be interrupted along with any contact information for said account.

3.25 CONTRACTOR’S RELATION TO THE CITY
It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to work, and that the Contractor is in no respect an agent, servant or employee of the City of North Miami. This Solicitation specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless otherwise provided in the Contract result from this Solicitation, subject to approval by the City.

3.27 HANDLING COMPLAINTS
The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. The Contractor shall maintain a telephone listing in the name in which it is doing business as the Contractor and provide answering service for those customers needing to contact the company during collection hours Monday through Saturday.

The City should receive all complaints regarding the performance of the Contractor. In the event a Contractor receives a complaint from a customer, the Contractor shall immediately notify the City. In order that the Contractor may be informed of the quality of service, the City agrees to maintain a record of all complaints for inspection by the Contractor. The City agrees to furnish a monthly report of all complaints, listing the name and address of the person complaining, the nature of the complaint, and disposition of such complaint. A written response shall be provided to the City by the Contractor as to the disposition of each complaint. The City reserves the right to correct a complaint if the complaint is not corrected within four (24) hours of notification of the Contractor. If the Contractor is notified of a complaint before 12:00 noon, then the complaint shall be handled by the Contractor before 7:00 PM that same day. If the Contractor is notified of a complaint after 12:00 noon, then the complaint shall be handled by the Contractor before 12:00 noon of the following day.

3.28 RADIO COMMUNICATIONS
The Contractor shall provide all vehicles used pursuant to this agreement, with two-way radio communications systems. The communication shall be between the Contractor’s base station and all service trucks utilized in providing the services. The two-way radios will not be tuned to any City frequencies.

3.29 DISCRIMINATORY PRACTICES
The Contractor shall not deny service, deny access, or deny employment to any person on the basis of race, color, creed, sex, religion, national
origin, or affinity orientation. The Contractor will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida or the Federal Government.

3.30 EMPLOYEES AND CONTRACTORS
All employees and contractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of the Contractor under its sole discretion and not an employee, Contractor, or agent of the City. The Contractor shall supply competent and physically capable employees and contractors. The City may require the Contractor to remove any employee or contractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the City.

The direction and supervision of refuse collection and disposal and salvage operations shall be by competent, qualified and sober personnel, and the Contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City. All Subcontractors, Subconsultants, superintendents, foremen and workmen employed by the Contractor shall be careful and competent. The Contractor shall also provide uniforms with I.D. badge and said badge shall be turned over to the City upon termination of the employee. Employees and Subcontractors of the Successful Proposer shall have and wear proper dress attire at all times. Proper dress attire shall consist of industrial style work pants, a button front work shirt or T-shirts with the Contractor’s company name or logo and the name of the shirt bearer, and steel-toed footwear in compliance with ANSI Z41 PT 91 M I/75 C/75.

All employees used by the Contractor during the term of the contract, shall be of a standing or affiliation that will permit the Contractor’s performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstances, will such employees cause any disturbance, interference or delay to any work or service rendered to the City or by the City and in no case or in any circumstances will the employees conduct themselves negligently, disorderly or dishonestly in the due and proper performance of the employee’s duties. The Contractor shall see to it that his employees serve the public in a courteous, helpful and impartial manner. The Contractor shall furnish the City with a current roster of employees every thirty (30) days.

The Contractor’s employees providing Residential Services shall follow the regular walk for pedestrians while on private property and shall not trespass nor cross property to the adjoining premises unless the occupant or owner of both properties has given permission. No employee shall meddle with property that does not concern them. Care should be taken to prevent damage to property, including flowers, shrubs, and other plantings. After emptying containers, employees shall return them to the same location from which they were taken, in the proper position behind the curb or edge of pavement and anything spilled shall be picked up immediately by such employee. Any damages incurred shall be paid by the Contractor.
3.31 QUALITY OF PERFORMANCE OF CONTRACTOR

It is the intent of this Agreement to ensure that the Contractor provides high quality services.

A. Complaints: All complaints received by the Contract Administrator, or his designee, and reported to the Contractor shall be promptly resolved. Complaints shall not include customer informational requests or Recycling Container requests. A complaint not resolved by 3:00 p.m. on the next Business Day, unless otherwise provided in this Agreement, shall count as two (2) complaints. In the event complaints received from curbside customers exceed the following annual or monthly allowable percentage(s), the Contract Administrator shall levy as liquidated damages the amount of $200.00 per incident to reimburse the City for the cost of receiving, logging, investigating, and following up on the complaint.

<table>
<thead>
<tr>
<th>Complaint Type</th>
<th>Annual %</th>
<th>Monthly %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garbage, Trash and Damage</td>
<td>4%</td>
<td>0.5%</td>
</tr>
<tr>
<td>Recycling</td>
<td>2%</td>
<td>0.25%</td>
</tr>
</tbody>
</table>

B. Other Administrative Charges: In addition to the liquidated damages provided for in Subsection 3.31A related to customer complaints, the Contract Administrator may, without regard to the percentage of customer complaints, also levy liquidated damages at the rate of $200.00 per day per incident for any other infraction of this Agreement to reimburse the City for the cost of receiving, logging, investigating and following up on the complaint and or failure to perform, and additional costs that cannot be reasonably quantified. Such infractions include but are not limited to:

1. Failure to provide clean, safe, sanitary equipment;
2. Failure to maintain office hours as required;
3. Failure to provide documents and reports in a timely and accurate manner;
4. Failure to repair or replace and/or deliver a Container, Compactor, Recycling Container, Garbage Can, or mailbox within the required time period;
5. Failure to clean spillage;
6. Failure to cover and or secure materials on collection vehicles;
7. Collection employees out of uniform;
8. Name and phone number, and if applicable, size not displayed on Collection vehicles or Containers;
9. Failure to provide schedule and route maps;
10. Using an improper truck for the specific service provided;
11. Failure to submit a disclosure notice to either a customer or the Contract Administrator;
12. Failure to report recycling activity monthly (on or before the 10th day of the following month), in the format determined by the City, for the purpose of tracking and verifying citywide recycling activity;
13. Failure to respond to customer calls, including all residential and commercial customers, in a timely and appropriate manner;
14. Failure to place a contamination sticker in Recycling Containers, as required;
15. Failure to repair damage to property resulting from Contractor’s (including agents, employees or subcontractors) equipment failure or negligence within five (5) Business Days;
16. Failure to return calls to the City in a timely manner; and
17. Failure to provide a supervisor on routes to direct operations in safe and satisfactory manner.

C. Major Prohibitions and Liquidated Damages: The following constitute serious violations of this Agreement that have negative impacts on the City, the costs of which are not reasonably quantifiable, and are subject to liquidated damages and potentially loss of Franchise.

1. Changing routes, including the starting point of a route without approval from the City or notification to the City and the customers are prohibited and will result in liquidated damages of $500.00 per incident to reimburse the City for the costs of managing the service disruption, including the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and coordinating the return to normal service. Additionally, the Contractor shall be required to return to the previous route(s) and schedule and properly notify customers in accordance with the requirements of this Agreement at no cost to the City.

2. Billing commercial customers service charges unauthorized by this Agreement, such as special fuel surcharges, handling charges or billing charges, is prohibited and will result in the assessment of liquidated damages in the amount of $500 per incident to compensate the City for the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and the customer, and coordinating the reimbursement to the customer for all non-approved charges. Contractor shall also be required to reimburse the customer for all non-approved charges paid by the customer.

3. Failure to complete a route or community on the regular scheduled pick-up day shall result in the assessment of liquidated damages in the amount of $1,000.00 for each route/community per day not completed to reimburse the City for the value of services not rendered, costs of managing the service disruption, including the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and coordinating the return to normal service. Each missed route/community shall be completed by 10:00 a.m. of the next Business Day following regular scheduled collection day. Failure to collect missed routes/communities by 10:00 a.m. the next Business Day as required will result in an additional $1,000.00 assessment for each route/community not completed.

3.32 FINANCIAL REPORTING
Contractor shall submit an independent audited financial statement within ninety (90) days of the end of each contract year. Such audited financial statement must include the opinion of a Florida Certified Public Accountant who has conducted an audit of the
Contractor’s books and records in accordance with generally accepted auditing standards which include tests and other procedures necessary, that the audited financial statement are fairly presented, in all material respects, in conformity with generally accepted accounting practices.

3.33 NATURAL DISASTERS

In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor shall reestablish regular routes and schedules for the collection of Solid Waste, Recovered Materials, and Vegetative Waste as soon after the natural disaster as possible. The collection and disposal of Solid Waste shall be the highest priority. The collection and disposal of debris generated by a natural disaster shall not be the responsibility of the Contractor. Under a separate Agreement, the Authority shall procure collection and disposal services for debris generated by a natural disaster. The Contractor agrees to provide full cooperation with the City and the debris collection contractor in the aftermath of a natural disaster in an effort to return the City to its pre-disaster state, and resume normal collection services.

END OF SECTION
SECTION 4.0
EVALUATION/SELECTION PROCESS

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS
Each Proposal will be reviewed to determine if it is responsive to the submittal requirements outlined in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the necessary documentation, is submitted in the format outlined in this Solicitation, is submitted in a timely manner and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

This Contract will be awarded to the Respondent which provides the best value and is in the best interest of the City in accordance with City’s Procurement Code.

4.2 EVALUATION PROCESS
The City shall appoint an Evaluation Committee to review and evaluate the qualifications and experience, proposed approach and methodology, and price proposal of each Respondent.

Respondents who have met the responsiveness conditions will be evaluated by the Committee in accordance with the criteria detailed under this Section. Evaluation Committee members will independently score the Proposals based on the merit of each Proposal, as determined by the Evaluation Committee members, to meet the requirements stated in this Solicitation. The total number of points scored by each Evaluation Committee member will be based on the maximum points available for each of the factors detailed under Section 4.5.

4.3 EVALUATION OF PROPOSALS
Criteria will be scored on a scale of “0” to “100” per evaluator with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is 100 points per Evaluation Committee member. Scoring is based on a point total per evaluator and not a percentage. The final ranking will be based on the sum total of the Committee’s score for each Respondent, adjusted by the Local Business Preference factor, if any.

4.4 COMMITTEE INTERVIEWS
The Evaluation Committee may choose to invite Respondents to make a presentation and respond to questions from the Committee as part of the Evaluation process. The Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The Respondent’s presentation may clarify and summarize the content of its Proposal, but may not modify the prior written submission. Any communication between the Committee members and the Respondent made during the course of the interviews are intended primarily for purposes of providing clarification of the content the Proposal and are not to be construed as a "negotiation" of terms by either party.

The final rankings shall be based on the scores issued by the Evaluation Committee based on either their review of the qualifications of each Proposal
solely or the results of the Committee interviews, if any. The final scores form the Evaluation Committee will be adjusted based on the applicable Local Business Preference.

4.5 **EVALUATION CRITERIA**

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications and Experience</td>
<td>25</td>
</tr>
<tr>
<td>Proposed Approach and Methodology</td>
<td>25</td>
</tr>
<tr>
<td>Price Proposal</td>
<td>20</td>
</tr>
<tr>
<td>Environmental Sustainability (Green) Initiatives</td>
<td>5</td>
</tr>
<tr>
<td>Community Benefit Plan</td>
<td>15</td>
</tr>
<tr>
<td>References</td>
<td>10</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
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</table>

4.6 **NEGOTIATIONS**

The City may award a Contract to the highest ranked Proposer based solely on their initial Proposal. Therefore, each initial offer should contain the Proposer’s best terms from a monetary and technical standpoint.

Nonetheless, if the City proceeds to negotiate a Contract with the highest ranked firm and is unable to reach an agreement, the City reserves the right to terminate negotiations and may begin negotiations with the next ranked responsible and responsive Proposer. This process may continue until a contract acceptable to the City Manager has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any firm selected for negotiations may be required to provide the City with the following information:

a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer’s preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Proposer, any of its employees or Subcontractors is or has been involved within the last three years.

END OF SECTION
SECTION 5.0
PROPOSAL FORMAT

IT IS THE RESPONSIBILITY OF THE RESPONDENT TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS TIMELY, COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS AND EVALUATION CRITERIA HEREIN.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL

5.1 INSTRUCTIONS TO RESPONDENTS:
Respondents should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials are to be submitted on 8 1/2” X 11” papers, paginated and separated by tabs to identify each required section. Neatly typed, with normal margins and spacing. All documents and information must be fully completed and signed as required. Also when submitting your one (1) complete electronic copy on CD, DVD, or USB Flash Drive in Adobe or Word format be sure to promptly label with the your company’s name, Solicitation number and title.

Please be concise in all responses. If any category is NOT APPLICABLE, so expressly state. Proposals which do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

5.2 COPIES
Please submit an original Proposal and be sure to clearly mark it as “Original”. In addition, six (6) duplicate copies of the original Proposal must also be submitted. Each copy of the Proposal is distributed to the Evaluation Committee if your Proposal copies are incomplete your Proposal may be deemed Non-Responsive. One (1) compact disk (CD) or DVD (must be clearly labeled with Company Name, Solicitation No. & Title) or USB Flash Drive are also requested with this Solicitation.

5.3 SUBMITTAL
Proposals are to be submitted in a sealed envelope bearing the name of the Respondent, company and the address as well as the title and number of the Solicitation no later than the deadline specified in the Solicitation Timetable. Immediately after the deadline passes all Proposals received on a timely basis shall be opened and read at the City Council Chambers located on the Second Floor of City Hall.

PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED.

Address your Proposal to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161 (Please clearly mark your Proposal with the name and number of this Solicitation).

5.4 PROPOSAL FORMAT
The proposal must be in the following format:

1. **Cover Page**
The Cover Page Form (see Section 7.0) shall be submitted as part of the Solicitation. This Form must be completely and neatly filled-in.
The Cover Page Form shall include the company name, identify the person authorized by law to render the Services (as registered with the State of Florida Division of Corporations) and title. In addition, the Respondent shall include the mailing address, telephone number, and e-mail address. The Respondent shall designate one duly authorized representative to receive all notices and be contacted by the City, as may be needed, in reference to this Solicitation.

2. **Table of Contents**
The Table of Contents should outline in sequential order the major areas of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents.

3. **Qualifications and Experience – 25 Points**
   a) **Executive Summary**
   Provide a brief summary describing the Proposer’s ability to perform Work requested in this Solicitation, a history of the Proposer’s background and experience providing similar services, the qualifications of the Proposer’s personnel to be assigned to this project, the subcontractors, subconsultants, and/or suppliers and a brief history of their background and experience, and, any other information called for by this Solicitation which the Proposer deems relevant, including restating any EXCEPTIONS to this Solicitation. This summary should be brief and concise to apprise the reader of the.

   b) State the number of years that the Proposer has been in business, and the number of years in business operation under the Proposer’s current business name. Any business owner who has previously operated a business under another name must include a description of the previous business. Failure to include such information will be deemed as intentional misrepresentation by the City, and will render the Proposer’s Proposal non-responsive.

   c) **Key Personnel and Subcontractors Performing Services**
   i. Provide an organizational chart showing all individuals, including their titles, whom will perform any work on the Contract. This chart must clearly identify the Proposer’s employees and those of the subcontractors or subconsultants.

   ii. Describe the experience, qualifications, and other vital information, including relevant experience on similar contracts, of all key individuals and subcontractors or subconsultants who will perform work on the Contract. This information shall include functions to be performed by the key individuals and the subcontractors or subconsultants.

   iii. Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to the Contract, including any subcontractors or subconsultants. The phrase “all key personnel” includes all partners, managers, seniors and other professional or technical staff that will perform work on the Contract.
iv. Proposers shall provide photocopies of a valid Florida Driver’s License and Driver’s License Record for the last five (5) years, and evidence of drug testing for each truck driver who will perform work on the Contract.

v. List names and addresses of all first tier subcontractors, subconsultants, or suppliers, who will perform and/or provide for the Contract.

4. Proposed Approach and Methodology – 25 Points
Describe your firm’s understanding of the following types of services and your firm’s strengths in providing the Services described in this Solicitation including the following:

a) Technical Information

i. Describe how Proposer will operate the Sanitation Services and work in conjunction with the Disposal Facility/Landfill designated for use; describe the Proposer’s approach to organization/management and the responsibilities of Proposer’s management and staff personnel that will perform work on the Contract; describe method employed to ensure safety, prompt service, customer satisfaction, prompt complaint resolution, effective employee performance and training, and timely initiation and completion of all work.

ii. List any subsidiary/affiliate company in the same business, the nature of the relationship, and the location of their office.

iii. Provide a Transition Plan that describes how the Proposer will assume Sanitation Services for the City. In particular, describe the key milestones and the general timing that the Proposer believes are important to transition Sanitation Services. At a minimum, the Transition Plan must describe the actions the Proposer will take to commence services on February 1, 2019 for residential services and November 1, 2020 for commercial.

iv. Describe the Proposer’s plan to assume operations from existing Contractor without interruption of service.

v. Provide a description or information concerning or substantiating each of the requirements below:

1) Drug-free Work Place

2) Employee drug testing program.

3) A narrative describing communication systems installed in trucks and in office.
4) A narrative describing personnel policies detailing hiring practices, standards, and employee training.

5) Safeguards in the Proposer’s accounting system to assure that all revenues and expenses are captured by their accounting system.

6) Proposer’s experience, past performance, financial capabilities, violations, and litigations

b) Customer Service Plan

5. **Price Proposal – 20 Points**
Respondents must include a fully completed Price Proposal Form (see Section 6.0) in order to be considered for this Solicitation. Although the proposed price will not be the sole factor to determine final ranking for this Solicitation, each Respondent should submit their best price as part of their Proposal.

6. **Environmental Sustainability (Green) Initiatives - 5 Points**
Please provide a summary of proposed green initiatives to be implemented by the selected Vendor in its performance of this contract which would support the City's policy of promoting efforts to improve the health, safety and well-being of its residents, reduce pollution and conserve our natural resources.

Note: The City reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.

7. **Community Benefits Plan – 15 Points**
Each Proposal must include a detailed “Community Benefits Plan” which outlines, in accordance with Section 7-151 of the City’s Code of Ordinances, the Respondent’s proposal to incorporate local workforce initiatives as part of their Proposal. The City reserves the right to accept and/or request modifications to the proposed Plan in accordance with the City’s best interest.

The awarded Respondent shall be monitored by the City to ensure compliance with the proposed local workforce training and hiring efforts agreed to by the City. Failure to comply with the agreed to Community Benefits Plan shall result in breach of contract and may lead to termination of contract by the City.

Additionally, the Community Benefits Plan criterion will include the Proposers contribution to the Emergency Utilities Assistance Program and the Proposers acceptance of the funding of the City’s Clean Team Taskforce.

8. **References – 10 Points**
Using Form A-14, please provide references for at least two (2) government agencies for which the Respondent has provided Sanitation Services similar to the one requested by this Solicitation within the last five (5) years.

9. **Local Business Preference**
The evaluation of competitive solicitations is subject to Section 7-151 of the City’s Purchasing Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local
businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any of the following objective criteria (see Form A-3).

Pursuant to Section 7-151, a “Local Business” satisfies two (2) of the following:

a) A business located in the City with a current City business tax receipt issued prior to the City’s issuance of the solicitation for supplies or services; or

b) A business that has at least ten (10) percent of its total workforce residing in the City prior to the City’s issuance of the solicitation for supplies or services; or

c) A business that subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

**Note:** The Respondent seeking local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City, by submitting supporting documentation. Failure to do so may result in being considered ineligible for local business preference.

10. **RFP Forms**
The following forms must be submitted fully completed, executed and properly notarized, if applicable, as part of the Proposal.

The following forms must be submitted in the following order:

A-1    Sworn Statement Under Section 287.133(3)(a), Florida Status, on Public Entity Crimes
A-2    Non-Collusive Bid Certificate
A-3    Local Preference Affidavit *(if applicable)*
A-3(a) Statement of intent *(if applicable)*
A-4    Questionnaire Instructions
A-5    Addendum to Bid Documents *(if applicable)*
A-6    Proposer’s Disclosure of Subcontractors and Suppliers *(if applicable)*
A-7    General Insurance Requirements
A-9    Bid/Proposal Bond
A-10   Performance Bond
A-14   References

All of our forms can now be found on our website at: [http://northmiamifl.gov/departments/purchasing/forms.aspx](http://northmiamifl.gov/departments/purchasing/forms.aspx). These forms are fill-in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.
In regards to “Form A-5 Acknowledgement of addenda”, it is the sole responsibility of the Respondent to check the City’s website at (http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx) for all applicable addenda.

Completed responses shall include all the above information including all required forms included with this RFP or RFP submittal may be rejected.

END OF SECTION
SECTION 6.0
Price Proposal Form
**PRICE PROPOSAL FORM**

Single Family Residential Roll-out Container Service (with the inclusion of Residential Recycling Service at no cost to the City). The rates are also inclusive of Back-door Collections with weekly Bulk Trash pick-ups per year:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>per month, per dwelling unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collection:</td>
<td>$_____________</td>
<td></td>
</tr>
<tr>
<td>Disposal:</td>
<td>$_____________</td>
<td></td>
</tr>
<tr>
<td>Total Rate:</td>
<td>$_____________</td>
<td></td>
</tr>
</tbody>
</table>

**Cost of replacement containers and bins requested by City residence:**

**Roll-out Containers:**

<table>
<thead>
<tr>
<th>Gallons</th>
<th>$___________ each</th>
</tr>
</thead>
<tbody>
<tr>
<td>96 gallons</td>
<td></td>
</tr>
<tr>
<td>64 gallons</td>
<td></td>
</tr>
<tr>
<td>32 gallons</td>
<td></td>
</tr>
</tbody>
</table>

**Residential Recycling Bins:**

<table>
<thead>
<tr>
<th>Gallons</th>
<th>$___________ each</th>
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</thead>
<tbody>
<tr>
<td>96 gallons</td>
<td></td>
</tr>
<tr>
<td>64 gallons</td>
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<tr>
<td>32 gallons</td>
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</tbody>
</table>

**Additional Residential Curbside Carts** (charges are per month):

<table>
<thead>
<tr>
<th></th>
<th>Collection</th>
<th>Disposal</th>
<th>Total Monthly Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>96 gallons</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>64 gallons</td>
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<tr>
<td>32 gallons</td>
<td>$</td>
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</tr>
</tbody>
</table>
## PRICE PROPOSAL FORM (CONTINUED)

### Multi-Family Residential Container Services (charges are per month):

<table>
<thead>
<tr>
<th></th>
<th>1 x / week</th>
<th>2 x / week</th>
<th>3 x / week</th>
<th>4 x / week</th>
<th>5 x / week</th>
<th>6 x / week</th>
<th>7 x / week</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1 Cubic Yard</strong></td>
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<td><strong>3 Cubic Yard</strong></td>
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<td><strong>4 Cubic Yard</strong></td>
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</tbody>
</table>
**PRICE PROPOSAL FORM (CONTINUED)**

Multi-Family Residential Container Services *(charges are per month)*

<table>
<thead>
<tr>
<th></th>
<th>1 x / week</th>
<th>2 x / week</th>
<th>3 x / week</th>
<th>4 x / week</th>
<th>5 x / week</th>
<th>6 x / week</th>
<th>7 x / week</th>
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<tbody>
<tr>
<td><strong>6 Cubic Yard</strong></td>
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<td><strong>8 Cubic Yard</strong></td>
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</table>

Proposer’s proposed Weight per Cubic Yard Factor for Multi-Family Residential Container Services is _________ pounds per cubic yard.


## Multi-Family Residential Container Services – Maintenance (charges are per month)

<table>
<thead>
<tr>
<th>Container Size (cu.yds.)</th>
<th>Monthly Maintenance Fee</th>
<th>Franchise Fee</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$</td>
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<td>2</td>
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<td>$</td>
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<tr>
<td>3</td>
<td>$</td>
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<td>4</td>
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<td>8</td>
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## Multi-Family Residential Container Roll-out and Caster Fees (per month, one roll-out per week – multiple roll-outs per week shall be the number of roll-outs multiplied by the total monthly cost):

<table>
<thead>
<tr>
<th>Roll-out Distance/Item</th>
<th>Rate</th>
<th>Franchise Fee</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Short (&lt;20 feet)</td>
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<td>Casters</td>
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### PRICE PROPOSAL FORM (CONTINUED)

**Commercial Container Services** (charges are per month):

<table>
<thead>
<tr>
<th>Container Size</th>
<th>1 x / week</th>
<th>2 x / week</th>
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<th>4 x / week</th>
<th>5 x / week</th>
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</table>
PRICE PROPOSAL FORM (CONTINUED)

Commercial Container Services *(charges are per month)*

<table>
<thead>
<tr>
<th>Container Size (cu.yds.)</th>
<th>Monthly Maintenance Fee</th>
<th>Franchise Fee</th>
<th>Total</th>
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</thead>
<tbody>
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<td>1</td>
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</table>
**PRICE PROPOSAL FORM (CONTINUED)**

**Commercial Roll-out and Caster Fees** (per month, one roll-out per week – multiple roll-outs per week shall be the number of roll-outs multiplied by the total monthly cost):

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</table>

**Compactor Services Maintenance** (charges are per month)

<table>
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<th>1 x / week</th>
<th>2 x / week</th>
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PRICE PROPOSAL FORM (CONTINUED)

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</table>

Proposer’s proposed Weight per Cubic Yard Factor for Compacter Services is _______ pounds per cubic yard.
PRICE PROPOSAL FORM (CONTINUED)

Compactor Services Maintenance (charges are per month)

<table>
<thead>
<tr>
<th>Container Size (cu.yds.)</th>
<th>Monthly Maintenance Fee</th>
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**Monthly Container Locks (fees are per month)**

<table>
<thead>
<tr>
<th>Monthly Container Locks</th>
<th>Monthly Fee</th>
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<tbody>
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</tbody>
</table>

**Pull Services** (charges are per pull): Materials include but are not limited to, tires, asphalt, landscaping debris, Mixed Solid Waste and Construction Debris.

<table>
<thead>
<tr>
<th>TIRES</th>
<th>10 CY</th>
<th>20 CY</th>
<th>30 CY</th>
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<tbody>
<tr>
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<td>Pick-up &amp; Haul</td>
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</table>
### Pull Service Delivery:

<table>
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<tr>
<th>Container Size (cu.yds.)</th>
<th>Delivery Rate</th>
<th>Franchise Fee</th>
<th>Total</th>
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<tbody>
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</table>

### Pull Service Maintenance less than (<) thirty (30) days (charges are per day):

<table>
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<th>Delivery Rate</th>
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</table>
**PRICE PROPOSAL FORM (CONTINUED)**

**Pull Service Maintenance more than (>30) days** (charges are per day):

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<td>40</td>
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**COMMUNITY BENEFITS PLAN ANNUAL DONATIONS**

<table>
<thead>
<tr>
<th>PROGRAM</th>
<th>ANNUAL DONATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Utilities Assistance Program</td>
<td>$</td>
</tr>
</tbody>
</table>

I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this offer open for a period of one hundred twenty (120) days from the deadline for receipt of Proposals; or, if I am selected as the Top-Ranked Offeror, for such further period as is necessary for obtaining Contract signature and approval.

I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform to all requirements of the Request for Proposal.

---

Company Name

Authorized Company Representative

Title:

Signature

Date:
SECTION 7.0
Cover Page & Contact Person Information Form
Section 7.0
COVER PAGE & CONTACT PERSON INFORMATION
SANITATION SERVICES
RFP 22-18-19

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by either an authorized officer or principal of the Respondent. The “Contact Person” listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of Proposer(s): ________________________________
Federal Employee Identification (FEIN) Number: ________________________________
Mailing Address: ________________________________
City, State, Zip Code: ________________________________
Contact Person: ________________________________
Title: ________________________________
Email Address: ________________________________
Telephone Number: ________________________________
Fax Number: ________________________________
1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

2. By submitting a Proposal, the Respondent certifies that it has fully read and understands this Solicitation and has full knowledge of the scope, nature, and quality of Work to be performed.

3. The Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent agrees to hold this offer open for a period of one hundred twenty (120) days from the deadline for receipt of Proposals.

4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall comply with all of the requirements outlined herein.

Name of Company: ________________________________________________

Authorized Signature: ______________________________________________

Title of Officer: ___________________________________________________
Section 8.0
Minimum Qualifications and Proposal Submittal Checklist
## Section 8.0
### Minimum Qualifications and Proposal Submittal Checklist

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Check List</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.)</td>
<td>Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz.org report with your company registered in active status.</td>
<td>Submit Copy of Active Sunbiz.org Registration</td>
</tr>
<tr>
<td>2.)</td>
<td>Respondent must have a current City of North Miami Business Tax Receipt for Private Waste Collectors as of the proposal due date.</td>
<td>Submit Copy of Business Tax Receipts</td>
</tr>
<tr>
<td>3.)</td>
<td>Respondent must have successfully provided residential and/or commercial sanitation service, including solid waste, recyclable material, yard trash and bulk waste, to at least two (2) government agencies within the last five (5) years, preferably within the State of Florida.</td>
<td>Submit Form A14</td>
</tr>
<tr>
<td>4.)</td>
<td>Respondent must provide an irrevocable letter of commitment from a State of Florida licensed bonding company to provide a Performance Bond that will satisfy the requirements reflected in Section 2.10 of this Solicitation.</td>
<td>Performance Bond Letter of Commitment</td>
</tr>
<tr>
<td>5.)</td>
<td>In accordance with the City’s Code of Ordinance, Article III – Procurement Code, Section 7-176, a Proposal Guarantee is required for competitive sealed proposals when the price is estimated to exceed one hundred thousand dollars ($100,000.00). The amount of the guarantee shall be five percent (5%) of the total proposal amount.</td>
<td>Proposal Guarantee</td>
</tr>
</tbody>
</table>
Section 8.0
Minimum Qualifications and Proposal Submittal Checklist

SANITATION SERVICES
RFP 22-18-19

This checklist is provided for Proposer’s convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

Company Name:

<table>
<thead>
<tr>
<th>Tab/Page No.</th>
<th>Section One Forms</th>
<th>OFFICE USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cover Page/Information Sheet</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Minimum Qualifications Checklist</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Submittal Checklist</td>
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<table>
<thead>
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<th>Section Two Narrative Description</th>
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<tr>
<td></td>
<td>Table of Contents</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualifications and Experience</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Proposed Approach and Methodology</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Environmental Sustainability (Green) Initiatives</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Price Proposal</td>
<td></td>
</tr>
<tr>
<td></td>
<td>References</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Additional Information</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Tab/Page No.</th>
<th>Section Three (3) City Contract Forms</th>
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<tbody>
<tr>
<td>A-1</td>
<td>Public Entity Crimes Affidavit</td>
<td></td>
</tr>
<tr>
<td>A-2</td>
<td>Non-Collusive Proposal Certificate</td>
<td></td>
</tr>
<tr>
<td>A-3</td>
<td>Local Preference Affidavit <strong>(if applicable)</strong></td>
<td></td>
</tr>
<tr>
<td>A-3 (a)</td>
<td>Statement of Intent <strong>(if applicable)</strong></td>
<td></td>
</tr>
<tr>
<td>A-5</td>
<td>Acknowledgement of Addenda <strong>(if applicable)</strong></td>
<td></td>
</tr>
<tr>
<td>A-6</td>
<td>Disclosure of Subcontractors &amp; Suppliers <strong>(if applicable)</strong></td>
<td></td>
</tr>
<tr>
<td>A-14</td>
<td>References</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT 1
TRANSITION TASKS
<p>| EXHIBIT 1 |</p>
<table>
<thead>
<tr>
<th>TRANSITION TASK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Meeting with City Officials to discuss Service Implementation</td>
</tr>
<tr>
<td>Submit Residential Curbside Routing to the City for review and approval</td>
</tr>
<tr>
<td>Provide the City with a Safety Plan covering all aspects of the Contractor’s operations</td>
</tr>
<tr>
<td>Provide City with truck orders or verification of vehicle source(s)</td>
</tr>
<tr>
<td>Secure container source and provide verification to the City</td>
</tr>
<tr>
<td>Provide transition report to the City outlining plan to minimize disruptions during transition period</td>
</tr>
<tr>
<td>Provide to City written notice of why Residential Solid Waste is not considered Recyclable Material for review and approval</td>
</tr>
<tr>
<td>Provide to City written instructions to Customers which contains instructions on the proper procedures for setting out Recyclable Materials.</td>
</tr>
<tr>
<td>Provide to City a copy of Agreement for Commercial Customers</td>
</tr>
<tr>
<td>Secure vehicles</td>
</tr>
<tr>
<td>Provide to City vehicle paint color for review and approval</td>
</tr>
<tr>
<td>Provide in writing that all vehicles necessary to provide Sanitation Services</td>
</tr>
<tr>
<td>Provide City with a draft of the notice, brochures, and informational materials the Contractor intends to deliver to Customers concerning the Sanitation Services the Contractor will provide under this Agreement.</td>
</tr>
<tr>
<td>Follow-up meeting with City Officials to discuss status of Contractor’s Transition Plan and its implementation.</td>
</tr>
<tr>
<td>Disclosure notices mailed to commercial customers</td>
</tr>
</tbody>
</table>
EXHIBIT 2
Sample Rate Adjustment Calculation
### CPI-All Urban Consumers (Current Series)

#### Original Data Value

**Series Id:** CUSR0000SEHG  
**Seasonally Adjusted**  
**Series Title:** Water and sewer and trash collection services in U.S. city average, all urban consumers, seasonally adjusted  
**Area:** U.S. city average  
**Item:** Water and sewer and trash collection services  
**Base Period:** DECEMBER 1997=100  
**Years:** 2007 to 2017

<table>
<thead>
<tr>
<th>Year</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
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<td>2007</td>
<td>140.397</td>
<td>140.911</td>
<td>141.621</td>
<td>142.293</td>
<td>142.818</td>
<td>143.337</td>
<td>144.188</td>
<td>144.615</td>
<td>145.177</td>
<td>145.539</td>
<td>146.365</td>
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<td>2008</td>
<td>148.039</td>
<td>148.677</td>
<td>149.199</td>
<td>149.695</td>
<td>150.338</td>
<td>151.238</td>
<td>152.061</td>
<td>153.664</td>
<td>154.139</td>
<td>155.485</td>
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<td>2009</td>
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<td>158.904</td>
<td>159.809</td>
<td>160.548</td>
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<td>162.562</td>
<td>163.238</td>
<td>164.414</td>
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<tr>
<td>2010</td>
<td>166.687</td>
<td>167.734</td>
<td>168.470</td>
<td>169.311</td>
<td>170.048</td>
<td>170.505</td>
<td>171.222</td>
<td>171.834</td>
<td>172.675</td>
<td>173.168</td>
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<td>2015</td>
<td>210.177</td>
<td>211.017</td>
<td>211.469</td>
<td>212.016</td>
<td>212.724</td>
<td>213.426</td>
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<td>2016</td>
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<td>218.693</td>
<td>219.403</td>
<td>220.357</td>
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<td>222.957</td>
<td>223.456</td>
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</table>

**June 2016 is CPI-WST2**  
**June 2017 is CPI-WST1**

3.25% ← 3.25% is the percentage change (PC) in the CPI-WST from one year to the next. Calculated as follows: the sum of CPI-WST1 divided by CPI-WST2 - 1.