



City of

D E E R F I E L D

B E A C H

Request for Proposals

Recycling Roll Carts (35, 65, and 95 Gallon)
Including Assembly, Distribution, and Asset
Management and Inventory Software
RFP #2011-12/18

Purchasing Division
401 SW 4th Street, Deerfield Beach, FL 33441
Phone: 954-480-4381
Fax: 954-480-4388

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City of
D E E R F I E L D
B E A C H

April 27, 2012

**PUBLIC NOTICE
FOR
RECYCLING ROLL CARTS (35, 65, AND 95 GALLON)
INCLUDING ASSEMBLY, DISTRIBUTION,
AND ASSET MANAGEMENT AND INVENTORY SOFTWARE
RFP #2011-12/18**

DUE DATE: WEDNESDAY, MAY 30, 2012 AT 11:00 A.M. EST

The City of Deerfield Beach is seeking proposals from qualified firms, hereinafter referred to as the Proposer, to provide Recycling Roll Carts (35, 65, and 95 Gallon) including Assembly, Distribution, and Asset Management and Inventory Software in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Sealed Proposals shall be delivered in a sealed envelope and addressed to the Purchasing Division, 2nd Floor, 401 SW 4th Street, Deerfield Beach, FL 33441, until, Wednesday, May 30, 2012 at 11:00 a.m. EST, at which time and place the proposals will be publicly opened and the names of the Proposers will be read. All Proposers or their representatives are invited to attend the Proposal opening. Proposals shall be clearly labeled with the Proposer's legal name, address and telephone number, RFP title and number, and due date.

Proposers are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Deerfield Beach is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the due date and time will be returned to the Proposer unopened.

A cone of silence is in effect for this RFP. The cone of silence prohibits certain communications between potential respondents and the City.

An RFP document can be obtained through the City of Deerfield Beach, Purchasing Division on April 27, 2012. An RFP document may be requested by emailing sfrancis@deerfield-beach.com or picked up at the Purchasing Division, 2nd Floor, 401 SW 4th Street, Deerfield Beach, FL 33441. Proposals will only be accepted from registered plan holders who have obtained the RFP document from the Purchasing Division.

For additional information, please contact David Santucci, Purchasing Manager, at (954) 480-4380 or dsantucci@deerfield-beach.com.

Burgess Hanson
City Manager

SECTION 1 - INTRODUCTION AND INFORMATION

1.1 Purpose

The City is seeking a qualified firm to provide recycling carts in various sizes, assembly and distribution services, and asset management and inventory software for the City's recycling program.

It is the intention of the City to award a single contract to the first ranked Proposer responding to this Request for Proposals (RFP). However, the City reserves the right to award the Contract to more than one (1) successful Proposer.

1.2 City and Program Background Information

The City is the most northeast community in Broward County and it borders Boca Raton and Palm Beach County to the north, the Atlantic Ocean to the East, the Florida Turnpike to the West and the City of Pompano Beach to the South.

The City of Deerfield Beach is located on the world famous gold coast of Southeast Florida. The City is home to more than 78,000 residents and prestigious employers. The City of Deerfield Beach provides services and a quality of life that help residents and employers alike enjoy the lifestyle of South Florida and prosper in an ever-growing international economy.

The City has approximately 18,000 single family residential accounts that are serviced by the City's publically run full service solid waste and recycling divisions. Single family residents receive "cadillac" services consisting of twice a week garbage collection, once a week curbside recycling collection and once a week bulk collections.

The City has collected residential curbside recycling in a dual stream fashion since the early 1990's and services approximately 18,000 single family residences every week using 18-gallon bins in a manual, dual stream program. In an effort to increase recycling diversion, in 2011 Broward County introduced a grant funding program to cities within the County for the purchase of roll carts for use in new single stream curbside residential collection programs.

The department expects an expansion to carted, single stream collection will create a more convenient and user-friendly experience for residents, increase program participation and diversion rates while reducing disposal expenses, and enhance accessibility to recycling services for all residents. Single stream programs typically yield 50 to 75 percent greater volume in materials recovered and approximately doubles program participation.

The City anticipates implementing a recycling incentives program. This program is designed to increase recycling participation through local retail and service vendor promotions based on recycling program participation. As a result of the increase in communication and awareness with local vendors in the incentive program, the Department expects that the demand for commercial recycling services will also increase. This Request for Proposal procures the necessary carts for this project on a predictable delivery schedule.

1.3 Point of Contact

All inquiries concerning of this RFP, questions, and requests for additional information shall be sent in writing via mail, e-mail, or facsimile to:

City of Deerfield Beach, Purchasing Division
Attn: David Santucci, Purchasing Manager
401 SW 4th St.
Deerfield Beach, FL 33441
Fax: (954) 480-4380
E-mail: dsantucci@deerfield-beach.com

All responses to questions pertaining to the scope of services, specifications, or proposal requirements shall be issued through an official addendum.

1.4 Contract Term

1.4.1 Initial Term and Renewal Options

The initial contract term shall be for three (3) years and shall commence upon final execution of the Contract by the City or as otherwise indicated in the final contract. The City reserves the right to extend the contract for three (3) additional one (1) year renewal terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

1.4.2 Contract Extension

In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

1.5 Minimum Qualifications

1.5.1 Contractor must demonstrate they have experience with projects similar in nature, size, and scope to that described herein. The Contractor must also have an operational cart asset and work order management system in place for at least three (3) years in communities with similar makeup to the City.

1.5.2 The proposer must have at least (10) ten years of experience in the use of continuous production/manufacturing of carts for use in automated and semi-automated collection systems.

1.5.3 Cart and lid shall be made from the injection molded process only.

SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS**2.1 Independent Contractor**

The Proposer represents itself to be an independent firm offering such services to the general public and shall not represent itself or its employees to be employees of the City of Deerfield Beach. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Deerfield Beach, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.2 Sub-Contractors

If the Proposer proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the Proposer's response. Such information shall be subject to review, acceptance and approval of the City, prior to any Contract award. The City reserves the right to approve or disapprove of any proposed subcontractor in its best interest.

2.3 Addenda, Changes and Interpretations

Any inquiry or request for interpretation received seven (7) or more days prior to the due date for the opening of the Proposals will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum. Addenda will be issued via e-mail and sent to the e-mail address provided by each plan holder no later than five (5) days prior to the proposal opening date. Each prospective Proposer shall acknowledge receipt of such addenda in the space provided on the proposal form. All addenda are a part of the contract documents and each Proposer will be bound by such addenda, whether or not received by them. It is the responsibility of each prospective Proposer to verify that they have received all addenda issued before Proposals are opened. No verbal interpretations may be relied upon.

2.3.1 Failure to acknowledge receipt of addenda which affect price shall be considered a major irregularity; in which case, the proposal will be deemed non-responsive.

2.3.2 Failure to acknowledge receipt of addenda which do not affect price shall be considered a minor irregularity; in which case, the proposal will nevertheless be considered as though it had been received and acknowledged and the submission of the proposal will constitute acknowledgment of the receipt of same.

2.4 Multiple Proposals

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such a circumstance will lead to rejection of all responses in which the proposer is involved except for sub-proposers. If there is reason to believe that collusion exists between proposers, those parties' proposals will be rejected and deemed for City purposes to be a conviction of a public entity crime.

2.5 Variances

2.5.1 For purposes of proposal evaluation, Proposers must indicate any variances, no matter how slight, from the RFP General Conditions, Special Conditions, Specifications or Addenda. No variations or exceptions by a Proposer will be considered or deemed a part of the Proposal submitted unless such variances or exceptions are listed in the RFP and referenced in the space provided on the proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

2.5.2 By receiving a proposal, the City does not necessarily accept any variances contained in the RFP. All variances submitted are subject to review and approval by the City. If any Proposal contains material variances that in the City's sole opinion, makes that Proposal conditional in nature, the City reserves the right to reject the Proposal or part of the Proposal that is declared, by the City, as conditional.

2.6 Omission of Details

The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any services or material requested, shall be regarded as unintentional and should not serve to alleviate the contractor of their performance responsibilities.

2.7 Mistakes

Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the RFP. Failure of the Proposer to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract and may lead to rejection of a proposal.

2.8 Proposer's Cost

The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

2.9 Proposal Acceptance

Any proposal may be withdrawn up until the proposal opening date and time (due date). Any proposal not so withdrawn shall upon opening constitute as an irrevocable offer to the City to provide the services set forth in the RFP. Proposer warrants by virtue of submitting the Proposal that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the City for a period of ninety (90) days from the date of RFP opening unless otherwise agreed upon by the City and Proposer.

2.10 Rejection of Proposals

The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.

2.11 Proposer Qualifications
 Proposer shall be in the business of providing Disaster Debris Monitoring Service and must possess sufficient financial support, equipment and organization to insure that it can satisfactorily perform the services if awarded a Contract. Proposers shall satisfy each of the following requirements cited below. Failure to do so will result in the Proposal being deemed non-responsive.

- 2.11.1 Before awarding the Contract, the City reserves the right to require that the Proposer submit such evidence of their qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a Proposer, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.
- 2.11.2 Proposer shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- 2.11.3 Neither Proposer nor any principal, officer, or stockholder of Proposer(s) shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.12 Proposer's Experience Record
 The City shall have the right to investigate the financial condition and experience record of each prospective Contractor and determine to its satisfaction the competency of each to undertake the services requested by this proposal.

2.13 Qualifications Statement
 Each Proposer shall complete the Qualifications Statement, and submit the same with the Proposal. Failure to submit the Qualifications Statement and the documents required there under with the Proposal may constitute grounds for rejection of the Proposal.

2.14 Licenses and Certifications
 The Proposer shall be appropriately licensed to perform the work and scope of services. Proposer shall possess at the time of proposal opening all required licenses and certifications. The Proposer shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits. Copies of all licenses and certifications shall be submitted with the Proposal Package.

2.15 Insurance

- 2.15.1 The Proposer's response shall include a copy of any certificate of insurance which provides evidence of insurability meeting the minimum insurance requirements stated in the Special Terms and Conditions. The Proposer shall assume full responsibility and expense to obtain all necessary insurance.
- 2.15.2 The successful proposer shall not commence operations pursuant to the terms of this RFP and the attached Contract, until certification or proof of the insurance requirements set forth within the

attached Contract have been received and approved.

2.16 Indemnification
 The Contractor shall at all times indemnify, hold harmless and, at City Attorney's option, defend or pay for an attorney selected by City Attorney to defend the City of Deerfield Beach, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of the Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the City by reason of any such claim, cause of action or demand, the Contractor shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Contract may be retained by City until all of City's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City.

2.17 Legal Requirements
 Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a proposal response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

2.18 Protest Procedures
 In accordance with Section 38-139 of the City of Deerfield Beach Code of Ordinances, if a Proposer intends to protest a solicitation or proposed award the following shall apply:

- 2.18.1 Any Proposer who is aggrieved in connection with the pending award of a contract or any element of the process leading to the award of or contract may protest to the Purchasing Manager. A protest must be filed within five business days after notification of the recommendation of the selection/evaluation committee or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest is received by the Purchasing Manager.
- 2.18.2 Upon receipt of a protest of the pending award of a contract, the Purchasing Manager shall review the charge to determine whether the protest was timely filed. If upon review the Purchasing Manager determines that the protest was not

timely filed, the Purchasing Manager shall dismiss the protest. If it is determined that the protest was timely filed, the Purchasing Manager shall notify all Proposers of the protest and inform them of the scheduled hearing before the City Commission and of their right to intervene. Any Proposer may formally intervene in the proceeding by filing a request to intervene with the Purchasing Manager.

- 2.18.3** The Purchasing Manager shall require a deposit from a protester to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be forfeited to the City. The deposit shall be in the form of cash, a cashier's check, or a payment bond and shall be in the amount of 1% of the amount of the pending award, with a minimum deposit of \$250 and a maximum deposit of \$1,000.
- 2.18.4** The protester and intervener(s) may file written documentation relating to the protest with the Purchasing Manager. It shall be the obligation of such protester or intervener(s) to deliver said documentation at least one week prior to City Commission action on the protest.
- 2.18.5** The City Commission may hear from the protester and intervener(s) in its discretion or may dispose of the protest without permitting presentations on the protest. If, on its face, the protest does not state sufficient cause to warrant remedial action, the City Commission may deny the protest without further participation by the protester or intervener(s). The Commission, in its sole discretion, may deny the protest, grant the protest and fashion relief or remedial action as it deems appropriate, or reject all proposals and begin the RFP process again.

2.19 Background Checks

- 2.19.1** Any bid, contract or request for proposal which requires a contractor, subcontractor, consultant or sub-consultant to perform work in or on city property shall include a requirement for a criminal background check for any person employed by or under contract with the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on city property.
- 2.19.2** Contractors and consultants shall, at their expense, obtain a criminal background check through Florida Department of Law Enforcement Computerized Criminal History (CCH) data base for each person employed by or under contract with the contractor, subcontractor, consultant or sub-consultant having access to city property prior to beginning the work.
- 2.19.3** All criminal background checks must be conducted prior to any covered individual's initial access to city's property and, depending on the contract's term, on an annual basis thereafter. The contractor or consultant shall be required to submit an affidavit on the form included with the

bid documents, the request for proposal or the request for qualifications certifying that background checks have been completed for all employees as set forth in subsection (b) above who will perform work on city property and certify that no employee who has been convicted or who has entered a plea of nolo contendere for any crime set forth within subsection (d) below shall perform work on city property. Such affidavit shall be submitted to the contract administrator prior to any work being performed. Contractor or consultant shall maintain records of the criminal history checks for each person doing work on city property during the contract period and for one year thereafter and shall make such records available for inspection and verification by city.

- 2.19.4** If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the contractor or consultant shall not assign the individual to any work in or on city property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the city's express written authorization. In the event that the contractor or consultant intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.
- 2.19.5** The city reserves the right to approve or disapprove whether a contractor's or consultant's employees perform the services for the city. Disapproval would apply solely to the bid, request for proposal or contract at issue and would have no bearing on the contractor's or consultant's employment of an individual outside of the bid, request for proposal or contract.
- 2.19.6** The city may conduct its own independent background checks and bar any covered individual from accessing the city's property in its complete discretion. The contractor's or consultant's failure to comply with the terms of this provision shall be considered a material breach rendering the contractor or consultant in default and allowing immediate termination by the city.
- 2.19.7** At the discretion of the city manager, this section shall not be applicable during a declared emergency situation, including, but not limited to, emergency cleanup of debris following a major storm.
- 2.19.8** To the extent that work is being done on city property, the criminal background check procedure shall apply to a competitive solicitation process for contractors or consultants who seek to enter into a contract or award of money to perform governmental, quasi-governmental,

social, or human services primarily for charitable, benevolent, humanitarian, or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that promote or assist with the care, education, health, standard of living, or general welfare of people in the City of Deerfield Beach, or that promote or assist community or neighborhood enhancements.

2.20 Cone of Silence

In accordance with Section 38-140 of the City of Deerfield Beach Code of Ordinances, during the course of a competitive solicitation, a Cone of Silence shall apply as follows:

- 2.20.1** A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.
- 2.20.2** Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.
- 2.20.3** The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing Manager for the City.
- 2.20.4** Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Commission.

2.21 Small Disadvantaged Business Entity (SDBE)

In accordance with Section 38-146 of the City of Deerfield Beach Code of Ordinances, during the course of a competitive solicitation, a Small Disadvantaged Business Entity preference shall apply as follows:

- 2.21.1** The city commission does hereby establish a goal of 15 percent participation by SDBEs for all competitively bid contracts in excess of \$50,000.00. Such participation shall be a goal of the City of Deerfield Beach City Commission and shall be subject to the terms and the conditions set forth herein. The SDBE Participation

Affidavit, to be filed with all competitive bids, is attached below.

2.21.2

Unless specifically exempted by resolution of the city commission, or otherwise set forth herein, each contract which is competitively bid or the subject of a request for proposal shall include a requirement that the contractor commit to the expenditure of at least 15 percent of the contract award with one or more SDBEs where the city estimates that the eventual cost will exceed \$50,000.00. This requirement may be completely or partially waived by the city commission or city manager if it is determined that a different percentage commitment should apply based upon the availability and capacity of SDBEs in the applicable industry, service or commodity or where the city commission or city manager determines that the goods or services sought will not require the use of subcontractors. A business enterprise owned by a woman who is a member of a minority group may be counted on a particular contract as an MBE or WBE but not both. This commitment may be met by contractor status as MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor to the extent of the MBE or WBE participation in such joint venture, or by subcontracting a portion of the work to one or more MBEs or WBEs by the purchase of materials or services for the work from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business but no dollar amount of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor, or by any combination of the foregoing. Unless exempted or waived as set forth above, a contractor's bid is non-responsive if it does not identify the SDBE utilization and contain a commitment to at least the SDBE percentage commitment stated in the contract specifications unless SDBE unavailability documentation, a copy of which is attached hereto, is accurately completed and submitted with the bid. The city manager may change the form of the affidavits required.

2.21.3

In all contracts governed by this subdivision SDBE participation (or as required in bid specifications or requests for proposal) or an effort to secure said participation shall be deemed a part of the award evaluation process. The city commission may, by motion, require the provisions of this subdivision to apply to requests for proposals or other contract awards.

2.22 Ethics Code

Proposers are required to acquaint themselves with the provisions in the City of Deerfield Beach's Ethics Code (Ordinance No. 2009/06). The City Commission will strictly apply the Ethics Code. Section (5) "Disclosure and Behavior Requirements of Applicants and Person/Entity seeking a City contract or currently doing business with the City" is of immediate interest. Proposer shall complete the Disclosure Form (attached). Failure to do so may result in the in the Proposer's proposal being deemed non-responsive.

2.23 Public Records / Confidential Information
 Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from the Public Records Law, then the Proposer must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

2.24 Public Entity Crimes Information Statement
 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.25 Anti-Collusion
 The Proposer certifies that it has not divulged, discussed or compared its proposal with other proposers, except subproposers if they form part of the response and has not colluded with any other proposers or parties to a proposal whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of material or service. Any violation of this provision will result in the immediate cancellation of the contract and removal from the proposer's list.

Each Proposer shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. The City considers the failure of the Proposer to submit this document to be a major irregularity and shall be cause for rejection of the Proposal.

2.26 Conflict of Interest

2.26.1 The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

2.26.2 No contract will be awarded to a Proposer who has City elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Proposers

must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the City's Proposer's List and prohibition from engaging in any business with the City.

2.27 No Contingent Fee
 Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the Contract. For the breach or violation of this provision, the City shall have the right to terminate the Contract without liability at its discretion.

2.28 Special Conditions
 Any and all Special Conditions contained in this RFP that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

2.29 Entire Agreement
 This Request for Proposal, all attachments and exhibits, addenda, and the resulting Contract attached states the entire contract between the parties hereto with respect to the subject matter hereof, an all prior and contemporaneous understandings, representations and agreements are merged herein or superseded hereby. No alterations, modifications, release or waiver of this contract or any provisions hereof shall be effective unless in writing executed by the parties.

2.30 Contract
 A draft copy of the Contract is made a part of this RFP. The final Contract shall be forwarded the awarded Contractor upon Commission approval and may contain additional terms and conditions agreed upon between the City and Contractor. The City Manager shall be authorized to execute said Contract on behalf of the City.

2.31 Nonexclusive Contract/Additional Services
 Proposer agrees and understands that the Contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

2.32 Assignment
 Contractor shall not transfer or assign or subcontract the performance required by this RFP without the prior written consent of the City. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.

2.33 Waiver
 It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the contract, or the right or obligations of any party under it, unless such

waiver or modification is in writing, duly executed as above. The parties agree that provisions of this paragraph may not be waived except by a duly executed writing.

2.34 Survivorship Rights

This contract shall be binding on both parties to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assignees.

2.35 Severability

If any term or provision of this contract is found to be illegal and unenforceable, such term(s) shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

2.36 Default and Termination

2.36.1 Termination for Cause

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

2.36.2 Termination for Convenience

Upon thirty (30) calendar days written notice to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

2.36.3 Cancellation for Unappropriated Funds

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

2.37 Contract Administration

Overall performance under the resultant contract shall be supervised by the Director of Environmental Services or designee. If at any time during the contract period, performance is deemed to be unsatisfactory, the City shall issue a formal letter to the Contractor. Upon notification by the City, Contractor shall take such steps necessary to perform as per contract requirements.

2.38 Advertising

In submitting a proposal, the proposer agrees not to use

the results there from as a part of any commercial advertising without the prior written consent of the City.

2.39 Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

2.40 Service Test Period

If the Proposer has not previously performed the services to a City, the City reserves the right to require a test period to determine if the Proposer can perform in accordance with the requirements of the Contract, and to the City's satisfaction. Such test period may be from sixty (60) to one-hundred twenty (120) days, and will be conducted under all specifications, terms and conditions contained in the Contract

2.41 Other Governmental Agencies

If the Proposer is awarded a contract as a result of this RFP, Proposer may, if Proposer has sufficient capacity or quantities available, provide to other government agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the RFP and resulting contract.

2.42 Transfer of Responsibility

Upon expiration, termination, or cancellation of the contract, the contractor shall assist City of Deerfield Beach to insure an orderly transfer of responsibility and/or continuity of those services required under the terms of the contract to an organization designated by City of Deerfield Beach, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

2.42.1 The contractor shall deliver, FOB destination, prepaid, all records, documentation, reports, data, recommendations, master, or printing elements, etc., which were required to be produced under the terms of the contract to City of Deerfield Beach and/or to City of Deerfield Beach's designee within seven (7) calendar days after receipt of the written request. Any and all records which are on electronic media must be delivered in a format which is compatible with the system(s) currently in use by City of Deerfield Beach.

2.42.2 The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

SECTION 3 - SPECIAL TERMS AND CONDITIONS

3.1 RFP Schedule

The City will use the following tentative schedule in the competitive solicitation process. The City reserves the right to change and/or delay scheduled events.

Event	Date
RFP Available	04/27/12
Last Date for Question	05/23/12
Issue Addenda (if required)	05/25/12
Proposal Opening (DUE DATE)	05/30/12 at 11:00 a.m. EST
Evaluation Committee Review/Short Listing	06/11/12 – 06/15/12
Oral Presentations/Final Ranking (if applicable)	06/18/12 – 06/22/12
Commission Meeting	07/17/12
Contract Commencement	08/01/12

3.2 Submission and Receipt of Proposals

3.2.1 One (1) clearly marked original, four (4) copies, and one (1) electronic version (CD, DVD, or Flash Drive) of the proposal shall be submitted on or before the due date and time. EST, in one single sealed envelope or package. Faxed proposals will not be accepted under any circumstances. The City shall not be responsible for the premature opening of a Proposal not properly marked and identified as required herein. The envelope shall be clearly marked on the exterior with the following information:

- 1) Recycling Roll Carts (35, 65, and 95 Gallon) Including Assembly, Distribution, and Asset Management and Inventory Software
RFP #2011-12/18
- 2) Due Date
- 3) Company/Proposer's Name, Point of Contact, Address, and Phone Number
- 4) City of Deerfield Beach
Purchasing Division
401 SW 4th St.
Deerfield Beach, FL 33441

3.2.2 Any erasures or corrections on the proposal must be made in ink and initialed by the Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or filled in with pen or ink. Proposers shall use the proposal forms provided by the City. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.

3.2.3 Proposals must contain a manual signature of the authorized representative of the Proposer. The address, e-mail and telephone number for communications regarding the Proposal must be shown.

- 3.2.3.1** Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

3.2.3.2 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

3.2.4 All Proposals received from Proposers in response to the Request for Proposal will become the property of the City of Deerfield Beach and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

3.2.5 Proposals will be publicly opened in the Purchasing Division, 2nd Floor, 401 SW 4th Street, Deerfield Beach, FL 33441. The Proposer's name will be read aloud. Proposers and the public are invited to attend. Proposals will be tabulated and made available for review by Proposers and the public at such time as the City provides notice of an intended decision or until 30 days after the proposal opening, whichever is earlier.

3.3 Proposer Qualifications

Proposer shall be in the business of providing Recycling Roll Carts (35, 65, and 95 Gallon) Including Assembly, Distribution, and Asset Management and Inventory Software and must possess sufficient financial support, equipment and organization to insure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the Scope of Services to at least one City similar in size and complexity to the City of Deerfield Beach or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the services.

Proposers shall satisfy each of the following requirements cited below. Failure to do so will result in the Proposal being deemed non-responsive.

3.3.1 Minimum Qualifications

- Contractor must demonstrate they have experience with projects similar in nature, size, and scope to that described herein.
- The proposer must have at least (10) ten years of experience in the use of continuous production/manufacturing of carts for use in automated and semi-automated collection systems.
- Cart and lid shall be made from the injection molded process only.

3.3.2 Before awarding the Contract, the City reserves the right to require that a Proposer submit such evidence of his/her qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a Proposer, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

3.3.3 Proposer shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

3.3.4 Neither Proposer nor any principal, officer, or stockholder of Proposer(s) shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

3.3.5 Each Proposer shall complete the Qualifications Statement, attached herein and submit the same with the Proposal. Failure to submit the Qualifications Statement and the documents required there under with the Proposal may constitute grounds for rejection of the Proposal.

3.4 Evaluation Procedures

Evaluation of the proposals will be conducted by an Evaluation Committee of qualified City Staff, or other persons selected by the City Manager or designee. Proposals shall be evaluated based upon the information and references contained in the proposals as submitted. The Evaluation Committee will evaluate all responsive proposals based on the following weighted criteria:

3.4.1 Weighted Criteria

Criteria	Weight
Understanding of the Project and City's Objectives	1, 2 or 3
Conformity to the Specification	
Approach to Assembly and Distribution	
Technology and Software	
Qualifications and Experience	
Price	

3.4.2 The Committee shall short list no less than three (3) Proposals, assuming that three Proposals have been received, that it deems best satisfy the weighted criteria set forth herein.

3.4.3 The committee may conduct interviews and/or require oral presentations and product demonstrations from the short listed Proposers. The Evaluation Committee shall then re-rank the short listed firms in accordance with the weighted criteria.

3.4.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

3.4.5 The Evaluation Committee shall make a recommendation to the City Commission based on its final ranking. The City Commission shall, in its sole discretion, have the authority to either (1) approve the evaluation committee's ranking/evaluation and recommendation; (2) recommend rejection of all submittals based upon a stated reason; or (3) send the ranking/evaluation back to the evaluation committee to conduct further evaluations consistent with the requirements of the RFP or RFQ and the evaluation committee may either ratify the ranking/evaluation or re-rank the firms. The city commission reserves the right to re-rank in accordance with Section 38-130 of the Code of Ordinances.

3.5 Contract Award

3.5.1 The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all Proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the proposal process.

3.5.2 Upon award of a Contract by the City Commission, the City Manager is authorized to execute the Contract on behalf of the City.

3.6 Required Documents and Information

The following shall be submitted in the order listed below as a condition of this RFP. Proposals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary, nor desired, unless specifically requested. The proposal shall be organized and divided into the sections indicated below. The following is not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of the services. Additional documents and information should be provided as deemed appropriate by the Proposer.

Proposals should be organized as listed below, with each part being clearly marked and tabbed.

3.6.1 Transmittal Letter

A submitted proposal must be accompanied with a transmittal letter that must include the Proposer's company or business name, the name of the person who can bind the Proposer, and its mailing address, telephone number, and email address. The transmittal letter and proposal must be signed by an officer of the Proposer who is empowered to sign such material and to commit the Proposer to the obligations contained in the proposal.

3.6.2 Required Forms (Tab 1)

- Proposal Requirements Checklist
- Proposer's Certification
- Qualification Statement
- Schedule of Proposal Prices
- Scope of Services/Statement of Work
- Schedule A – Disclosure Form
- Public Entity Crimes Statement
- Indemnification Clause
- Non-Collusive Affidavit
- Drug Free Workplace
- Background Check Affidavit
- Local Business Affidavit (if applicable)
- SDBE Affidavit
- References
- Variances to the RFP (if applicable)
- Local Business Tax Receipt
- Copy of a Certificate of Insurance
- Required Professional Licenses and Certifications
- Product Warranties
- Software Licensing Agreements (SLA's) (If applicable)
- Cart Samples

3.6.3 Technical Proposal (Tab 2)

The Technical Proposal shall not be more than twenty (20) pages single-sided. Each Proposer should provide a complete and concise explanation of how it will provide the requested carts, assembly and distribution services, and asset management and inventory software for the City's recycling program. At a minimum, the proposal should include the following for each option proposed:

3.6.3.1 Project Description and Approach

Contractor shall demonstrate their understanding of the project described herein. As part of the contractor's description of the project, they should further be able to clearly illustrate how their organization will approach the project, and in detail describe how they propose to meet the City's objectives including cart procurement, A & D services, and asset management and inventory software for the City's recycling program.

3.6.3.2 Specifications

Contractor shall provide all necessary and relevant specifications for their products and services, including roll carts, A & D services, and asset management and inventory software for the City's recycling program. Required specifications are noted throughout this proposal including but not limited to: resin weight, wall and lid thickness, dimensions, etc. Proposal shall also clearly illustrate the technical specifications of a contractor's asset management and inventory software, and the necessary hardware that will be included as part of the contractor's proposal package. This section should also include the following:

- a. Description of the user interface of the Asset Management, Work Order, and Reporting Software System.
- b. Demonstrate this integration with RFID tracking systems and provide proof of references.
- c. Provide any option for the repurchase/recycling of carts at the end of their useful life.
- d. Technical data sheet(s) from the resin producer.
- e. A statement certifying that all of the plastic resin and additives will be hot-melt blended.
- f. Independently certified copies of all ANSI test results with proposal. Test results must state load (in pounds) under which tests were conducted. The ANSI Appendix D test for "Loading and Unloading Test for Carts" must clearly state that the required 520 dump cycles under the cart's full rated load were performed on both a Semi-Automated Cart Lifter and a Fully Automated Grabber Arm.
- g. State the average tipping forces required to maneuver a fully loaded cart when tilted to the roll position and provide documentation that conforms to ANSI Z-245.60 Force-to-Tip testing that clearly defines the cart's maximum average tipping force.
- h. A listing of the number of separate parts that comprise each cart to include but not limited to; lid, body, wheels, axle, catch bar, rivets, lid fastener components, etc. A maximum of 8 parts is preferred.
- i. A listing of replacement parts available for their model cart.
- j. Cart assembly instruction sheet including a list of cart parts and a list of tools needed for assembly.
- k. Clearly state:
 1. Height, depth, and width in inches for 95, 65, and 35-gallon carts.
 2. Liquid capacity in gallons for 95, 65, and 35-gallon carts.
 3. Resin weight for 95, 65, and 35-gallon carts in pounds of resin.
 4. Body wall thickness in inches.
 5. Lid wall thickness in inches.
 6. Lid hinge attachment width in inches.

7. Critical wear point thickness in inches.
8. Maximum average tipping force for 35, 65, and 95-gallon carts in pounds of tipping force.

3.6.3.3 Value-Add

Contractor shall illustrate how their proposal, in addition to the required elements, adds value to the City's recycling program in the areas of sustainability, education, community partnerships, and product stewardship. E.g.: During the initial pilot, carts were manufactured using HDPE sourced directly from the City's program demonstrating a locally closed-loop process. Other examples include the use of post-consumer recycled materials in the manufacturing process, as well as other innovative or emerging solutions. Value-Add elements are not required, although preference will be given to proposals that demonstrate these factors.

3.6.3.4 Implementation Plan

Provide an A & D implementation plan that includes a detailed timeline of a typical A & D event. If the Contractor utilizes third party contractors to conduct the service, proposals must demonstrate the contractor's ability to insure the A & D process meets or exceeds the following City criteria. The proposal shall demonstrate a system or process that guarantees in no way carts can be incorrectly associated to a delivery address.

3.6.3.5 Warranty and Recycling

Proposal shall describe the contractor's unconditional warranty process and ability to recycle any City carts (regardless of manufacturer) deemed out of service.

3.6.4 Qualifications and Resumes (Tab 3)

This section shall not be more than ten (10) pages single-sided. A Proposer should demonstrate its qualifications to successfully provide the required cart manufacturing, A & D services, and asset management and inventory software implementation for the City's recycling program as outlined in its technical proposal. At a minimum, a proposal should include the following information:

3.6.4.1 Corporate History

The Proposal should provide a brief history of all entities involved in the proposal, including the types of related services provided and period of time providing such services. Clearly state total number of RFID enabled carts currently in service and total number of customer locations that have received contractor's RFID enabled carts.

3.6.4.2 Key Personnel

The Proposal should include the names, titles, respective roles, location and resumes of key personnel and decision-makers who would be responsible for overseeing the cart manufacturing, A & D services, and asset management and inventory software implementation, if applicable. Resumes should not exceed two (2) pages in length, and must detail the person's past experience as it relates to the services and products as outlined.

3.6.5 Experience and References (Tab 4)

This section shall not be more than ten (10) pages single-sided. A Proposer should demonstrate its experience successfully providing the required cart manufacturing, A & D

services, and asset management and inventory software implementation similar in scope to those requested in this RFP and as outlined in its technical proposal. At a minimum, proposals should include the following information:

3.6.5.1 Similar Experience

The Proposal should explain the Proposer's relevant experience, including cart manufacturing, A & D Services, and asset management and inventory software implementation. Please illustrate your experience in providing communities with RFID enabled carts.

3.6.5.2 References

A Proposer should provide up to six (6) references, preferably public sector customers of similar size and scope to the City, for which the Proposer has provided services similar to those required in this RFP, preferably within the last three (3) years. Referenced projects should be located in the United States or in Canada. Reference information should include a contact person, title, affiliation, address, telephone number, email address, and a summary of the operation.

3.7 Delivery

All items shall be delivery FOB destination to a specified City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made within ninety (90) days of receipt of a purchase order. The City reserves the right to reject deliveries of orders due to nonconformity of the specifications.

3.8 Quality Control

A cart will be chosen at random from each delivery for compliance testing with specifications herein. If a cart does not meet specifications, two additional carts will be chosen and inspected for specification compliance. The entire shipment will be considered not in compliance with specifications if either one of the additional carts fails to meet specifications. The Contractor shall be notified of such non-conformity and the City shall have the right to:

1. Reject the entire shipment, at no consequence to the City and at Contractor's expense, and carts shall be returned to the factory for correction.
2. At the City's sole discretion, accept the shipment and the contractor shall pay the City any costs of making corrections.

3.9 Liquidated Damages

In the event the Contractor does not deliver the carts to the City, and/or deliver assembled carts to residents as stipulated herein, including accurately maintaining the address assignments of carts by serial and RFID tag number, the City may assess liquidated damages in an amount equal to \$500.00 per day for each day until delivery to City, and/or delivery of assembled carts to residents is completed as stipulated in the Production and Deliver Schedule.

3.10 Samples, Demonstrations, and Testing

Samples shall be furnished free of charge to the City. Samples of each size cart are to be delivered by the proposal due date and time. Failure to deliver samples by the due date and time may deem the proposal non-responsive. Each sample must be marked with the Bidder's name and manufacturer's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Bidder. Sample carts may be tested and put through a series of rigorous real world tests to simulate daily use. It will be at the discretion of

the City to the tests performed and a testing committee will review the performance of each cart. Failure to pass all portions of the testing could result in disqualification of the proposer.

3.11 Warranty

- 3.11.1** All carts furnished shall be fully (100%) warranted against defects in materials and workmanship for a minimum period of ten (10) years from the date of acceptance of delivery. This warranty shall be unconditional and non-prorated, providing the City with an assurance of full replacement. The word "cart" for the purposes of this Warranty shall be defined as a complete fully functional unit including lid, handle, wheel assembly, hardware, imprints, markings and in-molded label, and all other component parts.
- 3.11.2** Any cart or component parts that do not conform to the technical requirements or that fail by reason of inadequate or improper materials, defective workmanship, insufficient resistance to weathering or for any other cause whatsoever other than negligence or abuse shall be replaced within thirty (30) days.
- 3.11.3** Defective bodies are to be replaced under warranty. They shall be replaced as complete carts, i.e., with lids and wheels provided.
- 3.11.4** The proposer must submit with its proposal a warranty specimen of the exact warranty offered for the carts described herein. The warranty must specifically provide for no-charge replacement of any component parts that fail in materials or workmanship for a period of ten (10) years after installation. The transportation costs of sending the warranty carts to the City shall be assumed by the proposer.
- 3.11.5** The proposer's warranty is understood to include, whether stated in proposer's warranty or not, the following:
- a. Failure of the lid to prevent rainwater from entering the cart when in the closed position.
 - b. Damage to the cart body, lid or any component parts through opening or closing the lid.
 - c. Failure of the lower lift bar from damage during interface with standard ANSI approved lifting devices.
 - d. Failure of the body and lid to maintain their original shape.
 - e. Damage or cracking of the cart body through normal operating conditions.
 - f. Failure of the wheels to provide continuous easy mobility as originally designed.
 - g. Failure of any part to conform to minimum standards as specified herein.

3.12 Quantities

No guarantee or warranty is given or implied by the City as to the amount that may or may not be purchased from any resulting contract. The City reserves the right to increase or decrease quantities or add or delete any item from the contract if it is determined to be in the best interest of the City at its sole discretion.

3.13 Price

Proposer shall quote a firm, fixed price for the items listed in the scope of services and on the schedule of proposal prices. Prices shall include all costs associated with the project including labor, equipment, supplies, management, travel, etc.

3.14 Cost Adjustments

3.14.1 Cart

Prices quoted in response to this Proposal solicitation shall be firm for the first 90 days of the contract period. After the first 90 days, pricing for the cart component only of this proposal may be revised based on the price change in HDPE resin for Large Buyer Contract prices for Medium Quality Injection Molding as documented by the Chemical Data Monthly Petrochemical & Plastics Analysis Report as produced by Chemical Data (CDI), 1111 North Loop West, Suite 1140, Houston, Texas 77008. Price adjustments as a result of resin increases or decreases will only be allowed on a quarterly basis, and resin prices at the beginning of the quarter shall be used for the entire quarter (three-month period). Quarter adjustment periods are as follows: June 2012 CDI pricing will be utilized for orders placed in July 2012, August 2012, and September 2012; September 2012 CDI pricing will be utilized for orders placed in October 2012, November 2012, and December 2012; December 2012 CDI pricing will be utilized for orders placed in January 2013, February 2013, and March 2013; and March 2013 CDI pricing will be utilized for orders placed in April 2013, May 2013, and June 2013. Subsequent years in the contract will follow this same adjustment schedule.

Should the market price of resin increase or decrease from the initial proposed unit price, the increase/decrease will be reflected in the unit price per cart based on the quarterly schedule listed above throughout the term of the contract, for the amount of resin per pound per cart (95 and 65-gallon) as specified in this proposal. There will be no more than one (1) price adjustment per quarter. Request for price changes shall be received in writing at least twenty (20) days prior to the effective date or at the time of an order request, and are subject to written acceptance from the City before becoming effective. Proof of the validity of a request for a price change shall be the responsibility of the successful proposal but at a minimum the Contractor shall provide to City certified documentation including the CDI monthly report for the correct period. The City reserves the right to accept or reject any price increase(s) and to cancel any and all item(s) under the contract for which price increase(s) is/are considered unacceptable.

3.14.2 All Other Cost Adjustments

Costs for all services, equipment, software, and software maintenance, and all proposed costs other than carts purchased under this contract shall remain firm for the initial contract term. Costs for subsequent optional renewal terms and any extension terms shall be subject to an adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract term then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the expiration of the current contract term. Any approved cost adjustment shall become effective on the first date of the renewal or extension contract term.

In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in the costs of services that reflect the cost change in the CPI or industry, or as mutually agreed upon by City and Contractor.

The City has the right to refuse to accept the requested cost increase or decrease if it is not properly documented, submitted less than ninety (90) days from the contract expiration date, or considered by the City to be excessive or insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

3.15 Software

3.15.1 Licensing and Use Rights

- All software licensing agreements resulting from this RFP and the resulting Contract shall provide for usage to the City on a global basis.
- The license shall provide for use by any employee in the City only, and shall not be limited in terms of number of people, name, or job title.
- Should the software not be proprietary to the Contractor, all licensing expenses shall be born on the Contractor and included in the annual software maintenance costs.
- There shall be no additional charges for moving the software, or changing hardware or operating systems.
- The software may be username and password protected.

3.15.2 Software Maintenance

- Software Maintenance shall include at a minimum all enhancements and new releases subsequent to the initial purchase.
- Software maintenance shall provide for, at a minimum, support of prior releases, remote customer support, and error/bug corrections.
- Problem priority levels shall be defined as follows and provide for satisfactory response and resolution times according to the criticality of the issue.
 - Priority One (1) - Failures are major system failures that render the system completely unusable and/or inoperable, and are considered to be operationally unacceptable by the City.
 - Priority Two (2) - Failures are major and minor system failures that significantly reduce system operability and usability, and are considered to be operationally unacceptable by the City
 - Priority Three (3) - Failures are minor system failures that minimally reduce system operability and usability, and are considered to be operationally acceptable by the City.
 - Priority Four (4) - Failures are minor system failures and punch list items that have little to no effect on system operability and usability, and are considered to be operationally acceptable by the City.
- Should the Contract be terminated for cause or should the Contractor default, the Contractor shall provide a prorated refund for software maintenance paid by the City.

3.15.3 Source Code

The Contractor shall provide all source code for the proposed solution or at a minimum arrange that all source code be kept in escrow with a third party on behalf of the City.

3.15.4 System Data

Ownership of all input data gathered and output data produced by the Asset Management

Work Order, and Reporting System shall be the City's. The Contractor shall provide such data to the City within thirty (30) days written request by the City, termination of the Contract, or default by the Contractor. All data shall be delivered in a renderable format.

3.16 Insurance Requirements

3.16.1 Coverages

Successful Proposer shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance.

3.16.1.1 Commercial Liability Insurance

A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Premises and/or operations
- Independent contractors
- Products and/or completed operations for contracts
- Broad form contractual coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract
- Personal injury coverage with employee and contractual exclusions removed, with minimum limits of coverage equal to those required for bodily Injury liability and property damage liability.

3.16.1.2 Business Automobile Liability

Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

3.16.1.3 Workers Compensation Insurance

Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Million Dollars (\$1,000,000.00) each accident.

3.16.2 General

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

3.16.2.1 Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Contractor shall pay all deductible amounts, if any. Contractor shall specifically protect City and the Deerfield Beach City Commission by naming City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

3.16.2.2 Contractor shall furnish to City's Contract Administrator Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. Contractor's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Contract.

3.16.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is complete. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

3.16.2.4 City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Contractor uses a subcontractor, Contractor shall ensure that subcontractor names City as an additional insured.

SECTION 4 – SPECIFICATIONS / SCOPE OF SERVICES

4.1 Plastic Roll-Cart (35, 65 and 95 gallon)

4.1.1 Manufacturing Process

Each cart and lid must be made from the injection-molded process only.

4.1.2 Plastic Material

Base plastic resin for the cart body and lid must be first quality high-density polyethylene (HDPE) supplied by a national petrochemical producer such as Dow Chemical or Exxon Mobil. Off-spec or wide spec material and dry blending of material is not acceptable.

4.1.3 Resin Additives

The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished cart. All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. The cart shall be protected against ultraviolet rays with an ultraviolet stabilizer additive with no less than one and one half percent (1.5%) by weight.

4.1.4 Interior Construction

The interior surface must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the carts could become trapped.

4.1.5 Rim of Body

The top of the cart body shall be molded with a reinforced rim to add structural strength and stability to the cart and to provide a flat surface for lid closure. This reinforced rim shall have a raised inner perimeter to serve as a barrier to escaping odors, intrusion of pests, and to prevent moisture from entering the cart from under the edge of the lid. The rim of the cart must not be designed to have an inward radius to obstruct free flow emptying of material out from the cart.

4.1.6 Abrasion Protection

The carts must be designed with a double drag rail on the cart bottom. The cart base must be reinforced in the area that contacts the ground with a molded-in wear strip.

4.1.7 Stability

Each cart shall be stable and self-balancing when in the upright position, either loaded or empty. The cart must be designed to withstand winds averaging 25 mph when empty (based on the average wind resistance of the four sides of the cart).

4.1.8 Maneuverability

To ensure that the proposed cart(s) is easily operated by the citizens of Deerfield Beach, the proposer must state the average tipping forces required to maneuver a fully loaded cart when tilted to the roll position. Any cart that is judged based on its documented maximum average force, as too difficult to tilt when loaded to maximum capacity of material will be disqualified.

4.1.9 ANSI Conformance

The roll-carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G). Carts proposed

herein must meet the requirements of ANSI Z245.30 and ANSI Z245.60 standards for "Type B/G" carts.

4.1.10 Lift System

Each cart shall be equipped with attachment points, which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be integrally molded into the body of the cart with sufficient support under the lifting pocket for 95 and 65 gallon carts. The lower metal bar of 35, 65, and 95 gallon carts must come pre-installed from the manufacturer, must be designed to withstand over ten (10) years of lifter attachment, and must be a 1" diameter galvanized free floating metal bar. The length of the bar must not exceed 9½ inches. The steel bar must be held in place by pre-installed hardware. The hardware must be located on the inside of the cart to avoid interaction with the cart tippers and shall not interfere with materials being emptied from within cart. The lower bar cannot be attached by means of screws, bolts, fasteners, pins, etc. Carts with bolted-on lower bars are NOT acceptable. Lid shall include an in-mold label, as described below.

4.1.11 Lid

The lid shall be of one piece construction, injection molded of high density polyethylene resin (HDPE) and must be manufactured of the same material as used in the cart body. The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to disallow entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc and hang open without stressing the lid or cart body. The manufacturer may not attach lids to carts using metal hinges, brackets/bolts and/or screws, metal bars, PVC, plastic glued connections, or any hidden bars. Lid attachments must be constructed of weather resistant plastic only. Attachments must be easily installed during cart assembly and uninstalled during cart disassembly. Lid must be capable of being imprinted with a custom hot stamp, heat transferred label, or in-mold label technology. Lid attachment hinge must be no less than 1.25" in width.

4.1.12 Handles

Each cart must be equipped with a handle that is a minimum of 1" diameter. The handle and handle mounts must be an integrally molded part of the cart body. The handle shall be designed to afford the user positive control of the loaded cart at all times. The handle must not have the ability to rotate on its own axis at any time. Bolted-on handle mounts or bolted-on handles are unacceptable.

4.1.13. Axle

The axle must be a minimum of 3/4" diameter, high strength steel fully supported by cart body. Axle must be plated or coated for corrosion protection. Axle must slide through a sufficient amount of molded-in plastic journals in the cart bottom to support the axle and must not be exposed to contents inside of cart. Journals molded into the bottom of the cart for the axle to slide through must ensure proper weight distribution of the contents of the cart. Axles attached by means of bolts or rivets are unacceptable.

4.1.14 Wheels

Wheels shall be minimum 10" in diameter and 1.75" wide with knobby treads. Wheels must be extra high molecular weight polyethylene capable of supporting a minimum of

200 lbs. Wheels must be snap on style wheels. Wheels that require the use of pal nuts, washers or other means of connection will be considered unacceptable.

4.1.15 Color

Carts must be a distinctive color impregnated into the plastic. Painted universal recycling carts are unacceptable. Carts are to be “Pepsi blue” or equivalently matched color. City also requests a price option for a black cart with “Pepsi blue” lid. Proposed color shall be approved in advance by City.

4.1.16 Load Rating

The load rating must conform to ANSI Standard Z245.30. The cart(s) must be designed to regularly receive and dump the following pounds of recycled materials, excluding the weight of the cart, without permanent damage or deformation:

- 95-Gallon – minimum 332 pounds
- 65-Gallon – minimum 227 pounds
- 35-Gallon – minimum 122 pounds

4.1.17 Resin Weight

The quoted cart must be manufactured to achieve a minimum resin weight of the following:

- 95-Gallon – minimum 33 pounds
- 65-Gallon – minimum 25 pounds
- 35-Gallon – minimum 17 pounds

4.1.18 Wall Thickness

The quoted cart must have a nominal wall thickness of .175 inches throughout the body of the cart and a minimum wall thickness of .185 inches in the critical wear points (i.e. cart bottom, handle and lift mechanism). The minimum wall thickness of the lid must be .140 inches.

4.1.19 Capacity

The total capacity of the cart body, excluding the lid, must be a 95 U.S. gallons (+/- 3%) and 65 U.S. gallons (+-3%). Proposer must include an independent test result according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon).

4.1.20 Dimensions:

The minimum exterior dimensions of the completely assembled cart should be designed to pass through standard residential doorways and are as follows:

	Height	Depth	Width
95-Gallon	45.00 inches	33.00 inches	28.50 inches
65-Gallon	40.25 inches	28.00 inches	26.50 inches
35-Gallon	39.00 inches	22.00 inches	20.00 inches

4.2 Marking Specification

4.2.1 Serial Numbers

Each cart shall be permanently marked with a serial number or bar code branded in white on the front face of its body. The final serial number shall be determined by Deerfield Beach, , must coincide with existing inventory currently in use, and will contain 8-9 alphanumeric digits. The serial number must be pre-associated with an installed ultrahigh radio frequency identification (UHF RFID) tag at the cart manufacturer's facility. The proposer will maintain a file that will identify the date of manufacture and other pertinent manufacturing data by the serial number or bar code. In addition to the RFID tag, the use of an additional automated inventory tracking mechanism, such as bar codes, is encouraged to insure, in the event of a failed or incorrect RFID tag read, that the assembly and distribution database, that is the list of correctly associated carts to addresses, is not compromised or suspect in any way.

4.2.2 Cart Logo

The Deerfield Beach logo shall be affixed by hot stamp onto both sides of the cart body and shall be approved in advance by the City. The logo shall be white and include the City's name and official logo. The logo size shall be aesthetically pleasing, adequate for the cart size, and clearly visible.

4.2.3 User Instructions

Instructions for the safe use of the cart must be molded into each lid. Instructions shall be approved in advance by the City.

4.2.4 Load Rating

The load rating of the cart must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms.

4.2.5 In-mold Label (IML) Specifications

The City may decided to purchase carts with IML as an option. Therefore, any IML developed at the City's request must comply with the following listed specifications

a. Pricing

IML for carts shall be one price per cart for label design, layout, proofing, color printing, ultra violet ray protection, placement on the lid of the cart, for specified cart order quantities. As part of this unit pricing, City will have the ability to utilize different preapproved and designed labels on a per-order basis. For example, an individual cart order will be for a residential application, and therefore will require shipping with a residential IML installed. At least one additional label will require developing (e.g. commercial or multi-family).

b. Manufacturing Process

In-Mold Label shall be permanently molded into the cart lid. It should not wear or peel from normal uses. It shall have ultra-violet and other protection from the effects of the sun.

c. Color and Graphics

The In-Mold Label shall be 4-color and contain images and language representing recycling instructions designed by or approved in advance by Deerfield Beach. All

proofs for the label shall be submitted to Deerfield Beach for approval as part of any order process.

d. Size

The size of the label for the 95-gallon and 65-gallon lid shall be at a minimum 8 inches by 12 inches. The size of the label for the 35-gallon lid shall be at a minimum 4 inches by 8 inches.

4.3 RFID Integration

Each cart must be equipped and shipped with a UHF RFID tag that has been pre-associated with the cart serial number at the manufacturer's production facility. The RFID tag must be installed, or molded within the cart body, with no exposure to the outside elements. The serial number must be the same number as what is used to identify the cart for warranty purposes. Adhesive or sticker RFID tags will not be acceptable. To avoid interference with the cart contents/materials, RFID tags placed inside of the cart are unacceptable.

4.3.1 RFID Tag and Serial Number Association

It is the responsibility of the cart manufacturer to provide and maintain a data base for Deerfield Beach which includes each cart's RFID tag, serial number, date of manufacture, location of manufacture, cart size and type. The manufacturer shall maintain this database for the life of the contract and provide additional association information for future cart purchases. The City may at any time request this information during the production of carts which shall be provided within 24 hours of request.

4.3.2 RFID Inlay Specifications

The RFID inlay must be passive UHF and have an optimal operating frequency of 860 - 960 MHz and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPCglobal C1G2 protocol. The antenna dimensions must not exceed 3.741 in x .302 in. with a thickness over chip not to exceed 11 mills. The inlay substrate must be heat treated PET (polyethylene terephthalate). The inlay must be sandwiched between a minimum of two-0.005" polyester Smart Card material using a heavy duty P7 permanent adhesive.

4.3.3 RFID Tag Testing

The RFID tag must be tested at the manufacturing facility to ensure that it is working properly prior to shipment.

4.3.4 RFID Tags During Delivery

Whether the City chooses to perform the delivery of carts internally or requests that the delivery be performed by the Contractor, in addition to the RFID tag, the use of an additional automated inventory tracking mechanism, such as bar codes, is encouraged to insure, in the event of a failed or incorrect RFID tag read, that the assembly and distribution database, that is the list of correctly associated carts to addresses, is not compromised or suspect in any way. The proposer shall demonstrate in the proposal a system or process that guarantees in no way carts can be incorrectly associated to a delivery address.

4.4 Asset Management, Work Order, and Reporting System

4.4.1 Software

As part of the cart system being proposed and throughout the term of this contract, the Contractor shall provide an asset and work order management system as outlined.

4.4.2 Web-Based Asset Tracking Software

The software must be web based and customized for the City. Access to this software must be 24/7/365. The cart asset management software system shall be web-based, and accessible from any internet enabled computer via web-browser software. The only elements required for this software is a web browser and live internet access. For security purposes, the software should include various user-defined levels of security access by user. The software shall accommodate up to ten (10) multiple users, simultaneously.

4.4.3 Data Management

Software must manage the initial cart delivery, any work orders generated and/or completed, and any additional information changes made during the course of the program. The data will be monitored daily to ensure accuracy and consistency in reporting. The software shall be capable of managing an asset from the point of manufacture to point of disposition (end of life), and shall include a warranty management component. Proposer shall describe its data management system and how they propose to manage City assets cradle to grave, including warranty recovery.

4.4.4 Custom Reports

Software must have the ability to generate reports daily, weekly, or monthly based on cart activity, such as inventory reports, maintenance reports, and any others requested by the City. Reports should be able to be viewed in PDF format or downloadable in an Excel format.

4.4.5 Hand Held Scanner Integration

The asset tracking software must include a minimum of two (2) handheld scanners (for City use) that run the software in order to manage cart inventories, repairs, deliveries, pickups, size swaps, and other service requests in the field. These handhelds shall synchronize with the software in order to maintain an accurate inventory/account database. Handheld data, once synchronized, shall be available to RFID event capture system within 24 hours.

4.4.6 Online Web Reports

The asset tracking software must have the ability to enter work orders, close out work orders, run work order reports, run inventory reports, access and enter data, adjust inventory, and run collection tracking reports.

4.5 Data Integration

4.5.1 The Contractor is responsible for migrating manufacturing data directly from their cart manufacturing facility to the asset and work order management system. The data included in the specified file format from the manufacturer would need to include information on each individual cart including but not limited to, cart size, color, type, serial number, RFID value, date of manufacture and plant of manufacture. At the time of cart production, the manufacturer must transmit the electronic file directly to the City's asset and work order management system. In order for the City to monitor and track status of carts on order

with the manufacturer, the Contractor must provide visibility of cart production, which must be available to the City within 24 hours of manufacture.

- 4.5.2** The cart asset management software system shall be web-based, and accessible from any internet enabled computer. The software shall include a transaction-based work order system capable of creating and printing or transferring electronically, work orders for the purposes of equipment deliveries, removals, or exchanges including cart size changes, repairs, or replacements. Proposal shall include at a minimum two (2) handheld RFID readers for the purposes of City-managed cart inventory. Proposer will insure readers integrate with asset management software and provide adequate training and support as part of the quoted price.
- 4.5.3** The proposed asset management software system must integrate with the RFID event capture system that will be used in City's recycling incentive program and installed on current and future City collection equipment. Transfer of data must be seamless, fully integrated and not require any manual intervention to push/pull data across various platforms to keep the RFID tracking Systems Visualization Layer program up to date and accurate, including street addresses. Correct addresses must update within the RFID tracking system within 24 hours of a cart delivery or exchange.

4.6 Assembly, Distribution, and Tracking Services for Carts

The City anticipates at least one large scale order when single stream collection will be implemented citywide. Large scale orders will require the Contractor to conduct assembly and distribution (A & D) services to areas as designated by the City. In these A & D cases, the contractor shall be responsible for coordinating the delivery of carts from the manufacturing plant, unloading loads of carts, assembling necessary parts, and distributing the carts to homes throughout Deerfield Beach. It is preferred that the Contractor shall have its own assembly and distribution division of its company. If the Contractor utilizes third party contractors to conduct the service, proposals must demonstrate the contractor's ability to insure the A & D process meets or exceeds the following City criteria.

- 4.6.1** The City will provide a hard-surfaced, secured, and accessible staging area within the delivery area no more than five (5) miles from the most distant delivery address. The Contractor shall unload all delivery trailers in a timely manner. Any damage to the carts during any phase of the delivery, unloading, assembly, distribution, or exchanging shall be the responsibility of the Contractor to replace in kind.
- 4.6.2** Carts shall be assembled in a timely manner and once assembled shall be placed at the resident's curb per the City's implementation schedule. Carts shall not block driveways, mailboxes, or provide any other similar inconvenience to residents.
- 4.6.3** The Contractor will be required to attach any literature to the carts required by the City. The literature will be provided to the Contractor two (2) calendar weeks prior to commencement of A & D. Contractor will be responsible to enclose literature in a plastic newspaper-type bag to protect it from inclement weather, and attach to cart at the time of delivery.
- 4.6.4** Contractor shall assemble and deliver carts per the City's implementation schedule in all conditions except as a result of extreme weather, Acts of God, or other unsafe conditions that prevent Contractor from providing service.

- 4.6.5** City will provide Contractor with accurate detailed maps of Deerfield Beach at least four (4) weeks prior to the A & D event start date.
- 4.6.6** The Contractor will record the cart serial number and RFID tag for each and every address where the carts are delivered. At the time and point of delivery, the Contractor will capture the date, time, and latitude and longitude of the cart as it is being delivered and assigned to a residential address. The Contractor will keep an electronic file of the address assignments of carts by serial and RFID tag number, date, time, latitude, and longitude and present it to the City in an acceptable electronic format upon completion of the delivery. Cart delivery data as listed here will be uploaded and available to the City through both the asset management system and the RFID tracking system within seven (7) days of A & D to an address. In addition to the RFID tag, the use of an additional automated inventory tracking mechanism, such as bar codes, is encouraged to insure, in the event of a failed or incorrect RFID tag read, that the assembly and distribution database, that is the list of correctly associated carts to addresses, is not compromised or suspect in any way. Manual written serial numbers are not acceptable.
- 4.6.7** The Contractor shall provide a qualified assembly and distribution staff. In addition to a Contract Administrator, in the event a proposer subcontracts the A & D process, the proposer shall provide locally-based supervisor-level full-time employees of its company to work directly with City staff during the entire A & D event, and will be responsible for supervising and managing A & D employees, including any subcontractors. Supervisor(s) will have authority to make decisions on behalf of the proposer and will be capable of solving any problems resulting from distribution services while that service is being provided.
- 4.6.8** All Contractor employees or sub-contractors representing proposer shall be dressed in an appropriate manner with uniforms that identify the proposer. Appropriate personal protective equipment such as reflective clothing, rain gear, and proper footwear shall be worn at all times by the A & D staff. City may require the Contractor to remove an unacceptable employee from these services who is wanton, negligent, or discourteous in performance of duties as outlined in the contract. Contractor personnel shall be courteous with the public and City personnel at all times. Contractor employees shall answer questions from the public, but direct them to City staff for details.
- 4.6.9** The Contractor shall immediately pick-up and/or clean-up any materials dropped on the roadway or parking lot while in the process of assembly or distribution.
- 4.6.10** All vehicles used by the Contractor in the distribution of carts shall be kept clean and presentable. All vehicles shall prominently display Contractors company logos and phone numbers.
- 4.6.11** All A & D services shall start no earlier than 7 AM EST/EDT and end no later than 7 PM EST/EDT Monday through Saturday. No distribution or exchange services shall take place outside of those times unless approved in advance by the Contract Administrator or designee.
- 4.6.12** The Contractor shall propose an electronic tracking system where the City can track the progress of cart distribution services. The tracking system shall be web-based and the City will be provided with access to reports detailing delivery of carts by address each day. The reports shall be as real time as possible, but be available to the City no later than 24

hours after A & D. The reports shall detail addresses delivered with associated cart size, serial and RFID tag number, and latitude and longitude. Information must be made available in this system within 24 hours of A & D.

- 4.6.13** Contractor will provide a timeline for the complete production, assembly, and distribution of carts. The timeline shall comply with the City's schedule. In the event of a large-scale A & D event, City will make every effort to provide contractor with a 90-day advance notice of the start of A & D. In circumstances where advance notice may be less than 90 days, City and contractor will mutually agree on event start dates, but contractor will make every effort to comply with City's schedule.

ATTACHMENT “A” – CONTRACT

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and _____ (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to RFP #2011-12/18 (the RFP) the CITY accepted competitive proposals for Recycling Roll Carts (35, 65, and 95 Gallon) Including Assembly, Distribution, and Asset Management and Inventory Software (the Services); and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, this Contract, the RFP and the CONTRACTOR’s Response constitute the entire Contract and describe the Services to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the RFP, the evaluation committee and the City Commission of the City of Deerfield Beach, Florida, the CITY has determined that the most responsive and responsible proposal was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Services on _____, 20____, Resolution No 20____/____;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the RFP, together with the response to the RFP of CONTRACTOR shall constitute the entire Contract, except to the extent specifically modified on Attachment “A” Additional Terms and Conditions. The parties agree that the scope of services is a description of CONTRACTOR’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFP and the CONTRACTOR’S Response to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFP or the response to the RFP,

then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The contract term shall be as set forth in the RFP.
- 2.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

- 3.1 If the RFP provides that the CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the RFP, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 3.2 If the RFP provides that the CONTRACTOR shall make payment to the CITY, such payment shall be made in conformance with the requirements set forth within the RFP.
- 3.3 The CONTRACTOR and the CITY shall abide by the Florida Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

- 4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written

notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

- 4.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.
- 4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 8.1 of Article 8.
- 4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
- 4.6.1 In the event a CONTRACTOR is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this

Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

- 5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If

any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 8.2.

6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.4 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

6.5 NOTICES
Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

FOR CONTRACTOR:

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.7 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.10 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

(Secretary)

(Corporate Seal)

(Name of Corporation)

By _____
(Signature)

(Type Name/Title Signed Above)

____ day of _____, 20____.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By _____
(Signature)

(Type Name Signed Above)

____ day of _____, 20____.

CITY REQUIRES THREE (3) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION



City of

D E E R F I E L D

B E A C H

**Section 5 (TAB 1)
Proposal Package**

Recycling Roll Carts (35, 65, and 95 Gallon) Including
Assembly, Distribution, and Asset Management and Inventory
Software
RFP #2011-12/18

Submitted By:

Company Name: _____

Street Address: _____

City/State/Zip: _____

Point of Contact: _____

Phone No.: _____ Fax: _____ E-Mail: _____

Proposal Requirements Checklist

This form is for the benefit of the Proposer. All items listed below are required, shall be included in your Proposal Package, and properly executed. The City will also use this form to aid in the evaluation of each Proposer's response as responsive.

Requirement	Proposer's Use	City's Use
Proposal Requirements Checklist		
Proposal Certification		
Schedule of Proposal Prices		
Qualification Statement		
Scope of Services/Statement of Work		
Schedule "A" Disclosure Form		
Public Entity Crimes Statement		
Indemnification Clause Form		
Non-Collusive Affidavit		
Drug-Free Workplace		
Background Check Affidavit		
Local Business Affidavit (if applicable)		
References		
Variances to the RFP		
Local Business Tax Receipt		
Certificate of Insurance		
Required Licenses and Certifications		
Product Warranties		
Software Licensing Agreements (if applicable)		
Cart Samples (95, 65, and 35 Gallon)		

**Proposal Certification
(Page 1 of 3)**

I have received, read and agree to the all terms and conditions as set forth in RFP #2011-12/18, Recycling Roll Carts (35, 65, and 95 Gallon) Including Assembly, Distribution, and Asset Management and Inventory Software. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Proposal Package, together with the RFP, the resulting Contract, and all other documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, shall become a binding agreement between the parties for the services to be provided in accordance with the terms and conditions set forth herein.

Addendum Acknowledgment (if applicable):

Proposer acknowledges that the following addenda have been received and are included in his/her Proposal Package:

<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____
_____	_____
_____	_____
_____	_____

Statement of No Proposal (if applicable):

The above named company does not intend to submit a proposal for the following reason: insufficient time to respond, do not offer product or service, unable to meet specifications, schedule will not permit or any other reason as stated:

Communications regarding this proposal shall be addressed to:

Company Name: _____

Social Security No./ Federal Tax Id: _____

Proposer's Name (Print): _____ Title: _____

Signature: _____

Address: _____

City State Zip Code

Telephone: (_____) _____ Fax: (_____) _____

E-mail: _____

**Proposal Certification
Page (2 of 3)**

Certification of Proposer, If an Individual

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____ who is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)
My Commission Expires: _____

Certification of Proposer, If a Partnership

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____, partner on behalf _____ (name of partnership), a partnership. He/she is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)
My Commission Expires: _____

**Proposal Certification
Page (3 of 3)**

Certification of Proposer, If a Corporation

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____, as _____ (title) of _____ (Name of corporation). He/she is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: _____

Schedule of Proposal Prices

The undersigned hereinafter called the Proposer, hereby proposes to provide Recycling Roll Carts (35, 65, and 95 Gallon) Including Assembly, Distribution, and Asset Management and Inventory Software in accordance with the terms, conditions and specifications of the RFP, which are hereby referred to and made a part hereof, at the prices listed herein. Detailed requirements of each item listed below can be found in Section 4.

RFID Enabled Roll Carts	
Item	Unit Price
35 Gallon Cart (Pepsi Blue)	\$
In-Mold Label Option	\$
Black Cart w/ Pepsi Blue Lid Option	\$
Minimum Order Requirement	
65 Gallon Cart (Pepsi Blue)	\$
In-Mold Label Option	\$
Black Cart w/ Pepsi Blue Lid Option	\$
Minimum Order Requirement	
95 Gallon Cart (Pepsi Blue)	\$
In-Mold Label Option	\$
Black Cart w/ Pepsi Blue Lid Option	\$
Minimum Order Requirement	
Assembly and Distribution Services (May include multiple locations within City limits)	
Truckload (Any combination of sizes)	
Less than Truckload, (Not less than minimum order requirement)	
Asset Management and Inventory Software	
Implementation and Initial Integration with RFID Event Capture System	\$
Annual Maintenance	\$
Software:	

Company Name: _____

Proposer's Name: _____

Proposer's Title: _____

Proposer's Signature: _____

Qualification Statement

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted to: City of Deerfield Beach
Address: Purchasing Division
401 SW 4th Street
Deerfield Beach, Florida 33441

Circle One:

- Corporation
- Partnership
- Individual
- Other

Submitted By: _____

Name: _____

Address: _____

City, St., Zip _____

Note: Additional sheets may be attached if necessary.

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business: _____

2. If Proposer is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:
- a. Date of organization: _____
 - b. Name, address and ownership units of all partners: _____

 - c. State whether general or limited partnership: _____
4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name? _____
- a. Under what other former names has your organization operated?

 - b. How many years has your company been providing services similar to those outlined in the scope of services? _____
 - c. How many government agencies does your company currently provide these services for and which ones? For each, include the name of the agency, year of installation, contact person, phone number, quantity of carts in service, and description of program as it relates to products and services being provided.

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where, and why?

9. Will you be using any subcontractors? yes or no _____

a. If so, state the name, address, phone number, and tasks to be performed for each?

b. Identify specific individuals who will perform the services and provide a description of the tasks they will perform.

10. For purposes of determining any possible conflicts of interest, all Proposers must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. Indicate either "yes" or "no". If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.with your business.

Yes ____ No ____ Name (s) and Position (s) _____

11. List the pertinent experience of the key individuals of your organization (continue on additional sheets, if necessary).

12. State the name of the individual who will have personal supervision of the work:

13. Briefly describe your firm's financial status and provide proof of adequate lines of credit or other financial assets to access funds for construction of multiple projects during the same time.

14. Proposals should demonstrate the Proposer's financial capability to provide the proposed products and services listed herein. At a minimum, proposals should include a copy of the Proposer's financial statement (audited, if available) for the past year.

15. Briefly explain how your company will communicate with the City of Deerfield Beach.

The Proposer acknowledges and understands that the information contained in response to this qualifications statement shall be relied upon by the City in awarding the Contract and such information is warranted by the Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the Contract shall the City to reject the Proposal, and if after the award to cancel and terminate the award and/or Contract.

Proposer's Signature

Date

Schedule "A"

**City of Deerfield Beach Disclosure Form
Applicant Seeking a City Contract**

Name of Person Filing this Form: _____

Principal for whom the signatory is acting: _____

Name of Company Filing this Form: _____

Matter before the City Commission for which this is being filed: **Recycling Roll Carts (35, 65, and 95 Gallon) Including Assembly, Distribution, and Asset Management and Inventory Software, RFP #2011-12/18.**

Relationship of signatory to principal: _____

Pursuant to Section 5 of Ordinance No. 2009/006, City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information:

(If none, please indicate below. Do not leave blank)

- (a) Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company):
- (b) Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non actionable:
- (c) Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation:

Witnesses:

_____ Print Name

_____ Signature

Sworn Statement on Public Entity Crimes

1. This sworn statement is submitted with RFP #2011-12/18 for Recycling Roll Carts (35, 65, and 95 Gallon) Including Assembly, Distribution, and Asset Management and Inventory Software.
2. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)
3. My name is _____ and my relationship to the entity named above is _____
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Non-Collusive Affidavit

_____ (Proposer's Name) being first duly sworn, deposes and says that:

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

Proposer's Name	Signature	Date
------------------------	------------------	-------------

STATE OF FLORIDA
 COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____ who is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____
 NOTARY PUBLIC, STATE OF FLORIDA
 (Signature of Notary Taking Acknowledgment)

 (Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: _____

Drug-Free Workplace Form

The undersigned vendor in accordance with *Florida Statutes*, Chapter 287, Section 287.087 hereby certifies that _____ does:

(Name of Business)

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

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

Proposer's Name

Signature

Date

**Background Check Affidavit
(Page 1 of 3)**

STATE OF FLORIDA () SS.
COUNTY OF (_____)

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Florida.
2. I am the _____ (title) of _____ and I certify that I have the authority to make the representations set forth within this Affidavit.
3. _____ intends to enter into an agreement with the City of Deerfield Beach to provide Recycling Roll Carts (35, 65, and 95 Gallon) including Assembly, Distribution, and Asset Management and Inventory Software.
4. The fulfillment of the Background Check requirement has been conducted through Florida Department of Law Enforcement Computerized Criminal History (CCH) data base.
5. All criminal background checks must be conducted prior to any covered individual's initial access to city's property and, depending on the contract's term, on an annual basis thereafter.
6. I hereby certify that in accordance with requirements of Section 38-117 of the Deerfield Beach Code of Ordinances, background checks have been completed for all person employed by or under contract with the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on city property and certify that no person who has been convicted or who has entered a plea of nolo contendere for any crime set forth within Section 38-117 shall perform work on city property. A list of such employees is set forth on Exhibit "A", attached hereto and made a part hereof.
5. I also certify that I shall maintain records of the criminal history checks for each person doing work on city property during the contract period and for one year thereafter and shall make such records available for inspection and verification by city.

**Background Check Affidavit
(Page 2 of 3)**

Executed this _____ day of _____, 20__.

By _____
(Signature)

By _____
(Name and Title)

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

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

typed, printed or stamped

(Title or rank)

My commission expires:

(Serial number, if any)

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

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

typed, printed or stamped

(Title or rank)

My commission expires:

(Serial number, if any)

References

The following is a list of at least four (4) references that Proposer has provided similar service in the past three (3) years. Government agency references are preferred.

1. Name of Firm or Agency: _____
 Address: _____
 City/State/Zip: _____
 Contact: _____ Title: _____
 Telephone: _____ Fax: _____ Email _____
 Scope of Work: _____

2. Name of Firm or Agency: _____
 Address: _____
 City/State/Zip: _____
 Contact: _____ Title: _____
 Telephone: _____ Fax: _____ Email _____
 Scope of Work: _____

3. Name of Firm or Agency: _____
 Address: _____
 City/State/Zip: _____
 Contact: _____ Title: _____
 Telephone: _____ Fax: _____ Email _____
 Scope of Work: _____

4. Name of Firm or Agency: _____
 Address: _____
 City/State/Zip: _____
 Contact: _____ Title: _____
 Telephone: _____ Fax: _____ Email _____
 Scope of Work: _____

Note: Additional references may be attached and provided.

Variances to the RFP

State any variations to specifications, terms and conditions in the space provided below. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: _____

Company Name: _____

Proposer's Name (Print): _____

Signature: _____

Date: _____



City of
D E E R F I E L D

B E A C H

ADDENDUM #1

RFP # 2011-12/18

Recycling Roll Carts (35, 65, 95 Gallon) Including Assembly, Distribution, and Asset Management and Inventory Software

May 22, 2012

Our records indicate your firm is a plan holder of above referenced RFP. The following information is being transmitted to address vendor questions and replace pages in the RFP.

Replace Page: 5 with 5a
 PP-2 with PP-2a

Questions and Answers: 1 through 25

A signed copy of this addendum shall be included in your proposal, due Wednesday, May 30, 2012.

David Santucci, CPPB
Purchasing Manger
City of Deerfield Beach

Proposer's Name

Date

Company Name

Questions and Answers

- Q1** Do you have a timeline when assembly and distribution would take place?
- A1** We anticipate rolling the carts out sometime to the residents in early fall 2012.
- Q2** How many total carts would be distributed?
- A2** The city has approximately 18,000 residential accounts. We are expecting the selected vendor to work with the city to determine actual number of carts distributed based on actual locations as part of the assembly and distribution process. We expect the vendors to submit a discussion on how they will work with the city to determine actual delivered cart numbers to minimize the ordering of surplus carts and maintaining inventory.
- Q3** Are they all one (same) size?
- A3** The city anticipates that the majority of the carts will be in the 65 or 95 gallon range. Due to limited space and other constraints, the city anticipates also making a smaller number of 35 gallon carts available to residents that request a smaller cart option. Actual quantities will be determined based on resident feedback and knowledge of specific areas where a smaller cart may be needed. It is the city's desire however, to order and deploy as many of the larger carts as possible to promote greater participation in its residential recycling program.
- Q4** We understand that the County's cities are moving toward new single stream curbside residential collection programs. However, since all aspects of pricing are based on quantities, and delivery timeframes are important as well, would the City describe further the anticipated quantities that may be purchased "at once" if predictable, and what timeframes may be expected?
- A4** Please refer to A2 and A3.
- Q5** It is our policy to send our proposals at least 2 days in advance of closings, in order to ensure their delivery by the proposal's due date and time. With the Memorial Day holiday, and the timeframe for the City's addenda due by 5/25, we respectfully request that the due date be delayed by 1-2 business days to allow bidders ample time to respond to questions and ship proposal packages without holiday delivery delays.
- A5** The City will not accommodate this request.
- Q6** Page 5, "Section 2 - Standard Terms and General Conditions", Item 2.11 - requires the proposer to be in the business of providing Disaster Debris Monitoring Services. Please clarify this requirement in relation to this Proposal.
- A6** Please refer to page 5a included in this addendum.
- Q7** Page 3, Item 1.5.3 – requires the cart and lid to be made from the injection molding process. Additionally, Page 11, Item 3.3.1 also states this same requirement, as does Page 22, Item 4.1.1. Additionally, Item 4.1.2 requires the use of high density polyethylene (HDPE), and Page 23, Item 4.1.11 requires lids to be manufactured of the same material as the body. Our cart bodies are rotationally molded using linear medium density polyethylene (MDPE) for durability. This is the

by-product of a stress-free molding process and the most elastic and impact resistant polyethylene materials in the industry. Our carts are proven to have fewer failures in semi and fully automated collection than competitive carts. This means fewer cart failures, fewer customer complaints, and dramatically lower life cycle costs. Our carts have an average failure rate of 0.2% annually. Again, fewer complaints from customers results in lower life cycle costs for the City. Our cart lids are manufactured using the injection molding process and HDPE, an already City-accepted process and material. We respectfully request that the City honor Rotationally Molded carts made of medium density polyethylene.

A7 Specifications as they exist shall prevail. Vendor shall list any variances on page PP-25, Variances to the RFP.

Q8 17, Item 3.11.1 - requires that references to "cart" mean a complete cart with all components, when considering the Warranty terms. Item 3.11.3 requires a failed body to be replaced with a complete cart. Industry standard warranties replace components for component - a body for a failed body, a wheel for a failed wheel, etc. This industry standard for warranty replacements supports the City's Item 3.6.3.3 that speaks of the City's commitment to sustainability and product stewardship. We respectfully request that the City allow the industry standard part for part replacement process.

A8 Specifications as they exist shall prevail. Vendor shall list any variances on page PP-25, Variances to the RFP.

Q9 Page 17, Item 3.11.5 - requires the proposer to assume the transportation for failed carts. Again, industry-standard does not include this transportation cost to be paid by the proposer. Our company has the lowest warranty failure rate in the industry and furnishes all warranty parts and components at no charge. However, the seller and/or manufacturer does not have control over the transportation cost and should not be responsible for those expenses. We respectfully request that the City delete this requirement.

A9 Specifications as they exist shall prevail. Vendor shall list any variances on page PP-25, Variances to the RFP.

Q10 Page 22, Item 4.1.3 - requires no less than one and one half percent ultraviolet stabilizer additive to be added to carts, by weight. Our ultraviolet inhibitors are added to cart polyethylene resin at a ratio that has been determined by our engineers. These ingredients are added as a proprietary liquid blend considering the weight of the cart. Maximum dispersion of all additives into the resin is assured by the use of a hot-melt compounding process to produce consistency and durability of color for the life of the cart. The level of additives is extremely important to maintain. Too little ultraviolet inhibitors will not adequately protect the polyethylene from the effects of the sun, extreme temperatures, and other environmental factors. Too much reduces the quality and properties of the polyethylene producing a container that may not withstand the rigors of automated collection. We respectfully request that this specification be amended to allow a minimum 0.4% ultraviolet stabilizer, by weight.

A10 Manufacturer must guarantee and warrants that sufficient amounts of ultraviolet inhibitors will be used to protect the cart from the effects of the sun, extreme temperatures, and other environmental factors.

Q11 Page 22, Item 4.1.6 - requires a double drag rail on cart bottoms. The bottom of our cart bodies is the thickest point. It is supplemented by a ¼" wear strip around its perimeter. Toter Carts pass all

ANSI tests and drag tests up to 6,000 feet. Because our rotationally molded carts do not have a "sprue" in the center of the cart bottom as injection carts do, we do not need extra protection of this "Achilles Heel" that injection carts require. We respectfully request that the first sentence of this specification be deleted.

A11 Specifications as they exist shall prevail. Vendor shall list any variances on page PP-25, Variances to the RFP.

Q12 Page 23, Item 4.1.10 - requires the lower bar to come pre-installed from the manufacturer, must not exceed 9 1/2 inches, and must be held in place by pre-installed hardware located on the inside of the cart. The specification also requires that the lower bar cannot be attached by means of screws, bolts, fasteners, pins, etc. Our carts meet or exceed all ANSI standards for compliance with semi-automated Type B lifters. Our 96 and 64 gallon carts are shipped with the stop bar pre-installed. Our smaller carts are shipped unassembled, secured by rivets placed approximately 9" apart which do not come into contact with lifting devices and therefore are not at risk of damage. In contrast, the lower lift bar on most injection molded carts has fasteners spaced as close as 4.75" apart, making fastener damage by the lifting device likely. Installing the rivets on the inside of the cart causes City personnel to have to reach inside dirty, unsanitary carts to replace the stop bar, and carts are not completely sealed to prevent leakage. Also, our cart stop bars are 8" - 13.5" in length. We respectfully request that the City allow our stop bar construction of carts with pre-installed stop bars with no fasteners, and also stop bars that must be installed, but with rivets located on the outside of the cart body. We also request a maximum of 13.5" length of the stop bar. Again, our carts meet or exceed all ANSI standards for compliance with semi-automated Type B lifters.

A12 Specifications as they exist shall prevail. Vendor shall list any variances on page PP-25, Variances to the RFP.

Q13 Page 23, Item 4.1.11 - requires no metal screws or fasteners, and requires lid attachments to be weather resistant plastic only. Our all-plastic lid hinge is attached at two (2) points with a rustproof plastic hinge and tamper resistant steel Torx fasteners. These steel fasteners are much stronger and more durable (used in the automobile industry!) than the plastic pins used in many cart hinges. We respectfully request that this lid attachment system be accepted by the City.

A13 Specifications as they exist shall prevail. Vendor shall list any variances on page PP-25, Variances to the RFP.

Q14 Page 23, Item 4.1.13 - requires a minimum of 3/4" diameter axle. The standard axle in U.S. carts has been 5/8" diameter solid steel for over 30 years. The bending strength of a Toter 5/8" axle is 2,000+ pounds, six (6) times the load rating of a 96 gallon cart (335 pounds load rating).

A14 Specifications as they exist shall prevail. Vendor shall list any variances on page PP-25, Variances to the RFP.

Q15 Page 24, Item 4.1.16 - requires a load rating of minimum 227 pounds for a 65 gallon cart. However, Item 4.1.19 requires 65 U.S. gallons with a tolerance of +/-3%. Also, the load rating must confirm to ANSI Standard Z245.30. Our 64 gallon cart conforms to ANSI Standards at a 224 pound load rating. Would the City change this specification to require that all carts meet the ANSI Standard for load ratings of 3.5 pounds per gallon?

A15 Specifications as they exist shall prevail. Vendor shall list any variances on page PP-25, Variances to the RFP.

Q16 Page 24, Item 4.1.17- requires minimum resin weights for the 95 and 65 gallon carts. Item 4.1.18 - requires specific wall thicknesses. Our standard carts, manufactured using medium density polyethylene resin (MDPE) in our Advanced Rotational Molding™, are more flexible and impact resistant, yielding an increased life expectancy. The excellent flexibility and memory of the resin used in Toter carts cause them to resist breakage and bounce back. Also, in order to compensate for an inferior, weaker injection molded cart with high-density polyethylene resin, many manufacturers create a thicker product, with the assumption that a “thicker cart” or “heavier cart” is indeed a “stronger cart”. The trade off is a heavy cart that requires a user to jack the cart back with his foot. Our use of medium density polyethylene resin, with superior impact properties (Elongation at Yield and Environmental Stress Crack Resistance), produces a cart with the best of both worlds: flexible enough to endure the rigors of automated waste collection AND 33% to 50% easier for your residents to tilt. We respectfully request that the City allow a minimum nominal 0.172” wall thickness for the larger cart, a minimum nominal 0.164 for the 65 gallon cart and minimum 0.150" for the 35 gallon cart. Our Rotational Molding process provides for in other critical wear points, maintaining the above nominal wall thicknesses. If the City desires, this requirement may be specified for Rotationally molded carts only.

A16 Specifications as they exist shall prevail. Vendor shall list any variances on page PP-25, Variances to the RFP.

Q17 Page 24, Item 4.1.18 requires a minimum lid thickness. Like our cart bodies, our lids are designed for high strength with a slightly thinner wall thickness. Our lids have superior durability in addition to keeping animals, insects, and rain out, while keeping odors inside the cart. We respectfully request that the City amend this specification to allow a minimum nominal 0.125" lid thickness.

A17 Specifications as they exist shall prevail. Vendor shall list any variances on page PP-25, Variances to the RFP.

Q18 Page 24, Item 4.1.20 requires minimum cart dimensions. Due to each manufacturers" designs, the carts will vary in dimensions. Our carts are designed with a lower profile to create a more stable cart. We respectfully request that the following dimensions be amended: 95G Height - minimum 43", 64G Width - minimum 24", 35G Height - minimum 38" and Width minimum 19".

A18 Specifications as they exist shall prevail. If there are exceptions vendor is to list and explain why deviation in response.

Q19 Page 26, Item 4.2.5.d - requires an IML for the 35 gallon cart at a minimum 4". Our IML exceeds the length requirement, but is slightly less in height at 3.75". We respectfully request that this minimum 3.75" IML height be accepted by the City for the 35 gallon cart.

A19 OK

Q20 Page 26, Item 4.4.2, 4.5.2, and 4.6.12 require a web-based system. Would the City allow an internet-based system?

A20 Yes, however it shall be accessible from a networked device such as: a standard personal computer, and preferably a smartphone, tablet, etc.

- Q21** Page 28, Item 4.6.3 - requires the Contractor to enclose literature in a plastic bag and attach to the cart during delivery of carts to residents. The literature is to be provided by the City 2 weeks prior to the start of A&D. Our experience has dictated that attaching literature is best done during assembly. We request that this time be allowed for attaching the literature. Our experience has also indicated that it is more cost-effective for the Customer to enclose the literature into a plastic bag and provide those to the Contractor at least 2 weeks prior to the A&D commencement. We therefore respectfully request that the City enclose the literature into a plastic bag and provide those to the Contractor at least 2 weeks prior to the A&D commencement. If the City cannot accomplish the enclosure into plastic bags, please provide literature at least 4 weeks prior to A&D commencement.
- A21** Specifications as they exist shall prevail. If there are exceptions vendor is to list and explain why deviation in response.
- Q22** Page 35, Item 6.2, first complete paragraph - references that subcontractors must agree to the requirements and obligations of this Section 8.2. Should that reference be to Section 6.2?
- A22** Yes
- Q23** Please consider the below item in a possible bid addendum. The lower metal bar of 35, 65, and 95 gallon carts must come pre-installed from the manufacturer. Since this is not a subscription rollout and the A&D will be deployed by the awarded vendor, pre-installed lower metal bars should not be a criteria.
- A23** Specifications as they exist shall prevail. If there are exceptions vendor is to list and explain why deviation in response.
- Q24** Pages 13 (Item 3.6.2) and PP-2 both list forms required. The form "Scope of Services/Statement of Work" is not included in the forms. Will the City provide that form as soon as possible, or clarify that it does not apply?
- A24** The Scope of Services/Statement of Work is not included as a form, but is the section reserved for the Proposer to include all items, other than the forms provided in the RFP, contained in Section 3.6 – Required Form and Information; specifically 3.6.1, 3.6.3, 3.6.4, and 3.6.5.
- Q25** Page 13, Item 3.6.2 lists "SDBE Affidavit" as a required form, but page PP-2 does not list this form. Will the City clarify if this form applies to this proposal?
- A25** The SDBE Affidavit forms do apply to this RFP. The Proposer shall complete whichever form applies, SDBE Participation Affidavit or SDBE Unavailability Affidavit.

2.11 Proposer Qualifications

Proposer shall be in the business of providing ~~Disaster Debris Monitoring Service~~ **providing the products and services subject to this RFP** and must possess sufficient financial support, equipment and organization to insure that it can satisfactorily perform the services if awarded a Contract. Proposers shall satisfy each of the following requirements cited below. Failure to do so will result in the Proposal being deemed non-responsive.

- 2.11.1** Before awarding the Contract, the City reserves the right to require that the Proposer submit such evidence of their qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a Proposer, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.
- 2.11.2** Proposer shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- 2.11.3** Neither Proposer nor any principal, officer, or stockholder of Proposer(s) shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.12 Proposer's Experience Record

The City shall have the right to investigate the financial condition and experience record of each prospective Contractor and determine to its satisfaction the competency of each to undertake the services requested by this proposal.

2.13 Qualifications Statement

Each Proposer shall complete the Qualifications Statement, and submit the same with the Proposal. Failure to submit the Qualifications Statement and the documents required there under with the Proposal may constitute grounds for rejection of the Proposal.

2.14 Licenses and Certifications

The Proposer shall be appropriately licensed to perform the work and scope of services. Proposer shall possess at the time of proposal opening all required licenses and certifications. The Proposer shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits. Copies of all licenses and certifications shall be submitted with the Proposal Package.

2.15 Insurance

- 2.15.1** The Proposer's response shall include a copy of any certificate of insurance which provides evidence of insurability meeting the minimum insurance requirements stated in the Special Terms and Conditions. The Proposer shall assume full responsibility and expense to obtain all necessary insurance.
- 2.15.2** The successful proposer shall not commence operations pursuant to the terms of this RFP and

the attached Contract, until certification or proof of the insurance requirements set forth within the attached Contract have been received and approved.

2.16 Indemnification

The Contractor shall at all times indemnify, hold harmless and, at City Attorney's option, defend or pay for an attorney selected by City Attorney to defend the City of Deerfield Beach, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of the Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the City by reason of any such claim, cause of action or demand, the Contractor shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Contract may be retained by City until all of City's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City.

2.17 Legal Requirements

Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a proposal response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

2.18 Protest Procedures

In accordance with Section 38-139 of the City of Deerfield Beach Code of Ordinances, if a Proposer intends to protest a solicitation or proposed award the following shall apply:

- 2.18.1** Any Proposer who is aggrieved in connection with the pending award of a contract or any element of the process leading to the award of or contract may protest to the Purchasing Manager. A protest must be filed within five business days after notification of the recommendation of the selection/evaluation committee or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest is received by the Purchasing Manager.

- 2.18.2** Upon receipt of a protest of the pending award of a contract, the Purchasing Manager shall review the charge to determine whether the protest was timely filed. If upon review the Purchasing

Proposal Requirements Checklist

This form is for the benefit of the Proposer. All items listed below are required, shall be included in your Proposal Package, and properly executed. The City will also use this form to aid in the evaluation of each Proposer's response as responsive.

Requirement	Proposer's Use	City's Use
Proposal Requirements Checklist		
Proposal Certification		
Schedule of Proposal Prices		
Qualification Statement		
Scope of Services/Statement of Work		
Schedule "A" Disclosure Form		
Public Entity Crimes Statement		
Indemnification Clause Form		
Non-Collusive Affidavit		
Drug-Free Workplace		
Background Check Affidavit		
Local Business Affidavit (if applicable)		
<u>SDBE Affidavit</u>		
References		
Variances to the RFP		
Local Business Tax Receipt		
Certificate of Insurance		
Required Licenses and Certifications		
Product Warranties		
Software Licensing Agreements (if applicable)		
Cart Samples (95, 65, and 35 Gallon)		