



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
H-11-12**

SOLID WASTE SERVICES CONSULTANT

**RFP OPENING: MARCH 9, 2012, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

February 9, 2012

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
H-11-12
SOLID WASTE SERVICES CONSULTANT

The City is seeking proposals from qualified firms to provide consulting services to the City relating to Solid Waste Services and Contract Development.

The City will receive sealed proposals until 2:00 p.m. (local), March 9, 2012, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

1. Project Introduction

The City of Pompano Beach is responsible for providing solid waste management services to both residential and commercial sectors. The City's current solid waste hauling contract with Waste Management will expire in 2014.

Currently, Waste Management provides collection and disposal service for all customers throughout the City. All solid waste materials are disposed of at the Central Sanitary Landfill located at 3000 NW 48th Street, Pompano Beach. All residential recyclable materials are delivered to the Reuter Recycling Facility located at 20701 Pembroke Road, Pembroke Pines. The City has an active contract with Waste Management pertaining to the disposal of all materials and the recycling of residential materials. This contract will expire in 2022.

Billing for residential customers is performed by the City, and by the Broward County Office of Environmental Services (OES). Commercial customers and a large segment of multifamily dwellings are directly billed by Waste Management.

2. Scope of Services

1. The City desires to have a consultant perform planning, process engineering (not design for construction,) legal, economic, public relations and related services for the collection of solid waste and residential recyclable waste throughout the City.
2. Tasks to be performed by the Consultant will include: City Commission workshops and presentations, reviewing current and proposed solid waste system, Capital Improvement Program development, rate studies, contract development, assistance with implementing new revenue mechanisms, amending or drafting new City ordinances, preparing solicitations for waste collection, preparing information for workshops and media.

3. Consultant will analyze options for the collection of solid waste and recyclables. One of these options must include a City-operated collection system for comparative purposes. Consultant to prepare project implementation schedule. Consultant to assist the City in preparation of the collection RFP, review of RFP responses, and contract negotiations. Consultant to review current collection and disposal contracts.
4. Consultant will develop financial analysis for proposed options. Consultant will prepare rate study with recommendations for fee structure. Consultant will recommend financing format and schedule.
5. Consultant will develop a solid waste rate and cost of service study to include:
 - a. Determination revenue requirements
 - b. Determination of revenue sufficiency at currently effective rates
 - c. Develop allocated cost-of-study
 - d. Development of rate design alternatives
 - e. Development of rate comparison

3. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

4. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: <http://mypompanobeach.org/directory/btr/index.html>

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

5. Required Submittal

Submission/Format Requirements

Submit one (1) original unbound and five (5) bound copies of the proposal. All copies will be on 8 ½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, interested parties must submit one (1) original copy of the Proposal on a CD-ROM (or electronic media approved by the City) in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Location:

Given the geographical nature of the tasks to be carried out in the study, provide the location of where the work will be performed.

Experience:

A summary of Proposer’s experience for similar projects that were or are being served by the Proposer (firm).

Please identify who will be the principal contact for the activity involved in the study and provide a summary description of their professional experience.

Evidence of sufficient qualified staff to perform the service in a timely and effective manner.

Project Approach and Schedule:

- A. Describe the Proposer’s methodology with respect to performing the required services in the Scope of Work described in this RFP and approach to verification/validation of the data.
- B. Discuss technical approach with respect to meeting the objectives of the study. Include estimated time periods for major activities.
- C. Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of this project. The information submitted shall contain sufficient detail to convey the Proposer’s knowledge of the subjects and skills necessary to successfully perform the services.
- D. Describe any alternate approaches, if it is believed that such an approach would best suit the needs of the City of Pompano Beach. Include rationale for alternate approaches, and indicate how the Proposer will ensure that all efforts are coordinated with the City’s requirements.

Pricing:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Period of time, stated as number of days, shall be calendar days

Signature Page:

The Proposal Signature Page must be completed, signed and returned.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided each reference.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

Licensing and Registration:

Submit licensure and registration information that the Proposer is in good standing and authorized to do business in the State of Florida and the City of Pompano Beach.

Return all RFP pages, initialed where indicated.

6. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and the City's contracted law enforcement provider, if applicable, and all of their officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or the City's contracted law enforcement provider, if applicable, or any of their officers, agents or employees

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY	MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE	
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse		
— hazard	property damage	
— underground hazard		
— products/completed		
— operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property	combined	
— damage		
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY	MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE	
	bodily injury	
	(each person)	
	bodily injury	
XX comprehensive form	(each accident)	
XX owned	property damage	
XX hired	bodily injury and	
XX non-owned	property damage	
	combined	

REAL & PERSONAL PROPERTY

— comprehensive form	Consultant must show proof they have this coverage.
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EXCESS LIABILITY

—	umbrella form	bodily injury and property damage		
—	other than umbrella	combined	\$2,000,000.	\$2,000,000.
<hr/>				
XX	PROFESSIONAL LIABILITY	\$1,000,000.	\$1,000,000.	
	* Policy to be written on a claims made basis			
<hr/>				

The certification or proof of insurance must contain a provision for notification to the City, and the City’s contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

8. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City’s Internal Auditor. Recommendation for changes, additions, or deletions by the City’s Internal Auditor must be complied with by the selected firm. The City’s Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

9. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

10. No Discrimination

There shall be no discrimination as to race, sex, color, creed, or national origin in the operations conducted under this contract.

11. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

12. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

13. Contract Terms

The contract shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

14. 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 this 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 the provisions of this paragraph may not be waived except by a duly executed writing.

15. Survivorship Rights

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

16. Termination

The contract may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

17. Manner of Performance

Proposer agrees to perform its duties and obligations under this contract in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under this contract shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of proposer to comply with this paragraph shall constitute a material breach of contract.

18. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled RFP opening. Oral and other interpretations or clarifications will be without legal effect. Questions and answers will be distributed to all firms known to have obtained the solicitation document from the City.

19. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

20. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RFP Conditions and Provisions

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the proposer in the preparation of proposals or for any work performed in connection therein.

22. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Qualifications and Experience	0-20
	<ul style="list-style-type: none"> • Qualification level (degrees, professional certifications, and other credentials) of prospective firm's staff that will be devoted to fulfilling contract obligations. • Experience of prospective individuals/firm working with similar projects. • Successful completion of the drafting of RFPs for other government entities. 	
2.	Approach to Tasks to be Performed	0-20
	<ul style="list-style-type: none"> • Ability to meet desired timelines and deadlines. • Suitability of the methodologies and approaches used in achieving tasks. 	
3.	Client References	0-20
	<ul style="list-style-type: none"> • Feedback from current and past customers of individual/firm. 	
4.	Cost	0-25
	<ul style="list-style-type: none"> • Cost structure (upfront costs and recurring costs). • Total cost over the projected lifespan of contract, and all related costs. 	
5.	Presentation Quality	0-15
	<ul style="list-style-type: none"> • Quality, professionalism, conciseness of RFP, and of any required supplemental submission or oral presentations. 	
	Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list proposers and to use an ordinal ranking system to score short-listed proposers following presentations (if deemed necessary) with a score of “1” assigned to the short-listed proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm’s capability to provide the services required for the Committee’s review for short listing purposes. After an initial review of the Proposals, the City may invite proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

25. Standard Provisions

a. Governing Law

Interested vendors will agree that agreements shall be governed by the laws of the State of Florida, and the venue for any legal action will be in Broward County, Florida.

b. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a “Drug Free Workplace” as set forth in Florida Statute, 287.087.

d. Public Entity Crimes

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

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

f. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Variances

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

PROPOSAL SIGNATURE PAGE
RFP H-11-12, SOLID WASTE SERVICES CONSULTANT

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

Variations: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variations contained on other pages of RFP, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced 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.

Variations: _____