



Advertise Date: Friday, March 24, 2023

Lee County Board of County Commissioners  
DIVISION OF PROCUREMENT MANAGEMENT

Request for Proposal (RFP) NON-CCNA

Solicitation No.: **RFP230125BJB**

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Solicitation Name: **Solid Waste and Recycling Collection Franchise Agreement – Service Areas 1 & 2**

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Open Date/Time: **Tuesday, April 25, 2023** Time: **2:30 PM**

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Location: **Lee County Procurement Management  
2115 Second Street, 1st Floor  
Fort Myers, FL 33901**

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Procurement Contact: **Brian Boehs** Title **Procurement Analyst**

Phone: **(239) 533-8887** Email: **[bboehs@leegov.com](mailto:bboehs@leegov.com)**

Requesting Dept. **Solid Waste**

**Pre-Solicitation Meeting:**

Type: **NON-Mandatory**

Date/Time: **3/30/2023 11:00 AM**

Location: **1500 Monroe Street, Fort Myers, Florida 33901 – 1<sup>st</sup> Floor Conference Room**

All solicitation documents are available for download at  
[www.leegov.com/procurement](http://www.leegov.com/procurement)



**Notice to Contractor / Vendor / Proposer(s)**

**REQUEST FOR PROPOSAL (RFP)**

Lee County, Florida, is requesting proposals from qualified individuals/firms for

**Solid Waste and Recycling Collection Franchise Agreement – Service Areas 1 & 2**

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

**2:30 PM Tuesday, April 25, 2023**

to the office of the **Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, Florida 33901**. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from [www.leegov.com/procurement](http://www.leegov.com/procurement). Vendors who obtain scope of services from sources other than [www.Leegov.com/procurement](http://www.Leegov.com/procurement) are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from [www.Leegov.com/procurement](http://www.Leegov.com/procurement). It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

**A Non-Mandatory Pre-proposal Conference has been scheduled for the following time and location:**

**11:00 AM Thursday, March 30, 2023** 1500 Monroe Street, Fort Myers, Florida 33901, 1<sup>st</sup> floor Conference Room

for the purpose of discussing the proposed project. Prospective proposers are encouraged to attend. All prospective proposers are encouraged to obtain and review plans, specifications, and scope of work for this proposal before the pre-proposal so that they may be prepared to discuss any question or concerns they have concerning this project. A site visit may follow the pre-proposal conference. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address list below or faxed to (239) 485 8383 during normal working hours.

**Brian Boehs, [bboehs@leegov.com](mailto:bboehs@leegov.com)**

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam Brooke", written over a blue circular stamp.

Adam Brooke, CPPO, CPPB  
Procurement Manager

\*[WWW.LeeGov.Com/Procurement](http://WWW.LeeGov.Com/Procurement) is the County's official posting site

## Terms and Conditions

### Request for Proposal

#### 1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

#### 2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
  - 2.1.1. Lee County Procurement Management Ordinance 22-06
  - 2.1.2. Special Conditions and Supplemental Instructions
  - 2.1.3. Detailed Scope of Work
  - 2.1.4. These Terms and Conditions

#### 3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
  - 3.1.1. Lee County Procurement Policy Ordinance 22-06
  - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.
  - 3.1.3. Florida Statute 218 Public Bid Disclosure Act.
  - 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.

- 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
  - 3.2. **Local Business Tax:** If applicable, provide with proposal.
  - 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.
4. RFP – PREPARATION OF PROPOSAL
- 4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
  - 4.2. **Submission Format:**
    - 4.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
    - 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
    - 4.2.3. Should not contain links to other Web pages.
  - 4.3. **Preparation Cost:**
    - 4.3.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.
5. RESPONSES RECEIVED LATE
- 5.1. It shall be the proposer’s sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
  - 5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer’s request and expense.
  - 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. PROPOSER REQUIREMENTS (unless otherwise noted)
- 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.
    - 6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
    - 6.1.2. Any Proposer or sub-Proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.
    - 6.1.3. Proposers are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Proposers shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Proposer who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.
      - 6.1.3.1.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

- 6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.
7. PRE-SOLICITATION CONFERENCE
- 7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see “County Interpretation/Addendums” for additional information.) A site visit may follow the pre-proposal conference, if applicable.
- 7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.
- 7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.
8. COUNTY INTERPRETATION/ADDENDUMS
- 8.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due**.
- 8.2. Response(s) will be in the form of an Addendum posted on [www.leegov.com/procurement](http://www.leegov.com/procurement). It is solely the proposer’s responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County’s Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.
9. QUALITY GUARANTEE/WARRANTY (as applicable)
- 9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.
10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)
- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a

substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the solicitation opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.

- 10.2. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

#### 11. ADDITIONS, REVISIONS AND DELETIONS

- 11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

#### 12. NEGOTIATED ITEMS

- 12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Proposer.
- 12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County.

#### 13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 13.1. **Errors/Omissions:** Approval by County of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the County, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.
- 13.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

#### 14. CONFIDENTIALITY

- 14.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 14.2. If information is submitted with a proposal that is deemed "Confidential" the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.
- 14.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

## 15. CONFLICT OF INTEREST

- 15.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.
- 15.2. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
- 15.3. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.

## 16. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 16.1. Upon the issuance of the solicitation, prospective proposers or any agent, representative or person acting at the request of such proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer maybe declared non- responsible.**

## 17. ANTITRUST VIOLATION

- 17.1. A person or an affiliate who has been placed on the antitrust violator vendor list, available at [Antitrust Violator Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#), following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to Lee County; may not submit a bid, proposal, or reply for a new contract with Lee County for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to Lee County; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with Lee County; and may not transact new business with Lee County.

## 18. DRUG FREE WORKPLACE

- 18.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

## 19. FLORIDA CERTIFIED ENTERPRISES

- 19.1. The County encourages the use of Florida Certified Enterprises such as such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 19.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

## 20. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 20.1. The proposer agrees to comply, in accordance with, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

- 20.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 20.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 20.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

## 21. SUB-PROPOSER/CONSULTANT

- 21.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.

## 22. RFP - PROJECT GUIDELINES

- 22.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
  - 22.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
  - 22.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
  - 22.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
  - 22.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
  - 22.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
  - 22.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

## 23. RFP – EVALUATION

- 23.1. **Ranking Method:** Lee County uses the Dense Ranking (1223” ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item’s ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member’s scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1 (“first”), B is ranked number 2 (“joint second”), C is also ranked number 2 (“joint second”) and D is ranked number 3 (“third”).
- 23.2. **Evaluation Meeting(s):**
  - 23.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
  - 23.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
  - 23.2.3. Such subsequent evaluations are to be accomplished by simply ranking the Proposers based off the details provided through the on-site interview/presentation. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers’ rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) that shall indicate the highest technically evaluated and most qualified Proposer by the evaluation committee.



23.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: [www.leegov.com/procurement](http://www.leegov.com/procurement) (Projects, Award Pending.)

#### 24. RFP – SELECTION PROCEDURE

- 24.1. The selection will be made in accordance with Lee County Procurement Policy. Some or all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.
- 24.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 24.3. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin agreement/contract negotiations with the next finalist.
- 24.4. The Procurement Management Director reserves the right to exercise their discretion to:
  - 24.4.1. Make award(s) to one or multiple proposers.
  - 24.4.2. Waive minor informalities in any response;
  - 24.4.3. Reject any and all proposals with or without cause;
  - 24.4.4. Accept the response that in its judgment will be in the best interest of Lee County

#### 25. RFP – TIEBREAKER

- 25.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.
  - 25.1.1. Step 1: The proposer that has the highest number of 1<sup>st</sup> place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2<sup>nd</sup> place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3<sup>rd</sup>, then 4<sup>th</sup>, then 5<sup>th</sup>, etc. rank, will be counted until the tie is broken.
  - 25.1.2. Step 2: At the conclusion of step 1, if all is equal, the proposer having a drug-free work place program, shall be deemed the first ranked proposer.
  - 25.1.3. Step 3: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.
  - 25.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1<sup>st</sup> place proposer shall be determined by the flip of a coin.
- 25.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 25.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

#### 26. RFP – EVALUATION/ SELECTION COMMITTEE

- 26.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee unless otherwise mandated by law.
- 26.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting, where applicable, in a short-list of no fewer than the top ranked three (3) firms to be interviewed or provide presentations.
- 26.3. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.

#### 27. WITHDRAWAL OF PROPOSAL

- 27.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 27.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.

- 27.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:
- 27.3.1. The proposer acted in good faith in submitting the proposal,
  - 27.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,
  - 27.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
  - 27.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

## 28. PROTEST RIGHTS

- 28.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 28.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website ([www.lee.gov/procurement](http://www.lee.gov/procurement)). Bidders are solely responsible to check for information regarding the Solicitation.
- 28.3. Refer to the “Procurement Protest” section of the Lee County Procurement Ordinance 22-06 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 28.4. In order to preserve the right to protest, a written “*Notice Of Intent To File A Protest*” **must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.**
  - 28.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
  - 28.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 28.5. Following receipt of the Notice of Intent to File a Protest, a “**Protest Bond**” and “**Formal Written Protest**” must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 28.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 22-06 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

## 29. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 29.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

## 30. CONTRACT ADMINISTRATION

- 30.1. **Designated Contact:**
  - 30.1.1. The awarded proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
  - 30.1.2. Lee County requires that the awarded proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.
- 30.2. **RFP – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)
  - 30.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.**

- 30.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- 30.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 30.3. **RFP – Basis of Award:**
- 30.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.
- 30.4. **Agreement/Contract:**
- 30.4.1. The awarded proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
- 30.5. **Records:**
- 30.5.1. Retention: The proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 30.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 30.5.2.1. Keep and maintain public records required by the County to perform the service.
- 30.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
- 30.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 30.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 30.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL § , TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at [PRRCustodian@leegov.com](mailto:PRRCustodian@leegov.com) or Visit <http://www.leegov.com/publicrecords>.**
- 30.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.
- 30.6. **Termination:**

- 30.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days' advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.
- 30.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 22-06.
- 30.6.3. Any proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 30.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
  - 30.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
  - 30.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
  - 30.6.4.3. Contractor has engaged in business operations in Cuba or Syria;
  - 30.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

### 31. WAIVER OF CLAIMS

- 31.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than **thirty (30) calendar days** to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

### 32. LEE COUNTY PAYMENT PROCEDURES

- 32.1. All vendors are requested to mail an original invoice to:  
**Lee County Finance Department**  
**Post Office Box 2238**  
**Fort Myers, FL 33902-2238**
- 32.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 32.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- 32.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

### 33. MATERIAL SAFETY DATA SHEETS (MSDS/SDS) (if applicable)

- 33.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.

### 34. DEBRIS DISPOSAL (if applicable)

- 34.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

### 35. SHIPPING (if applicable)

- 35.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposer's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.

35.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

36. LOCAL VENDOR PREFERENCE

36.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06, and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.

36.2. The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.

36.3. The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.

37. INSURANCE (AS APPLICABLE)

37.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.

End of Terms and Conditions Section

## INSURANCE REQUIREMENTS



### Lee County Insurance Requirements

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
  - \$1,000,000 per occurrence
  - \$2,000,000 general aggregate
  - \$1,000,000 products and completed operations
  - \$1,000,000 personal and advertising injury
  
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
  - \$1,000,000 combined single limit (CSL); or
  - \$500,000 bodily injury per person
  - \$1,000,000 bodily injury per accident
  - \$500,000 property damage per accident
  
- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
  - \$500,000 per accident
  - \$500,000 disease limit
  - \$500,000 disease – policy limit

***\*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***

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## Lee County Insurance Requirements

### **Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **Under the Description of Operations, the following must read as listed:**

*“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.”*

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida  
P.O. Box 398  
Fort Myers, Florida 33902

### **Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

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End of Insurance Guide section

## SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

### 1. PROJECT TERM

#### 1.1. Service Area 1:

1.1.1. The Contractor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services within Service Area 1 for one (1) seven-year (7) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for an additional renewal term of one (1) three-year (3) period. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

#### 1.2. Service Area 2:

1.2.1. The Contractor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services within Service Area 2 for one (1) seven-year (7) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for an additional renewal term of one (1) three-year (3) period. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

### 2. BASIS OF AWARD

2.1. It is the County's intent to award both Service Area's 1 and 2 to one (1) Vendor that meets all the evaluation criteria. Both Service Areas will have their own stand-alone contracts in accordance with County Ordinance 11-27 and 07-25. The County will only accept proposals that are inclusive of both service areas. Submitted proposals that partially service only 1 of the 2 service areas will not be accepted and considered non-responsive.

### 3. PRICING

#### 3.1. Service Area 1:

3.1.1. The following represents the fixed fee or category for Service Area 1 in which the Contractor's scheduled pricing rate has been pre-determined by the County and although not to be used for evaluation purposes shall become part of the Contractor's contracted fee schedule:

3.1.1.1. Solid Waste Disposal Costs as defined on page 33 and 34 of the Service Area 1 draft agreement in accordance with County Ordinance 11-27 and 07-25.

3.1.1.2. Advanced Disposal Fees as defined in Section F on page 35 of the Service Area 1 draft agreement in accordance with County Ordinance 11-27 and 07-25.

3.1.2. The following represents a fixed fee for Service Area 1 in which the Contractor's scheduled pricing rate shall be considered negotiable and used for evaluation purposes. Final negotiated fees for the below items shall become part of the Contractor's contracted fee schedule.

3.1.2.1. Residential Dwellings Curbside Services

3.1.2.2. Commercial Multifamily Dwelling Curbside Can Services

3.1.2.3. Commercial Properties Container Collection Services



3.1.3. The following represents the fixed fee or category for Service Area 1 in which the Contractor's negotiated scheduled pricing rate shall be determined by the total value of the Rates for Services, and although not to be used for evaluation purposes shall become part of the Contractor's contracted fee schedule:

3.1.3.1. Franchise Fee as defined in Section E on page 34 and 35 of the draft agreement in accordance with County Ordinance 11-27 and 07-25.

### 3.2. Service Area 2:

3.2.1. The following represents the fixed fee or category for Service Area 2 in which the Contractor's scheduled pricing rate has been pre-determined by the County and although not to be used for evaluation purposes shall become part of the Contractor's contracted fee schedule:

3.2.1.1. Solid Waste Disposal Costs as defined on page 32 and 33 of the Service Area 1 draft agreement in accordance with County Ordinance 11-27 and 07-25.

3.2.1.2. Advanced Disposal Fees as defined in Section F on page 34 of the Service Area 1 draft agreement in accordance with County Ordinance 11-27 and 07-25.

3.2.2. The following represents a fixed fee for Service Area 2 in which the Contractor's scheduled pricing rate shall be considered negotiable and used for evaluation purposes. Final negotiated fees for the below items shall become part of the Contractor's contracted fee schedule.

3.2.2.1. Residential Dwellings Curbside Services

3.2.2.2. Commercial Multifamily Dwelling Curbside Can Services

3.2.2.3. Commercial Properties Container Collection Services

3.2.3. The following represents the fixed fee or category for Service Area 2 in which the Contractor's negotiated scheduled pricing rate shall be determined by the total value of the Rates for Services, and although not to be used for evaluation purposes shall become part of the Contractor's contracted fee schedule:

3.2.3.1. Franchise Fee as defined in Section E on page 33 and 34 of the draft agreement in accordance with County Ordinance 11-27 and 07-25.

## 4. LOCAL VENDOR PREFERENCE

4.1. The Lee County Local Vendor Preference shall be included as part of the evaluation process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.

## 5. BOND / SURETY

6.1. Bonding/Surety is required in accordance with the Lee County Procurement Management Department Ordinance 22-06.

6.2. Bid Bond/ Security: Each Bidder shall submit not less than five percent (5%) of the proposed dollar amount (including applicable Alternates) as Bid Bond/Security. One ORIGINAL Bid Bond/Security shall be submitted to the County with each Bid submission. The Bid Bond/Security of the Bidder will be retained until the Bidder and the County have entered into the Contract, whereupon the Bid Bond/Security may be returned. The Bid Bond/Security of a Bidder whom the County believes to have a reasonable chance of receiving the Award may be retained by the County until the effective date of the Contract, whereupon any Bid Bonds/Securities furnished by a Bidder may be returned. The following types of Bid Security shall be accepted:

- 6.2.1. A Certified Check or a Cashier's Check in the stated dollar amount of not less than 5% of proposed dollar amount. Any Certified Check or Cashier Check submitted in lieu of a Bid Bond Shall be drawn on a solvent bank or trust company, made payable to Lee County Board of County Commissioners and shall have all necessary documentary revenue stamps attached (if required by law); or
  - 6.2.2. A Bid Bond may be submitted on a Lee County paper Bid Bond Form. Must be signed by all required parties, of not less than 5% of proposed dollar amount (including Alternate(s) as applicable) shall accompany each submission. The Bid Bond shall be issued by a duly authorized surety authorized to do business and in good standing with the Florida Department of state.
- 6.3. Payment and Performance Bond: In accordance with F.S. 255.05 and Lee County Ordinance 22-06, a Public Payment and Performance Bond, is to be issued in a sum equal to one hundred (100%) percent of the estimated total contract amounts for Service Area's 1 and 2 in FY22 (\$10,447,234 combined) by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida, shall be required from the successful proposer/vendor. This shall ensure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful bidder/vendor performance under such Contract.
- 6.3.1. A Public Payment and Performance bond must be properly executed for the combined service areas, by the Surety Company and successful proposer/vendor, and recorded with the Lee County Clerk of Court, within **seven calendar days** after notification by Lee County of the approval to award the Contracts.
  - 6.3.2. A **Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.
- 6.4. Only Lee County form(s) may be accepted. Forms are available at <https://www.leegov.com/procurement/forms>.
- 6.5. **Personal Checks are not acceptable to Lee County as a Bid Security.**
- 6.6. **Surety:** In order to be acceptable to the County, a Surety Company issuing Evidence of Bondability, Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents.
- 6.6.1.1. The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by an agent with satisfactory evidence of its authority to execute the bond being submitted.

## 7. EXAMINATION OF LOCATIONS WITHIN SERVICE AREAS 1 & 2

- 7.1. The Contractor acknowledges and accepts that the mapped area, including the streets, intersections, sites, and buildings are accessible to enable the Contractor to meet its obligations and responsibilities to provide services for the collection and delivery of residential and commercial vegetative, solid waste and recycling materials as defined in the agreements and that the County is under no obligation to upgrade or retrofit Service Areas 1 or 2.
- 7.2. The Contractor shall have visited both Service Areas 1 and 2 and are fully acquainted with and have familiarized themselves with the conditions, as they exist and the operations that are to be completed. The Contractor shall make such investigations so that they may fully understand the area within Service Area's 1 and 2 and the difficulties and restrictions attending the execution of the work.

7.3. The Failure or omission of the Contractor to receive or examine any instruction or any part of the specifications or to visit the location(s) and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance, shall not relieve the Contractor of any obligation to perform as specified herein.

7.4. The Contractor understands the intent and purpose thereof and their obligations thereunder and that the Contractor shall not make any claim for or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.

## **8. ALTERNATIVE CONTRACTS**

8.1. The County will not consider or accept alternate contracts submitted by the Contractor. The draft service agreements attached herein as Attachment 1 (for Service Area 1) and Attachment 6 (for Service Area 2), shall be the contract vehicles used to finalize negotiations with the Contractor.

## **9. TRANSITION PERIOD**

9.1. The dates provided within the Transition Period of the Draft Agreements shall be mutually agreed upon by the County and the Contractor.

## **10. PENALTIES**

10.1. The County may levy administrative charges against the Contractor for improper and insufficient actions related to the services required by the Agreement in accordance with County Ordinance 11-27 and 07-25. Penalties can be found within Section 19. QUALITY OF PERFORMANCE OF CONTRACTOR within the Draft Agreements in Attachment 1 and Attachment 6.

End of Special Conditions

## DETAILED SPECIFICATIONS

### 1. GENERAL SCOPE OF PROJECT

- 1.1. Lee County Board of County Commissioners seeks to contract with a qualified Contractor to provide services for the mandatory collection and delivery of curbside residential collection services, multi-family solid waste collection services and multi-family recycling collection services in Franchise Service Area 1 and Service Area 2.
- 1.2. The Contractor shall collect materials from Lee County households and establishments as determined in Service Area's 1 and 2 and deliver those materials to a Lee County designated site or sites as fully describe in the terms and conditions of the Draft Service Agreements provided in Attachment 1 and Attachment 6.

### 2. SERVICES TO BE PROVIDED BY CONTRACTOR

- 2.1. The Contractor shall be required to provide the following services in accordance with the Draft Service Agreement's provided in Attachment's 1 and 6:
  - 2.1.1. The Contractor shall provide mandatory Curbside Residential Collection Services, Multifamily Solid Waste Collection Service and Multifamily Recycling Collection Service in each Service Area. The right to provide such Collection Services in the Service Areas shall be exclusive to the Contractor. An unlimited quantity of materials may be placed out for Collection under the Curbside Residential Collection Services programs. The County or its designee will be responsible for the billing and collection of payments for the mandatory Curbside Residential Collection Service.
  - 2.1.2. The Contractor shall provide Commercial Solid Waste Collection Services in each Service Area which shall be an exclusive right to the Contractor. The Contractor shall be responsible for the billing and collection of Commercial Solid Waste Collection Services, Multifamily Solid Waste Collection Service and commercial and Multifamily disposal costs not being billed and collected by the County or its designee.
  - 2.1.3. Roll-off and Compactor Solid Waste Collection Services shall be granted to the Contractor for existing and new commercial accounts. The Contractor does not have an exclusive right for the Collection of Construction and Demolition Debris from new construction, building modifications, renovations, remodeling, re-roofing, or demolition materials from buildings where the building structure itself is being partially or totally demolished.
  - 2.1.4. The Contractor shall provide Commercial Recycling Collection Services in each Service Area upon request by the Customer or the County, or through the solicitation efforts of the Contractor. However, Commercial Recycling Collection Services are not exclusive to the Contractor in the Service Areas. The Contractor shall use good faith and its best efforts to cooperate with any commercial Recycling haulers providing Recycling services to customers in the Service Areas.
  - 2.1.5. If the customer requests, the Contractor shall provide additional residential Collection services for Collection of Solid Waste such as collecting from a dwelling's side door, collecting Solid Waste twice a week, collecting unbundled Vegetative Waste, rolling commercial Containers out of storage areas, opening doors or gates for access, etc. The specific arrangements for these additional Collection services are to be determined between the customer and the Contractor and charges for these services shall be billed directly to the customer by the Contractor.

- 2.1.6. The Contractor shall provide Collection of Bulk Waste to all residential Dwelling Units listed on the County's assessment roll as single-family units at no additional cost. The Bulk Waste shall be picked-up with normal Solid Waste or by a Special Collection pick up at no additional cost. Bulk Waste can be of unlimited quantity, size, or weight.
- 2.1.7. The Contractor shall provide Collection of White Goods to all residential Dwelling Units listed on the County's solid waste assessment roll as single-family Dwelling Units. The White Goods shall be Collected by a Special Collection at no additional cost. Special Collections shall be scheduled and performed no later than the second working day (including Saturdays) following a request for such pickup or observation of a White Good item by the Contractor's personnel. There shall be no weight limit for any White Good item.

### **3. OFFICE MAINTAINED BY CONTRACTOR**

- 3.1. The Contractor shall be required to establish and maintain an office within Lee County where questions and complaints will be received as established within the Draft Service Agreement's provided in Attachment's 1 and 6. Office shall include, but is not limited to the following requirements:
  - 3.1.1. Office shall be equipped with sufficient phone lines and equipment (no less than five per service area).
  - 3.1.2. Office shall have responsible persons in charge during Collection hours and shall be open during normal business hours, 7:30 a.m. to 5:00 p.m., Monday through Friday and 7:30 am to 12 pm on Saturday.
  - 3.1.3. Sufficient personnel, fully dedicated to the County, shall be onsite and answering phone calls for customer service within Lee County boundaries beginning at 7:30 a.m. and continuing throughout the day if any Collection vehicles are working.
  - 3.1.4. The Contractor shall provide a dedicated fax machine to receive complaints from the County, and a computer to communicate with the County.
  - 3.1.5. The Contractor shall provide an answering machine during non-office hours for customer requests and questions to be responded to no later than the following business day.
  - 3.1.6. The Contractor shall maintain a website for the purpose of providing information to residential and commercial customers.
  - 3.1.7. The Contractor shall provide a contact person for the County to reach during all non-office hours. The contact person must have the ability to authorize Contractor operation in the case of County direction or situations requiring immediate attention.

### **4. EQUIPMENT YARD MAINTAINED BY CONTRACTOR**

- 4.1. The Contractor shall be required to establish and maintain an equipment yard within Lee County as established within the Draft Service Agreement's provided in Attachment's 1 and 6. Equipment yard shall include, but is not limited to the following requirements:
  - 4.1.1. Equipment yard shall be a real property location, either owned or leased by the Contractor for the term of the Agreement. Equipment maintenance areas shall be under roof and have a concrete floor.

- 4.1.2. Equipment yard shall be utilized by the Contractor for the storage and keeping of all equipment needed by the Contractor to provide all services under the Agreement within the Service Area.
- 4.1.3. Contractor shall allow County staff to visit the facility for inspections any time the Contractor has personnel on site.

## **5. COLLECTION DAYS AND HOURS**

- 5.1. The Contractor shall be required to establish and maintain a collection schedule based on the following days and hours as established within the Draft Service Agreement's provided in Attachment's 1 and 6:
  - 5.1.1. Scheduled days of Collection are limited to Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday. No regularly scheduled Collection is allowed on Sunday.
  - 5.1.2. Curbside Residential Collection Services shall be provided between the hours of 6:30 am and 6:30 pm, Monday through Friday.
  - 5.1.3. Dwelling units receiving Multifamily Collection Service, commercial properties and other non-residential Collection sites located adjacent to residential uses (apartments, condominiums, town houses, houses, mobile homes, etc.) shall only be collected between the hours of 6:30 am and 6:30 pm, Monday through Saturday.
  - 5.1.4. Businesses and institutions may be collected from 4:00am until 10:00 pm, subject to approval or denial by the Solid Waste Department.
  - 5.1.5. The Contractor shall provide Collection services on all national holidays, except Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. When these stated holidays are recognized on a weekday (i.e., Monday through Friday), the schedule for Solid Waste Collection shall be "set back" by one day for the remaining days of the week following the holiday. All scheduled Collection routes shall continue in their normal order with the final day's Collection, for the week, occurring on Saturday instead of Friday.
  - 5.1.6. All requests to change the days or times of Curbside Residential Collection Service must be submitted to the Solid Waste Department for approval.

End of Detailed Specifications

## SUPPLEMENTAL INFORMATION

The County is providing additional documentation that allows the Contractor to capture the complexity of this project. Relevant information is provided as follows:

### Specific Information for Service Area 1

- Attachment 1 – Draft Service Agreement for Service Area 1
  - Attachment 2 – Service Area 1 Information Packet (Includes):
    - Current agreement and all amendments
    - Historical Data, Numbers and Additional Information
    - Overview and Map of Collection Days
    - Commercial Map of Area
    - Disposal Calculation Rate
  - Attachment 3 – Service Area 1 GIS street and address listing
  - Attachment 4 – Service Area 1 Commercial Customer Listing with size of container & frequency of service
  - Attachment 5 – Service Area 1 Fine Report
- 

### Specific Information for Service Area 2

- Attachment 6 – Draft Service Agreement for Service Area 2
  - Attachment 7 – Service Area 2 Information Packet (Includes):
    - Current agreement and all amendments
    - Historical Data, Numbers and Additional Information
    - Overview and Map of Collection Days
    - Commercial Map of Area
    - Disposal Calculation Rate
  - Attachment 8 – Service Area 2 GIS street and address listing
  - Attachment 9 – Service Area 2 Commercial Customer Listing with size of container & frequency of service
  - Attachment 10 – Service Area 2 Fine Report
- 

### General Information for All Service Areas

- Attachment 11 – Lee County Service Areas Map
- Attachment 12 – Lee County Property Appraiser property classification codes
- Attachment 13 – Lee County Historical and Forecast Rate Study
- Attachment 14 – Lee County Sample of Daily Exceptions Listing
- Attachment 15 – Lee County Citizen Drop-Off Reimbursement Schedule

End of Supplemental Information

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## SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

### 1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

- 1.1. Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2. Submittal package may not exceed the maximum page allocations for each tab referenced below. Pages shall be printed single-sided and restricted to the number of pages allocated and described in each section; **page restriction excludes required forms found herein and dividers. PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3. Proposers shall submit one (1) original hard copy (clearly marked as such) and one (1) electronic version(s) on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

#### **COVER PAGE: Introduction**

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- Statement of Interest

*\*Cover Page: Introduction does NOT count towards page restriction requested herein.\**

#### **TAB 1: Qualifications of Firm**

- Proposer shall clearly and succinctly demonstrate its experience, and the experience of all team members, in providing the services requested in this RFP. This section of the proposal shall be no more than twenty (20) numbered pages, and, at a minimum, shall include the following information:
  - ❖ Company Qualifications: Proposer shall demonstrate the company's qualifications and experience to perform the services specified herein. All subcontractors shall be included.



- ❖ Personnel Qualifications: Proposer shall demonstrate that key personnel have five (5) years of experience providing the services requested herein. Key personnel include individuals directly responsible for the services provided to the County, including the Project Manager(s) overseeing each Service Area. In addition, if different from the Project Manager(s), Proposer shall identify its Service Transition Project Manager(s). Proposer shall demonstrate that the Project Manager(s) or Service Transition Project Manager(s) for these Agreements has experience providing successful service transitions.
- ❖ Experience: Proposer shall demonstrate its relevant experience successfully providing curbside collection and services similar to those required by the County. To demonstrate this ability Proposer shall include:
  - A minimum of two (2) service areas similar in size to the County’s with successful operations with present or prior corporate entities (as operated by the public corporation or principals) within the past seven years. Service areas identified must demonstrate the ability of proposer to collect and deliver to a minimum of **20,000** homes annually per service area (40,000 aggregate). For each service area provided, include a description over the most recent two (2) years of actual annual throughput, type and quantity of dwellings and businesses serviced. Proposer will provide references for referenced service areas. Identified service areas should be clearly linked to present corporate entity, corporate principals, and project manager.
    - **To satisfy the experience requirement, Proposer(s) must meet these minimum qualification requirements to be considered for award. Proposer must complete the Minimum Qualifications form # 9, provided in the forms section attesting to the required qualifications. This form must be completed and returned with the proposal submittal along with any supporting documentation where requested and/or indicated herein.**
  - Documentation that the service areas referenced have no outstanding compliance issues, including, but not limited to, notices of violations, consent orders, etc. Proposer must provide copies of all notices of violation and consent orders issued to documented service areas in the past seven (7) years for the listed service areas.
  - Demonstrate its ability to maintain the County’s Service Area 1 and 2 according to, at a minimum, the terms and conditions of the service agreement.

**TAB 2: Technical Proposal**

- Proposer shall, in detail, clearly and succinctly describe how it shall perform the services requested in this RFP. The County is looking for proposals that maximize curbside collection and delivery effectiveness and efficiency, maintain a consistently high level of customer service, provide advanced levels of maintenance on the equipment being used, and are cost-effective. The technical proposal section shall be no more than fifteen (15) numbered pages and, at a minimum, shall include the following information:
  - ❖ Project Organization: Proposer shall present a system-wide approach to this project. Proposer shall include a project organization chart for all services and tasks needed to meet the required terms and conditions of the service agreement including any proposed sub-contractors.
  - ❖ Staffing: Proposer shall provide a total number of personnel, by position and responsibility, which shall be devoted to work resulting from an award of this RFP. The County desires and highly encourages the Contractor to retain the employees that currently operate the facility.

- ❖ Equipment: Proposer shall demonstrate its ability to provide all of the equipment and vehicles necessary to perform the tasks for both Service Areas 1 & 2 simultaneously. A comprehensive list of the equipment being used for all operations shall be provided. The list shall include year, make, model, attachments or modifications and any other specifications that demonstrate effectiveness, efficiency, and safety for day-to-day operations within each Service Area. Equipment shall be in good condition and meet all safety and maintenance general standards.
- ❖ Transition Plan: The Proposer shall provide a comprehensive, task-level transition plan that addresses, at a minimum, the transition requirements outlined in the Draft Service Agreements provided in Attachment 1 and Attachment 6. Additionally, with consideration to the current global supply chain environment and the delays that may be involved, the Proposer shall elaborate on their approach as to how they intend to meet the required deadlines of obtaining/procuring the necessary equipment and/or fleet vehicles in order to meet the required turnaround times and perform the services needed for both Service Areas 1 & 2.

### **TAB 3: Technical Approach**

- Proposer shall clearly identify and demonstrate what operational and management practices shall be utilized to produce optimal efficiency of curbside collection and delivery operations; the methodology that shall be used to ensure sustainable rates; and performance measurements that shall be implemented to keep conflicts and issues at a minimum. The technical approach section shall be no more than five (5) numbered pages.

### **TAB 4: Financial Capability**

- Proposer shall demonstrate and document that it has the financial stability sufficient for the evaluation committee to conclude Proposer has the financial ability to satisfactorily perform and conduct the services required for the term of the contract and the financial resources and capabilities to assume extensive and large expenditures.
- Proposer shall provide an estimate of capital expenses and a description of how the Proposer will finance those capital expenses to serve Service Area 1 & 2.
- Proposer must provide a statement of Proposer’s financial stability, including information to any current or previous bankruptcy proceedings.
- Proposer must include a copy of the most recent annual financial report/annual audit, 10k, or the most recent 10Q, if appropriate. Financial reports provided must include, at a minimum, a Balance Sheet, and Income Statement, and a Statement of Cash Flow.

*\*Financial report documents are not included within page restrictions but should be limited as possible to ten pages.\**

***\*NOTICE: Florida has very broad public records laws and records submitted with this RFP may be made available for public records requests following applicable Florida Public Records laws and processes. Florida Statute’s financial statement exemption only applies to submittals in response to a solicitation for a “public works” project as provided for in Section 119.071(1)c. This solicitation may not apply to a project defined as a “public works” project.***

- If Proposer’s financial information provided is not to the County’s satisfaction, the County reserves the right to request additional information.

## TAB 5: Financial Proposal

- Proposer shall complete the Financial Proposal forms included within this solicitation and incorporate into this section. All line items of the price proposal forms must be completed. The County will only accept proposals submitted on the proposal Form 1a provided by the County. This is a 3-part Excel form inclusive of the following:
  - Form 1A – Part 1: Service Area 1 Details;
  - Form 1A – Part 2: Service Area 2 Details; and
  - Form 1A – Part 3: Summary of Totals for Areas 1 & 2.
- Proposer shall review and thoroughly understand how compensation shall be determined for Rates of Service as provided in the Draft Service Agreements for Service Area 1 (Attachment 1) and Service Area 2 (Attachment 6).
- Proposer shall provide the following fees for Service Area 1 on Form 1A – Part 1:
  - Section A: Residential Dwellings Curbside Services Fees. The unit price shall be rounded to the nearest cent; if a unit price is submitted not rounded to the nearest cent, the County will round the proposed price to the nearest cent prior to evaluation.
  - Section B: Commercial Multifamily Dwelling Curbside Can Services Fees. The unit price shall be rounded to the nearest cent; if a unit price is submitted not rounded to the nearest cent, the County will round the proposed price to the nearest cent prior to evaluation.
  - Section C: Commercial Properties Container Collection Services Fee. The unit price shall be rounded to the nearest cent; if a unit price is submitted not rounded to the nearest cent, the County will round the proposed price to the nearest cent prior to evaluation.
- Proposer shall provide the following fees for Service Area 2 on Form 1A – Part 2:
  - Section A: Residential Dwellings Curbside Services Fees. The unit price shall be rounded to the nearest cent; if a unit price is submitted not rounded to the nearest cent, the County will round the proposed price to the nearest cent prior to evaluation.
  - Section B: Commercial Multifamily Dwelling Curbside Can Services Fees. The unit price shall be rounded to the nearest cent; if a unit price is submitted not rounded to the nearest cent, the County will round the proposed price to the nearest cent prior to evaluation.
  - Section B: Commercial Properties Container Collection Services Fee. The unit price shall be rounded to the nearest cent; if a unit price is submitted not rounded to the nearest cent, the County will round the proposed price to the nearest cent prior to evaluation.
- Proposer shall complete a summary of the totals for Areas 1 & 2 on Form 1A – Part 3.
- **Price Scoring:** The Proposer with the lowest Price Proposal identified (Sum of Service Area 1 Details and Service Area 2 Details) will be awarded the maximum score as listed in the scoring criteria section. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x Maximum points. Score For example, the maximum score available for price is 25. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 25 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows:  $\$ 150,000.00 / \$160,000.00 = .9375 * 25 = 23.44$  points

- Pricing provided as part of the submission shall be utilized for evaluation purposes and may be utilized for final award/contracting. The County does reserve the right to negotiate pricing with the number 1 selected Proposer as a condition of award.
- Proposals submitted on forms, other than those provided by the County and are not inclusive of all line items, will be deemed non-responsive and ineligible for award. The Financial Proposal section shall be limited to Form 1a and its contents.

**TAB 6: Local Vendor Preference**

- If applicable, provide documentation supporting your firm’s physical business address located within the boundaries of Lee County, Florida; having at least two (2) fulltime employees in Lee County; and a Local Business Tax Receipt issued by Lee County at least one year prior to solicitation opening.
  - All qualified local vendors will be awarded five (5) points out of a possible one hundred (100) point score.

**TAB 7: Required Forms**

- Forms 1-8

**2. SCORING CRITERIA & WEIGHT**

<b>CRITERIA</b>	<b>CRITERIA DESCRIPTION</b>	<b>MAX. POINTS AVAILABLE</b>
1	QUALIFICATIONS OF FIRM (TAB 1)	10
2	TECHNICAL PROPOSAL (TAB 2)	20
3	TECHNICAL APPROACH (TAB 3)	20
4	FINANCIAL CAPABILITY (TAB 4)	10
5	FINANCIAL PROPOSAL (TAB 5)	35
6	LOCAL VENDOR PREFERENCE (TAB 6)	5
<b>TOTAL POINTS</b>		<b>100</b>
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed, and considered by evaluation committee when scoring Proposers.		

### 3. RFP SUBMISSION SCHEDULE

<b>Submission Description</b>	<b>Date(s)</b>	<b>Time</b>
Advertise Request for Proposal (RFP)	Friday, March 24, 2023	N/A
Pre-Proposal Meeting	Thursday, March 30, 2023	1:00 PM
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Tuesday, April 25, 2023	Prior to 2:30 PM
First Committee Meeting Short list discussion	Tuesday, May 9, 2023	TBD
Notify Shortlist Selection via e-mail	Wednesday, May 10, 2023	N/A
Final Scoring/Selection Meeting	Tuesday, May 23, 2023	TBD
Board Meeting	Tuesday, August 1, 2023	9:30 AM
<p><b>Additional notes on Submission Schedule:</b></p> <ul style="list-style-type: none"> <li>• <i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i></li> <li>• <i>Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.</i></li> </ul> <p><i>Unless otherwise stated, location of all openings and meetings will take place at 2115 Second Street, 1st Floor, Fort Myers, FL 33901 – Procurement Management.</i></p>		

End of Section

**LEE COUNTY DOCUMENT MANAGEMENT FORM**

**For**

**RFP230125BJB – Solid Waste and Recycling Collection Franchise Agreement – Service Areas 1 & 2**

These forms are required as indicated below and all required forms should be submitted with the Bidder’s/Proposer’s submission package. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked “N/A or Not Applicable” across the form in large letters and returned with your submission package.

<b>FORM #</b>	<b>TITLE / DESCRIPTION</b>	<b>REQUIRED STATUS (Required, Not Required, If Applicable)</b>	<b>VENDOR CHECK-OFF</b>
1	Solicitation Response Form	Required	
1a	Bid/Proposal Form	Required	
N/A	Business Relationship Disclosure Requirement	If Applicable	
2	Affidavit Certification Immigration Laws	Required	
3	Reference Survey <i>*(Requested after opening of lowest Bidder only)</i>	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Sub-Contractor List	Required	
6	Public Entity Crime Form	Required	
7	Bid Bond Form	Required	
8	Minimum Qualifications Requirement Form	Required	
*	Proposal Label	Required	

It is the Bidder’s/Proposer’s responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within their submission package. Failure to submit required forms may deem your company as non-responsive.

## FORMS DESCRIPTION & INSTRUCTIONS

### REQUEST FOR PROPOSAL (NON-CCNA)

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County’s standard forms.

<u>Form #</u>	<u>Title/Description</u>
<i>1</i>	<p><b><i>Solicitation Response Form</i></b></p> <p>All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <a href="http://www.sunbiz.org">http://www.sunbiz.org</a> as certification of this required information. Sample attached for your reference.</p> <p>Verify that all addenda and tax identification number have been provided.</p>
<i>1a</i>	<p><b><i>Proposal Form</i></b></p> <p>This form is used to provide itemization of project cost. A more detailed “schedule of values” may be requested by the County</p>
*	<p><b><i>Business Relationship Disclosure Requirement (if Applicable)</i></b></p> <p>Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this <b><u>disclosure is applicable, the Bidder must request the form entitled “INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS”</u></b> (Required by § 112.313(12)(b), F.S.) to be completed and <b><u>returned with the Solicitation Response</u></b>. <b>It is the Bidder’s responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.</b></p> <p>NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.</p>
<i>2</i>	<p><b><i>Affidavit Certification Immigration Laws</i></b></p> <p>Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.</p>
<i>3</i>	<p><b><i>Reference Survey</i></b></p> <p>Provide this form to reference respondents. This form <b><u>will be turned in with the proposal package</u></b>.</p> <ol style="list-style-type: none"> <li>1. <b>Section 1:</b> Bidder/Proposer to complete with <u>reference respondent’s</u> information prior to providing to them for their response. (This is <b>not</b> the Bidder/Proposer’s information.)</li> <li>2. <b>Section 2:</b> Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.</li> <li>3. The <u>reference respondent</u> should complete “<b>Section 3.</b>”</li> <li>4. <b>Section 4:</b> The reference respondent to print and sign name</li> <li>5. <b>Three (3) Reference responses</b> are to be <b>returned with the proposal package</b>.</li> <li>6. Failure to obtain reference surveys may make your company non-responsive.</li> </ol>

- 4 ***Negligence or Breach of Contract Disclosure Form***  
 The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.  
 If you have **no litigation, enter “None” in the first “type of incident” block** of the form. Please do not write N/A on this form.
- 5 ***Affidavit Principal Place of Business***  
 Certifies proposer’s location information.
- 6 ***Sub-Contractor/Consultant List*** (if applicable)  
 To be completed and returned when sub-contractor/consultants are to be utilized and are known at the time of the submission.
- 7 ***Public Entity Crimes Form (Required form)***  
 Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.
- 8 ***Bid Bond (Required)***  
 Self-explanatory.
- 9 ***Minimum Qualifications Requirement Form (Required)***  
 Proposer must meet the minimum qualification requirements as specified in the following form to qualify for consideration of award. This form must be completed and returned with the proposal submittal along with any supporting documentation where requested and/or indicated herein.
- \* ***Proposal Label*** (Required)  
 Self-explanatory. Please affix to the outside of the sealed submission documents.
- \* ***Include any licenses or certifications requested***  
 Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Proposer’s responsibility to ensure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)



Form 1 – Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: \_\_\_\_\_ Deadline Date: 4/25/2023

SOLICITATION IDENTIFICATION: RFP230125BJB

SOLICITATION NAME: Solid Waste and Recycling Collection Franchise Agreement – Service Areas 1 & 2

COMPANY NAME: \_\_\_\_\_

NAME & TITLE: (TYPED OR PRINTED) \_\_\_\_\_

BUSINESS ADDRESS: (PHYSICAL \_\_\_\_\_

CORPORATE OR MAILING ADDRESS: \_\_\_\_\_

[ ] SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

Tax Payer Identification Number: \_\_\_\_\_

(1) Employer Identification Number -OR- (2) Social Security Number:

\*\* Lee County collects your social security number for tax reporting purposes only

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.

1 Collusion Statement: Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 Scrutinized Companies Certification: Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL§. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL§, the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs.

*Form 1 – Solicitation Form, Page 2*

3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL§, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

**If this disclosure is applicable request form “INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS” (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is**  
 **Business Relationship Applicable (request form)**       **Business Relationship NOT Applicable**

4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE)  Yes  No  
 Proposer? If yes, please attach a current certificate.

**ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER, WITNESSED AND SEALED (IF APPLICABLE)**

\_\_\_\_\_  
 Company Name (Name printed or typed)



(Affix Corporate Seal, if applicable)

\_\_\_\_\_  
 Authorized Representative Name (printed or typed)

\_\_\_\_\_  
 Authorized Representative’s Title (printed or typed)

\_\_\_\_\_  
 Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

\_\_\_\_\_  
 Authorized Representative’s Signature

\_\_\_\_\_  
 Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County’s Form may result in the submission being declared non-responsive by the County.

## Detail by Entity Name

### Florida Profit Corporation

Bill's Widget Corporation

#### Filing Information

Document Number 655555  
 FBI/EIN Number 5111111111  
 Date Filed 09/22/1980  
 State FL  
 Status ACTIVE  
 Last Event AMENDED AND RESTATED ARTICLES  
 Event Date Filed 07/25/2006  
 Event Effective Date NONE

#### Principal Address

555 N Main Street  
Your Town, USA 99999

Changed 02/11/2012

Verify either Principal or Mailing address is on Form 1

#### Mailing Address

555 N Main Street  
MYour Town, USA 99999

Changed 02/11/2012

#### Registered Agent Name & Address

My Registered Agent  
111 Registration Road  
Registration, USA99999

Name Changed:12/14/2006

Address Changed: 12/14/2006

#### Officer/Director Detail

##### Name & Address

Title P

President, First  
555 AVENUE  
Anytown, USA99999

Title V

President, Second  
555 AVENUE  
Anytown, USA99999

##### IMPORTANT:

For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018



**PROCUREMENT MANAGEMENT DEPARTMENT  
BID/ PRICE PROPOSAL FORM**

**COMPANY  
NAME:**

\_\_\_\_\_

**SOLICITATION:** RFP230125BJB – Solid Waste and Recycling Collection Franchise Agreement – Service Areas 1 & 2

This page serves as a header/placeholder only. Please refer to the Excel documents provided with the solicitation for the complete schedule. The Excel documents contain formulas for convenience; however, it is the Proposer’s responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel documents(s).

**REMINDER:** In the event there is a discrepancy between the total proposed amount, or the extended amounts and the unit prices proposed, the unit prices will prevail, and the corrected sum will be considered the quoted price.

The County will only accept proposals submitted on the proposal form provided by the County. Proposals submitted on other forms, other than those provided by the County, will deem Proposer as non-responsive and ineligible for award.

Proposers may not adjust or modify data provided within the Bid/Proposal Form. Proposals received with modified data may deem the Proposer as non-responsive and ineligible for award.

**PLEASE ENSURE** you have provided a printed copy of the Bid/Proposal Form with your hard copy submission packages and provided the excel version with your digital submission package.

**PRICING**

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, materials, and any other incidental costs required to perform and complete all work as specified herein.



**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: **RFP230125BJB**

SOLICITATION NAME: **Solid Waste and Recycle Collection Franchise Agreement – Service Areas 1 & 2**

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ who has produced \_\_\_\_\_ (Print or Type Name)

\_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: \_\_\_\_\_

Section 1	Reference Respondent Information	<b>Please return completed form to:</b>	
<b>FROM:</b>	_____	<b>Bidder/Proposer:</b>	_____
<b>COMPANY:</b>	_____	<b>Due Date:</b>	_____
<b>PHONE #:</b>	_____	<b>Total # Pages:</b>	<b>1</b>
<b>FAX #:</b>	_____	<b>Phone #:</b>	<b>Fax #:</b>
<b>EMAIL:</b>	_____	<b>Bidder/Proposer E-Mail:</b>	_____

Section 2	Enter Bidder/Proposer Information , if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:	_____		
Reference Project Name:	Project Address:	Project Cost:	_____
Summarize Scope:	_____		

**You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.**

Section 3		Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		
2. Were any problems encountered with the company's work performance?		
3. Were any change orders or contract amendments issued, other than owner initiated?		
4. Was the job completed on time?		
5. Was the job completed within budget?		
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. <span style="float: right;">Rate from 1 to 10. (10 being highest)</span>		
7. If the opportunity were to present itself, would you rehire this company?		
8. Please provide any additional comments pertinent to this company and the work performed for you:		

**Section 4 Please submit non-Lee County employees as references**

Reference Name (Print Name) \_\_\_\_\_

Reference Signature \_\_\_\_\_



**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT  
DISCLOSURE FORM**

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please complete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

**Company Name:** \_\_\_\_\_

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write "NONE" in the first "Type of Incident" box** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: \_\_\_\_\_ Of \_\_\_\_\_ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form. Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.





This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to \_\_\_\_\_  
(Print name of the public entity)

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

(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: On the attached sheet.) Required as per IRS Form W-9.

2. 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, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "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.

4. I understand that "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 offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a 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.

5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by 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 the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ who has produced  
(Print or Type Name)

\_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

BID BOND

Complete EITHER Lee County Paper Bid Bond OR provide cashier's check

KNOW ALL MEN BY THESE PRESENTS, that we

\_\_\_\_\_ as Principal, and  
(BIDDER'S Name)

\_\_\_\_\_ a Corporation licensed to do  
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida,

in the SUM OF \_\_\_\_\_

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

WHEREAS, said Principal is herewith submitting a Proposal for the construction of:

**RFP230125BJB, Solid Waste and Recycling Collection Franchise Agreement – Service Areas 1 & 2**

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the COUNTY and provide other Insurance as may be required to the COUNTY within seven (7) calendar days after the written Notice of Award date, or within such extended period as the COUNTY may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said COUNTY in money the difference between the amount of the Bid of said Principal and the amount for which said COUNTY may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said COUNTY if suit be brought here on, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Board of County Commissioners for Lee County that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal:

\_\_\_\_\_ (SEAL)  
(Principal)

\_\_\_\_\_  
(By)

\_\_\_\_\_  
Printed Name

Witness as to Surety:

\_\_\_\_\_ (SEAL)  
(Surety's Name)

\_\_\_\_\_

\_\_\_\_\_  
(By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.



**MINIMUM QUALIFICATION REQUIREMENTS**  
**FOR**

***RFP230125BJB, SOLID WASTE & RECYCLING COLLECTION  
FRANCHISE AGREEMENT - SERVICE AREAS 1 & 2***

Proposer(s) must meet the minimum qualification requirements as specified in the following form to qualify for consideration of award. This form must be completed and returned with the proposal submittal along with any supporting documentation where requested and/or indicated herein.

The County reserves the right, in their sole judgment, to determine to its satisfaction whether the Proposer(s) has met the minimum qualification requirements as specified herein. The determination shall be based upon the examination of the Minimum Qualification Requirements form and associated supportive documentation (if any requested).

An affirmative determination shall be a pre-requisite for award of the contract to the Proposer(s). A negative determination shall result in disqualification of the proposal, in which event the County shall exclude the proposal from the evaluation or consideration process and therefore deeming the Proposer(s) ineligible for award.

**REQUIREMENT** – Prime CONTRACTOR must attest to the following experience:

- Having provided operations for solid waste and recycling collection services to a minimum of two (2) service areas that are similar in size to the County’s with present or prior corporate entities (as operated by the public corporation or principals) within the past seven (7) years.

**AND**

- Having collected and delivered for a minimum of 20,000 homes annually for each service area identified.

**Do you as the Prime CONTRACTOR have the experience required above?**

\_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

If YES, provide details as requested below:

**SERVICE AREA 1**

Entity: \_\_\_\_\_

Years of Service: From - \_\_\_\_\_ To - \_\_\_\_\_

Total Annual # of Homes Collected and Delivered for: \_\_\_\_\_

Contact Information - Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

*Form 8 continued: Minimum Qualifications Requirements*

**SERVICE AREA 2**

Entity: \_\_\_\_\_

Years of Service: From - \_\_\_\_\_ To - \_\_\_\_\_

Total Annual # of Homes Collected and Delivered for: \_\_\_\_\_

Contact Information - Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**SERVICE AREA 3** *(if applicable)*

Entity: \_\_\_\_\_

Years of Service: From - \_\_\_\_\_ To - \_\_\_\_\_

Total Annual # of Homes Collected and Delivered for: \_\_\_\_\_

Contact Information - Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**SERVICE AREA 4** *(if applicable)*

Entity: \_\_\_\_\_

Years of Service: From - \_\_\_\_\_ To - \_\_\_\_\_

Total Annual # of Homes Collected and Delivered for: \_\_\_\_\_

Contact Information - Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Authorized Proposer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Proposer Name (Printed)

**Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Submission/Proposal”.**

<b>PROPOSAL DOCUMENTS • DO NOT OPEN</b>	
SOLICITATION No.:	<b>RFP230125BJB</b>
SOLICITATION TITLE:	<b>Solid Waste and Recycling Collection Franchise Agreement – Service Areas 1 &amp; 2</b>
DATE DUE:	<b>Tuesday, April 25, 2023</b>
TIME DUE:	<b>Prior to: 2:30 PM</b>
SUBMITTED BY:	_____
	<small>(Name of Company)</small>
e-mail address	Telephone
<b>DELIVER TO:</b>	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



**\*Notice:** the Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of the County.

**PLEASE PRINT CLEARLY**