



LEE COUNTY
S O U T H W E S T F L O R I D A

PROJECT NO.: RFP150033

OPEN DATE: December 23, 2014
AND TIME: 2:30 P.M.

PRE-PROPOSAL MEETING:
DATE: Tuesday December 2, 2014
TIME: 2:30PM

LOCATION: County/City Annex
Procurement Management
1825 Hendry St, 3rd Floor
Fort Myers, FL 33901

REQUEST FOR PROPOSALS

TITLE:

**Solid Waste and Recycling Collection Services for
Service Area 4
STEP – ONE
Qualifications**

Advertised Date: November 14, 2014

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT

ADDRESS

1825 HENDRY ST 3RD FLOOR
FORT MYERS, FL 33901

PROCUREMENT CONTACT:

NAME: Amy Hofschneider
TITLE: Procurement Analyst
PHONE NO.: (239) 533-5899
EMAIL: ahofschneider@leegov.com

GENERAL CONDITIONS

Sealed Proposals will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this “Request for Proposals”, and opened immediately thereafter by the Director or designee.

Any question regarding this solicitation should be directed to the Procurement Contact listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

1. SUBMISSION OF PROPOSAL:

- a. Proposals must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
 1. Marked with the words “Sealed Proposal”
 2. Name of the firm submitting the quotation
 3. Title of the proposal
 4. Proposal number
 5. The envelope shall include, two seal envelopes:
 - i. One sealed and labeled envelope containing one original hard copy of the signed “Step One Proposal” and all required proposal submittal documents.
 - ii. Six electronic CD Rom sets of the RFP submittal documents, **Step One** and all required proposal submitted. (No Pricing Step One)
 - iii. One sealed and labeled envelope containing one original and signed hard copy of the Step Two “Priced Proposal” Forms.
 - iv. One electronic CD Rom of RFP Step Two Proposal including unlocked Microsoft Excel bid schedules
 - Format for CD’s
 1. One single adobe PDF file and should be copied **in the same order as the original hard copy.**
 2. Limit the color and number of images to avoid unmanageable file sizes.
 3. Use a rewritable CD and **do not lock files.**
 4. If a cost/bid schedule was provided, the completed schedule should be included as a Microsoft Excel file on the price proposal CD-ROM.
- b. Proposals are to include the following:
 1. The completed Proposal Documents and Priced Proposal Forms in separate sealed and labeled envelopes. Proposal must be properly signed and where applicable include corporate and/or notary seals.
 2. All other pertinent documentation properly enveloped and labeled as required in the Request for Proposal.
- c. **PROPOSALS RECEIVED LATE:** It is the proposer’s responsibility to ensure that the proposal is received by the Division of Procurement Management prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned to the proposer unopened. Lee County will not be responsible for proposals received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.

- d. **PROPOSAL CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- e. **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 bidder disqualification.
- f. **WITHDRAWAL OF PROPOSAL:** No proposal may be withdrawn for a period of 90 days after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal-opening date and time. Such a request to withdraw must be made in writing to the Procurement Management Director, who will approve or disapprove of the request.
- g. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any proposal; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the County of Lee.
- h. **EXECUTION OF PROPOSAL:** All proposals shall contain the signature of an authorized representative of the proposer in the space provided on the proposal form. All proposals shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the proposal shall be initialed.

2. ACCEPTANCE

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. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the proposal all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.
- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.

- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

4. **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-proposal conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a proposal attend.

In the event a pre-proposal conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the proposer to ensure that they are represented at the pre-proposal. Only those proposers who attend the pre-proposal conference will be allowed to submit a proposal on this project.

5. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this proposal.

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.

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 contractors or proposers should include in their proposal all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

6. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/proposal, must file a written "Notice of Intent to File a Protest" with the Lee County Procurement Management Director not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of the County's "Notice of Intended Decision" with respect to the proposed award of the formal bid/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document must state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The “Notice of Intent to File a Protest” shall be received (“stamped in”) by the Procurement Management Director or Public Works Director not later than Four o’clock (4:00) PM on the third working day following the day of receipt of the County’s Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original “Notice of Intent to File a Protest” had never been filed. Any contractor/vendor/firm submitting the County’s standard bond form (CMO: 514), along with the bid/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, Statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed “Notice of Intent to File a Protest”, the Procurement Management Director or Public Works Director (as appropriate) may abate the award of the formal bid/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm’s Protest, or as soon as may be practicable for all parties. The “Notice of Intent to File a Protest” shall serve as the grounds for

the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide an opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/proposal solicitations shall set forth the following statement:

“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”

7. **PUBLIC ENTITY CRIME**

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 a public work; may not submit bids or leases of real property to the County; may not be awarded or perform work 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. **QUALIFICATION OF PROPOSERS** (unless otherwise noted)

Proposals will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Proposers shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject proposals where evidence submitted or investigation and evaluation indicates an inability of the proposer to perform.

9. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications (which includes the proposed solid waste franchise agreement), then the detailed specifications shall prevail.

10. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

11. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any proposal and a part of these specifications that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other governmental entity.

12. **COUNTY RESERVES THE RIGHT**

a) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately award any project that is outside the scope of this proposal, whether through size, complexity, or dollar value.

b) **Disadvantaged Business Enterprises (DBE's)**

The County, in its sole discretion, reserves the right to purchase any of the items in this proposal from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this proposal from DBE's to fulfill the County's stated policy toward DBE's.

c) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration given for award of this contract hereby covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated properly during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

13. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes and specifically the requirements of Florida Statutes s. 119.0701.

14. **DRUG FREE WORKPLACE**

Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

15. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the proposal response. This information may be accepted after opening if determined solely by the County to be in its best interest, but no later than 10 calendar days after request.

16. **TERMINATION**

Any agreement as a result of this proposal 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 vendor, 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.

The Procurement Management Director may immediately terminate any agreement as a result of this proposal for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

See Termination Conditions specified within Franchise Hauling Agreement.

Any vendor who has voluntarily withdrawn from a formal proposal 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 of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Procurement Management.

17. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a proposal are subject to public disclosure and will **not** be afforded confidentiality.

18. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are *not* to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

19. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

20. **CONFLICT OF INTEREST**

All firms are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22:

The County is prohibited from soliciting 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.

And:

A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary contractor/consultant or a prominent member of the team, cannot be selected or retained, as the primary contractor/consultant or a named member of the contracting/consulting team, to perform project design, engineering, or construction services for subsequent phases or scopes of work for this project. Pursuant to FS. s. 287.057(17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

Should your response 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 submittal from consideration for this project.

LEE COUNTY, FLORIDA
PROPOSAL FORM
FOR
STEP – ONE
Qualifications

SOLID WASTE AND RECYCLING COLLECTION SERVICES FOR SERVICE AREA FOUR

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, which includes the “Proposed Solid Waste and Recycling Collection Franchise Agreement”, all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

SOLID WASTE AND RECYCLING COLLECTION SERVICES FOR SERVICE AREA FOUR

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

The undersigned acknowledges receipt of Addenda numbers: _____

TO BE STARTED IMMEDIATELY FOLLOWING AWARD BY THE BOARD OF COUNTY COMMISSIONERS

Proposers should carefully read all the terms and conditions of the specifications and proposed franchise agreement. Any deviation or modification to the proposal criteria, specifications or franchise agreement may be grounds to reject the proposal.

Are there any modifications to the proposal criteria, specifications or franchise agreement?

Yes _____ No _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the proposer being declared nonresponsive or to have the award of the proposer rescinded by the County.

MODIFICATIONS:

Proposer shall submit his/her proposal on the County’s Proposal Price Forms’, including the firm name and authorized signature. Any blank spaces on the Proposal Price Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on Lee County’s Form may result in the Proposer/Proposal being declared non-responsive by the County.

ANTI- COLLUSION STATEMENT

THE BELOW SIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO A PROPOSAL WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE).

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

DUNS#: _____

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: _____

E-MAIL ADDRESS: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ Yes _____ No

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
STEP – ONE - Qualifications**

Solid Waste and Recycling Collection Services for Service Area 4

SCOPE

Lee County Board of County Commissioners is requesting Qualifications and Proposal Statements from interested Proposers to provide contract services for the collection and delivery of Residential and Commercial vegetative and solid waste and recycling materials. The Proposer shall collect materials from Lee County households and commercial establishments, and deliver those materials to a Lee County designated site or sites.

No Proposer or franchise holder may own or have a financial interest of more than five percent (5%) in any other Proposer or franchise holder whether such ownership occurs by himself/herself or through a parent, subsidiary or holding company or any other business entity.

All proposals must be made on the basis of the specifications contained herein.

Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs 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 certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

PROPOSAL OUTLINE:

Proposal to provide Residential and Commercial Solid Waste and Recycling Collection Services to Lee County Service Area Four, which is located in unincorporated Lee County.

For Residential/Commercial Solid Waste and Recycling Collection Services the Proposer is asked to Propose per residential dwelling unit (by type of service) and, per container, per pull (for commercial service) prices.

The estimated number of units is provided by the County.

The Proposal shall be based on service utilizing the County's Solid Waste System Facilities, and other facilities as designated by the Contract Administrator.

PRE-PROPOSAL CONFERENCE:

All interested parties are invited to attend a non-mandatory pre-Proposal conference to be held on **Tuesday, December 2, 2014** at 2:30pm at the County/City Annex, Procurement Management, 1825 Hendry Street, 3rd Floor, Fort Myers, Florida.

The Pre-Proposal conference will address the Proposal process for the collection of solid waste and recycling collection services in unincorporated Lee County. Any suggested modifications may be presented in writing, or discussed with the County's representative(s) for possible inclusion in the Proposal. It is anticipated that the conference will focus on policy issues and administrative issues. However, no topics will be excluded. All changes to specifications will be made by addendum and posted to the Procurement Management website.

COUNTY INTERPRETATION/ADDENDA

No interpretation or clarification of the meaning of the proposal documents will be binding if made to any Proposer orally. Every such request must be in writing, addressed to **Amy Hofschneider @ ahofschneider@leegov.com**, and received no later than **Monday December 15, 2014 @ 2:00PM**. It is the contractor's responsibility to check the Procurement Management website for an addendums to this solicitation.

TERM OF AWARD

If awarded, the term of this solicitation shall be in effect for five years unless sooner terminated, in accordance with the proposed franchise agreement and the conditions of this RFP. The County reserves the right to renew this contract (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to two additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

The award and (proposer) executed contract will be submitted to the Board of County Commissioners for approval.

TERMINATION

The franchise agreement entered into as a result of this proposal may be terminated by either party only pursuant to the termination conditions established by the franchise agreement.

AGREEMENTS/CONTRACTS

The awarded vendor will be required to execute a Franchise Agreement/Contract as a condition of award. A copy of this is attached hereto as part of the "Detailed Specifications" and made part of this RFP.

OFFICE AND EQUIPMENT

Note: The Local Vendor Preference is not applicable for this RFP because the awarded contractor is required to establish a Lee County-based operations facility.

As stated within the Franchise Hauling Agreement it is a requirement that the awarded contractor comply with the following;

The Contractor shall maintain an office within Lee County where questions and complaints will be received. It shall be equipped with sufficient phone lines (no less than five per service area) and phone equipment, and 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. In addition, sufficient personnel shall answer phone calls for customer service beginning at 7:30 a.m. and continuing throughout the day as long as any Collection vehicles are working. The Contractor shall provide a dedicated fax machine to receive complaints from the County, and a computer to communicate with the County. 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. The Contractor shall also have a website for the purpose of providing information to residential and commercial customers. 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. An equipment yard must be established within Lee County no later than August 30, 2015. Failure to establish an equipment yard may result in loss of franchise, pending the Contract Administrator's review of whether the Contractor is using his best efforts to establish an equipment yard in a timely manner.

Equipment yard means a real property location, either owned or leased by the contractor for the term of this Agreement that shall be utilized by the Contractor for the storage and keeping of all equipment needed by the Contractor to provide all services under this Agreement in the Service Area. The equipment maintenance areas shall be under roof and have a concrete floor. Contractor shall allow County staff to visit the facility for inspections any time the Contractor has personnel on site.

SELECTION PROCESS

Step One

The firm offering the best proposal, in the opinion of the County, will be awarded a contract. The evaluation committee will review and assess all submittals. Those proposals deemed to meet all minimum qualifications will be scored based upon established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each proposal.

Only those firms achieving a minimum of 93 points will be short listed to move forward to Step Two and have their pricing opened.

Step Two – See Basis of Award under Step-Two Pricing. Points assessed by selection committee do not hold value during the assessment of pricing under step two.

FORMAT STEP ONE PROPOSAL - Qualifications

The technical proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. No cost information is to be included within Step One.

Limit the color and number of images to avoid unmanageable file size but not to the extent of limiting relevant details.

NO PRICING – is to be submitted with Step One

COVER

Company Name
Contact Person
Responsible Office
Telephone Number
Fax Number
Email Address

Tab 1 - Criteria 1

Tab 2 Criteria 2

Tab 3 Criteria 3

Tab 4 Criteria 4

Tab 5 Criteria 5

Tab 6 **Required Information Step One**

- Proposal Form
- Signed Anti-Collusion
- Contractor History
- Affidavit Principle Place of Business
- Disadvantaged Business Enterprises Participation Form
- Affidavit Certification Immigration Laws
- Certificate of Insurance

EVALUATION PROCESS / CRITERIA STEP ONE

The Evaluation Selection Committee comprised of county staff shall review all submitted proposals. Experience, references and overall understanding of the requested services will be included as part of the basis of evaluations.

Those proposals deemed to meet all qualifications will be scored based upon established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each proposal.

Only those proposers achieving a minimum of 93 points will move forward to Step Two and have their pricing opened. Any proposer found non-responsive and/or not meeting qualifications by the evaluation committee, shall have their Step Two Proposal returned unopened at the completion of the process.

Lee County reserves the right to reject any and all proposals; to waive informalities and irregularities; and to re-solicit for proposals if necessary. Any of these rights may be exercised by Lee County before or after receipt and evaluations of proposals. The selection committee will recommend award to be made to the proposer whose proposal is determined to be most advantageous to Lee County

Submitting proposers will be notified in writing following the Step One evaluation committee meeting of its decision. The County will then open Step Two priced proposal envelopes of the companies that met the qualification requirements from Step One. The Date of Step Two Price Proposal Opening will be announced with notice of intent regarding the Step One decision.

NOTE: Proposed short-list and/or qualifications meeting dates are posted on the Procurement Management web page at www.lee-county.com/procurementmanagment (Projects, Award Pending).

In addition to the requested information listed under Submission of Proposal, Section , firms should address the following in their submittal;

CRITERION ONE: Experience – (Maximum of 30 points)

Proposer (company or principal officer) must have, at a minimum, seven (7) years of successful experience in collecting residential curbside, residential containerized (dumpster) and commercial solid waste and recycling materials. A summary of all (but not more than 10) of the most recently awarded and serviced (but not necessarily completed) comparable governmental contracts, going back no more than five (5) years, must be provided. This record must show the name of the project owner (governmental contract client), address, description of project, dates of service, annual contract cost of work in dollars, and a current contact/reference person, a telephone number and e-mail address.

Additionally, the Proposer (company) must have, currently, at least one contract with a governmental entity collecting solid waste and recyclable materials for a population size (measured by number of residential collections units) comparable to 80% of the population size of Service Area Four. The Proposer must provide information regarding at least one but no more than five current solid waste and recycling contracts with a government entity in which the work scope is similar to the work required by this RFP.

Finally, the Proposer must provide information on previous Service Area start-up experience and shall describe methods that will be used to acquire and establish collection vehicles and commercial containers, commercial customer account tracking system, commercial and residential routing plans, staffing requirements, and personnel hiring in Lee County.

CRITERION TWO: Financial Stability – (Maximum of 20 Points)

Proposer must demonstrate financial stability sufficient for the Qualification Committee to conclude Proposer has the financial ability to service Area Four for the term of the Contract. The Proposer must provide a statement of Proposer's financial stability, including information as to any current or previous bankruptcy proceedings. Proposers must include a copy of the most recent annual financial report/annual audit, 10k and the most recent 10Q, if appropriate. Financial reports provided must include, at a minimum, a Balance Sheet, an Income Statement, and a Statement of Cash Flow.

The Proposer must provide a summary of any litigation exceeding \$150,000.00 that the Proposer has been a party to during the past three (3) years which is related to the Services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Selection Committee may disqualify any Proposer if it determines the Proposer to be excessively litigious, either as Plaintiff or Defendant.

The Proposer must provide a summary of any criminal convictions of the company, owners, and/or officers related to the services being proposed. The Selection Committee may disqualify a Proposer on the basis of past criminal convictions when those convictions relate to any form of dishonesty, antitrust violations or unfair competition. The Proposer must provide a listing of any and all administrative penalties or fines exceeding \$10,000.00 (cumulative total) for any acts of non-performance or poor performance during the past 7 years of providing solid waste collection services.

CRITERION THREE: Acceptable Resources – (Maximum of 30 Points)

Proposer must provide a list of facilities; equipment and personnel available to do the work or a certified statement of financial capability from a financial institution demonstrating the Proposer's ability to acquire the necessary assets to perform the agreement as Proposed. In addition, Proposer must provide an explanation as to how this equipment will be used in Service Area Four given the requirements. Also, Proposer must show how this equipment will be sufficient to handle the Proposer's total workload including other non- Lee County projects. All collection vehicles shall be in good working order sufficient to meet the Agreement requirements. The Selection Committee may disqualify any Proposer if it concludes the Proposer does not possess either the acceptable resources referred to above or has not provided a satisfactory statement of financial capability as outlined below.

The Proposer must include a completed organizational chart showing the names and positions of all management and supervisory personnel proposed to be assigned to Lee County. Also include resumes.

If the Proposer chooses to provide a statement of financial capability, then the Proposer must show a detailed plan of action showing, at a minimum, the type, quantity and cost of facilities and equipment the Proposer proposes to acquire to Service Area Four.

In addition, Proposer must show the type and number of employees to be hired. Proposer must show that the funds available as shown in the financial capability statement will be sufficient for the proposed acquisitions, hiring and all other expenses.

CRITERION FOUR Bonding Company Commitment – (Maximum of 10 Points)

Proposer must provide an irrevocable letter of commitment from a State of Florida licensed bonding company to provide a Performance Bond for services as Proposed. The irrevocable letter of commitment must specifically accept the Performance Bond language as provided by the County in this Request for Proposals. In addition, it must accept the dollar size of the Performance Bond as provided in the Specification / Franchise Agreement section of the Proposal. However, for the purposes of this Proposal criterion only, the dollar amount of the performance bond for Service Area Four is estimated at \$4,000,000.00. It is important to note that failure to secure a commitment for the estimated required level of the Performance Bond for Service Area Four will result in a score of zero points for this criterion.

CRITERION FIVE: Insurance Company Commitment – (Maximum of 10 Points)

Proposer must provide proof in the form of a certificate of insurance (similar to and accord form) with the minimum following limits: Worker's Compensation – Statutory limits; Employer's Liability - \$1,000,000.00; Commercial General Liability - \$2,500,000.00 and Business Automobile Liability - \$5,000,000.00.

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

Major 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)
\$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."*



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. **The certificate holder shall read as follows:**

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**

- b. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.***

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 insure that all subcontractors comply with all insurance requirements.

**LEE COUNTY
CONTRACTOR HISTORY**

Please answer the following four questions. Attach additional pages, if necessary.

Failure to submit this form may be grounds to be declared non-responsive.

1. Has your company, corporation, partnership, enterprise or any of its principals, partners or officers been charged, convicted or plead guilty to criminal violations of any state, federal or local environmental laws within the past seven years? If yes, please describe in detail the nature of the charge and its status, or the nature of the conviction or guilty plea.

2. Has your company, corporation, partnership, enterprise or any of its principals, partners or officers been cited or served notice of any civil violations of municipal, county, state or federal environmental laws, regulations or ordinances within the past seven years? If yes, please describe in detail the nature of the citation or notice of violation and the outcome or its current status.

3. Has your company, corporation, partnership, enterprise or any of its principals, partners, officers been cited or served notice of any violations of the Occupational Safety and Health Act of 1970 (OSHA) within the past seven years? If yes, please describe in detail the nature of the citation or notice of violation and the outcome or its current status.

4. Has your company, corporation, partnership, enterprise or any of its principals, partners or officers been a party in any litigation related to construction, contract or environmental laws within the past seven years? If yes, please describe the nature of the lawsuit(s), the names of the parties, the court and case number and the outcome or current status.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

NOTE: This form must be signed by the person who will sign, or has signed the Proposal/Quote Form. This form will become part of the contract documents.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

TOTAL VALE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WORK: \$ _____

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZIED: _____%

CONTRACTOR NAME

SIGNATURE

DATE

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFP150033 PROJECT NAME: _____

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.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____ 20____, by _____ who has produced

(Print or Type Name)

_____ as identification.

(Type of Identification and Number)

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.**

**END OF
STEP
ONE
QUALIFICATIONS**



PROJECT NO.: RFP150033

OPEN DATE: December 23, 2014
AND TIME: 2:30 P.M.

PRE-PROPOSAL MEETING:
DATE: Tuesday December 2, 2014
TIME: 10:00AM

LOCATION: County/City Annex
Procurement Management
1825 Hendry St, 3rd Floor
Fort Myers, FL 33901

REQUEST FOR PROPOSALS

TITLE:

**Solid Waste and Recycling Collection Services for
Service Area 4
STEP –TWO
PRICING**

Advertised Date: November 14, 2014

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT

ADDRESS

1825 HENDRY ST 3RD FLOOR
FORT MYERS, FL 33901

PROCUREMENT CONTACT:

NAME: Amy Hofschneider
TITLE: Procurement Analyst
PHONE NO.: (239) 533-5899
EMAIL: ahofschneider@leegov.com

LEE COUNTY, FLORIDA
PROPOSAL FORM
FOR
STEP – TWO
PRICING
SOLID WASTE AND RECYCLING COLLECTION SERVICES FOR SERVICE AREA FOUR

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the “General Conditions”, , and the “Detailed Specifications” which includes the “Proposed Solid Waste and Recycling Collection Franchise Agreement”, all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

SOLID WASTE AND RECYCLING COLLECTION SERVICES FOR SERVICE AREA FOUR

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

The undersigned acknowledges receipt of Addenda numbers: _____

TO BE STARTED IMMEDIATELY FOLLOWING AWARD BY THE BOARD OF COUNTY COMMISSIONERS

SEE ATTACHMENTS

Instructions for completing price schedules enclosed herein

- **PRICE SCHEDULE ALT. 1- Seven Year Term**
- **PRICE SCHEDULE ALT. 2 – Same Day Curbside Residential Svc.**
- **PRICE SCHEDULE ALT. 3 – Automated Curbside Residential Garbage**
- **BASE PRICING SCHEDULE**

Proposers should carefully read all the terms and conditions of the specifications and proposed franchise agreement. Any representation of deviation or modification to the proposal may be grounds to reject the proposal.

Are there any modifications to the proposal or specifications?

Yes _____ No _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the proposer being declared nonresponsive or to have the award of the proposal rescinded by the County.

MODIFICATIONS:

Proposer shall submit his/her proposal on the County's Proposal Price Forms', including the firm name and authorized signature. Any blank spaces on the Proposal Price Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on Lee County's Form may result in the Proposer/Proposal being declared non-responsive by the County.

ANTI- COLLUSION STATEMENT

THE BELOW SIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO A PROPOSAL WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE).

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

DUNS#: _____

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: _____

E-MAIL ADDRESS: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ Yes _____ No

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
STEP – TWO – PRICING**

Solid Waste and Recycling Collection Services for Service Area 4

SCOPE

Lee County Board of County Commissioners is requesting Qualifications and Proposal Statements from interested Proposers to provide contract services for the collection and delivery of Residential and Commercial vegetative and solid waste and recycling materials. The Proposer shall collect materials from Lee County households and commercial establishments, and deliver those materials to a Lee County designated site or sites.

No Proposer or franchise holder may own or have a financial interest of more than five percent (5%) in any other Proposer or franchise holder whether such ownership occurs by himself/herself or through a parent, subsidiary or holding company or any other business entity.

All proposals must be made on the basis of the specifications contained herein.

Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs 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 certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

PROPOSAL OUTLINE:

Proposal to provide Residential and Commercial Solid Waste and Recycling Collection Services to Lee County Service Area Four, which is located in unincorporated Lee County.

For Residential/Commercial Solid Waste and Recycling Collection Services the Proposer is asked to Propose per residential dwelling unit (by type of service) and, per container, per pull (for commercial service) prices.

The estimated number of units is provided by the County.

The Proposal shall be based on service utilizing the County's Solid Waste System Facilities, and other facilities as designated by the Contract Administrator.

PRE-PROPOSAL CONFERENCE:

All interested parties are invited to attend a non-mandatory pre-Proposal conference to be held on **Tuesday, December 2, 2014** at 2:30 pm at the County/City Annex, Procurement Management, 1825 Hendry Street, 3rd Floor, Fort Myers, Florida.

The Pre-Proposal conference will address the Proposal process for the collection of solid waste and recycling collection services in unincorporated Lee County. Any suggested modifications may be presented in writing, or discussed with the County's representative(s) for possible inclusion in the Proposal. It is anticipated that the conference will focus on policy issues and administrative issues. However, no topics will be excluded. All changes to specifications will be made by addendum and posted to the Procurement Management website.

COUNTY INTERPRETATION/ADDENDA

No interpretation or clarification of the meaning of the proposal documents will be binding if made to any Proposer orally. Every such request must be in writing, addressed to **Amy Hofschneider @ ahofschneider@leegov.com**, and received no later than **Monday December 15, 2014 @ 2:00PM**. It is the contractor's responsibility to check the Procurement Management website for an addendums to this solicitation

TERM OF AWARD

If awarded, the term of this solicitation shall be in effect for five years unless sooner terminated, in accordance with the proposed franchise agreement and the conditions of this RFP. The County reserves the right to renew this contract (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to two additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

The award and (proposer) executed contract will be submitted to the Board of County Commissioners for approval.

TERMINATION

The franchise agreement entered into as a result of this proposal may be terminated by either party only pursuant to the termination conditions established by the franchise agreement

AGREEMENTS/CONTRACTS

The awarded vendor will be required to execute a Franchise Agreement/Contract as a condition of award. A copy of this is attached hereto as part of the "Detailed Specifications" and made part of this RFP.

OFFICE AND EQUIPMENT

Note: The Local Vendor Preference is not applicable for this RFP because the awarded contractor is required to establish a Lee County-based operations facility.

As stated within the Franchise Hauling Agreement it is a requirement that the awarded contractor comply with the following;

The Contractor shall maintain an office within Lee County where questions and complaints will be received. It shall be equipped with sufficient phone lines (no less than five per service area) and phone equipment, and 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. In addition, sufficient personnel shall answer phone calls for customer service beginning at 7:30 a.m. and continuing throughout the day as long as any Collection vehicles are working. The Contractor shall provide a dedicated fax machine to receive complaints from the County, and a computer to communicate with the County. 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. The Contractor shall also have a website for the purpose of providing information to residential and commercial customers. 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. An equipment yard must be established within Lee County no later than August 30, 2015. Failure to establish an equipment yard may result in loss of franchise, pending the Contract Administrator's review of whether the Contractor is using his best efforts to establish an equipment yard in a timely manner.

Equipment yard means a real property location, either owned or leased by the contractor for the term of this Agreement that shall be utilized by the Contractor for the storage and keeping of all equipment needed by the Contractor to provide all services under this Agreement in the Service Area. The equipment maintenance areas shall be under roof and have a concrete floor. Contractor shall allow County staff to visit the facility for inspections any time the Contractor has personnel on site.

FORMAT STEP ONE PROPOSAL- Pricing

Please follow guidelines provide under Submission of Proposal, include below;

- Proposal Form – Step Two
- Anti- Collusion Statement - Signed
- Price Schedule ALT. 1- Seven Year Term- *hard copy* (2 pages)
- Price Schedule ALT. 2 – Same Day Curbside Residential Svc. *hard copy* (1 page)
- Price Schedule ALT. 3 – Automated Curbside Residential Garbage *hard copy* (1 page)
- Base Pricing Schedule (5 pages)

BASIS OF AWARD / SELECTION PROCESS

Lee County unconditionally reserves the right to award to the lowest responsive, responsive bidder whose prices, in its sole judgment, is the most realistic in terms of provision of the best services. Additionally, Lee County reserves the right to reject any and all bids at any time, unconditionally and without cause.

The County reserves the right to reject any unbalanced Proposals such as Proposals that have unreasonably low or high Grand Total Annual Cost, Proposals that are unbalanced between the Residential and Commercial components (one Proposal too high and the other too low, etc.), Proposals that are unbalanced between the 5-year term pricing and the 7-year term pricing, or Proposals that exhibit an anticompetitive pattern. The County will be the sole judge in making the above determinations.

WARNING: THE COUNTY WILL STRICTLY ENFORCE ALL THE PROVISIONS OF THE RESULTING FRANCHISE AGREEMENTS INCLUDING PENALTY CLAUSES FOR ANY SERVICE QUALITY PROBLEMS. FRANCHISEES SHALL NOT BE ALLOWED RATE INCREASES ON THE BASIS THAT THEY PROPOSED TOO LOW. NON-PERFORMANCE DUE TO TOO LOW A PROPOSAL SUBMITTED OR ACCEPTED SHALL RESULT IN CANCELLATION OF ALL RESIDENTIAL AND COMMERCIAL SOLID WASTE AND RECYCLING COLLECTION SERVICES FRANCHISE AGREEMENTS WITH THE PROPOSER.

ADDITIONAL PROVISIONS

DISPOSAL COST: disposal cost figures are provided ANNUALLY by the County.

SPECIAL SERVICES COST: The cost of special services such as rolling out containers, back door service and others are set by the County and published in the attached Franchise Agreement.

CONTAINER COSTS: The County has set the rental rates for containers for both commercial and residential use. These rates are found in the Franchise Agreement.

COMMERCIAL RECYCLING COLLECTION SERVICE COSTS: The costs for collecting commercial recycling containers are set by the County and published in the attached Franchise Agreement

FRANCHISE AGREEMENT: The Franchise Agreement section of this RFP fully describes the Residential and Commercial Solid Waste and Recycling Collection Services. Proposers need to carefully read the entire document.

PROPOSAL BOND SECURITY AND FORFEITURE

The PROPOSER shall submit not less than **One Hundred Thousand Dollars (\$100,000.00)** as bid security. The Bid Security Bond is to be submitted to the COUNTY in triplicate. The copies must be a photographic reproduction of the completed form set forth in the Contract Documents and clearly marked "COPY".

The following types of Bid Security are acceptable:

- A Certified Check or a Cashier's Check, in the stated dollar amount of not less than **One Hundred Thousand Dollars**. Any Certified Checks or Cashier Checks 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
- A Bid Bond may be submitted on Lee County Paper Bid Bond Form or Lee County Electronic Bid Bond Form, completed and signed by all required parties, of not less than **One Hundred Thousand Dollars** (including Alternate(s) if applicable) and shall accompany each Bid. Contact your Surety Company to inquire if they utilize the Electronic Bid Bond form through Lee County. The Bid Bond, whether submitted by paper or electronic format shall be issued by a duly constituted surety authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.
- Personal checks are not acceptable to Lee County as Bid Security.

The Bid Security of the Proposer will be retained until the Proposer has executed the contract, whereupon the Bid Security will be returned. The Bid Security of other Proposers 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 Agreement, whereupon Bid Securities furnished by such Proposers will be returned. Bid Securities with bids which are not competitive will be returned within fourteen calendar days after bid opening.

If within seven calendar days after notification by Lee County of the COUNTY'S approval to award a contract, the successful BIDDER refuses or otherwise neglects to execute the required written contract, fails to furnish the required Public Payment and Performance Bond, or fails to submit the required Certificate of Insurance, then the COUNTY may annul the Notice of Award. The amount of the BIDDER'S bid security shall be forfeited and may be retained by Lee County.

No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the BIDDER for recovery of its bid security or as a defense to any action based upon its neglect or refusal to execute a written Contract.

Under no circumstances shall the successful Proposer start work until he/she has supplied an acceptable performance bond. If the successful Proposer fails to supply a performance bond as specified in the Proposal, the County shall be entitled to retain the Bid Security to mitigate the Proposer's unacceptable performance.

PERFORMANCE BOND:

A valid Performance Bond is required from the successful Proposer at the time the Franchise Agreement is executed by the Proposer. The size of the performance bond is directly related to the amount of the Proposal submitted by Proposer. Disclosure of the performance bond commitment by the Proposer's bonding company may compromise the Proposal process. In order to protect this confidential Proposer information, the County has estimated bond requirement for Service Area Four. The irrevocable letter of commitment from the bonding company shall reference the following amounts for the purposes of qualification process in the Proposal:

Service Area 4 =	\$4, 000,000.00
------------------	-----------------

It is understood that the actual performance bond required at the time of franchise agreement execution may be higher or lower depending on the awarded amounts for the contract services for Service Area Four.

COMPETENCY TO CONTRACT

The Proposer expressly recognizes, acknowledges, and agrees that the County is a legally constituted Political Subdivision and Charter County of the State of Florida with all powers of local home rule. The Proposer expressly admits, acknowledges, and recognizes the County's jurisdiction and ability to enter into solid waste collection franchise agreements in Lee County and to specify the designated receiving facilities for all materials collected pursuant to such franchise agreements. The Proposer hereby waives any legal causes of action regarding the County's competency and/or ability to enter into solid waste collection franchise agreements with the Proposer.

PRICE PROPOSAL FORMS INSTRUCTIONS FOR PROPOSERS

The following are guidelines and definitions to assist Proposers in completing the Price Proposal Forms required for this Proposal. Although some of the information requested in the pricing template is not used in the pricing calculation, it may be used as a basis for disallowing proposals if deemed extraordinarily high. The organization of the instructions corresponds to the order of the pricing template.

Base Price Proposal

A. Residential Single-Family Dwellings - Basic Services

For collection of Solid Waste, Recyclables, and Vegetative Waste, enter the following information:

Price Per Dwelling Per Collection: Provide the weekly collection cost for each curbside service, for each residential dwelling unit in the franchise service area.

Total: Calculate and enter totals in appropriate spaces.

B. Commercial Multi-Family Dwelling Curbside Can Service

For collection of Solid Waste, and Recycling Material enter the following information:

Price Per Dwelling Per Collection: Provide the weekly collection cost for each dwelling unit of this category in the franchise service area. Note: this price cannot exceed 75% of the total price for items (A.1 + A.2).

Total: Calculate and enter totals in the appropriate space.

C. Commercial Properties - Basic Services

For each type/size container listed, enter the following information related to the collection of materials from commercial properties.

Collection Price Per Pull: For each type of container, provide the collection price per pull for each container unit in the franchise area for the collection of Solid Waste Or Vegetative Waste.

Total: Calculate and enter totals in appropriate spaces.

GRAND TOTAL FOR BASIC SERVICES: Enter the sum of the totals of A, B & C. This sum constitutes the Proposer's annual grand total price for the corresponding franchise area. Note, pricing for services and items shown on the third, fourth, and fifth pages of the Base Price Proposal form shall be used by the Proposer and are established by the County.

ALTERNATE PRICING SCENARIOS

Each Proposer is required to propose prices for the following Alternate Work Scenarios for the Franchise Area for which it has submitted a “Base Pricing Proposal”. The County may determine that one of the alternate scenarios and its attendant pricing is in the best interest of the County and such decision will be made solely by the County. If such is the case, certain relevant sections of the proposed solid waste franchise contract (attached as part of this RFP150033) will be conformed to the requirements of the alternate collection/pricing scenario.

Alternate Price No. 1

Same as the base case contract scenario except the Term of the Solid Waste and Recycling Collection Franchise Agreement will be seven (7) years instead of five (5) years. Complete the pricing pages identified as “Alternate Price No. 1” in the same manner as the base case scenario.

Alternate Price No. 2

Same as the base case contract scenario except that the Proposer will state the pricing to provide all single and multi family residential curbside collections (i.e., garbage waste, recyclables, and vegetative waste) on the same day of the week for each scheduled route. Collections will be provided in accordance with the attached proposed contract for curbside residential (and curbside multifamily) collections on Monday through Friday, each week. Complete the pricing page identified as “Alternate Price No. 2” in accordance with instructions on the pricing page for a 5-year and 7-year contract term.

Alternate Price No. 3

Same as the base case contract scenario except that the Proposer will state the pricing to provide an automated collection system for the curbside residential garbage waste. The pricing will include all labor, materials, equipment, etc., to provide a ‘rotationally molded’ 95-gallon, wheeled cart (with connected lid) for each single-family residential curbside dwelling unit and provide automated or semi-automated collection service and vehicles for such carts. Certain units may elect a nominal 65-gallon wheeled cart and proposer will provide (or change-out) same subject to approval by the County. All other requirements of the proposed solid waste franchise contract remains as stated in the base case scenario including, but not limited to, unlimited garbage waste set-out, bulk waste collection, e-waste collection, etc.

The wheeled carts for this alternate will be purchased and maintained by the Proposer and will be delivered to the dwelling units no sooner than September 15, 2015 and placed into service no later than November 30, 2015. All required replacement and additional carts will be provided by the Proposer in a timely fashion. The County will be deemed owner of all wheeled carts on September 30, 2020, including any additional carts placed into service after such date. Carts will include a hot-stamped label stating “Property of Lee County” and color will be selected by the County. Cart specifications and manufacturer must be approved by the County, with such approval not to be unreasonably withheld.

Complete the pricing page identified as “Alternate Price No. 3” in accordance with instructions on the pricing page for a 5-year and 7-year contract term.

Proposer's Name: _____

A. Residential Dwellings Curbside Services *

	Estimated Number of Dwelling Units **		Price Per Dwelling Per Collection		Number of Collections Per Year	=	Total
A.1. Garbage Waste	<u>46,700</u>	X	\$ _____	X	<u>52</u>	=	\$ _____
A.2. Recyclables	<u>46,700</u>	X	\$ _____	X	<u>52</u>	=	\$ _____
A.3. Vegetative Waste	<u>46,700</u>	X	\$ _____	X	<u>52</u>	=	\$ _____
			Subtotal \$ _____				
Total Annual Residential Dwelling Curbside Collection Rate							\$ _____

B. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number of Dwelling Units **		Price Per Dwelling Per Collection ***		Number of Collections Per Year	=	Total
Garbage and Recyclables (Services same as A.1 and A.2)	<u>100</u>		\$ _____	X	<u>52</u>	=	\$ _____

* Includes All Collection and Related Services Required in Accordance with the Agreement.

** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.

*** Shall not exceed 75% of cost of (A.1 + A.2)

Proposer's Name: _____

C. Commercial Properties Container Collection Including Multifamily Dwellings, Businesses and Institutions *

Garbage and/or Vegetative Materials Collection	Number of Commercial Containers **	Annual Container Rental Price ***	Collection Price Per Pull ****	Estimated Average Number of Collections Per Year **	Total
Commercial Can	<u>387</u>	X (\$ <u>0.00</u>)	+ (\$ _____)	X <u>60</u>)	= \$ _____
2 CY Dumpster	<u>256</u>	X (\$ <u>0.00</u>)	+ (\$ _____)	X <u>60</u>)	= \$ _____
4 CY Dumpster	<u>199</u>	X (\$ <u>0.00</u>)	+ (\$ _____)	X <u>65</u>)	= \$ _____
6 CY Dumpster	<u>101</u>	X (\$ <u>0.00</u>)	+ (\$ _____)	X <u>52</u>)	= \$ _____
8 CY Dumpster	<u>178</u>	X (\$ <u>0.00</u>)	+ (\$ _____)	X <u>216</u>)	= \$ _____
**** 4 CY Vertical Compactor	<u>2</u>	X (\$ <u>1425</u>)	+ (\$ _____)	X <u>208</u>)	= \$ _____
**** 6 CY Vertical Compactor	<u>1</u>	X (\$ <u>1425</u>)	+ (\$ _____)	X <u>156</u>)	= \$ _____
**** 20 CY Compactor	<u>0</u>	X (\$ <u>2510</u>)	+ (\$ _____)	X <u>0</u>)	= \$ _____
**** 30 CY Compactor	<u>6</u>	X (\$ <u>2625</u>)	+ (\$ _____)	X <u>40</u>)	= \$ _____
**** 40 CY Compactor	<u>4</u>	X (\$ <u>2660</u>)	+ (\$ _____)	X <u>52</u>)	= \$ _____
10 CY Roll Off Container	<u>0</u>	X (\$ <u>410</u>)	+ (\$ _____)	X <u>0</u>)	= \$ _____
20 CY Roll Off Container	<u>0</u>	X (\$ <u>525</u>)	+ (\$ _____)	X <u>0</u>)	= \$ _____
30 CY Roll Off Container	<u>3</u>	X (\$ <u>565</u>)	+ (\$ _____)	X <u>35</u>)	= \$ _____
40 CY Roll Off Container	<u>0</u>	X (\$ <u>660</u>)	+ (\$ _____)	X <u>0</u>)	= \$ _____
Multifamily Recycling Collection. Additional Containers, If Required, at No Extra Charge. Estimated Number of Multi Dwelling Units ** RV	<u>3,177</u> <u>664</u>				
Total Annual Commercial Collection Rates					\$ _____
Grand Total Price for Basic Service (A+B+C)					\$ _____

* Includes All Collection and Related Services Required in Accordance with the Agreement.
 ** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
 *** Container Rental Price Shown is for One Year. Contractor Shall Charge Customers Pro Rated on a Weekly Basis.
 **** All Prices Indicated are "Not-To-Exceed" Prices
 ***** 25 to 30 Percent of all Compactors are Customer Owned

Proposer's Name: _____

A. Residential Dwellings Curbside Services *

	Estimated Number of Dwelling Units **		Price Per Dwelling Per Collection	:	Number of Collections Per Year	=	Total Five (5) Year Term		Total Seven (7) Year Term
A.1. Garbage Waste	<u>46,700</u>	X	\$ _____	:	<u>52</u>	=	\$ _____		\$ _____
A.2. Recyclables	<u>46,700</u>	X	\$ _____	:	<u>52</u>	=	\$ _____		\$ _____
A.3. Vegetative Waste	<u>46,700</u>	X	\$ _____	:	<u>52</u>	=	\$ _____		\$ _____
	Subtotal		\$ _____						
Total Annual Residential Dwelling Curbside Collection Rate							\$ _____		\$ _____

B. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number of Dwelling Units **		Price Per Dwelling Per Collection ***	:	Number of Collections Per Year	=	Total Five (5) Year Term		
Garbage and Recyclables (Services same as A.1 and A.2)	<u>100</u>	X	\$ _____	:	<u>52</u>	=	\$ _____		\$ _____

C. Commercial Properties Contaner Collection Including Multifamily Dwellings, Businesses and Institutions*

Totals - Annual Commercial Collection Rates From Base Pricing Proposal and Alternate 1 Price Proposal	\$ _____	\$ _____
Alternate Price No. 2 Grand Total Price for Basic Service (A+B+C) For Both Five (5) and Seven (7) Year Terms	\$ _____	\$ _____

* Includes All Collection and Related Services Required in Accordance with the Agreement.

** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.

*** Shall not exceed 75% of cost of (A.1 + A.2)

Proposer's Name: _____

A. Residential Dwellings Curbside Services *

	Estimated Number of Dwelling Units **		Price Per Dwelling Per Collection	Number of Collections Per Year	=	Total Five (5) Year Term	Total Seven (7) Year Term
A.1. Garbage Waste	<u>46,700</u>	X	\$ _____	<u>52</u>	=	\$ _____	\$ _____
A.2. Recyclables	<u>46,700</u>	X	Totals - From Base Price Proposal			\$ _____	\$ _____
A.3. Vegetative Waste	<u>46,700</u>	X	and Alternate 1 Price Proposal			\$ _____	\$ _____
****Subtotal A.1+A.2+A.3 \$ _____							
Total Annual Residential Dwelling Curbside Collection Rate						\$ _____	\$ _____

B. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number of Dwelling Units **		Price Per Dwelling Per Collection ***	Number of Collections Per Year	=	Total Five (5) Year Term	
Garbage and Recyclables (Services same as A.1 and A.2)	<u>100</u>	X	\$ _____	<u>52</u>	=	\$ _____	\$ _____

C. Commercial Properties Contaner Collection Including Multifamily Dwellings, Businesses and Institutions*

Totals - Annual Commercial Collection Rates From Base Pricing Proposal and Alternate 1 Price Proposal	\$ _____	\$ _____
Alternate Price No. 3 Grand Total Price for Basic Service (A+B+C) For Both Five (5) and Seven (7) Year Terms	\$ _____	\$ _____

* Includes All Collection and Related Services Required in Accordance with the Agreement.

** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.

*** Shall not exceed 75% of cost of (A.1 + A.2)

**** Unit Prices for A.2 and A.3 Shall Be The Same As Base Case Pricing

Proposer's Name: _____

A. Residential Dwellings Curbside Services *

	Estimated Number of Dwelling Units **		Price Per Dwelling Per Collection	:	Number of Collections Per Year	=	Total
A.1. Garbage Waste	<u>46,700</u>	X	\$ _____	:	<u>52</u>	=	\$ _____
A.2. Recyclables	<u>46,700</u>	X	\$ _____	:	<u>52</u>	=	\$ _____
A.3. Vegetative Waste	<u>46,700</u>	X	\$ _____	:	<u>52</u>	=	\$ _____
	Subtotal		\$ _____				
Total Annual Residential Dwelling Curbside Collection Rate							\$ _____

B. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number of Dwelling Units **		Price Per Dwelling Per Collection ***	:	Number of Collections Per Year	=	Total
Garbage and Recyclables (Services same as A.1 and A.2)	<u>100</u>		\$ _____	:	<u>52</u>	=	\$ _____

* Includes All Collection and Related Services Required in Accordance with the Agreement.
 ** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
 *** Shall not exceed 75% of cost of (A.1 + A.2)

Proposer's Name: _____

C. Commercial Properties Container Collection Including Multifamily Dwellings, Businesses and Institutions *

Garbage and/or Vegetative Materials Collection	Number of Commercial Containers **	Annual Container Rental Price ***	Collection Price Per Pull ****	Estimated Average Number of Collections Per Year **	Total
Commercial Can	<u>387</u>	X (\$ <u>0.00</u>	+ (\$ _____	X <u>60</u>)	= \$ _____
2 CY Dumpster	<u>256</u>	X (\$ <u>0.00</u>	+ (\$ _____	X <u>60</u>)	= \$ _____
4 CY Dumpster	<u>199</u>	X (\$ <u>0.00</u>	+ (\$ _____	X <u>65</u>)	= \$ _____
6 CY Dumpster	<u>101</u>	X (\$ <u>0.00</u>	+ (\$ _____	X <u>52</u>)	= \$ _____
8 CY Dumpster	<u>178</u>	X (\$ <u>0.00</u>	+ (\$ _____	X <u>216</u>)	= \$ _____
**** 4 CY Vertical Compactor	<u>2</u>	X (\$ <u>1600</u>	+ (\$ _____	X <u>208</u>)	= \$ _____
**** 6 CY Vertical Compactor	<u>1</u>	X (\$ <u>1600</u>	+ (\$ _____	X <u>156</u>)	= \$ _____
**** 20 CY Compactor	<u>0</u>	X (\$ <u>2800</u>	+ (\$ _____	X <u>0</u>)	= \$ _____
**** 30 CY Compactor	<u>6</u>	X (\$ <u>2950</u>	+ (\$ _____	X <u>40</u>)	= \$ _____
**** 40 CY Compactor	<u>4</u>	X (\$ <u>2975</u>	+ (\$ _____	X <u>52</u>)	= \$ _____
10 CY Roll Off Container	<u>0</u>	X (\$ <u>450</u>	+ (\$ _____	X <u>0</u>)	= \$ _____
20 CY Roll Off Container	<u>0</u>	X (\$ <u>590</u>	+ (\$ _____	X <u>0</u>)	= \$ _____
30 CY Roll Off Container	<u>3</u>	X (\$ <u>635</u>	+ (\$ _____	X <u>35</u>)	= \$ _____
40 CY Roll Off Container	<u>0</u>	X (\$ <u>740</u>	+ (\$ _____	X <u>0</u>)	= \$ _____
Multifamily Recycling Collection. Additional Containers, if Required, At No Extra Charge. Estimated Number of Multi Dwelling Units ** <u>3,177</u> RV <u>664</u>					Total Annual Commercial Collection Rates \$ _____
					Grand Total Price for Basic Service (A+B+C) \$ _____

* Includes All Collection and Related Services Required in Accordance with the Agreement.
 ** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
 *** Container Rental Price Shown is for One Year. Contractor Shall Charge Customers Pro Rated on a Weekly Basis.
 **** All Prices Indicated are "Not-To-Exceed" Prices
 ***** 25 to 30 Percent of all Compactors are Customer Owned

**RATES DETERMINED BY THE COUNTY
(NOT TO BE ADJUSTED DURING TERM)
MONTHLY CONTAINER RENTAL RATES**

CONTAINERS		
SIZE (cubic yards)	RATE	
	5 Year*	7 Year*
	*Contract Term	
90 Gallon Wheel Cart	\$00.00	\$00.00
2 YD	\$00.00	\$00.00
4 YD	\$00.00	\$00.00
6 YD	\$00.00	\$00.00
8 YD	\$00.00	\$00.00
All Vertical Compactors	\$133.00	\$119.00
20 YD Compactor ±	\$234.00	\$202.00
30 YD Compactor ±	\$246.00	\$219.00
40 YD Compactor ±	\$248.00	\$222.00
10 YD Open R.O. Box	\$38.00	\$34.00
20 YD Open R.O. Box	\$49.00	\$44.00
30 YD Open R.O. Box	\$53.00	\$47.00
40 YD Open R.O. Box	\$62.00	\$55.00

Capacities in between these values (of same type) can be obtained by interpolation.
Capacities outside of these values (of same type) can be obtained by extrapolation.

**SPECIAL SERVICES RATES DETERMINED BY THE COUNTY
UNLESS OTHERWISE INDICATED INCLUDES SOLID AND VEGETATIVE WASTE
AND RECYCLING
(NOT TO BE ADJUSTED DURING TERM)**

Service	Rate per service
Rolling Out Recycling Container, with 25 or more feet per direction	\$1.20 (no charge for less than 25 feet per direction)
Rolling Out Front Load Container (and returning it to original location) ((garbage only))	\$5.00
Second Weekly Curbside Residential Garbage or Trash Collection	\$4.00 per week
Side of House Service (Residential Curbside Only)*	\$2.50
Opening (and closing) Doors or Gates	No Charge
Locks for Containers	\$10.00 (one time) Charge for Replacements based on cost +10%
Supplying lock bar install (and retrofitting) locking mechanism on Container***	\$50.00
Adding wheels to or changing wheels on Containers	No Charge
Adding lids to or changing lids on Containers	No Charge
Moving FEL Container Location Per Customer Request	No Charge
Changing Out Sizes (above twice per year)**	\$45.00
Additional Scheduled Pick-ups for Containerized Customers (multi-family)	Same as Applicable Commercial Collection Rates (Plus Disposal Charges)
Additional Unscheduled (Not Including “On-Call”) Pick-Ups For Commercial And Multifamily Containerized Customers	2 times Applicable Commercial Rates (Plus Regular Disposal Charges)
Special Service Or Special Equipment Required Because Of Impaired Accessibility	Negotiable
Return Roll Off Container To Same Spot Or Round Trip For Roll Off Container.	No Charge
Return Container After Service Was Stopped < 2 yard	\$20.00
Return Container After Service Was Stopped >2 yard	\$60.00
Collection Of Unbundled (Loose) Yard Waste From Curbside Residential Unit.	\$15.00 Per Cubic Yard

* There will be no charge for those residents medically unable to bring Solid Waste, or Recyclable Materials to curbside as delineated in Section 4.

** The first two change outs are free to the customer (FEL container only)

*** Determination of necessity of locking mechanisms is based on customer requirements.

**NOT-TO-EXCEED RATES FOR COMMERCIAL RECYCLING COLLECTION SERVICE
(MAY BE ADJUSTED BY COUNTY DURING TERM)**

Front-End Load Commercial Recycling Collection Service per collection Toters (nominal 95 Gal.) per collection	<p align="center">\$1.65 per cubic yard</p> <p align="center">\$3.14 per cubic yard</p>
Roll Off Container (loose or compacted)	<p align="center">Negotiable</p>

**NOT-TO-EXCEED RATES FOR VEGETATIVE STORM DEBRIS COLLECTION SERVICE
(MAY BE ADJUSTED DURING TERM)**

Cost for collecting excess vegetative storm debris after named storm events if and as directed by The Contract Administrator pursuant to Section 20.	<p align="center">\$14.50 per loose cubic yard and \$24.00 per compacted cubic yard</p>
--	---

BID BOND

Complete EITHER Lee County Paper Bid Bond, OR Lee County Electronic Bid Bond

Lee County Paper Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

_____ as Principal, and _____
(BIDDER'S Name)

_____ a Corporation licensed to do business under the
(Surety's Name) 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 One Hundred Thousand Dollars (\$100,000.00) 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: RFP150033 Solid Waste and Recycling Collection Services for Area 4

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 hereon, 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.

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

IMPORTANT: Please check off each of the following items as the necessary action is completed:

- _____ 1. The Solicitation has been signed and with corporate seal (if applicable).
- _____ 2. The Solicitation prices offered have been reviewed (if applicable).
- _____ 3. The price extensions and totals have been checked (if applicable).
- _____ 4. Substantial and final completion days inserted (if applicable).
- _____ 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- _____ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- _____ 7. All modifications have been acknowledged in the space provided.
- _____ 8. All addendums issued, if any, have been acknowledged in the space provided.
- _____ 9. Licenses (if applicable) have been inserted.
- _____ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- _____ 11. Contractor's Qualification Questionnaire and Lee County Contractor History (if applicable).
- _____ 12. DBE Participation form completed and/or signed or good faith documentation.
- _____ 13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
- _____ 14. Any Delivery information required is included.
- _____ 15. Affidavit Certification Immigration Signed and Notarized
- _____ 16. Local Bidder Preference Affidavit (if applicable)
- _____ 17. The mailing envelope has been addressed to:

Lee County Procurement Mgmt.
1825 Hendry St 3rd Floor
Ft. Myers, FL 33901

- _____ 18. The mailing envelope **MUST** be sealed and marked with:
Solicitation Number
Opening Date and/or Receiving Date
- _____ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

****This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation.**