



Advertise Date: Friday, December 09, 2022

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

Request for Proposal (RFP) NON-CCNA

Solicitation No.:	RFP230021DWJ		
Solicitation Name:	Yard Waste Grinding and Processing Services		
Open Date/Time:	Monday, January 09, 2023	Time:	2:30 PM
Location:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers, FL 33901		
Procurement Contact:	David Jones	Title	Procurement Analyst
Phone:	(239) 533-8864	Email:	DJones2@leegov.com
Requesting Dept.	Solid Waste		

Pre-Solicitation Meeting: Type: No meeting scheduled at this time

All solicitation documents are available for download at www.leegov.com/procurement



Notice to Contractor / Vendor / Proposer(s)

REQUEST FOR PROPOSAL (RFP)

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

RFP230021DWJ – Yard Waste Grinding and Processing Services

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

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

2:30 PM Monday, January 09, 2023

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

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

There will be no Pre-proposal Conference for this RFP. It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-proposal conference and site visit has not been scheduled for this solicitation. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

David Jones DJones2@LeeGov.com

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam Brooke", is written over the typed name and title.

Adam Brooke, CRFO, CPPB
Procurement Manager

*WWW.LeeGov.Com/Procurement is the County's official posting site

Terms and Conditions Request for Proposal

1. DEFINITIONS

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

2. ORDER OF PRECEDENCE

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

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

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

- 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
 - 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
 - 3.2. **Local Business Tax:** If applicable, provide with proposal.
 - 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.
4. RFP – PREPARATION OF PROPOSAL
- 4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
 - 4.2. **Submission Format:**
 - 4.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
 - 4.2.3. Should not contain links to other Web pages.
 - 4.3. **Preparation Cost:**
 - 4.3.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.
5. RESPONSES RECEIVED LATE
- 5.1. It shall be the proposer’s sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
 - 5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer’s request and expense.
 - 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. PROPOSER REQUIREMENTS (unless otherwise noted)
- 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.
 - 6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.2. Any Proposer or sub-Proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.
 - 6.1.3. Proposers are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Proposers shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Proposer who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.

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

10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the solicitation opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. ADDITIONS, REVISIONS AND DELETIONS

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

12. NEGOTIATED ITEMS

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

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

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

14. CONFIDENTIALITY

- 14.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 14.2. If information is submitted with a proposal that is deemed "Confidential" the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.

- 14.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

15. CONFLICT OF INTEREST

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

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

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

17. ANTITRUST VIOLATION

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

18. DRUG FREE WORKPLACE

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

19. FLORIDA CERTIFIED ENTERPRISES

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

20. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 20.1. The proposer agrees to comply, in accordance with, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 20.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 20.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 20.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

21. SUB-PROPOSER/CONSULTANT

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

22. RFP - PROJECT GUIDELINES

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

23. RFP – EVALUATION

- 23.1. **Ranking Method:** Lee County uses the Dense Ranking (1223” ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item’s ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member’s scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1(“first”), B is ranked number 2 (“joint second”), C is also ranked number 2 (“joint second”) and D is ranked number 3 (“third”).

23.2. Evaluation Meeting(s):

- 23.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
- 23.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
- 23.2.3. Such subsequent evaluations are to be accomplished by simply ranking the Proposers based off the details provided through the on-site interview/presentation. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers' rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) that shall indicate the highest technically evaluated and most qualified Proposer by the evaluation committee.
- 23.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.lee.gov/procurement (Projects, Award Pending.)

24. RFP – SELECTION PROCEDURE

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

25. RFP – TIEBREAKER

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

26. RFP – EVALUATION/ SELECTION COMMITTEE

- 26.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee unless otherwise mandated by law.
- 26.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most

qualified and suited for this project, resulting, where applicable, in a short-list of no fewer than the top ranked three (3) firms to be interviewed or provide presentations.

- 26.3. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.

27. WITHDRAWAL OF PROPOSAL

- 27.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 27.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 27.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:
- 27.3.1. The proposer acted in good faith in submitting the proposal,
- 27.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,
- 27.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
- 27.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

28. PROTEST RIGHTS

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

29. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

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

30. CONTRACT ADMINISTRATION

- 30.1. **Designated Contact:**

- 30.1.1. The awarded proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 30.1.2. Lee County requires that the awarded proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.
- 30.2. **RFP – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)
 - 30.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.**
 - 30.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
 - 30.2.3. The County’s performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 30.3. **RFP – Basis of Award:**
 - 30.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.
- 30.4. **Agreement/Contract:**
 - 30.4.1. The awarded proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
- 30.5. **Records:**
 - 30.5.1. Retention: The proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
 - 30.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
 - 30.5.2.1. Keep and maintain public records required by the County to perform the service.
 - 30.5.2.2. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
 - 30.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - 30.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the County.
 - 30.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL § , TO THE VENDOR’S DUTY**

**TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-
2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at
PRRCustodian@leegov.com or Visit
<http://www.leegov.com/publicrecords>.**

30.5.4. **Ownership:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

30.6. Termination:

30.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days' advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

30.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 22-06.

30.6.3. Any proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

30.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

- 30.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
- 30.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
- 30.6.4.3. Contractor has engaged in business operations in Cuba or Syria;
- 30.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

31. WAIVER OF CLAIMS

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

32. LEE COUNTY PAYMENT PROCEDURES

32.1. All vendors are requested to mail an original invoice to:

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

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

32.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

32.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of

Exemption furnished by the Department of Revenue. All proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

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

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

34. DEBRIS DISPOSAL (if applicable)

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

35. SHIPPING (if applicable)

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

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

36. LOCAL VENDOR PREFERENCE

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

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

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

37. INSURANCE (AS APPLICABLE)

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

End of Terms and Conditions Section

INSURANCE REQUIREMENTS



Lee County Insurance Requirements

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL); or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

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

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Verification of Coverage:

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

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

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

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

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

Special Requirements:

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

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End of Insurance Guide section

SPECIAL CONDITIONS

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

1. PROJECT TERM

1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement for up to three (3) additional one (1) year terms. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. LOCAL PREFERENCE

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

3. TERMINATION

3.1. This agreement may be terminated by the COUNTY at its convenience, or due to the fault of the VENDOR, by giving thirty (30) calendar days written notice to the VENDOR. In the event of such termination, the COUNTY shall be responsible to the VENDOR only for fees and compensation earned by the VENDOR, in accordance with this agreement. In no event shall the COUNTY be responsible for lost profits of the VENDOR or any other elements of breach of contract.

3.2. This agreement may be terminated by the VENDOR at its convenience, by giving one hundred eighty (180) calendar days written notice to the COUNTY. In no event shall the COUNTY be responsible for lost profits of the VENDOR or any other elements of breach of contract. 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.

3.3. If the VENDOR is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the VENDOR or for any of its property; or if it disregards the authority of the COUNTY'S designed representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the VENDOR written notice, terminate this Agreement.

3.4. This Agreement may be terminated by the COUNTY for habitual violations of performance. Should the VENDOR's record of performance demonstrate a frequent, regular, or repetitive failure in performance of terms or conditions required herein, regardless of whether the VENDOR has corrected each individual condition of failure or paid the assessments for those violations, the VENDOR may be found in default, or breach of contract and may be subject to terminating this Agreement.

4. HOLIDAY SCHEDULE

4.1. COUNTY operations are closed and observe on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

4.2. When an observed holiday falls during a normal scheduled workweek day and the facility is closed, the facility shall be open and available to receive yard waste on the Saturday following the holiday. Holiday week Saturday hours will be from 6:00 am to 6:00 pm.

4.3. The COUNTY reserves the right to amend its hours of operations at any time throughout this agreement.

5. NOTICE OF NON-COMPLIANCE

5.1. If any performance standard set forth in this agreement is violated, the COUNTY will issue the VENDOR a written Notice of Non-Compliance identifying the violation(s), and a specified period for reaching compliance

if the violation cannot be corrected immediately. If no other period is specified by the COUNTY in the Notice of Non-Compliance or authorized in a plan of action for correction previously approved by the COUNTY, the VENDOR shall have a maximum of five (5) days to correct the violation. If the violation is not corrected within the time provided (if any) or the specified time period previously approved by the COUNTY, administrative charges will be assessed retroactively to the date of the Notice of Non-Compliance and continue until such time that the violation is corrected.

End of Special Conditions

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DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

- 1.1. Lee County Board of County Commissioners (COUNTY) seeks to contract with a qualified VENDOR to provide yard waste grinding and processing services for the Solid Waste Department's Yard Waste Processing Facility located at 10500 Buckingham Road Fort Myers, Florida 33905. VENDOR will be responsible for operating the COUNTY'S Yard Waste Processing Facility in accordance with the terms and conditions of this agreement and the solicitation, which includes all federal, state, and local applicable laws, ordinances, regulations, and permits, as amended throughout the term of this agreement.
- 1.2. VENDOR shall be responsible for managing, receiving, processing, and grinding yard waste delivered to Lee County's Yard Waste Processing Facility. VENDOR shall be responsible for loading mulch materials into COUNTY vehicles, customer vehicles, franchise hauler vehicles, and VENDOR vehicles. VENDOR shall be responsible for transportation, marketing, or disposal of mulch in accordance with applicable laws after all COUNTY and customer needs have first been met.
- 1.3. VENDOR shall comply with all applicable laws, regulations, and permits including Chapter 62-709 of The Florida Administrative Code (F.A.C.), Florida Statute 403, The Conditions of Certification, and similar requirements, including all requirements concerning health and safety, noise, odors, effluent, and emissions.
- 1.4. VENDOR shall assure all yard waste received at the facility are managed in such a manner to maintain a neat, orderly operation, adhering to the minimum requirements for yard waste processing facilities prescribed in, but not limited to, Chapter 62.709, F.A.C., and applicable law.
- 1.5. VENDOR shall, at all times, maintain sufficient space available at the facility to receive and unload yard waste. Yard Waste shall be managed on a first in – first out basis.
- 1.6. VENDOR shall be required to separate plastic bags or other non-yard waste materials delivered to the facility prior to constructing windrows and grinding yard waste. VENDOR may opt to recover yard waste inside plastic bags received; however, the VENDOR will be responsible for all labor and other associated costs required to separate. The COUNTY will provide roll-off containers, transportation, and pay the disposal costs for non-yard waste material received at the facility.
- 1.7. The VENDOR shall be responsible for providing portable sanitary facilities (Port-O-Lets) and the associated cost with renting and servicing portable sanitary facilities for its personnel. The VENDOR shall ensure portable sanitary facilities are serviced weekly or more often as necessary to maintain sanitary conditions.

2. OPERATIONS, HEALTH, and SAFETY PLAN

- 2.1. VENDOR shall develop and submit to the COUNTY an operations, health, and safety plan. The plan shall be submitted to COUNTY no later than thirty (30) business days after the effective date of this service agreement. The effective date shall be the date that both parties sign the agreement. The operations plan shall provide a written description and standards for daily operation and maintenance of the facility, including equipment used in the operation. The COUNTY shall review the plan and respond to the VENDOR within fifteen (15) business days of receipt of the plan. Once the plan is approved by the COUNTY, in writing, the VENDOR shall maintain a copy of the plan onsite throughout the duration of this agreement. Changes or revisions of the plan shall require written approval from the COUNTY. The operations plan shall include at a minimum:

- 2.1.1. **Facility Contacts:** Name and designation of key personnel responsible for the operation and maintenance of the facility, including phone numbers which allow for 24 hours a day, 7 days a week, emergency contact.
- 2.1.2. **Equipment:** Identify all equipment (Make, Model, and Year) and backup spare equipment and/or sources to obtain or lease spare equipment. Identify sub-contractors used for transportation of mulch.
- 2.1.3. **Traffic Management Plan:** Identify measures and procedures for managing facility traffic. Sequence and procedures for unloading including spotting and spacing requirements for customers.
- 2.1.4. **Material Management Plan:** Identify the orientation and placement of unprocessed and processed materials. Method and sequence of processing and grinding materials. Waste screening procedures and procedures for managing prohibited wastes.
- 2.1.5. **Communications Plan:** Identify methods for communication and communication devices. The COUNTY shall provide one (1) two-way radio for communication with The COUNTY's scale house.
- 2.1.6. **Health and Safety Plan:** Provide written safety procedures, training topics and sequence including fire prevention and response, spill prevention and response, and dust and odor control procedures.
- 2.1.7. **Emergency Response and Preparedness Plan:** Procedures and resources to respond to natural disasters, such as hurricanes, tropical storms, fire, spills, and receipt of hazardous waste.

2.1.8. Fire Protection and Control Provisions:

- 2.1.8.1. VENDOR shall maintain fire protection and control provisions to prevent and contain accidental burning of yard waste or mulch, which shall include:
 - 2.1.8.1.1. An all-weather access road, at least 20 feet wide, all around the perimeter of the Facility.
 - 2.1.8.1.2. Maintain 15 feet-wide lanes between windrows.
 - 2.1.8.1.3. Processed or unprocessed materials shall not be mechanically compacted.
 - 2.1.8.1.4. Processed or unprocessed Yard Waste or Mulch shall be no more than 50 feet from access by motorized firefighting equipment.

3. SIGNAGE

- 3.1. VENDOR shall provide signage for the facility as required by Chapter 62-709, F.A.C. At a minimum, signage shall include the name of the operating authority, hours of operations, emergency contact, and a 24-hour telephone number in case of emergency.

4. TRAFFIC CONTROL

- 4.1. VENDOR shall ensure and provide adequate traffic control to and from the site to prevent interference with their operations on adjacent COUNTY property. Traffic control shall include any measures necessary to protect the public using the COUNTY'S facilities from any safety hazards arising from the yard waste processing and grinding operation. The VENDOR shall provide traffic control signs, cones, or other traffic management measures, including ground traffic flag personnel to direct customers. VENDOR shall maintain spacing requirements in between all vehicles unloading at the yard waste facility. At a minimum, all hand unloads, or inject vehicles shall be spaced ten (10) feet apart and all dump vehicles shall be spaced twenty (20) feet apart during the unloading process. The VENDOR is required to report all accidents to The COUNTY immediately and send an accident report to The COUNTY within 24 hours of any accident or incident at the facility.

5. LITTER, DUST, ODOR, STORM, WATER, and VECTOR CONTROL

5.1. The VENDOR shall employ methods for litter, dust, odor, storm water, and vector control as required by Chapter 62-709 F.A.C., and applicable law. VENDOR shall collect litter at least once per day, or more often as necessary to maintain an orderly and neat site operation. VENDOR shall employ means to control dust. VENDOR shall control and manage storm waste run-off and prevent ponding of storm water in accordance with applicable law. The VENDOR shall employ means to control objectionable odors in accordance with Chapter 62-296.320 (2), F.A.C., including, but not limited to, immediately containerizing putrescible waste within 24 hours of receipt of such material. The COUNTY shall provide roll-off containers to place putrescible waste and other non-yard waste materials in and shall be responsible for transporting and disposal cost(s).

6. EMERGENCY RESPONSE & PREPAREDNESS

6.1. VENDOR shall be on-call 24 hours a day, 7 days a week to respond to site emergencies, such as, fires. VENDOR shall have a competent person available to operate the site including, but not limited to, moving or processing materials as required by emergency responders. The VENDOR shall provide The COUNTY a list of emergency contact names, including telephone numbers that allow for contact 24 hours a day, 7 days per week.

7. SPILL RESPONSE AND PREVENTION

7.1. VENDOR shall clean up all spills immediately upon discovery and shall report spills of toxic or hazardous material immediately to the COUNTY, regardless of the size. The VENDOR shall notify the COUNTY immediately of any hazardous spills. The VENDOR shall obtain information from the source of the spill and photos of the responsible party.

7.2. VENDOR shall maintain sufficient spill cleanup supplies on-site and shall immediately clean oil or their fluid leaks using adsorbent materials maintained on site. Used adsorbents shall be properly bagged and placed with their municipal solid waste and plastic debris in a roll-off container.

7.3. VENDOR shall ensure all fuel tanks brought onto the work area are double walled. The COUNTY shall inspect the fuel tanks for integrity and the VENDOR shall modify tanks as needed per the COUNTY'S instructions.

7.4. VENDOR's personnel shall be trained in spill prevention and response procedures including how to properly handle fuel/oils and promptly clean spills using adsorbent materials.

7.4.1. Training shall cover:

7.4.1.1. Best management practices and controls

7.4.1.2. Proper handling and storage procedures for significant materials

7.4.1.3. Good housekeeping and material management practices

8. TITLE V AIR OPERATING PERMIT REQUIREMENT

8.1. VENDOR shall ensure that grinding equipment is relocated around the facility, in accordance with applicable law, to grind materials. Each time grinding equipment is moved off-site, around the facility, or stored for any length of time at the facility inoperable, the VENDOR shall record the date and description of the move to maintain documentation of its non-road, non-stationary source status as to not affect the facility's Title V Air Operation Permit. The VENDOR shall include these records with their monthly reports submitted to the COUNTY as described elsewhere in this agreement. Should grinding equipment operate at a single physical location for more than 12 months, the VENDOR shall request written approval from the COUNTY.

9. YARD WASTE PROCESSING

9.1. Inbound yard waste may contain non-yard waste materials, such as municipal solid waste, which could include putrescible waste, rock, metal, or other items which may cause damage to grinding and processing equipment. Non-yard waste materials might also include hazardous waste. If any hazardous/biohazardous waste is detected delivered to the Yard Waste Processing Facility, the VENDOR will properly isolate the waste and notify the COUNTY. The COUNTY shall be responsible for removing, packing, and disposing of the waste and

the cost thereof. The VENDOR shall properly manage and dispose of its own, and any other, hazardous or biohazardous waste or potential hazardous/biohazardous waste for which it is responsible according to applicable law.

9.2. The VENDOR is responsible for detecting and segregation of all non-yard waste materials. The COUNTY shall not be responsible for damage caused to the VENDOR'S equipment due to non-yard waste materials entering the VENDOR'S grinding and processing equipment.

9.3. The VENDOR shall be required to separate plastic bagged yard waste. The VENDOR may opt to recover yard waste inside plastic bags and dispose of the plastic debris; however, the VENDOR shall be responsible for the labor and other associated costs required to do so. The COUNTY shall provide the VENDOR roll-off containers to place plastic bagged Yard Waste in and the COUNTY will be responsible for transportation and disposal costs of bagged yard waste.

10. LOAD REJECTION

10.1. Subject to approval by the COUNTY, the VENDOR shall have the right to reject inbound loads of non-yard waste materials if said load is greater than 25% by volume of the load. VENDOR shall immediately isolate the load and notify the COUNTY. Rejected loads shall be documented and include the following: digital photograph, time, truck number, identify hauler or customer. The COUNTY will collect and dispose of the rejected load and change the billing information for said load.

11. WINDROW CONSTRUCTION

11.1. The VENDOR shall construct windrows of clean processed yard waste to be ground in accordance with the specifications of this agreement. Windrows shall be approximately 15' high x 100' wide x 260' long. Windrows cannot exceed 100 feet in width, not compacted, and shall have a minimum of 15 feet lanes between windrows. The COUNTY may assess administrative charges, per day, for constructed windrows outside of the parameters of this agreement.

12. LARGE DIAMETER MATERIAL

12.1. The VENDOR shall be required to handle, process, and grind large diameter material, such as large trunks, root-balls, etc. received at the Facility. Large diameter material shall be ground to, at least, a 5" minus specification, and shall be stocked piled separately from the rest of the material processed at the Facility. COUNTY reserves the right to require further processing of this material to fulfill the quantity requirements of 2" minus specification material.

13. SPECIFICATIONS OF MULCH

13.1. The VENDOR shall produce a ground 2-inch minus mulch, or 5-inch minus mulch from clean processed yard waste materials, as directed by the COUNTY. 2-inch minus mulch and 5-inch minus mulch shall be kept in separate piles at the facility.

13.2. COUNTY shall periodically inspect mulch to verify an acceptable finished product. The COUNTY reserves the right to require additional grinding or screening to obtain a product that meets the COUNTY'S specifications without incurring additional costs to the COUNTY. The COUNTY reserves the right to halt production or refuse to accept materials that do not meet specifications herein. Rejected mulch materials shall be transported by COUNTY for disposal and any associated costs shall be charged to the VENDOR. The COUNTY will invoice the VENDOR for said charges.

14. SPECIFICATION CHANGES

- 14.1. The COUNTY reserves the right to renegotiate agreement terms and conditions with the VENDOR should technical specification requirements are changed due to a change in applicable law, or the best interest of the COUNTY, as long as such changes do not constitute a cardinal change to this agreement.

15. HOURS OF OPERATION

- 15.1. Hours of operation are from 6:00 a.m. to 6:00 p.m. Monday through Friday, and 6:00 a.m. to 12:00 p.m. on Saturday. The facility shall be open and available to receive yard waste during all operating hours. All work under this agreement shall be performed during regular operating hours unless otherwise approved by the COUNTY. VENDOR may be required to operate additional hours or days as needed to receive collection vehicles, upon the COUNTY'S request, at no additional charge to the COUNTY.
- 15.2. Lee/Hendry Landfill hours of operation are 7:00 a.m. to 4:00 p.m. Monday through Friday, and 7:00 a.m. to 12:00 p.m. on Saturday for mulch deliveries, as requested by the COUNTY. VENDOR shall arrive thirty (30) minutes prior to closing to allow enough time to unload mulch. No deliveries of mulch shall be made outside of these operating hours unless otherwise approved by the COUNTY.

16. PERSONNEL

- 16.1. VENDOR shall employ qualified supervision, equipment operators, laborers, mechanics, and drivers or subcontracted transportation services of mulch with written approval from the COUNTY. VENDOR shall staff the facility with a sufficient number of employees to ensure the facility is operated in accordance with industry standards and best management practices and in sufficient numbers to enable the VENDOR to perform its obligations and duties under this agreement in a timely and efficient manner.
- 16.2. VENDOR shall appoint a facility manager with written approval from the COUNTY and shall be the primary point of contact on behalf of the VENDOR for all matters pertaining to this Agreement. The COUNTY'S approval of the facility manager shall not be unreasonably withheld. The facility manager shall be responsible for overseeing and implementing the VENDOR'S performance under this Agreement. Should there be reasonable cause, the COUNTY reserves the right to request the removal of the facility manager. In addition to the facility manager, the VENDOR shall employ key personnel, which may be a supervisor or lead operator, that has full authority to make operating decisions and shall be available at all times during facility operations.
- 16.3. VENDOR personnel shall be appropriately trained in accordance with all applicable laws including Chapter 62-709 of The Florida Administrative Code. VENDOR shall provide operating and safety training before beginning operation and formal on-the-job and safety training of its personnel during the term of this agreement. The VENDOR shall keep records of all training and provide the COUNTY a copy of said records upon request from the COUNTY.
- 16.4. VENDOR shall provide its personnel with Personal Protective Equipment (PPE) which is appropriate for the work under this agreement.
- 16.5. VENDOR agrees that all its officers, personnel, and representatives shall professionally conduct themselves and shall communicate with COUNTY representatives and members of the public in a civil manner while on COUNTY property or conducting business related to this service agreement.

17. EQUIPMENT

- 17.1. VENDOR shall purchase or lease, maintain, and repair all equipment, including backup spare equipment, necessary to perform its obligations and duties under this agreement. VENDOR is required to have the following minimum equipment onsite and operating, as needed, throughout the term of this agreement:
 - 17.1.1. One (1) vertical grinder or equivalent with a minimum processing rate of 250 cubic yards per hour.

- 17.1.2. Two (2) front-end wheeled loaders for material handling and loading. One or more front-end loaders shall have a high tip bucket for loading equipment. (Loading from ground level)
 - 17.1.3. One (1) excavator for loading grinding equipment and stockpiling materials.
 - 17.1.4. One (1) water truck for Facility dust control with a minimum of 2500 gallons.
 - 17.1.5. Tractor-trailers with 100 cubic yard walking floor trailers or equivalent to transport the awarded vendor Materials in a timely manner from The Facility. VENDOR may sub- contract transportation of Mulch only with written approval from the COUNTY.
- 17.2. VENDOR's equipment shall be equipped with fire extinguishers. All fire extinguishers shall be rated for the appropriate use and size of the equipment and shall be maintained and inspected annually.
 - 17.3. VENDOR shall be responsible for the security of its equipment during and after operating hours. The COUNTY shall not be responsible for vandalism or theft of the VENDOR's equipment, including backup rentals.
 - 17.4. In addition to minimum equipment, the VENDOR shall have access to equivalent backup equipment necessary to continue with its operations in the event of mechanical failures. VENDOR shall be responsible for all costs associated with backup equipment, including rentals. Minimum required backup equipment and timeline:
 - 17.4.1. One (1) front-end wheeled loader with a high tip bucket or the ability to obtain one within 24 hours of breakdown.
 - 17.4.2. One (1) vertical grinder or equivalent or the ability to obtain one within 72 hours of breakdown
 - 17.4.3. One (1) excavator or the ability to obtain one within 24 hours of breakdown
 - 17.4.4. One (1) water truck or the ability to obtain one within 24 hours of breakdown.
 - 17.4.5. COUNTY may assess administrative charges per day for failure to provide backup equipment in a timely manner.

18. MAINTENANCE & REPAIR

- 18.1. VENDOR is responsible for all preventative maintenance, scheduled, and unscheduled repairs to its equipment.
- 18.2. VENDOR shall inspect, maintain, and repair its equipment in accordance with the original equipment manufacturers (OEM) recommendation and applicable law. Oil and hydraulic systems shall be kept in good condition at all times to prevent spills and leaks. VENDOR shall immediately notify the COUNTY of any spills or leaks of oil, hydraulic fluid, or fuel from its equipment and any spills or leaks of oil, hydraulic fluid or fuel from customer vehicles. VENDOR shall not perform major maintenance activities which could result in spills at the facility. All maintenance including equipment washing shall only be incidental.
- 18.3. VENDOR is responsible for performing grounds maintenance. VENDOR shall maintain the facility in a neat and orderly condition to prevent unsanitary conditions from developing and minimize unsightly conditions in all areas of the facility. VENDOR shall keep the facility free from litter resulting from its activities. At least once daily and more often as necessary, the VENDOR shall collect and contain litter around the perimeter of the facility, including the fence line. VENDOR shall take proper measures to ensure no water ponding or material run-off (litter, Mulch, soil etc.) enters the storm water management system.
- 18.4. VENDOR shall maintain entrance and exit roads to assure orderly traffic flow and to preclude accidents and shall maintain the perimeter and internal roads to conform to site plan contours. VENDOR is responsible for repairing any damages to the asphalt pad, roadways, and perimeter fence caused by their fault or wrongful actions of the

18.5. VENDOR or its agents. The COUNTY shall be responsible for maintaining the asphalt pad, roadways, and perimeter fence due to normal wear and tear. VENDOR agrees to work with COUNTY to schedule and perform repairs in a timely manner to minimize interruptions to services.

19. COMPENSATION AND METHOD OF PAYMENT

19.1. The COUNTY shall pay the VENDOR for all authorized services rendered hereunder by the VENDOR and completed in accordance with the requirements, provisions, and/or terms of this agreement as set forth in the bid schedule, which is attached hereto and made part of this agreement. Compensation shall be based on a per ton rate for all outbound mulch leaving the facility. The VENDOR shall provide the COUNTY with a per ton rate for all COUNTY, customer, and franchise haulers that transport mulch off-site. And a separate per ton rate for all VENDOR and/or sub-contractors who haul mulch off-site. The COUNTY will provide the VENDOR a detailed report of all scale house transactions for outbound mulch for each billing period.

20. MONTHLY STATEMENTS

20.1. The VENDOR shall submit no more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month, no later than fifteen (15) Days following the end of the month. The VENDOR's invoice statement shall be itemized to correspond to the basis of compensation as set forth in this agreement. The VENDOR'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the agreement.

21. PAYMENT SCHEDULE

21.1. The COUNTY shall issue payment to the VENDOR within thirty (30) calendar days after receipt of an invoice statement from the VENDOR in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any

21.2. VENDOR's invoice statement, the COUNTY shall notify the VENDOR of such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the VENDOR of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this agreement.

22. PAYMENT WHEN SERVICES ARE TERMINATED

22.1. In the event of termination of this agreement at the convenience of the COUNTY, the COUNTY shall compensate the VENDOR for all services performed prior to the effective date of termination.

23. PERFORMANCE

23.1. Should the VENDOR fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this agreement. As an alternative to termination, the COUNTY at its sole option, upon written notice to the VENDOR, withhold any or all payments due and owing to the VENDOR, not to exceed the amount of compensation for the work dispute, or levy an administrative penalty as set forth in this agreement, until such time as the VENDOR resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

24. ADMINISTRATIVE CHARGES

24.1. The COUNTY may levy administrative charges for improper and insufficient actions related to any service required by this Agreement including, but not limited to:

Performance Standard Violation	Administrative Charges
Failure to have personnel with full authority to make operating decisions and key personnel available during operating hours.	\$500 per Day
Failure to maintain sufficient space to receive yard waste.	\$1,000 per Day
Failure to process yard waste on a first in and first out basis.	\$100 per Day
Failure to properly maintain the facility and collect litter.	\$100 per Day
Failure to notify the COUNTY of accidents or incidents within twenty-four (24) hours of occurrence.	\$500 per Day per occurrence
Failure to provide any required report within the required timeframe.	\$100 per Day
Failure to maintain fire protection and control provisions or compliance with any applicable law.	\$1000 per Day

24.2. The COUNTY may assess administrative charges on a monthly basis, at a minimum, in connection with this agreement and shall, at the end of each month during the term of this agreement, notify the VENDOR in writing of the charges assessed and the basis for each assessment.

25. DISPUTE RESOLUTION PROCESS

25.1. If VENDOR desires to challenge the administrative charges, it must do so in writing within five (5) days after receiving a monthly notice of assessment requesting an opportunity to be heard by COUNTY. The request shall specify the reasons upon which the VENDOR objects to the assessment of administrative charges. The decision of the COUNTY shall be final.

26. OFFSET

26.1. Assessments for violations identified above will be offset from any amounts owed to the VENDOR under this agreement. The COUNTY will notify the VENDOR of the amounts assessed and offset against the VENDOR at the time of payment to the VENDOR.

27. RECORD KEEPING

27.1. Record-Keeping and Scale Operation

27.1.1. All yard waste entering or leaving the facility shall be weighed using the COUNTY’S Resource Recovery Facility truck scales. All mulch entering the Lee/Hendry Landfill shall be weighed using the landfill’s truck scales. The COUNTY shall maintain truck scale records that show the amount of a yard waste delivered to and the amount of mulch from the facility. Such records shall be electronically sent to VENDOR on a daily, monthly, and yearly basis. The VENDOR shall keep monthly operating records of incoming and outgoing yard waste and mulch on-site according to Chapter 62-709 and make these records available for inspection by COUNTY, State, or other local agencies. The VENDOR shall compile a monthly and annual report to be submitted to the COUNTY based on the COUNTY’S scale house records. Operating records shall include, at a minimum:

27.1.1.1. Quantities of incoming/outgoing material (in tons)

27.1.1.2. Identifying receivers/end-users of the processed material and quantities received for each disposal location.

27.1.1.3. The VENDOR shall forward all monthly operating records to the COUNTY along with the VENDOR’s monthly invoice in a format approved by the COUNTY.

28. REPORTING

28.1. The VENDOR shall submit to the COUNTY monthly and annual reports that summarize records maintained pursuant to this agreement in a format approved by the COUNTY. Monthly reports shall be submitted no later than fifteen (15) days following the end of each calendar month. Annual reports shall be submitted no later than thirty (30) days following the end of the contract year or as requested by the COUNTY. The COUNTY may provide a format and assign a due date for any additional reports required under this agreement. The VENDOR agrees to provide the COUNTY said reports.

29. REVIEW OF RECORDS

- 29.1. The COUNTY or any of its duly authorized representatives shall have access, within seven (7) days of notification, to all of the VENDOR's books, records, data, and documents relating to the VENDOR's efforts pursuant to this agreement for inspection and audit.
- 29.2. The VENDOR shall create, maintain, and provide to the COUNTY upon request records of all activities related to the VENDOR's obligations as defined herein. Records shall be kept in a format conforming to generally accepted standards in the industry and as required by this agreement. The COUNTY shall have access during operating hours to the records maintained by the VENDOR. Records shall include the following, at a minimum:
- 29.2.1. Title V equipment relocation or movement status.
 - 29.2.2. All inbound yard waste received at the facility.
 - 29.2.3. All outbound mulch and location of delivery/use.
 - 29.2.4. Monthly estimated inventory of yard waste and mulch at the facility.
 - 29.2.5. Maintenance records of equipment.
 - 29.2.6. Health & Safety training records.

End of Detailed Specifications

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package may not exceed **15 pages** printed single-sided; **page restriction excludes required forms found herein and dividers**. **PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and one (1) electronic version(s) on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

COVER PAGE: Introduction

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?
- How many years has Proposer operated yard waste processing and grinding facilities/operations?

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

TAB 1: Qualifications of Firm

- Provide a description of your firm, your firm's experience, and underlying philosophy in providing the services as described and requested herein. Description should include details such as: abilities, capacity, skill, strengths, number of years, location of office(s), as well as MBE, WBE, DBE, VBE or similar status, and recent, current, and/or projected workload, etc...
- Provide number of years firm has operated yard waste processing and grinding facilities/operations.
- Provide specific experience with grinding yard waste, specifications of mulch (size), and how much mulch is marketing or disposed of.

TAB 2: Company Relevant Experience & Reference

- Provide details of a maximum of three (3) projects similar in scope and size to that being requested through this solicitation regarding operating yard waste grinding/mulching operations that your firm has completed recently. Details for each project example provided should include:
 - Project Name
 - Project Address
 - Customer Name
 - Customer Contact Information
 - Point of contact Name, Phone, and Email
 - Brief description of work provided.
 - Initial costs of work
 - Final costs of work
 - Number of change orders
 - Total completion time (From Notice to Proceed to Final Invoice payment)
- Provide a statement of understanding that your firm recognizes the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

TAB 3: Firm Plan of Approach

- Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation.
- List the types of equipment to be used. Include back-up spare equipment or the ability to obtain the equipment per the solicitation. Provide back-up or documentation which supports authorized ownership or use for said equipment.
- Identify if the Firm will be utilizing sub-contractors for hauling mulch.

TAB 4: Personnel

- Provide a detailed description of the firm’s **specific** project management team, inclusive of sub-Consultants anticipated to be utilized, that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual’s knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
- Firm must identify staff member that will serve as Project Director that shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed.
- Provide a statement acknowledging your firm’s understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.
- Provide resumes, licensure, and certifications of proposed **specific** project management team, inclusive of sub-Consultants anticipated to be utilized, to be assigned to the Lee County contract.
 - *Resumes are not included within page restrictions, but should be limited to one (1) page per person.**
 - *Firms are encouraged to submit valid copies of MBE, WBE, DBE, VBE or similar certifications for adequate committee consideration.**

TAB 5: Disposal Plan

- INSTRUCTIONS FOR SUBMITTING DISPOSAL, MARKETING, AND BENEFICIAL REUSE PLAN: Should Lee County determine that the proposer awarded the below RFP or Competitive Procurement Contract be in violation of or provide any untruthful information in response to the

below questions, said proposer will be deemed in default. Should the proposer awarded the below RFP or Competitive Procurement Contract need to deviate from any of the below terms, Lee County must approve any and all deviations in advance of the deviation. Lee County specifically reserves the right to inspect any premises described in the answers below and to demand documentation relating to the answer for each below question provided by the applicant. It shall be the responsibility of the proposer to assure that the disposal plan will not impact any existing or future residential communities.

1. Provide the address of disposal, marketing or beneficial reuse location and state whether the location is a temporary, including a period of time, or final storage of mulch..
2. Name of owner and landlord if applicable of property where mulch will be stored/disposed, if applicable.
3. State the capacity for legally storing or disposing mulch at the location in item #1.
- 4.
- 5.
6. Please submit documentation showing zoning approval and/or development permits that authorize the temporary or permanent disposal and processing, if applicable, sought by applicant.
7. Provide specific details of method of transport, hours of transport, proposed transportation route, and number of daily or weekly anticipated truck loads for transporting horticultural waste for disposal.
8. Please provide Zoning Verification Letter from the Lee County Department of Community Development as described in Lee County Land Development Code Section 34-626 that allows disposal and/or storage of horticultural waste at the location.
9. State whether the horticultural material will be processed in any manner at disposal location.
10. Provide a summary of any and all existing or proposed residential uses within a one-mile proximity of the disposal location(s).
11. State whether the temporary storage or disposal site has been the subject of any litigation or alleged non-compliance with governmental regulation over the past 10-years. Examples of non-compliance with governmental regulation include but are not limited to zoning violations, code enforcement violations, civil or criminal citations, denial or revocation of permits by any governmental agency.

TAB 6: Price Scoring: (if applicable) The Proposer with the lowest Price Proposal will be awarded the maximum score as listed in the scoring criteria section. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x Maximum points. Score For example, the maximum score available for price is 25. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 25 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows: $\$ 150,000.00 / \$160,000.00 = .9375 * 25 = 23.44$ points

TAB 7: Local Vendor Preference

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

TAB 8: Required Forms

- Forms 1- 8

2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF COMPANY (TAB 1)	20
2	COMPANY RELEVANT EXPERIENCE & REFERENCE (TAB 2)	20
3	PLAN OF APPROACH (TAB 3)	20
4	PERSONNEL (TAB 4)	10
5	DISPOSAL PLAN (TAB 5)	10
6	PRICE SCORING (TAB 6)	15
7	LOCAL VENDOR PREFERENCE (TAB 7)	5
TOTAL POINTS		100
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Friday, December 9, 2022	N/A
Pre-Proposal Meeting	NA	NA
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Monday, January 9, 2023	Prior to 2:30 PM
First Committee Meeting Short list discussion	Thursday, January 19, 2023	TBD
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	Thursday, February 2, 2023	TBD
Board Meeting	TBD	9:30 AM

Additional notes on Submission Schedule:

- *Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.*
- *Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.*

Unless otherwise stated, location of all openings and meetings will take place at 2115 Second Street, 1st Floor, Fort Myers, FL 33901 – Procurement Management.

End of Section

FORMS DESCRIPTION & INSTRUCTIONS REQUEST FOR PROPOSAL (NON-CCNA)

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

<u>Form #</u>	<u>Title/Description</u>
---------------	--------------------------

<i>1</i>	<i>Solicitation Response Form</i>
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All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.

Verify that all addenda and tax identification number have been provided.

<i>1a</i>	<i>Proposal Form</i>
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This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County

*	<i>Business Relationship Disclosure Requirement (if Applicable)</i>
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Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"** (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response. It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.

<i>2</i>	<i>Affidavit Certification Immigration Laws</i>
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Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.

<i>3</i>	Provide this form to reference respondents. This form will be turned in with the proposal package.
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1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4:** The reference respondent to print and sign name
5. **Three (3) Reference responses** are to be **returned with the proposal package.**
6. Failure to obtain reference surveys may make your company non-responsive.

4 *Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter “None” in the first “type of incident” block of the form. Please do not write N/A on this form.

5 *Affidavit Principal Place of Business*

Certifies proposer’s location information.

6 *Sub-Contractor/Consultant List* (if applicable)

To be completed and returned when sub-contractor/consultants are to be utilized and are known at the time of the submission.

7 *Public Entity Crimes Form (Required form)*

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

8 *Proposal Label* (Required)

Self-explanatory. Please affix to the outside of the sealed submission documents.

Include any licenses or certifications requested

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

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



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: _____ Deadline Date: 1/9/2023

SOLICITATION IDENTIFICATION: RFP230021DWJ

SOLICITATION NAME: Yard Waste Grinding and Processing Services

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL CORPORATE OR MAILING ADDRESS: _____

[] SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

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

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

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____
No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: _____

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

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

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

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

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

Form 1 – Solicitation Form, Page 2

3 Business Relationship Disclosure Requirement: Sections 112.313(3) and 112.313(7), FL§, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.
If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Business Relationship Applicable (request form) **Business Relationship NOT Applicable**

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

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

Company Name (Name printed or typed)



(Affix Corporate Seal, if applicable)

Authorized Representative Name (printed or typed)

Authorized Representative's Title (printed or typed)

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

Authorized Representative's Signature

Witness/Secretary Signature

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

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number 655555
 FE/EIN Number 5111111111
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 Event Effective Date NONE

Principal Address

555 N Main Street
Your Town, USA 99999

Changed 02/11/2012

Verify either Principal or Mailing address is on Form 1

Mailing Address

555 N Main Street
MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA99999

Name Changed:12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P

President, First
555 AVENUE
Anytown, USA99999

Title V

President, Second
555 AVENUE
Anytown, USA99999

IMPORTANT:

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

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

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

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

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

v01/03/2018



Lee County Procurement Management
BID/PROPOSAL FORM

Company Name: _____

Solicitation # RFP230021DWJ Solicitation Name Yard Waste Grinding and Processing Services

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

REMINDER: 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.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will deem Bidder as non-responsive and ineligible for award.

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

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

PRICING

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



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **RFP230021DWJ** SOLICITATION NAME: **Yard Waste Grinding and Processing Services**

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

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

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

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this _____ day of _____ 20____, by _____ who has produced _____ (Print or Type Name) _____ as identification.
(Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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

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

Project Name & Number: _____

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

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

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

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

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name) _____

Reference Signature _____

Form 4 – Negligence, Breach and/or Non-Compliance Disclosure Form



ALLEGED NEGLIGENCE/BREACH OF CONTRACT/NON-COMPLIANCE WITH GOVERNMENTAL REGULATION FORM

“Please fill in the form below. Provide details for each incident of alleged negligence, breach of contract or non-compliance with governmental regulation that has occurred over the past 10 years. Examples of non-compliance with governmental regulation include but are not limited to zoning violations, code enforcement violations, civil or criminal citations, denial, or revocation of permits. Provide details for all entities currently or previously owned in whole or in part by the proposer in the last 10 years. Please complete in chronological order with the most recent incident starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.”

Company Name: _____

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity-acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non-compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>

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

Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on this disclosure form. Additionally, proposals may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

Page Number: _____ Of _____ Total pages



AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

Printed name of authorized signer

Title

⇒ _____
Authorized Signature

Date

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.**

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

(Type of Identification)

Notary:
State of _____
County of _____

⇒ _____
Notary Public Signature

Notary Commission Number and expiration

- Principal place of business is located within the boundaries of: _____ Lee County
_____ Non-Local
Local Business Tax License # _____
- Address of Principal Place of Business: _____
- Number of years at this location _____ years
- Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years _____ Yes* _____ No *If yes, attach contractual history for past 3 consecutive years
- Number of available employees for this contract _____
- Does your company have a Drug Free Workplace Policy _____ Yes _____ No

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

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime:
or:
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

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

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

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

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

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

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

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

_____ as identification.
(Type of Identification)

(NOTARY PUBLIC)

My Commission Expires: _____

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

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	RFP230021DWJ
SOLICITATION TITLE:	Yard Waste Grinding and Processing Services
DATE DUE:	Monday, January 9, 2023
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____
	<small>(Name of Company)</small>
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



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

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

PLEASE PRINT CLEARLY