

**GULF COUNTY BOARD OF COUNTY COMMISSIONERS  
REQUEST FOR PROPOSAL (RFP)  
FOR  
SOLID WASTE SERVICES**

*SECTION 1 – INTRODUCTION*

**1.1 PURPOSE:**

The County is currently in the process of evaluating its solid waste operations and solid waste strategic plan. As part of this evaluation, the County is soliciting any number of potential private/public partnerships for the management of the County's entire solid waste stream to include operations. The County will also take into consideration proposals for the construction, operation, and maintenance of a vendor owned transfer station/material recycling facility as part of any proposed overall solid waste management plan. The following described scope of services is intended to be broad based or general in nature to solicit any number of creative proposals for the management of the County's solid waste stream. Proposals which increase the County's current recycling rates, promote waste reduction, and result in a cost savings to the citizens of Gulf County will be looked favorably upon. **It is the responsibility of the proposer before submitting a proposal to thoroughly and carefully examine any and all Attachments and Appendixes.**

**1.2 BACKGROUND INFORMATION:**

Gulf County currently contracts its household garbage pickup separately from the Cities of Port St. Joe and Wewahitchka. Also, Gulf County picks up yard debris from the right of way for the unincorporated parts of the county, and operates a Class III landfill for county wide needs. Gulf County is seeking to divest itself from operation of its Class III Landfill operation and contract the building, operation, and maintenance of a transfer station/material recycling facility. Additionally, Gulf County is desirous of a contract for yard debris pick up operation.

*SECTION 2 – SCOPE OF WORK*

**2.1 SERVICES TO BE PERFORMED:**

Proposals that provide additional solid waste services, revenue sharing, cost savings services and or other intangible benefits will be looked favorably upon by the County.

*Collection of Household Garbage*

- Collection of residential household garbage shall be at curbside Countywide.

#### Collection of Yard Trash

- Collection of yard trash shall be at curbside Countywide and/or Vendor may collect yard debris at transfer station for a fee.

#### Collection of Recyclables

- The County may elect curbside recyclables and/or host a recycle station location(s) for the benefit of its citizens. The vendor shall be responsible if the County elects to exercise the recycle options of this RFP for the collection from these recycle station(s) within the County or for an alternative proposal which would result in increased recycling and elimination of the recycle station(s).

#### Collection and Disposal of Household Hazardous Waste

- Vendor shall be responsible for providing at least one (1) amnesty day Countywide for the collection and disposal of hazardous waste. Vendor is provided the inquiry for quoting additional days of amnesty in the specifications.

#### Interchange of Proposer, Vendor, Contractor

- The use of the term Proposer shall be interchangeable throughout the RFP for purposes of scope and requested services with Contractor and Vendor.

## **2.2 BILLING AND REPORTS:**

A successful proposer must commit to the billing requirements and reports specified below and make recommendations on additional reporting elements.

- Billing reports will be required to provide verifiable accounts with addresses.
- Propose a system of checks and balances for the County's ability to audit billing and reporting requirements.

## **2.3 QUALIFICATIONS:**

The successful vendor at all times shall be familiar with and observe and comply with all Federal, State and local ordinances, rules and regulations which in any manner may apply.

- Proposers should provide at least five (5) years of prior experience in providing residential household garbage and recycling collection and disposal services to municipalities or counties.

- Proposers shall submit names, address and telephone numbers of at least (5) references that meet the criteria defined in the section above.

#### **2.4 ALTERNATIVE PROPOSALS:**

Gulf County desires to form a strong contractual relationship with its successful Proposer that serves the needs of the citizens of Gulf County and decreases costs and increases revenue for the County itself. The construction, operation, and maintenance of a transfer station will help Gulf County achieve its fiscal goals. Proposers should come prepared to the Mandatory Pre-Proposal conference to discuss this alternative in-depth.

Waste from adjacent counties received at the vendor's Gulf County transfer station/material recycling facility and processed, in any manner, will be subject to a tipping fee payable to Gulf County. Proposals shall include a monetary amount per ton to be remitted to Gulf County on a monthly basis.

Proposers should be aware that Gulf County has a growing tourist industry. Disposal of the resulting trash, recently about 35 tons/year, should be considered as a cost of doing business with Gulf County. This item shall be considered negotiable.

#### **2.5 SELECTION CRITERIA:**

The selected firm will be given written notification of being selected by the County. The County will negotiate and execute a contract with the selected firm prior to the beginning of the actual services. Should negotiations fail, the County will negotiate with other highly ranked companies. Companies shall be ranked on the following:

##### Criteria

1. Documentation providing additional solid waste services, waste reduction, cost savings, revenue sharing, or other tangible benefits other than what is currently provided.
2. Is proposal comprehensive & consider all of the county solid waste issues.
3. Does the proposal address the long term solid waste needs of the County in the most cost effective fashion.
4. Evidence of financial stability of proposer (and any partners)
5. Proposal addresses any adverse impacts.

6. Years of experience by the entity in solid waste industry.
7. Proposed rates and fees of the Contractor in response to the various specifications and options attached to this RFP.

The County along with a evaluation team of County staff employees shall evaluate all responsive proposals. The County reserves the right to determine whether a proposal is responsive and to waive any technicalities or requirements contained therein.

The County reserves the right to negotiate a contract in which, the judgment of the County, would best serve the interest of Gulf County, including the right to withdraw from negotiations, the right to limit negotiations to a single proposer or to otherwise modify the scope of services or terms hereof without further notice.

Ultimately, the County shall reserve the exclusive option and right to award a contract which will result in the lowest or best cost (or greatest benefit) to and provide the best and most comprehensive services to and be in the best interest of Gulf County.

**SECTION 3 – PROCUREMENT RULES AND INFORMATION**

**3.1 Contact Person:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

All technical questions regarding this Request should be directed in writing; preferably by email to the Deputy County Administrator, Lynn Lanier. **Questions shall be submitted no later than 10:00 AM (Eastern) on April 3rd, 2014 which shall coincide with the Mandatory Pre-Proposal Conference.** Questions submitted up to and or during this mandatory conference will be answered to the best of the County’s ability. The mandatory pre-proposal conference shall be each and every contractor’s opportunity to secure answers and clarity on any outstanding issue they may have. Failure to submit requests in writing by the specified time shall not be grounds for a protest. Note: Written requirements in the Request or its amendments are binding, but any oral communications between you and the County are not.

**3.2 CALENDAR EVENTS:**

**DATE/TIME**

**ACTION**

April 3, 2014 at 10 a.m. (Eastern)	Mandatory Pre-Proposal Conference
April 11 <sup>th</sup> no later than 4:30 p.m (Eastern)	Proposal Submission Deadline
April 14 <sup>th</sup> at 10 a.m. (Eastern)	Sealed proposals opened by County
April 14 <sup>th</sup> through April 21 <sup>st</sup>	County evaluation period
April 22 <sup>nd</sup> at 9 a.m. (Eastern)	County Commission receives staff report and recommendations

### 3.3 MANDATORY PRE-PROPOSAL CONFERENCE:

**A pre-proposal conference will be held at 10 AM (Eastern) on April 3<sup>rd</sup>, 2014** at the County Commissioner’s meeting room in the Robert M. Moore Administration Building, Gulf County Courthouse Complex, Port St. Joe, Florida. **Questions shall be submitted in writing to the Deputy County Administrator, Lynn Lanier no later than 10 AM (Eastern) and or during the duration of the Pre-Proposal Conference.** Questions received after that date and time will not be answered.

### 3.4 SUBMISSION OF PROPOSAL:

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the proposal’s capabilities to satisfy the requirements of this Request for Proposal. Fancy bindings, colored displays and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that proposers follow the format and instructions herein. The Contractor shall submit two (2) originals and five (5) copies as stated above as well as an electronic submission of its RFP response in digital format on a flash drive or CD.

### 3.5 PROPOSAL OPENING:

Proposals will be accepted until 11<sup>th</sup> day of April, 2014 no later than 4:30 PM (Eastern) and will be opened the following Monday, April 14<sup>th</sup> at 10 AM (Eastern) consistent with county policy.

Proposals are due at the time and date specified. **Proposals received late will not be considered and will be marked as LATE.**

Any person with a qualified disability requiring special accommodations at the proposal opening should contact Lynn Lanier, Deputy County Administrator at (850) 229-6106

and or at [lhanier@gulfcountry-fl.gov](mailto:lhanier@gulfcountry-fl.gov) and a copy of your correspondence to [ksummers@gulfclerk.com](mailto:ksummers@gulfclerk.com) at least five (5) working days prior to the event.

### **3.6 INSURANCE REQUIREMENTS:**

Contractor shall at all times during the Contract period maintain in full force and effect workers compensation, comprehensive general liability, comprehensive automobile liability, pollution liability insurance and/or environmental impairment liability insurance and other insurance as is appropriate for the solid waste services being performed hereunder by Contractor, its employees, subcontractors or agents. The amounts and types of workers compensation, comprehensive general liability, comprehensive automobile liability, pollution liability insurance and/or environmental impairment liability insurance and other insurance shall conform to the following minimum requirements and all costs of such insurance shall be borne by the Contractor and its bid:

1. Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
  - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements. Waiver of subrogation in lieu of additional insured is required.
2. Comprehensive General Liability Coverage must include:
  - a. \$2,500,000 combined limited per occurrence for bodily injury, personal injury and property damage.
  - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
  - a. \$3,000,000 combined single limit per accident for bodily injury and property damage.
  - b. Owned Vehicles.
  - c. Hired and Non-Owned Vehicles.
  - d. Employee Non-Ownership.
4. Pollution Liability Insurance and/or Environmental Impairment Liability Insurance:
  - a. \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The coverage shall provide protection for the site owners and operators against third party liability for bodily injury, property damage and cleanup cost as a result of a pollution event on, at, under or coming from the insured's location and/or which may arise from, or in connection with, the performance by the insured, its agents, representatives, employees and/or members.

The Contractor policies are to contain and be endorsed to contain, the following provisions:

**General Liability and Automobile Liability Coverage:** are to have the County named as an additional insured.

General Liability and Automobile Liability Coverage policies shall also include “the County, its officers, officials, employees and volunteers are be covered as insureds as respects; liability arising out of the activities performed by on or on behalf of the Contractor, including the insured’s general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations or the scope or protections afforded the County, its officers, officials, employees or volunteers.

**Pollution Liability Insurance and/or Environmental Impairment Liability Insurance:** shall have the County named as an additional insured.

All coverages and policies shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage limits except after no less than thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

### **3.7 COST OF PREPARING PROPOSALS:**

The County is not liable for any costs incurred by the proposer in responding to this RFP, including those for oral presentations.

### **3.8 DISPOSAL OF PROPOSAL:**

All proposals become the property of the County and will be a matter of record. The County shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of this proposal will not affect this right.

Any submitted proposal shall remain a valid proposal for ninety (90) calendar days after the submission date.

### **3.9 PROPOSAL RULES FOR WITHDRAWAL:**

A proposal may not be withdrawn for a period of ninety (90) calendar days after the date of the RFP opening.

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of the Proposals.

### **3.10 REJECTION OF PROPOSAL:**

**The County reserves the right to accept or reject any and all proposals as may be deemed necessary by the County to be in its best interest.** The County further reserves the right to waive any and all informalities, and reserves the right to reject all nonconforming, unresponsive, unbalanced or conditional Proposals. The County reserves the right to reject the Proposal of any Proposer if the County believes that it would not be in the best interest of the Project to make an award to that Proposer, because the Proposal is not responsive or responsible, or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the County. The County also reserves the right to enter into contract negotiations with a qualified, responsible, and responsive Proposer who submits the best ranked proposal. If the County and the best Proposer cannot negotiate a successful contract the County may terminate such negotiations and begin negotiations with the qualified, responsible, and responsive Proposer who submits the next best ranked proposal. No Proposer shall have any rights against the County arising from such negotiations. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Where numeric data is given both in Arabic numerals and in written language, and where there exists a discrepancy between an Arabic numeral and written language, the written language shall be presumed to be correct and the Arabic numeral presumed incorrect.

The County reserves the right to delete any Proposal items and the total Proposal shall be determined as the sum of the Proposal items awarded. In evaluating Proposals, the county will consider the qualifications of the proposers, whether or not the Proposals comply with the prescribed requirements, time of completion and other data, as may be requested in the Proposal form or prior to the Notice of Award.

### **3.11 VERBAL INSTRUCTIONS:**

No negotiations, decisions, or actions shall be initiated or executed by the proposal as a result of any discussion with any county employee. Only those communications from proposers, which are signed and in writing will be recognized by the County, as duly

authorized expressions on behalf of the Proposer. Oral and other interpretations or clarifications will be without legal effect.

### **3.12 SALES AND USE TAX:**

The Proposer agrees that any and all applicable federal, state and local sales and use taxes that are incurred by the Proposer are included in the stated bid price for the Project. The County is tax exempt from federal excise and state sales tax.

### **3.13 PUBLIC ENTITY CRIMES:**

The Proposer must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

### **3.14 DRUG FREE WORKPLACE:**

The Proposer must complete the County's Drug Free Workplace Certification form, attached and made a part of the proposal. According to Gulf County policy, preference shall be given to businesses with drug-free work place programs. Whenever two or more proposals, which are equal with respect price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free work place program.

### **3.15 ADDENDUMS:**

The County may issue Addendums to modify the proposal as deemed appropriate.

Addendums and clarification to this RFP along with an Addendum Acknowledgement Form will be mailed or emailed (with required written confirmation of receipt from Vendor to County Administration) to all vendors receiving this RFP. The Addendum Acknowledgement Form, which is included with each mail out, shall be signed by an

authorized company representative, dated, and returned with proposal. Attached is a sample of the Addendum Acknowledgment Form.

**3.16 NOTICES:**

Any notices to be given under this RFP shall be given by United States Mail, addressed to Proposer at its address stated herein, and to the County at its address stated herein. Additional notice may also be given by facsimile in which case it shall be deemed that notice was provided on the date said facsimile was received. The party providing notice by facsimile shall confirm that the facsimile was received by the other party.

**3.17 PROTEST:**

Any person or entity whose proposal is rejected, in whole or in part, or who submits a proposal but is not awarded the contract, may protest such decision. Written notice of intent to file a protest must be submitted with Clerk's office or Deputy County Administrator, Lynn Lanier within twenty-four (24) hours after the Board's declaration of its intention with regard to an award. Written protest must be submitted to the Clerk's office or Deputy County Administrator, Lynn Lanier within ten (10) calendar days after filing written notice of intent.

**3.18 BOND:**

- A. Contractor will be required to furnish a corporate surety bond throughout the term of the contract as security for performance of the contract services. Said surety bond must be in the amount of Two Million Dollars (\$2,000,000) and must be furnished within fifteen (15) days of award. The bond will be furnished and renewed on an annual basis by the Contractor during the term of this contract.
- B. All proposals shall be accompanied by a bid/proposal security in an amount not less than five percent (5%) of the proposed amount, payable to the Board of County Commissioners, Gulf County.

***SECTION 4 – CONTENTS OF PROPOSAL***

This section contains instructions regarding the format of the RFP that are to be submitted.

**4.1 FORMS:**

It is mandatory that vendor's return the Request for Proposal cover sheet with their proposal. A representative who is authorized to contractually bind the vendor shall sign the Proposal.

It is mandatory that vendors return the Drug-Free Workplace Certification Form along with the Public Entity Crime Form.

**4.2 CONTACTS FOR CONTRACT ADMINISTRATION:**

Proposers shall return the Contact for Contract Administration Form. This shall be the company representative for the day-to-day activities of the contract.

***SECTION 5 – AWARD OF PROPOSAL***

The Board will award this RFP to the responsive proposer that meets the criteria stated in Section 2.5 and meets the County's needs. In the event the best proposer is found to be non-responsive, the County may proceed to the next best responsive proposer and continue the award process.

***SECTION 6 – TERMS AND CONDITIONS:***

**6.1 TERMINATION OF CONTRACT:**

The County may terminate this Agreement at any time with or without cause, or with or without prior notice when it is in the best interest of the County.

**6.2 TERM OF CONTRACT:**

The term of this contract shall be for five (5) years – beginning on the date of its complete execution with an option to renew for three (3) additional terms of two (2) years each at the sole discretion of the County, unless earlier terminated by the Board of County Commissioners.

**Information Sheet  
For Transactions and Conveyances  
Corporate Identification**

The following information will be provided to Gulf County County Attorney and staff for incorporation in legal documents and agreement with vendor. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state and federal government:

(Please circle one)

**Is this a Florida Corporation:**                      Yes    No

**If not a Florida Corporation,**

In what state was is created: \_\_\_\_\_

Name as spelled in that State: \_\_\_\_\_

**What Kind of corporation is it:**                      “For Profit” or “Not for Profit”

**Is it in good standing:**                                      Yes    No

**Authorized to transact business**

**In Florida:**    Yes    or    No

State of Florida Department of State of Certificate of Authority Document No.: \_\_\_\_\_

**Does it use a registered fictitious name:**    Yes    or    No

**Name of Officers:**

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Vice President: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Director: \_\_\_\_\_

Director: \_\_\_\_\_

Other: \_\_\_\_\_

Other: \_\_\_\_\_

**Name of Corporation (As used in Florida):**

\_\_\_\_\_

(spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_

County, State, Zip \_\_\_\_\_

Street Address: \_\_\_\_\_

County, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

**Federal Identification Number:** \_\_\_\_\_

(For all instruments to be recorded, taxpayer's identification is needed)

**Name of Individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_

(Upon Certification of Award, the President or Vice-President shall sign Contract. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the County Administration)

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above who will sign on behalf of the company:**

\_\_\_\_\_

**Gulf County Request for Proposal Specifications**

**For Solid Waste Services**

**See attached Spreadsheet itemizing the specifications and options requested**