

## City of LaBelle, Florida

### Request for Proposals for Solid Waste Collection and Recycling Services

The City of LaBelle is a municipality of approximately 5,000 and the county seat of Hendry County, Florida. LaBelle has an existing solid waste and recycling provider which is coming to the end of its term, the City is seeking proposals for replacement and expanded services. The City is seeking a turnkey solution to serve all residential and commercial customers within the incorporated area of the City of LaBelle.

The City's current contractor is responsible for residential collection once per week and horticultural waste twice a month. Residential solid waste, horticultural, and recycling is provided for \$21.35 per month for each residential account. Additionally, white goods and furniture pickups as well as up to two cubic yards of residential construction and demolition debris is collected once per week at no charge. The current provider also provides roll-out containers and recycling bins. The City's existing commercial container, roll-off, and special services charges are available by request.

LaBelle will evaluate and rank submittals and select the highest ranked company from firms submitting a Statement of Interest from which to begin negotiating an Agreement.

In order to be considered, sealed proposals (one original and three copies) labeled "Waste Service Proposal" must be received by the City at City Hall (Clerk's Office), 481 West Hickpochee Avenue, LaBelle, Florida 33935 by September 25, 2023 at 2:00 p.m., at which time all responses to this request will be recorded in the presence of one or more witnesses. Responses received after that date and time will not be considered. The City reserves the right to alter this and other schedules provided below. The City Commission will open, review and make award immediately after the above deadline and all Respondents are encouraged to be in attendance.

All proposals shall remain in effect for a period of ninety (90) days after the solicitation deadline. The City reserves the right to reject any and all proposals received, to solicit new proposals, or take any other such actions that may be deemed to be in the best interest of the City of LaBelle.

Questions: Questions should be directed to the Deputy City Clerk, located at 481 West Hickpochee Avenue, LaBelle, Florida 33935 or e-mailing Jessi Zubaty at [jessizubaty@citylabelle.com](mailto:jessizubaty@citylabelle.com). Any changes by the City to specifications will be in writing in the form of an addendum and furnished to all RFP document holders of which the City is aware. Verbal information obtained otherwise will NOT be considered in awarding the RFP.

#### SCHEDULE

<b>1</b>	Issue "Request for Proposals"	September 16, 2023
<b>2</b>	Submittal – "Request for Proposals"	September 25, 2023
<b>3</b>	Ranking of Firms by City Commission	September 25, 2023
<b>4</b>	Begin Negotiations with Top Ranked Firm	September 25, 2023
<b>5</b>	Finalize Agreement with City Commission	September 28, 2023
<b>6</b>	Anticipate Service Start Date	October 1, 2023

## SELECTION CRITERIA

		<b>Points</b>
<b>1</b>	Respondent's Qualifications (years in industry, expertise, similar experience, etc.)	0-40 Points
<b>2</b>	Feedback from Respondent's References	0-10 Points
<b>3</b>	Cost / Fee Proposal*	0-50 Points

\* Provide excel spreadsheet with all residential pricing options for ease of comparison.

## FIRM AND TECHNICAL REQUIREMENTS

In general, the scope of services to be provided consists of the following:

1. Letter of Interest – A letter stating your interest in providing these services, signed by the person who will have contract authority over the services and stating the contents of the response are true and accurate. Summarize the proposer's position as to why the company should be selected.
2. Overall Firms Experience and Expertise – Description of Respondent's firm, including the location from which the project will be administered, and the location of individuals anticipated to be assigned to this project. Describe experience completing services of similar scope for other governmental entities (preferably Florida-based) and provide multiple references with contacts, title, phone number, and email addresses. Respondents must submit no less than three (3) references, not including LaBelle, and should reflect a minimum of five (5) years relevant experience per reference.
3. Corporate Disclosures – Please identify any past, current, or pending litigation against the Respondent, as well as any recent or anticipated sales or mergers.
4. Transition Plan – Each Respondent will be expected to detail their proposed transition plan from the City's existing provider by the anticipated start date. The purpose of the transition plan is of critical importance to the City. The selected firm will be responsible for removal and delivery of new containers as required by the transition as well as coordination of deliver of new and storage of existing provider's containers with the City and existing provider. The City may extend the existing provider service on a month-to-month basis to allow the City to consider proposals and such coordination as necessary.
5. Draft Contract – As time is of the essence in this request, each Respondent must provide a draft of their proposed service contract, with provisions for each pricing option provided, to facilitate expedited finalization of award.
6. Minimum and Alternative Proposals – Pricing and options **must** be provided for each (no additional bundles or alternatives will be considered).
  - i. Minimum – Residential hand pick-up collection once per week, at least seven (7) days apart, and every other week for recycling and horticultural debris with customers providing containers.
  - ii. Alternative 1 – Residential collection of at least once per week, with proposer providing containers. Respondents shall describe type and range of container options to be provided.
  - iii. Alternative 2 – Residential collection of twice per week, with proposer providing containers. Respondents shall describe type and range of container options to be provided.
  - iv. Alternative 3 - Residential collection twice per week and every other week for recycling and horticultural debris, with proposer providing containers. Respondents shall describe type and range of container options to be provided.

- v. Alternative 4 – Residential collection twice per week and once per week for recycling and horticultural debris, with proposer providing containers. Respondents shall describe type and range of container options to be provided.
  - vi. Bulk Pickup – Provide collection availability (with regular residential pickup, every other week, or by request), pricing, and special conditions for regular or special large item pickups including white goods, tires, furniture, or limited construction materials.
  - vii. Commercial Pickup – Provide separate commercial pricing for every week and every other week pricing, broken down by industry standard container options, as well as any special service or loading fees.
  - viii. Exclusions – Respondent’s shall clearly define its criteria for inclusion or exclusion of materials for each proposal above and delineate to the City what, if any, materials including contaminated or other refuse it cannot provide collection services for.
7. Responses and Waiver– Each Respondent shall carefully examine the RFP and other solicitation materials, and informing themselves thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under a proposed contract. Ignorance on the part of the Respondent in no way relieves the Respondent of the obligations and responsibilities assumed under an agreed contract. Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, Respondent shall notify the City in writing immediately. The City reserves the right to accept or waive irregularities or technicalities if found to be in the best interests of the City.
  8. Side Door Service – The Respondent will be responsible for providing residential garbage removal at no additional charge for handicapped residents who are unable to place containers by the street and have requested such services with proper documentation.
  9. Natural Disasters – The City has an existing contractor hurricane debris, however a Respondent will be expected to continue collection services during a minor disaster or hurricane event as well as to coordinate with the City on continuation or cessation of operations during such events.
  10. Subcontractors – All subcontractors must be identified, appropriate licensed and in good standing with City of LaBelle.
  11. Insurance Requirements – The Respondent awarded a contract shall be required to indemnify the City and carry insurance in the following types and limits:
    - i. Commercial General Liability: Respondent and its sub-contractors shall have and maintain throughout the duration of the Contract Commercial General Liability (CGL) Insurance with limits of at least \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage.
    - ii. Business Automobile Liability: Respondent and its sub-contractors shall have and maintain throughout the duration of the contract Commercial Automobile Liability Insurance with a Combined Single limit of at least \$1,000,000 for bodily injury and property damage liability arising out of any auto accident (including owned, hired and non-owned autos).
    - iii. Workers Compensation: Respondent and its sub-contractors shall have and maintain throughout the duration of the Contract Worker’s Compensation Insurance in accordance with State law and Employer’s Liability coverage with a limit of at least \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease, unless exempt by law.
    - iv. Certificates of Insurance: The City of LaBelle must be named as an additional insured on the

CGL and Business Automobile Liability insurance policies. Respondent and its sub-contractors must provide valid certificates of insurance to the City for all policies. Respondent and its sub-contractors will be required to provide the City, as an additional insured, with thirty (30) days' written notice prior to the cancellation, modification or non-renewal of the policies.

12. Addenda – The City will issue responses to inquiries and other correction, amendments or clarifications in writing in the form of an addendum and, if used, will be posted on the solicitation page at [www.demandstar.com](http://www.demandstar.com). Each respondent shall acknowledge receipt of any addenda in their proposal. If the acknowledgement is not included, the response to the RFP will constitute acknowledgment. It is the responsibility of all Respondents to verify all addenda prior to submitting a response to the RFP.
13. Term – The initial term of five (5) years which may be extended at the sole discretion of the City for an additional five (5) year term. Termination shall be provided for in the award contract.
14. Selection – Selection will be made with one Respondent deemed to be fully qualified and best suited among those submitting proposals based on the selection criteria established above and not necessarily based on lowest pricing in all circumstances. In all respect, the City Commission shall select the Respondent, which, in its opinion, has made the best proposal, and shall award the contract to that Respondent. Consistent with Section 2-63 of the LaBelle Code, the City Commission may reject all proposals and seek to extend the term of its existing provider.
15. Disqualification
  - i. **NON-COLLUSION AFFIDAVIT:** Any Respondent submitting a response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Respondents the response of all participants in such collusion shall be rejected, and no participants will be considered in future responses for the same work.
  - ii. **PUBLIC ENTITY CRIME:** A person or company who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for a period of 36 months from the date of being placed on the convicted vendor list.
  - iii. **DRUG-FREE WORKPLACE FORM:** Any company submitting a proposal in response to this RFP must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with the response. Failure to complete this form in every detail and submit it with your response will result in immediate disqualification of your response.
  - iv. **CONFLICT OF INTEREST:** Any company who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.
  - v. **PROHIBITED COMMUNICATION:** Any form of communication, except for written correspondence authorized herein, shall be prohibited regarding this particular RFP, or any other competitive solicitation between (1) any Respondent or person representing a Respondent seeking the award of services, and (2) any member of the City Commission who is serving as the selection committee in this solicitation.

For the purpose of this section, a Respondent's representative shall include but is not limited to, an employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the Respondent.

This prohibition on communication shall be in effect as of the publication of the RFP. The provisions of this section shall not apply to oral communications at any public proceeding, oral presentations before selection committees, contract negotiations, presentations made to the Commission and shall terminate at time of award.

16. Required Forms

- i. Proposer's Acknowledgement
- ii. Addendum Acknowledgement
- iii. Drug-Free Workplace Certification
- iv. Public Entity Crimes Statement
- v. E-Verify Statement