

## **Waste Collection Request for Proposals**

The Town of Eatonville is requesting proposals from qualified contractors for the collection of residential and commercial solid waste. The required proposal packet may be obtained from the Town CAO's Office at 307 East Kennedy Blvd. (407) 623-8913.

Proposals must be sealed and clearly marked "Proposal for Solid Waste Collection Contract" The response must be received at **Town Hall, 307 E. Kennedy Blvd., Eatonville, FL 32751, no later than 3 p.m., September 16, 2024,** at which time they will be opened. Proposal responses received later than the date and time specified will be rejected. The Town of Eatonville will not be responsible for late deliveries of proposals which are addressed incorrectly, delivered by mail, or by any other method.

The Town of Eatonville reserves the right to accept or reject any or all proposals or parts thereof, and if an award is made, it will be made in the best interest of the Town of Eatonville.

#### Calendar of Events

All times listed in the calendar of events is Eastern Daylight Time

Request for Proposals Advertised	August 21, 2024
Questions Due to the Town (written)	September 02, 2024
Responses to Questions Due from the Town	September 09, 2024
Proposals Due to the Town	3pm EST September 16, 2024
Short List Presentations (if necessary)	September 2024
Contract Negotiated with Town	Sept./Oct. 2024
Board Approval of Company	October / November 2024

• The Town reserves the right to alter scheduled dates and times

# Specifications for Request for Proposals for Residential & Commercial Solid Waste, Bulk Waste, and Recycling Services

#### 1.0 Purpose

This Request for Proposals (RFP) is issued by the Town of Eatonville. hereafter referred to as the Town.

The purpose of this RFP is to select a qualified contractor to provide the Town comprehensive Solid Waste Collection Services with an overall quality exceeding the performance and cost of current services.

The RFP is issued by the Town to provide potential service providers with information, guidelines and
rules by which to prepare and submit their proposal to perform the services outlined herein. The
successful contractor will enter into a Solid Waste Collection Services Contract, hereafter referred as
the Contract, to provide residential and commercial solid waste collection services for a period of five
(5) years plus, beginning on, 2024 and ending on, 2029, with an option to renew for
additional five-year terms.

Any written proposal, other submissions, correspondence and records pursuant to the RFP shall be opened to the public and available for public viewing in compliance with Florida open record laws.

#### 1.1 General Provisions

- A. The issuance of this RFP constitutes an invitation to present qualifications and service parameters and to define costs associated with the services required by the RFP. The Town reserves the right to determine, in its sole discretion, whether any aspect of the proposal submitted by each respondent meets the criteria set forth. The Town reserves the right to reject any and all submittals, without cause. The Town reserves the right to reject any proposal if the contractor cannot perform all of the services required. The Town reserves the right to modify the scope of the RFP, at its sole discretion. In the event that the Town "withdraws the RFP, or the Town does not proceed for any reason, the Town shall have no liability to contractors for any cost or expenses incurred in connection with the preparation and submission of the RFP or other related activities.
- B. The respondent shall not assign, transfer. convey, or otherwise hypothecate any interest, right, duties or obligations he or she may have. under the Contract. The Town may, at its option, terminate any agreement immediately upon notice of such action by the contractor.
- C. Any proposal may be withdrawn until the date and time set forth for opening the proposals. Any proposal not so withdrawn shall, upon opening, constitutes an irrevocable offer for a period of ninety days. to purdla.se for the Town. the goods and services described in the contractor's proposal in conjunction with the RFP.
- D. The contractor shall perform any services awarded to it as an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither the contractor nor anyone employed by it shall represent, act or purport to act or be deemed to be an agent, employee or representative of the Town.
- E. Due care and diligence base been exercised in the preparation of this document, and all information

contained herein is believed to be substantially correct. however. The responsibility for determining the full extent of the services required rests solely with those making a response.

- F. All-timely responses. Meeting the intent of the RFP will be considered.
- G. Each contractor is responsible for full and complete compliance with federal, state, and local laws. rules and regulations in connection with the preparation of their response to the RFP. The successful contractor will affirm its intent to comply with all laws relative to conducting business in including, but not limited to licensing, permitting, labor and health laws. The laws of the State of Florida will govern as to interpretation validity, and effect of this process, the proposed Contract, and its award
- H. The Town, at its discretion, reserves the right to waive minor informalities or irreguladties in any proposal to reject any and all proposals in whole or in part, with or without cause, and to accept that proposal, if any! which, in its judgment, will be in the Town's best interest.
- I. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the Town Manager. Any oral or other type of communication concerning this document will not be binding.
- J. Proposals must be signed and dated by an individual representing the respondent's organization who is legally authorized to commit the organization to the services contemplated in this document.
- K. All pages included in or attached by reference to this document shall be called and constitute this Request for Proposals.

#### 1.2 Communications

Questions relating to either the Scope of Work contemplated by this RFP or regarding the process for submitting properly, should be directed to:

Demetris Pressley, CSM Town Chief Administrative Office (CAO) Town of Eatonville 307 E. Kennedy Blvd. Eatonville, FL 32751

Telephone (407) 623-8913 Fax: (407) 623-8919

#### 2.0 Pre-qualification Requirements

All prospective respondents must be pre-qualified by the Town of Eatonville before their proposal is approved.

- A. <u>PROOF OF EXPERIENCE-</u> a minimum of five years of pertinent contract experience with municipalities with at least 5,000 residences and with at least 50 commercial establishments.
- B. <u>POSITIVE REFERENCES</u>- positive references from at least three units of government, which have contracted with the proposer for solid waste collection and disposal.

- C. <u>CANCELLED CONTRACTS</u>- each proposer shall list all similar contracts or agreements. for which the municipality has cancelled the contract or agreement for any reason.
- D. LOCAL OFFICE- a local office must be maintained within 25 miles of the Town.
- E. <u>PROOF OF INSURANCE</u>-required limits of insurance coverage as described herein, under 3.0 Required Limits of Insurance.
- F. <u>FINANCIAL ABILITY</u>. demonstrates the firm's ability to financially manage the start-up and growth of the systems being proposed.
- G. <u>EQUIPMENT AVAILABILTY-</u> demonstrates the firm's ability to provide back-up equipment and vehicles beyond those assigned to the proposed contract and within reasonable proximity to the Town of Eatonville.
- **2.1** Required Limits of Insurance The successful contractor will be required to provide a Certificate of Liability Insurance naming the Town of Eatonville as Additional Insured.
  - A. **Workers Compensation** must meet or exceed statutory limits in compliance with Workers Compensation Laws of the State of Florida.
  - B. Commercial General Liability coverage shall provide minimum limits of liability coverage of \$1,000,000 per occurrence combined single limit for bodily injury and property damage, a general aggregate of \$2.000,000 and product liability of \$1,000,000.
  - C. **Automobile Liability** coverage shall provide minimum combined single limit coverage of \$1,000,000 per accident.
- **2.2 <u>Licenses</u>** The successful contractor shall be duly licensed by state, regional. and local authorities, which have jurisdiction over any aspect of the scope of work contemplated in this RFP, and the contractor shall be required to determine if any special licenses or permit may be required.

Penalties. damage claims, and/or fines imposed upon the Town or the contractor for failure of the contractor to obtain and keep current any required licenses or permits, or to comply with any law, ordinance, rule or regulation applicable to the contractor's performance of the Contract shall be borne by the contractor.

### 2.3 **Operating Plans**

- A. The Contractor must maintain and submit for the Town's approval, an operating plan that adequately describes how the contractor shall maintain the services provided for in the RFP; specifically, a contingency plan, which describes how the contractor shall respond to and correct routine and major service issues. The plant at a minimum shall include remedial action provisions with respect to spill prevention and control, equipment failure and human error.
- B. Additionally, the Contractor must maintain and provide evidence to the Town of ongoing employee safety training and practices. The plan, at a minimum, shall include provisions for the proper training in identifying and handling unacceptable hazardous wastes and worker

safety practices, which prevent damage to human health, the environment and private property.

C. Preference will be given to Contractors maintaining a Drug Free Workplace. Contractors shall include a statement of complianc3e or written plan for participating in such a program.

## 2.4 Required Equipment

The Contractor shall have and maintain adequate inventory of equipment and vehicles necessary to provide the services listed in the RFP. The Contractor shall include a list of equipment and vehicles to be used in their operating plan.

## 2.5 Required Personnel

The Contractor shall have and maintain adequate staffing to perform the services listed in the RFP. The Contractor shall include a list of personnel by position in their Operating plan.

#### 2.6 Performance Bond

Once the selection process is complete, the successful Contactor shall, within fourteen (14) business days from the execution of the Solid Waste Contract furnish and maintain, throughout the Contract, a Performance Bond in the amount of fifty thousand dollars (\$50,000.00) from a licensed bonding company, as security for performing the Contract.

## 3.0 Scope of Work, RFP

The Town has determined that it is in its best interest to seek proposals for contracting certain waste collection and disposal services. As the basis for the RFP, the Town is requesting proposals for the collection of residential (household) and commercial waste and designated recycling materials within its jurisdiction. Specifically, the Town seeks proposals for the collection for approximately 850 single and multi-family homes and small commercial establishments.

The residential service requirement is for once per week curbside services for waste and 18-gallon bins for recycling, each provided by the contractor.

The commercial service requirement is for collection of all commercial waste on a schedule via contractor-provided front-end load containers or 95-gallon roll carts for small businesses. Container size and

frequency to be determined by the customer.

#### 3.1 Solid Waste Collection Contract

The intent of the RW is to award a Solid Waste Collection Contract. The term of the Contract is for five (5) years with an option to renew the Contract for successive five-year terms by mutual consent. The successful Contractor win be allowed to begin services only after successfully negotiating with the Town, Contract terms agreeable to both parties.

#### 3.2 Procedures for Contract Award

Only proposals submitted by qualified Contractors, which have demonstrated their ability to meet all of the Pre-Qualification Requirements, will be considered. The Town Manager will evaluate all qualified proposals and make his selection recommendation to Mayor and Council. Mayor and Council Will make

the final selection at its regularly scheduled m	eeting on	, 20	04.		
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a. Residential Garbage Collection 1 X week	\$p	er residence			
b. Residential Recycling Collection	1 X week	\$	_per residence		
c. Residential Yard Waste Collection	1 X week	\$	_per residence		
d. Small Commercial Cart Collection	1 X week	\$	_per cart		
e. And any other items that will affect the costs of the contract.					

# 3.3 Additional Information

The existing franchise agreement is available for review, if desired; as well as a list of current collection rates.

## 3.4 Submittals

pre-qualification requirements should be submitted in a separate envelope from the contractor's bids and pricing for these services. Only bids from qualified contractors will be considered.