



**REQUEST FOR PROPOSALS**  
**Residential and Commercial Garbage Collection**



## REQUEST FOR PROPOSALS

### RFP for Residential and Commercial Garbage Collection

The City of Frostproof, Polk County, Florida is soliciting qualified persons or firms to perform curbside collections of solid waste in neighborhoods within the City of Frostproof corporate limits.

#### INSTRUCTIONS TO SUBMITTING FIRMS OR INDIVIDUALS

All PROPOSALS must be in a sealed envelope, plainly marked on the outside with "**RFP RESIDENTIAL CURBSIDE AND COMMERCIAL GARBAGE SERVICES FOR THE CITY OF FROSTPROOF.**" Proposals shall be submitted together with any and all supporting documentation enclosed. A complete RFP package, which contains all the necessary information, may be obtained by contacting Nicole McDowell, City Clerk, 863-635-7854, or [nmcdowell@cityoffrostproof](mailto:nmcdowell@cityoffrostproof) and/or Josh Turner, Public Works Director, 863-528-2184, or [jturner@cityoffrostproof.com](mailto:jturner@cityoffrostproof.com).

Proposals from individuals and firms will be received in the City Clerk's Office at 111 W 1st Street, Frostproof, Florida until 10:00 A.M. local time on **Tuesday, May 28, 2024**. Submittals may be either mailed or hand delivered to the City Clerk's Office at 111 W 1st Street, Frostproof, Florida 33843 prior to the above deadline. Postmarks will not be accepted. Proposals will be publicly opened and read aloud. It is the responsibility of the bidder to assure that Proposals are received in the City Clerk's Office, no later than the specified time and date. Submittals received after this date and time will not be accepted or considered and will be returned to the respondent unopened.

The City reserves the right to waive any informalities or minor irregularities; reject any and all Proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any Proposals in whole or in part with or without cause; and accept the Proposals which best serve the interests of the City. Pursuant to the requirements of Section 287, Florida Statutes, all qualifiers are subject to those provisions pertaining to Public Entity Crimes and the Convicted Vendor List.

# TABLE OF CONTENTS

<b>PART I - GENERAL INFORMATION</b> .....	4
1.1 Definitions.....	4
1.2 Purpose.....	4
1.3 Issuing Office and Location of Proposals Opening.....	4
1.4 Invitation to Propose.....	4
1.5 Contract Awards.....	4
1.6 Development Costs.....	5
1.7 Inquiries.....	5
1.8 Timetables.....	5
1.9 Franchise Fee.....	5
1.10 Delays.....	5
1.11 Qualification Submission and Withdrawal.....	6
1.12 Addenda.....	6
1.13 Equal Opportunity.....	6
1.14 Insurance.....	7
1.15 Lobbyist Disclosure Requirement.....	7
1.16 Public Entity Crimes.....	7
1.17 Accessibility Standards.....	7
1.18 Assignability.....	8
<b>PART II STATEMENT OF WORK</b> .....	8
2.1 Scope of Work .....	8
A. Introduction.....	8
B. Term.....	8
C. Scope of Services.....	8
<b>PART III — INSTRUCTIONS FOR PREPARING SUBMISSIONS</b> .....	13
3.1 Rules for Submissions.....	13
3.2 Submission Format.....	13
A. Letter of Transmittal.....	13
B. Identification of key personnel to be actually employed on this work.....	13
C. Organization Profile and Qualifications.....	13
D. Other Information.....	14
<b>PART IV — EVALUATION OF SUBMISSIONS</b> .....	14
4.1 Evaluation Method and Criteria.....	14
A. General.....	14
B. Selection.....	15
C. Presentations.....	15
D. Negotiations.....	15

## **PART I - GENERAL INFORMATION**

### **1.1 DEFINITIONS**

For the purposes of this Request for Proposals, the respondent shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposals.

### **1.2 PURPOSE**

This Request for Proposals (RFP) provides guidelines for the submission of proposals in response to the City of Frostproof's solicitation for firms and individuals to provide residential curbside and commercial garbage collection services within the City of Frostproof, Polk County, Florida.

### **1.3 ISSUING OFFICE AND LOCATION OF PROPOSALS OPENING**

Office of the City Manager  
City of Frostproof  
111 W 1st Street  
Frostproof, Florida 33843

### **1.4 INVITATION TO PROPOSE**

The City of Frostproof is soliciting proposals from responders to provide residential curbside and commercial garbage collection services. These services may include but are not limited to collection of household garbage, trash and debris, collection of recycling materials, collection of household yard debris, and collection of "white goods".

### **1.5 CONTRACT AWARDS**

The City of Frostproof anticipates entering into a contract for a specific project with the respondent who submits the proposal judged by the City to be the most advantageous to the City. The City anticipates awarding a single contract to the respondent chosen but reserves the right to award in any fashion if, in its sole determination, decides it is in its best interests.

The respondent understands that this RFP does not constitute an agreement or a contract with the City. An official contract or agreement is not binding until the submission is reviewed and accepted by the City Council and executed by all parties.

The City reserves the right to reject all proposals, to waive any informality, and to solicit and advertise for other Proposals.

A standard solid waste collection contract form will form the basis of the contract between the successful respondent(s) and the City. Additional terms and conditions may be added to the contract through negotiations with the successful qualifier(s).

## **1.6 DEVELOPMENT COSTS**

Neither the City nor their representatives shall be liable for any expenses incurred in connection with the preparation of a response to the RFP. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFP.

## **1.7 INQUIRIES**

Respondents may email inquiries for interpretations of this RFP to Nicole McDowell at [nmcdowell@cityoffrostproof.com](mailto:nmcdowell@cityoffrostproof.com) (cc [clerk@cityoffrostproof.com](mailto:clerk@cityoffrostproof.com)).

The City will respond to emailed inquiries received at least three (3) working days prior to the date scheduled for receiving the proposals. The City will record their responses to inquiries and any supplemental instructions in the form of written addenda. If issued, the City will email written addenda to all respondents who receive the RFP, at least five (5) working days before the date fixed for receiving the proposals.

## **1.8 TIMETABLES**

The City and respondents shall adhere to the following schedule in all actions concerning this RFP:

- A. On May 1, 2024 the City issues the RFP
- B. The City must receive the proposals by 10:00 A.M. on Tuesday, May 28, 2024.
- C. From opening time the City will review and evaluate the proposals on a timely basis.
- D. The City may enter into a contract after conducting negotiations and obtaining appropriate approvals. The City will notify unsuccessful respondents at this time.

## **1.9 FRANCHISE FEE**

The Contractor shall pay to the City, as the annual franchise fee, the sum equal to ten percent (10%) of the gross annual income for Solid Waste and Recycling Services proved by the Contractor during the previous twelve-month period.

## **1.10 DELAYS**

The City may delay scheduled due dates if it is to the advantage of the City to do so. The City will notify respondents of all changes in the scheduled due dates by written addenda.

### **1.11 QUALIFICATION SUBMISSION AND WITHDRAWAL**

The City will receive all proposals at the following address:

By USPS:  
City of Frostproof  
City Clerk's Office  
111 W 1st Street, Second Floor  
Frostproof, Florida 33843

or

By Express or Hand Delivery:  
City of Frostproof  
City Clerk's Office  
111 W 1st Street, Second Floor  
Frostproof, Florida 33843

To facilitate processing, please mark the outside of the envelope in the lower left hand corner as follows: "**RFP — RESIDENTIAL CURBSIDE AND COMMERCIAL GARBAGE SERVICES FOR THE CITY OF FROSTPROOF.**" The envelope shall also include the Respondent's return address in the upper left hand corner.

Respondents shall submit ONE (1) Original and THREE (3) copies and ONE (1) electronic copy of the proposal in a sealed, opaque envelope marked as noted above. The respondent may submit the proposal by mail or in person. The electronic copy can be included on a CD-ROM or memory stick containing the entire proposal.

**THE CITY MUST RECEIVE ALL PROPOSALS BY 10:00 A.M. ON TUESDAY, May 28, 2024.**

Due to the irregularity of mail service, the City cautions respondents to assure actual delivery of proposals to the City Clerk's office prior to the deadline set for receiving submissions. Telephone confirmation of timely receipt of the proposal may be made by calling (863) 635-7854F at least four (4) hours prior to opening time for proposals. Proposals received after the established deadline will not be opened and will be returned in their unopened state to the respondent.

Respondents may withdraw their submissions by notifying the City in writing at any time prior to the opening. Respondents may withdraw their submissions in person or by an authorized representative. Respondents and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in case of authorized representatives), and provide the City with a signed receipt for the qualification package. Proposals, once opened become the property of the City and will not be returned to the respondent. Proposals, once opened, become "public records" and are subject to the provisions of the Florida Public Records Law. As such they are subject to the disclosure in accordance with Chapter 119, Florida Statutes.

### **1.12 ADDENDA**

If revisions become necessary, the City will provide written addenda to all respondents who received the Request for Proposals.

### **1.13 EQUAL OPPORTUNITY**

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

#### **1.14 INSURANCE**

The respondent, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions as required by the City. Minimum acceptable insurance coverage for personal liability would be \$1,000,000 per occurrence, \$2,000,000 in aggregate; automotive insurance in the amount of \$1,000,000. The respondent should submit acceptable proof of insurance with the proposal.

#### **1.15 LOBBYIST DISCLOSURE REQUIREMENT**

Any professional consultant who utilizes the services of a lobbyist is required, by virtue of responding to this request, to make full disclosure to the City concurrently with the submission of this proposal. Such disclosure shall include the following:

- A. The name of any lobbyist employed directly or indirectly by the consultant for the purpose of influencing or attempting to influence the selection of a professional consultant by the City.
- B. The name, address and telephone and fax numbers of that lobbyist.
- C. The length of such agreement, contract, or understanding, and the amount of any fee, gratuity, compensation, or consideration paid or promised to be paid to the lobbyist, either before or after hiring, whether or not the same is set out as compensation for the lobbying or is for other services.

The disclosure shall be submitted with the proposal and will be filed with the City Clerk and such records shall be open to the public.

#### **1.16 PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in Florida State Statute 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### **1.17 ACCESSIBILITY STANDARDS**

The provider acknowledges that the work as outlined under this proposal has been done or the item provided is in compliance with the applicable ADA Standards.

The respondent shall review the proposed work as required by the proposal to confirm that the work being provided is in compliance with the applicable ADA.

## **1.18 ASSIGNABILITY**

Any contract resulting from this solicitation will not be assignable without prior written approval of the City Council of the City of Frostproof. The decision will be at the sole discretion of the City Council based on their determination as to what is in the best interest of the City. Respondents should not assume that approval of assignability will be granted.

## **PART II — STATEMENT OF WORK**

### **2.1 SCOPE OF WORK**

#### **A. INTRODUCTION**

With this RFP, the City of Frostproof is soliciting proposals from qualified firms and individuals for curbside garbage collection services involving the collection of all residential garbage, commercial, yard trash, debris, white goods and other discarded garbage from residential and commercial customers within the City of Frostproof.

#### **B. TERM**

The initial term of this contract will be for five (5) years, with the potential to extend the contract for two (2) additional five (5) year terms, if both parties are mutually agreeable.

#### **C. SCOPE OF SERVICES**

The ultimate scope of work under this contract will be altered during the life of the contract. Individual tasks have been identified and payment schedules negotiated as listed below. All proposals include the collection of yard trash once a week. These work tasks may involve one or more of the following:

### **RESIDENTIAL GARBAGE COLLECTION**

**Residential Basic Service** (AUTOMATED collection USING a 95 GALLON TOTE CONTAINER Once a Week with Recycling Collection Once a Week) (Single, Duplex, Multi-Family Dwelling Units and Mobile Homes)

1. Refuse and household garbage to be picked up curbside one (1) time per week with collections at least three (3) days apart and shall collect recycling one (1) time per week with collections at least six (6) days apart. Bulk items, such as household furniture and appliances, shall be removed from each residential unit one (1) designated day per week. Collection shall occur between the hours of 7:00 A.M. and 7:00 P.M. Monday through Friday.
2. The Contractor shall be required to pick up all garbage and yard waste generated by a residential unit which is set out to the curb on the scheduled collection day and is bagged, boxed or bundled and secured to facilitate handling, and all loose piles of yard waste that are stacked neatly to the curb which do not exceed five (5) cubic yards in size. Collections involving loose piles of yard waste over five (5) cubic yards or logs or limbs over six (6) inches in diameter or over five (5) feet in length may be assessed a special handling charge for the excess materials. This charge shall be levied only after notifying the customer. Special handling charge tickets must be turned around within three (3) days. The tickets shall contain the customer's name; address and account



number and shall be signed by the customer or approved by the Contractor Administrator before the special handling charge will be levied.

3. In addition to the regular week service, the contractor shall conduct two (2) "clean-ups" each year, once in the spring and once in the fall, when all residential waste, without limit as to size, deposited curbside shall be collected, except for excluded materials as defined in Section One. The collections shall be scheduled at a time to be mutually determined by the Contractor and the Contract Administrator. The Contractor shall be responsible for notifying all customers of the special clean up days at least fourteen (14) days in advance. There shall be no additional charge to the residents or to the City for clean ups.
4. Garbage and yard waste shall be collected within five (5) feet of the street (curbside). On streets where no parkway or lawn areas are available for collection purposes, the occupants shall place yard waste adjacent to the driveways, within five (5) feet of the street. Occupants shall not place materials in the street. The Contractor shall notify occupants with handicapped status that they shall be eligible for Front, Back or Side Door pickup, at no additional cost to the residents.
5. The Contractor shall make collections with a minimum of noise and disturbance to the residents, Garbage receptacles shall be handled carefully by the Contractor and shall be thoroughly emptied and left in an inverted position where they are found. Refuse may be transferred from the residents' containers into tubs, cans, hampers, or other containers used by the Contractor in carrying refuse to collection trucks. This work shall be done in a sanitary manner. Any spilled garbage or trash shall be picked up immediately by the Contractor.
6. The Contractor shall collect and dispose of automobile tires (without rims) from residential customers, at no additional charge, in accordance with state and federal disposal requirements. The Contractor shall place a container at the City's Public Works facility for the collection of used tires from City vehicles. The Contractor shall place two additional roll-off containers at the Lower Well on Manatee Ave, one for yard debris (20-yards) and one for construction debris (20-yards). The Contractor shall place two 5-yard containers at the Wastewater Treatment Plant. The Contractor shall have available six, 5-yard containers to be placed in areas to be determined by the City. All containers will be emptied on an as-needed basis at no cost to the City except for the two 5-yard containers at the Wastewater Treatment Plant which will need to be emptied once per week.
7. The Contractor's attention is directed to the fact that at various times during the year, the quantity of refuse to be disposed of is materially increased by fluctuations in the amount of yard trash, which may be caused by various reasons, including, but not limited to, storms and other acts of God. This additional workload will not be considered as adequate justification for failure of the Contractor to maintain the required collection schedules and routes.

### **COMMERCIAL FRONT LOAD DUMPSTER SERVICE**

1. Commercial customers shall be identified as, but not limited to, all office buildings, stores, filling stations, lodges, motels, laundries, hotels, all public buildings, food services, lodging establishments, service establishments, light industry, schools, churches, clubs, hospitals, nursing homes and apartment buildings and mobile home parks using mechanically emptied containerized collection.
2. The Contractor shall provide commercial service options that include basic curbside service, or mechanical container service. Basic curbside service shall be provided in the same manner as prescribed for residential customers. Mechanical

container service shall provide two (2), four (4), six (6), or eight (8) cubic yard containers that shall be emptied by mechanical means, at a weekly frequency of collection (for mechanical container service) shall be negotiated between the customer and the City; however, refuse shall be collected not less than once a week. The Contractor is responsible for notifying the City.

### **REPLACEMENT OF 95-GALLON POLY CARTS**

The Contractor will supply and replace at his expense any carts damaged through fault or negligence of Contractor or his employees; stolen carts, broken, misplaced or damaged throughout the term of the contract. The Contractor will be responsible for all maintenance and replacement will occur within five (5) working days (by next pickup). At contract end, poly carts become property of the City of Frostproof.

### **SPECIAL PICKUPS**

#### Oversized Yard Trash

1. Large collections of yard debris in excess of the normal amount collected weekly will be picked up at curbside once a week with collections at least six (6) days apart. Collection shall occur between the hours of 7:00 A.M. and 7:00 P.M. Monday through Friday.
2. Oversized shall mean vegetative debris which due to its size or weight, cannot be collected as regular yard trash. Oversize shall include large cuttings of vegetation and wood matter including tree and shrub branches, palm fronds and bushes larger than four (4) inches but not greater than four (4) feet in length, all of which are part of normal lawn maintenance.

#### White Goods Collection

Bulk items, such as household furniture and appliances, shall be removed from each residential unit one (1) designated day per week. Collection shall occur between the hours of 7:00 A.M. and 7:00 P.M. Monday through Friday.

### **PERFORMANCE BOND**

Performance Bond shall mean the form of security approved by the City and furnished by the contractor, as a guarantee that the Contractor will execute the work in accordance with the terms of the contract and will pay all lawful claims. The Performance Bond will be in the amount of 100% of the total annual bid as a guarantee to the City of faithful performance under the terms of this contract. This performance bond shall be underwritten by a company with a class 9 or higher financial rating as shown in Best's Key Rating Guide.

### **FUEL ADJUSTMENT COST & CPI ESCALATOR**

The increased or decreased cost of fuel will be negotiated at the request of the Contractor or the City.

A CPI Escalator will also be negotiated at the request of the Contractor or the City.

**PROPOSAL PRICE PAGE**

Company Name: \_\_\_\_\_

Price per Home  
Per Month

**1. Residential Basic Service – Automated Service**

Collection once a week using the 95 Gallon Tote and  
Recycling collection once per week.

\_\_\_\_\_

**2. Commercial Front Load Dumpster Service**

Commercial Dumpster Collection per cubic yard

\_\_\_\_\_

**3. Roll off Containers**

Cost per container by size per month

\_\_\_\_\_

**4. Special Pickup**

White Goods (cost per item collected)

\_\_\_\_\_

Excess size yard trash (cost per cubic foot of collected debris)

\_\_\_\_\_

**5. Performance Bond**

Average of the monthly total of items 1 through 5 multiplied by 12 months.

Firm: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Signature: \_\_\_\_\_

## PART III — INSTRUCTIONS FOR PREPARING SUBMISSIONS

### 3.1 RULES FOR SUBMISSIONS

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP. The interested firm or individual must submit ONE original and THREE (3) copies and ONE (1) electronic copy of the proposal unless otherwise directed.

### 3.2 SUBMISSION FORMAT

#### A. Letter of Transmittal

This letter will summarize in a brief and concise statement, the Respondent's proposal. An official authorized to negotiate for the Respondent must sign the letter of transmittal. The letter should not exceed one page in length.

#### B. Proposal Price Page

#### C. Insurance Certificate

#### D. Performance Bond

#### E. Office Location

The Respondent must identify the location of the office from where the services are to be provided from. The Respondent may identify all of their offices, but the location of the specific office that will be responsible for the actual production of the work and the location of any sub-contractors must be identified. Include a map of this office and the offices of any subcontractors employed on this work, showing their locations in relation to the City of Frostproof.

#### F. Identification of key personnel to be actually employed on this work

The consultant should also identify the key personnel who will be responsible for the completion of the work from their own firm and from any sub-consultants. An organizational chart of the design team including sub-consultants should be included in this section. The Respondent shall provide the City with the resumes of the individuals, including the resumes of any sub-consultants to actually be employed on this work.

#### G. Organization Profile and Qualifications

This section of the proposal should describe the Respondent's entire organization, including the size of the office responsible for the work activities and any other offices from which support may be drawn for this work. The Respondent must supply all proper Florida business license(s).

#### H. List of Projects of a similar nature and References

This section of the submission must include a list of all projects of a similar type that the responsible office and/or individuals have completed within the last FIVE (5) years. The consultant may include the work done by sub-consultants in a separate portion of this

section. In order to determine the consultant's experience with the work to be performed that list must include the following information:

A brief description of the project

- a) Total bid price, contract time limit, and final annual cost anticipated.
- b) Owner of the project.
- c) The name and telephone number of a contact person.
- d) A list of all equipment, make model, year and description of equipment to be used on this project.

**I. Most recent financial statement**

**J. Other Information**

This section may include a list of equipment, samples of inspection forms used by the field personnel, record keeping procedures, and any other information the Respondent feels will represent to the selection committee members their ability to perform the work contemplated.

**PART IV — EVALUATION OF SUBMISSIONS**

**4.1 EVALUATION METHOD AND CRITERIA**

**A. General**

The City will select the firm or firms based on what it feels are in the best interests of the City. The City shall be the sole judge and final arbiter of its own best interests; the evaluation of submissions, and the resulting negotiated agreement. In all instances the City's decision will be final.

The City's evaluation criteria will include, but not be limited to, consideration of the following:

1. Proposed price for the work to be accomplished
2. Total experience of the firm to accomplish all the work needed
3. Performance on past contracts with the City
4. Related experience and past performance on work of a similar nature in the Frostproof/Polk County area.
5. Location of the firm (proximity of the firm to the local community).

Other criteria the City frequently uses to evaluate submissions include:

6. Verification of availability of qualified personnel and equipment to perform the services requested.
7. Interviews with references (and with the selection committee, if applicable).

**B. Selection**

The City shall evaluate the written proposals submitted by the firms regarding the proposed project. The City may assign this task to an evaluation committee. Usually all

firms are placed in rank order based on the outcome of the evaluation. However, unless otherwise indicated no less than three (3) firms will be ranked.

### **C. Presentations**

At its sole discretion, the City may require oral and visual presentations from those firms that are ranked or short-listed. This shall be done at the City's sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests of the City. The City shall be the sole judge and final arbiter of its own best interests in this matter.

### **D. Negotiations**

After the City ranks the firms, City staff will take the proposed ranking to the City Council for approval. The City Council is under no obligation to accept committee recommendations and may take any course of action they see fit. The Council may accept staff recommendations; award a contract based on original submittals; or direct staff to start negotiating, or as stated in Paragraph 1.5 above, the City reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.