

Request for Proposal #05/RFP-23/ES

Solid Waste Recycling Consulting Services

**University of West Florida
Pensacola, FL**

A. Request for Proposal:

1. The University of West Florida, an institution of higher education in the state of Florida, is soliciting sealed proposals from qualified companies to establish a contract through competitive negotiations for all locations as stated. This proposal process shall be governed by the laws of the state of Florida. The process of competitive negotiation being used in this solicitation provides the flexibility to negotiate with firms to arrive at a mutually agreeable and beneficial business relationship.
2. This solicitation does not commit The University of West Florida to award a contract, to pay any costs incurred in the preparation of a proposal, or to execute a contract for the articles of goods or services. The University reserves the right to accept or reject any or all proposals received as a result of this request and to cancel in part or in its entirety this request for proposal, if it is in the best interest of the University.

B. Deadline Date & Time:

Proposals will be accepted until 2:00 p.m. CST, June 8, 2006.
Late or incomplete proposals will not be accepted.

C. Ship/Deliver Address:

Proposals should be mailed/delivered to:
University of West Florida, Procurement Services Office
Building 8, 11000 University Parkway, Pensacola, FL 32514

D. Term of the Contract:

The initial term of the contract(s) shall be for three years with an option to renew services for one additional two year period. The contract may be renewed under the same terms and conditions as the original contract, at the sole and exclusive discretion of UWF. The University and the successful Respondent will agree upon renewals in writing.

E. Legally Binding:

Proposals must be made in the official name of the firm or individual under which business is conducted and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. The submittal of a proposal by a Respondent will be considered by UWF as

constituting an offer by the Respondent to provide the services for UWF at the rates bid herein.

F. Qualifications of Respondents:

Respondents shall be of known reputation and shall have sufficient experience and qualified personnel to perform adequately the prescribed service.

G. Timetable:

The anticipated schedule and deadlines for this RFP and contract are projected as follows:

Activity	Time (C.S.T.)	Date
Issue RFP		May 18, 2006
Written request for explanation deadline date		May 25, 2006
Proposal Due Date	2:00 P.M.	June 8, 2006
Oral Presentations, If any		June 14-16, 2006
Estimated Notice of Intent to Award		June 22, 2006
Estimated Contract Begins		July 5, 2006

G. Sole Point of Contact:

1. The sole point of contact (POC) for this RFP is:
Elaine Smith, Contracts Manager, Procurement Services,
Email: etsmith@uwf.edu, Phone: 850-474-2627,
Fax: 850-474-2090
Web address: <http://uwf.edu/procurement>
2. Respondents are advised that from the date of release of this RFP until award of the contract, no contact with University personnel related to this RFP is permitted. All communications are to be directed to the sole POC listed above or designee. Any such unauthorized contact will result in the disqualification of the Respondent's submittal.

H. Terms and Conditions:

By submitting a proposal, the Respondent agrees to be governed by the terms and conditions as set forth in this document to include all attachments. Any proposal containing variations from terms and conditions set forth herein may, at the sole discretion of the University, render such proposal unresponsive.

I. Contract:

All provisions of this Request for Proposal and the successful Respondent's proposal, as mutually agreed upon by subsequent negotiation, provide the specifications for, and obligations of both parties to be executed by any duly authorized representative(s). The following shall constitute the contract agreement.

- UWF Request for Proposal
- All addenda issued pursuant thereto

- Contractor's proposal
- UWF Consultant/Contractor Contract to include all clarifications & negotiated modifications to Contractor's proposal

J. RFP Content:

Each Respondent should become fully acquainted with all conditions relating to the scope, requirements, and restrictions attending the execution of the work. The University is not liable for any errors or misinterpretations made by the Respondent. The failure or omission of the Respondent to be acquainted with existing conditions shall in no way relieve the Respondent of any obligation with respect to this "Request for Proposal" or to the "Negotiated Contract." Later claims for extra compensation for existing conditions that should have been foreseen had such an examination been made will not be honored.

K. Addenda:

Any changes or clarifications to requirements resulting from a pre-proposal conference or subsequent written questions shall be issued by official addenda. Respondents should not rely on any representations, statements, or explanations other than those made in writing by the UWF sole POC in the official addenda format. Where there appears to be a conflict between the RFP and any addenda issued, the last written addenda issued shall prevail.

L. Questions and Requests for Clarifications:

Any prior discussions or informal correspondence with university administrators or staff does not supersede the requirements of this RFP. Clarifications desired by Respondent(s) regarding the meaning or interpretation of this RFP must be requested from the above sole POC by Email prior to the deadline date, as stated in the above "F. Timetable". The clarification response will be issued by official addenda.

M. Contract Termination:

1. If at any time during the term of this agreement, either party considers terminating the agreement for cause, such party shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty (30) day period the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty day discussion period, the party considering the termination, if not fully satisfied, may elect to terminate the Agreement by giving the other party thirty (30) days written notice.
2. The University may terminate the contract without cause by giving written notice to the other party within sixty (60) days of any annual contract anniversary date. Each party will continue and fulfill its obligations for any work already underway at the effective date of the cancellation.

3. A termination penalty may not be charged UWF. UWF shall be liable only for payment for service rendered prior to the effective date of termination.

II. University Background

UWF is a public, fully accredited, co-educational institution of the eleven-member State University System of Florida. UWF's main campus is located in Pensacola, Florida, with a branch located in Fort Walton Beach at a joint-use campus with Okaloosa-Walton College.

The University is located northeast of the city of Pensacola on 1,600 acres of rolling hills and natural woodland along the Escambia River. The facilities have been designed to complement the natural beauty of the site.

The University's web site, <http://uwf.edu/>, provides additional information which may be useful to the Respondent.

III. Statement of Needs

- Evaluate current solid waste/recycling program, equipment and service agreement.
- Develop a Waste Reduction and Cost Savings Plan to decrease overall expenses.
- Present recommendations for increasing efficiency and reducing expenses.
- Implement and monitor the effectiveness of UWF approved recommendations.
- Insure that all program changes are compliant with all federal, state laws and local requirements.
- Use best efforts to implement service changes agreed to by the client in a timely manner.
- Review accounts and audit invoices for accuracy to maintain dependable service and verify cost reductions.
- Provide a monthly cost savings analysis.

IV. Attachments

- A. Affidavit Form – Attachment A
- B. Contract Sample – Attachment B

V. Contract Administrator

The Associate Director of Facilities Management, Mark Pursell, will serve as the University's representative and administrator of the fully executed contract. The contract administrator shall manage all aspects of the contractual relationship to insure that the contractor's total performance is in accordance with the contractual commitments and that the obligations of the contractor under the terms and conditions of the contract are being fulfilled.

The Contract Administrator shall work with the contractor throughout the term of the contract and all instructions and/or questions in connection to the contract shall be transmitted through the contract administrator. Other University personnel may be designated by the Contract Administrator to assist in the administration of the contract.

VI. Proposal Preparation and Submission Requirements

A. General Requirements

1. RFP Response
 - a. Proposals must include all applicable requested information and meet all specification requirements. If significant errors are found in the proposal, or if the proposal fails materially to conform to the requirements of the Request for Proposal, the proposal may be rejected. Proposals **must** be signed to be considered.
 - b. Submit **one (1) original and (5) copies of your complete RFP response**. Respondents shall make no other distribution of the proposals.
 - c. Respondents are fully responsible for obtaining the complete RFP, Addenda (if applicable), information concerning the RFP tabulations, award, and public meetings, by visiting the UWF web site: <http://www.uwf.edu/purchasing/VendorInfo/OpenBidsProposals.html>. It is recommended that you bookmark this web site and visit it frequently.
2. Submission of Proposals
 - a. All of the responses (original and copies) and the separate sealed Financial Offer envelope (Section VIII) shall all be placed in a container and sealed. The sealed container must be received at the address provided on page 1 no later than the due date and time.
 - b. Late or incomplete responses will not be accepted.
 - c. The outside of the container shall be marked with the RFP number, RFP name, and due date.
 - d. Hand-carried proposals must be received at the UWF Procurement Services address ONLY between the hours of **8:00 A.M. to 5:00 p.m.** local time (CST), Mondays through Fridays, excluding holidays. If delivered on the due date of the RFP, the Proposal must be received in the UWF Procurement and Contracts department before the deadline date and time, (CST). It is advised that you consider the time to obtain a map, Visitor's pass, and parking space in order for you to deliver your RFP at the required location.
3. Proposal Preparation
 - a. Your RFP response must contain the following: Affidavit Form (Attachment "A") with an original manual signature, all Tab information in the requested format, and if applicable, all signed Addenda.

- b. The executed Affidavit Form (Attachment "A") must be signed and submitted as part of the response. Failure to do so will automatically disqualify your response. The response shall be signed by an authorized representative with signature authorization for the Respondent.
- c. Contractors mailing proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposals.
- d. Each RFP response should be placed in a 3-ring binder with the appropriate tab identification as outlined within this RFP.
- e. Do not insert the Financial Offer (Section VIII) document in the 3- ring binder.
- f. Submit only one (1) original hard copy for the Tab labeled "Financial Offer Document". The Financial Offer document shall be placed in a separate sealed envelope. It shall not be inserted in any of the 3-ring binders. The Financial Document envelope shall be identified with the Respondent's company name, the RFP name and the RFP number.
- g. If applicable, all Addenda shall be signed and enclosed in all of the 3-ring binders.
- h. The signed "Attachment A, Affidavit Form" and Addenda should be the first pages in all of the 3-ring binders.
- i. Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability and capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- j. Respondents are cautioned that the University is not obligated to ask for or accept, after the closing date for receipt of proposals, data which is essential for a complete and thorough evaluation of the proposal. The University may award a contract based on initial offers received without the discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable and complete price and technical terms possible.
- k. Responses should be organized in the order in which the requirements are presented in the RFP. All pages of the response should be numbered.
- l. Each paragraph in the proposals should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The response should contain a table of contents that cross references the RFP requirements.

- m. Responses that are not organized in the manner requested in this RFP risk elimination from consideration if the Evaluation team is unable to find the required information.
- n. Information, which the Respondent desires to present, that does not fall within any of the requirements of the RFP should be inserted at the end of the responses and designated as additional material.
- o. Ownership of all data, material, and documentation originated and prepared for the University pursuant to the RFP shall belong exclusively to the University and be subject to public inspection in accordance with Florida Statute. Trade secrets or proprietary information must be specifically identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or propriety information. Labeling the entire contents of the response is not acceptable and may result in disqualification.
- p. The University reserves the right, but is under no obligation, to contact and review the Solid Waste & Recycling programs of the accounts/clients referenced including the scheduling of site visits to these accounts.

4. Oral Presentation/Written Clarification

- a. As part of the evaluation process, the University reserves the right to request the Respondent to provide written clarification or make a formal, oral presentation. The UWF point of contact as identified within this RFP shall request the written clarification or schedule any presentations required. Each Respondent should be prepared to discuss and substantiate all areas of its proposal. This is a fact finding and explanation session only and does not include negotiation. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Respondents. The Respondent shall be responsible for all of its costs associated with the presentation. Oral presentations are an option of the University and may or may not be conducted.

B. Specific Requirements

1. Certificate of Insurance

- a. The Contractor must provide within five (5) calendar days of RFP award notification from the University, an original ACORD Certificate of Insurance evidencing the insurances provided by the Contractor, and signed by the insurance companies or their authorized agents, certifying to the name and address of the party insured, the University as the Certificate holder and additional insured, the description of the work covered by such insurance, the insurance policy numbers, the limits of liability of the policies and the dates of their expirations with a further certification from the insurance companies that their policies will not be

materially modified, amended, changed, canceled or terminated without thirty (30) days business days prior written notice to the University. Certificate must be accompanied by a separate written additional insured endorsement.

- b. See Appendix 1 for minimum insurance requirements. The required minimum insurance coverage is summarized as follows:
General Liability \$2,000,000
Automobile Any Auto \$1,000,000
Umbrella \$2,000,000
Worker's Comp \$500,000

VII. Response Format

Respondents shall format the response utilizing the following Tab, Topics, Lettering, and Numbering system with requested information contained in each. Failure to comply may result in a negative review of your response and may place your response in jeopardy. Each response is to be submitted in a three-ring binder with the appropriate tab identification and the requested information specially addressed following each tab.

Tab A. Table of Contents

Tab B. Experience of Respondent

B1. Respondent's Organization

Respondents must provide:

- a. A brief history of Respondent's company.
- b. Organizational structure of the company including any subsidiaries, partnerships, or parent firms.
- c. Pending Litigation—Attach detailed information regarding any litigation, liens, or claims for more than \$5,000.
- d. A description of the standard services offered by the company.
- e. A listing of professional organizations of which the firm is a member.

B2. References

- a. Respondents must furnish a representative client listing of up to five (5) current clients that the University may contact (include the name, phone, and fax number of the current primary contract representative and the date the account was acquired). The University prefers that the client references be state universities located in the Southeastern U.S, with student populations similar to UWF's.

B3. Former Account Contacts

- a. Respondents are to furnish the names of all accounts (include the name, phone, and fax number of the primary contract representative and the length of service at the account) that the Solid Waste & Recycling Consultant has lost over the last three (3) years. The Respondent should

indicate the reason that the account was lost and any other information that is pertinent to the situation.

Tab C. Management and Staffing Plan & Training

C1. Organizational Information

- a. Respondents are to provide an organizational chart for the proposed Solid Waste & Recycling program at the University of West Florida, including management and staff positions.
- b. Provide position descriptions and resumes for the individuals who are proposed for the Solid Waste & Recycling Consultant provider's on-site management team at the University. Resumes should include education, experience, background, specific professional accomplishments, and any special qualifications. If specific resumes are not yet available, a general position description for each position and an explanation of particular qualities desired for the UWF account may be provided.

Tab D. Contract

- a. Review Attachment B for the University's sample contract to be issued to the awarded Respondent.
- b. If applicable, list any objections to specific contract terms and provide requested replacement contract language. The University reserves the right to accept or reject requested replacement language. Although subject to minor revision, the successful firms will be required to execute the University's agreement.

VIII. Financial Offer

Respondents are to submit the following information in one, separate, sealed envelope identified as "Financial Offer" and with your firm's name, the RFP name, and the RFP number. Do not include in the 3-ring binders.

PROPOSAL SUMMARY SHEET

Fees charged are based on the verified differences between the actual costs and the cost that would have occurred prior to this agreement.

A. Percentage of verified monthly savings that represents fee for services:

1st year – % _____

2nd year – % _____

3rd year – % _____

B. Any other costs or fees assessed that are not based on a percentage of implementation savings.

IX. Evaluation and Award of Contract

Proposals received will be reviewed first by the University Procurement Services Agent (PSA) to determine if each Proposer has submitted the required information. Those proposals found to be non-responsive to the basic submittal requirements shall be rejected from further consideration. Those proposals fulfilling the basic submittal requirements shall be referred to the Evaluation Committee for review and further consideration. The PSA may retain, review and assign the points to a separate sealed pricing proposal when called for in the RFP.

Each Evaluation Committee member shall review and ultimately score each proposal against the criteria and weights published in the RFP document. Points will be totaled in order to assign a ranking to each proposal. The rankings shall be the result of each Evaluation Committee member scoring each Proposer against the criteria. In those RFP's where points assigned for the price/cost have been left to Procurement Services, the pricing points will assigned and provided to the Evaluation Committee by the PSA at the appropriate time and will be incorporated into the scores for each Proposer. Each Proposer will be assigned a ranking based on their scoring totals. The PSA will facilitate and record the rank order assigned by each evaluator and then an overall Committee ranking will be established for each Proposer. Total scores will be used to break a tie in ranking.

All Proposers are hereby advised that the University may determine that oral interviews, additional written information, internal staff analysis and presentations, outside consultants, and/or any other information may be requested at any time during the Evaluation process in order to assist with the selection of the Best Value Proposer(s). The Evaluation Committee may determine as a result of additional information that the impact of this information is significant and shall be accorded as such and may be incorporated into the scoring and/or ranking as a revision of the same and at the discretion of the Committee.

After the Evaluation Committee has developed an overall ranking for each Proposer, the Committee and appropriate senior level management shall determine which Proposer(s) potentially offer the Best Value for UWF.

UWF may immediately award or commence negotiations with the Proposer or Proposers selected in the process above. If a satisfactory contract agreement cannot be reached, the University reserves the right to make the determination to; award without negotiation, terminate the negotiations without attempting to negotiate with all responding companies, or may hold negotiations with multiple companies simultaneously until the Best and Final offers have been solicited and compared with the award recommendation going to the most advantageous BAFO. This process may continue until such time as UWF has determined the negotiations to be successful or a determination is made to stop and cancel the solicitation.

UWF may reject offers that are determined to not be reasonably supportable.

The following two Selection Scoring System charts: Criteria and Weight, and the Definition of Grade will be used by the Evaluation Committee to determine and assign the ranking for each Proposer.

A. EVALUATION SCORING SYSTEM

1. Criteria and Weight

Total Possible Score Each Evaluator 100% Weight/400 Points Max

	Factor	Weight	Maximum Points
a.	Overview & Experience	25	100
b.	Service Description	20	80
c.	Fee structure: percentage of cost savings based on verified differences between actual cost and the cost that would have occurred with billing terms existing prior to the execution of this Agreement.	25	100
d.	References	30	120

Definition of Grade

Grade	Grade Definition	Definition Relative to Content/ Pertinent Information	Definition Relative to Capability/Plans of Offer
0	Unacceptable	Not provided or ambiguous	Unacceptable due to serious shortfalls
1	Poor/Marginal	Not complete/marginal, Poor in detail, Poor in clarity, Somewhat ambiguous, Poorly presented	Shortfalls in capability exists in critical areas, widespread shortfalls exist, plans are poor, ill-conceived
2	Average/Good	Complete and meets requirements, unambiguous, adequate in detail, clarity and/or presentation	Acceptable in general, May be shortfalls in some non-critical areas, Plans are acceptable but do not stand out
3	Very Good	Complete, Sufficiently detailed, Clear, Unambiguous, Well presented (All of the above)	Exceeds desired quality, Plans are above satisfactory and stand out
4	Superior	Same as above	Response indicates excellent capability and provides superior support

ATTACHMENT A

**AFFIDAVIT FORM
THE UNIVERSITY OF WEST FLORIDA
REQUEST FOR PROPOSAL
#05/RFP- 23/ES**

PROPOSAL DUE DATE: June 8, 2006, 2:00 CST

I understand that the Proposal is due no later than the due date and time as stated above, and that it is my responsibility for the Proposal and all required documents to be received by the University of West Florida Procurement and Contract Department prior to this date and time. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Respondent and that the Respondent is in compliance with all requirements of the Request for Proposal (RFP), including but not limited to certification requirements. In submitting a proposal to an agency for the University of West Florida, the Respondent offers and agrees that if the proposal is accepted, the Respondent will convey, sell, assign or transfer to the University of West Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the U.S. and the State of Florida for price fixing relating to the particular commodities purchased or acquired by the University of West Florida. At UWF's discretion, such assignment shall be made and become effective at the time the University tenders final payment to the Respondent.

Manual Authorized Signature: _____

Printed Authorized Name & Title: _____

Company Name: _____

Federal Employer ID #: (9 digits) _____

Address: _____

City, State, Zip: _____

Phone: _____ Toll Free # _____

Fax #: _____

Email Address: _____

Is your firm a Florida Certified Minority Business? YES NO

This section to be filled out only if your response is a "No Bid". Return this page via fax # 850-474-2090. Reason for NO BID: