



Board of County Commissioners Escambia County, Florida

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REQUEST FOR PROPOSALS

Perdido Landfill Title V Compliance Reporting & GCCS Design

SOLICITATION NUMBER PD 21-22.120

Responses will be received until: 3:00 p.m. CT, 9/8/2022	Pre-solicitation Conference: Not Required
<p>Bid Delivery/Courier Address: Escambia County Office of Purchasing 213 Palafox Place 2nd Floor, Matt Langley Bell, III Building Pensacola, FL 32502</p> <p>OR Upload Via Vendor Registry</p> <p>Bid Opening Audio & Video: Click here to join the meeting</p> <p>Bid Opening Audio Only: (863) 333-5817 Conference ID: 547 302 565 #</p>	

Board of County Commissioners

Jeff Bergosh, Chairman
Douglas B. Underhill, Vice Chairman
Steven Barry
Lumon J. May
Robert D. Bender

Assistance:

Buzz Roggenbuck
Sr. Purchasing Coordinator
Phone: 850-595-4878
Email: abroggenbuck@myescambia.com

Escambia County Office of Purchasing
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMODATIONS

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing at 850-595-4953 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at 850-595-4684 (TTY).

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and
2. Holds any business license required by Escambia County or Santa Rosa County, and
3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by

the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within seven percent (7%) of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within three percent (3%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent (2%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent (4%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.
3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a “competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation.” For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

Escambia County, Florida
Request for Proposals

Proposer's Checklist

**Perdido Landfill Title V Compliance Reporting & GCCS Design
Solicitation Number PD 21-22.120**

HOW TO SUBMIT YOUR PROPOSAL

Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals must be received by the Office of Purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: <http://www.myescambia.com/our-services/purchasing/professional-services-submittals>

GSA Standard Form 330 (the following forms must be submitted in the order listed below)

- Part II (update if already submitted)
- Part I

The remaining forms are PDF's to be uploaded

- Letter Of Interest
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at <http://www.sunbiz.org/search.html>)

Note: While the following forms are attached to this solicitation, they are provided as an example only. Use the forms listed on <http://submittals.myescambia.com/>, **General Information/Sample Forms/Required Items**, they are PDF Forms.

- Certification Regarding E-Verify System
- Truth in Negotiation Certification
- Drug-Free Workplace
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Information Sheet for Transactions and Conveyances Corporate Identification
- Anti-Lobbying Certification
- Disclosure of Lobbying Activities

The Following Submittals Are Required Upon Notice of Award:

- Certificate of Insurance

How to Submit a No Proposal

- If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.

CERTIFICATION REGARDING E-VERIFY SYSTEM

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

Business Name

Signature

Printed Name

Title (Printed)

Date

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

And, if applicable, its Federal Employer Identification Number (FEIN) is: _____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a

public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn and subscribed before me this _____ day of _____

20_____. Personally known _____ OR produced identification _____

Notary Public: State of _____

My Commission Expires: _____

(Printed, Typed, or Stamped Commissioned Name of Notary Public)

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).
4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs One (1) through Five (5).

Check One:

- _____ As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.
- _____ As the person authorized to sign this statement, this firm **does not** fully comply with the above requirements.

Offeror's Signature

Date

**INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE
IDENTIFICATION**
(Page 2 of 2)

Federal Employer Identification Number: _____

Contact Person for the Company: _____

Contact Email: _____ **Contact Phone:** _____

Upon Certification of Award, Contract shall be signed by the President or Vice President. 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 Office of Purchasing.

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

END

Verified By: _____ **Date:** _____

ESCAMBIA COUNTY, FLORIDA,
GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid information below), by telephoning the Office of Purchasing at 850-595-4980, by Fax at 850-595-4806, or by email at purchasing@myescambia.com.

Note: Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

Bid Information: See Escambia County Office of Purchasing web site at [MyEscambia Web Site](#) then click "Solicitations."

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
 - 5.01 Taxes
 - 5.02 Discounts
 - 5.03 Mistakes
 - 5.04 Condition and Packaging
 - 5.05 Safety Standards
 - 5.06 Invoicing and Payment
 - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturer's Name and Approved Equivalent
8. Interpretations/Disputes
9. Conflict of Interest
 - 9.01 County Procedure on Acceptance of Gifts
 - 9.02 Contractors Required to Disclose Any Gift Giving
 - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for Doing Business in Florida, go to the Department of State, Division of Corporations: [Florida Sunbiz Search](#)
47. Execution of Contract Purchase Order
48. No Contingent Fees Solicitation Expenses
49. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer' to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, FL, 32502, in a sealed envelope clearly marked:

Specification Number PD 21-22.120, Perdido Landfill Title V Compliance Reporting & GCCS Design, Name of Submitting Firm, 9/8/2022 at 3:00 p.m. CT.

Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the specification Number and Project Name on the exterior of the package.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, their agents or employees, or any member of the relevant Selection Committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/ protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request for Letters of Interest, or the Invitation to Negotiate, as applicable, are received at the Escambia County Office of Purchasing, and the time the Board awards the Contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees, or any member of the relevant Selection Committee, for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by

any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

- 1) Rejection/Disqualification of submittal;
- 2) Termination of contract; or
- 3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

2. Scope of Work

Title V Compliance Reporting and GCCS Design, Construction and Maintenance

I. Title V Compliance Reporting

The Florida Department of Environmental Protection (FDEP) Air Operations Permit (0330246-008-AV) and Air Construction Permit (0330246-005-AC) require Perdido Landfill to operate and maintain the gas collection and control system (GCCS) in compliance with 40 CFR 60 New Source Performance Standards Subpart WWW and Subpart XXX. In addition, the facility is subject to 40 CFR 63 Subpart AAAA, National Emission Standards for Hazardous Air Pollutants: Municipal Solid Waste Landfills. Collected landfill gas is sent to a landfill gas-to-energy (LFGTE) facility owned and operated by Florida Power & Light (FPL) (formerly Gulf Power). Surplus gas is sent to the blower flare station using a non-assisted, open-utility flare. Currently, the GCCS is operated by the same contractor that operates the LFGTE facility. As the available air space is reduced, conflicts between landfilling operations and maintenance of the GCCS will increase. Close coordination will be required to prevent interruptions of GCCS.

II. Deliverables

The Title V compliance reporting to FDEP will include at a minimum:

- a) Weekly flare operating reports to document compliance.
- b) Monthly wellfield reports to document compliance.
- c) As-needed FDEP requests for alternate procedures or alternate timelines for wellfield repairs or expansions.
- d) Documenting and coordinating GCCS maintenance required to meet Title V requirements.
- e) Updating the Start-up, Shutdown, and Malfunction Plan
- f) Updating the facility design plan
- g) Quarterly surface emissions monitoring reports
- h) Semi-annual monitoring reports
- i) Annual flare testing
- j) Annual Operating Report
- k) Annual Statement of Compliance
- l) Annual Fee Estimate Form
- m) Greenhouse Gas Reporting
- n) On-Call Landfill Gas Consulting Services

- o) Review of Future Cell Design/Construction for GCCS/Title V Compliance
- p) GCCS design improvements for Title V Compliance

III. Cost

Submit your pricing for the project as written.

IV. Schedule

This is a three-year term contract with the option for two additional one year extensions at the County’s discretion. Individual schedule of items is outlined within the County’s permits and should be adhered to as required.

V. Selection Criteria

Criteria	Point Value
Knowledge of Title V Permitting and Reporting	30
Landfill Gas Wellfield Experience	25
Knowledge of Existing Site Conditions at Perdido Landfill	25
Availability of Local Staff	10
Cost Estimate	10

3. Bid Surety

N/A

4. Bonds

Performance and Payment Bonds – N/A

5. Procurement Questions

Questions shall be directed to Buzz Roggenbuck, Sr. Purchasing Coordinator, at abroggenbuck@myescambia.com. The last day for questions will be August 22, 2022, at 5:00 PM CT.

6. Form

This Solicitation contains a Solicitation, Offer, and Form which shall be submitted in a sealed envelope, signed with original signatures in indelible ink, and signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror’s Checklist included in the Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. **Pre-Solicitation Conference**

N/A

8. **Liquidated Damages**

N/A

9. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in their offer meets all

Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 1. The potential for fire, explosion, corrosiveness and reactivity;
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.'
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

10. Safety Regulations

Equipment shall meet all the state and federal safety regulations for grounding of electrical equipment.

11. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

12. Utilization of MBE/WBE/DBE Firms

All offerors should consider utilization of minority subcontractors as part of the overall project. The project goal for minority and small business participation is ten (10%) percent. Offerors shall list the name and address of any minority or women owned businesses to be used on this project.

13. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

14. Contract Term/Renewal/Termination

- A. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

15. Termination

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

16. Qualification of Offerors

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

- A. Experience record showing the offeror's training and experience in similar work.
- B. List and brief description of similar work satisfactorily completed with location, dates of contact, names and addresses of owners.
- C. List of equipment and facilities available to do the work.
- D. List of personnel, by name and title, contemplated to perform this work.

Failure to submit the above requested information may be cause for rejection of your offer.

17. Licenses, Certifications, Registrations

The offeror shall at any time of submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certification, registrations and any other requirements should be provided with the submission; and, the offeror shall provide follow up evidence that as the contractor they maintain such credentials throughout the period of agreement.

18. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

19. Award

Award shall be made on an "all-or-none total" basis.

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20. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

21. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work).

Non-Contract Insurance Requirements

22. Standard Insurance Requirements and Certificates

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. General Insurance Provisions

The Offeror shall procure and maintain the following described insurance, except for coverages specifically waived in writing by the County. Such policies shall be from insurers with a minimum financial size of VIII (8) according to the latest edition of the AM Best Rating Guide. An "A" or better Best Rating is preferred, however, other ratings may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be

by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Offeror shall require and shall be responsible for assuring throughout the time the agreement is in effect that all its subcontractors obtain and maintain until the completion of that subcontractor's work, the insurance coverages described herein as are required by law to be provided on behalf of their employees and others. If the Offeror fails to follow this requirement, then the Offeror's insurance will become primary to cover any loss that may occur or is alleged to have occurred.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Offeror.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Offeror's interests or liabilities but are merely minimums required for the Offeror to be considered for the work that is the subject of this contract.

Except for worker's compensation and professional liability, the Offeror's insurance policies shall be endorsed to name Escambia County, Florida Board of County Commissioners as an additional insured to the extent of its interests arising from this agreement, contract, or lease.

The Offeror shall purchase and maintain coverage on forms no more restrictive than the latest edition of the ISO (Insurance Services Office) commercial General Liability and Business Auto policies.

The Offeror waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Offeror's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. The County may require them to be reduced or eliminated at the sole option of the County. The Offeror will remain responsible for any deductible or self-insured retention.

Insurance required of the Offeror, or its subcontractors shall be considered primary, and insurance of the County, if any, shall be considered excess to claims or losses which arise out of this agreement, contract, or lease.

B. Specific Insurance Requirements

1) Workers Compensation Coverage

The Offeror shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law with Statutory Limits for Part A and with Employer's Liability (Part B) limits of at least \$1,000,000.00 each accident/ \$1,000,000.00 each employee/ \$1,000,000.00 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Offeror shall also purchase any other coverages required by law for the benefit of employees.

2) **General Liability Coverage**

Minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for all liability must be provided with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

Coverage A shall include Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (XCU) exposures cannot be excluded (**IF THE WORK INVOLVES DEMOLITION/DESTRUCTION OF STRUCTURES, TRENCH WORK OR ANY WORK UNDERGROUND OR BELOW THE SURFACE OF THE GROUND.**) Coverage B shall include Personal Injury. Coverage C, Medical Payments, is required.

Even If the work covered by this submission is covered by both Bid and Performance bonds, the Offeror is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract, or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

3) **Business Auto Liability Coverage**

Minimum limit of \$1,000,000 per accident or occurrence. Automobile liability coverage is to include Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any auto, including owned, non-owned and hired automobiles and for any employee or subcontractor's non-ownership use of an auto.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County, Florida as an additional insured and provide for 30-day notification of cancellation to the County.

4) **Umbrella Liability Coverage** (if utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed as an alternative solely at the discretion of the County. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

C. Insurance for Construction Contracts

1) **Professional Liability** -coverage should be included. This coverage should provide coverage for wrongful acts, errors, or omissions of the Contractor. Limits of at least \$1,000,000 per wrongful act and \$2,000,000 policy aggregate required. Higher value, more extensive design work should be reflected in requirements for higher limits, for example \$3,000,000 / \$6,000,000.

D. Endorsements/Additional Insurance to Consider

The County may require the following endorsements or additional types of insurance:

- 1) **Termination/Adverse Change Endorsement** - All of Offeror's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the Offeror's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

E. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. When required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance. Some coverages should be evidenced by actual copies of policies and endorsements sent by the agent of the Offeror.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract, or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the General Liability and Business Auto liability policies. If an Excess or Umbrella Liability policy is used to provide the minimum limit requirements, then the County should be named as an Additional Insured on that policy too.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions more than \$1,000.00.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Purchasing
213 Palafox Place 2nd Floor
Pensacola, FL 32591
Email: Purchasing@myescambia.com
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms, and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)

Part A Summary

Part I General Information

- 1-1 Purpose
- 1-2 Objective
- 1-3 Issuing Officer
- 1-4 Contract Consideration
- 1-5 Rejection
- 1-6 Inquiries
- 1-7 Addenda
- 1-8 Schedule
- 1-9 Proposal Content and Signature
- 1-10 Negotiations
- 1-11 Recommended Proposal Preparation Guidelines
- 1-12 Prime Contract Responsibilities
- 1-13 Disclosures
- 1-14 Delays
- 1-15 Work Plan Control
- 1-16 Method of Payment

Part II Information Required from Contractors

- 2-1 Proposal Format and Content
- 2-2 Introduction
- 2-3 Understanding the Project
- 2-4 Methodology Used for the Project
- 2-5 Management Plan for the Project
- 2-6 Experience and Qualifications
- 2-7 Cost Proposal

Part III Criteria for Selection

Part IV Scope of Work

PART A SUMMARY

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to The Florida Department of Environmental Protection (FDEP) Air Operations Permit (0330246-008-AV) and Air Construction Permit (0330246-005-AC) require Perdido Landfill to operate and maintain the gas collection and control system (GCCS) in compliance with 40 CFR 60 New Source Performance Standards Subpart WWW and Subpart XXX. In addition, the facility is subject to 40 CFR 63 Subpart AAAAA, National Emission Standards for Hazardous Air Pollutants: Municipal Solid Waste Landfills. Collected landfill gas is sent to a landfill gas-to-energy (LFGTE) facility owned and operated by Florida Power & Light (FPL) (formerly Gulf Power). Surplus gas is sent to the blower flare station using a non-assisted, open-utility flare. Currently, the GCCS is operated by the same contractor that operates the LFGTE facility. As the available air space is reduced, conflicts between landfilling operations and maintenance of the GCCS will increase. Close coordination will be required to prevent interruptions of GCCS.

(Describe in Detail).

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to provide the services described in the above paragraph that is most advantageous to the County.

1-3 ISSUING OFFICER

The liaison officer shall be Nicolas C. Howard, Engineering & Environmental Quality Manager, Waste Services. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, Florida, 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a fixed price after negotiation.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

All questions regarding this Request for Proposal shall be directed to Buzz Roggenbuck, Sr. Purchasing Coordinator, in writing via email at abroggenbuck@myescambia.com

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

- A. Mailing (Advertisement) Date.....8/18/2022
- B. Non-Mandatory Pre-Proposal Conference.....N/A
- C. Receipt of Proposals..... 3:00 p.m. CT on 9/8/2022
- D. Short-List Meeting..... 3:00 p.m. CT on 9/12/2022
- E. Discussion/Ranking Meeting.....N/A
- F. First Negotiation with Top-Ranked Firm.....10:00 a.m. CT on 9/16/2022
- G. 2nd Negotiation Meeting (To be scheduled if necessary).....
- H. Target Board Date.....10/20/2022

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) copy physical copy of the proposal shall be required with original signature having been signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration.

One (1) electronic copy of the complete submittal shall be included (CD or flash drive is acceptable). The County requests that, whenever possible, electronic documents and/or copies submitted to the County be ADA compliant.

Proposals shall be submitted via Government Forms Software.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straightforward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in spiral binding or "GBC" type binder with all pages 8.5" x 11" format.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed,
- [d] itemize the total cost and the number of estimated hours for each individual named above.

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the

final award of contract and including question-and-answer sessions, presentations or technical clarifications, and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

Provide reference names and phone numbers for similar projects your firm has completed

2-7 COST PROPOSAL

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

PART III CRITERIA FOR SELECTION

1. Experience and qualifications
2. Proposed Methodology
3. Management Plan for the Project
4. Understanding the Project and Local Government Questions
5. Contract Cost

PART IV SCOPE OF WORK

Purchasing Agent Note: The Scope of Work is prepared by the Client department and reviewed by the Purchasing Agent and any alterations, revisions, and deletions are coordinated by the Purchasing Agent with the client department.

Scope of Work

Title V Compliance Reporting and GCCS Design, Construction and Maintenance

VI. Title V Compliance Reporting

The Florida Department of Environmental Protection (FDEP) Air Operations Permit (0330246-008-AV) and Air Construction Permit (0330246-005-AC) require Perdido Landfill to operate and maintain the gas collection and control system (GCCS) in compliance with 40 CFR 60 New Source Performance Standards Subpart WWW and Subpart XXX. In addition, the facility is subject to 40 CFR 63 Subpart AAAA, National Emission Standards for Hazardous Air Pollutants: Municipal Solid Waste Landfills. Collected landfill gas is sent to a landfill gas-to-energy (LFGTE) facility owned and operated by Florida Power & Light (FPL) (formerly Gulf Power). Surplus gas is sent to the blower flare station using a non-assisted, open-utility flare. Currently, the GCCS is operated by the same contractor that operates the LFGTE facility. As the available air space is reduced, conflicts between landfilling operations and maintenance of the GCCS will increase. Close coordination will be required to prevent interruptions of GCCS.

VII. Deliverables

The Title V compliance reporting to FDEP will include at a minimum:

- a) Weekly flare operating reports to document compliance.
- b) Monthly wellfield reports to document compliance.
- c) As-needed FDEP requests for alternate procedures or alternate timelines for wellfield repairs or expansions.
- d) Documenting and coordinating GCCS maintenance required to meet Title V requirements.
- e) Updating the Start-up, Shutdown, and Malfunction Plan
- f) Updating the facility design plan
- g) Quarterly surface emissions monitoring reports
- h) Semi-annual monitoring reports
- i) Annual flare testing
- j) Annual Operating Report
- k) Annual Statement of Compliance
- l) Annual Fee Estimate Form
- m) Greenhouse Gas Reporting
- n) On-Call Landfill Gas Consulting Services
- o) Review of Future Cell Design/Construction for GCCS/Title V Compliance
- p) GCCS design improvements for Title V Compliance

VIII. Cost

Submit your pricing for the project as written.

IX. Schedule

This is a three-year term contract with the option for two additional one year extensions at the County's discretion. Individual schedule of items is outlined within the County's permits and should be adhered to as required.

X. Selection Criteria

Criteria	Point Value
Knowledge of Title V Permitting and Reporting	30
Landfill Gas Wellfield Experience	25
Knowledge of Existing Site Conditions at Perdido Landfill	25
Availability of Local Staff	10
Cost Estimate	10