

TOWN OF LAKE HAMILTON

**REQUEST FOR PROPOSAL (RFP)
FOR
RESIDENTIAL CURBSIDE
AUTOMATED SOLID WASTE SERVICE
AND
BASIC RECYCLING SERVICE
AND
COMMERCIAL GARBAGE CONTAINER SERVICE**

PART I - GENERAL INSTRUCTIONS

1. PURPOSE

The TOWN OF LAKE HAMILTON (Town) is seeking proposals from responsive and responsible Proposers for award of a three (3) year Service Agreement (Agreement) to provide solid waste services, including the collection of: residential Solid Waste, Recyclables and Bulk Items; bi-annual street sweeping and town wide clean-up days; and Commercial dumpster services. The Town is seeking firms that strive to maximize recycling, operational efficiencies, and cost-effectiveness, while providing courteous, prompt, safe and reliable service to our citizens, both residential and commercial.

2. BACKGROUND OF TOWN OF LAKE HAMILTON

The TOWN OF LAKE HAMILTON is an incorporated municipality located in Polk County, Florida. The Town is situated within the eastern ridge of Polk County, south of Haines City, east of the City of Winter Haven, and north of the Town of Dundee. The Town is comprised of 3.85 square miles and an estimated population of 1,300. Our current residential count for solid waste service is 598 households. We are experiencing growth with several anticipated developments which could increase this count by at least 200 during the duration of this contract.

3. PREPARATION OF SUBMITTAL

Services: solid waste, recycling, bulk items collection and disposal for residential customers and commercial dumpster service for commercial accounts. Bi-annual Street sweeping and town wide clean-up days. Optional bid without recycling.

Proposal Deadline: June 13, 2019 at 3:00 PM. Proposals will be time stamped with the time shown in the Town Clerk's office.

Proposal Deliver: Proposal must be sealed in an envelope clearly marked on the outside "Town of Lake Hamilton, Florida RFP for Solid Waste and Recycling Services" and delivered or mailed to Town of Lake Hamilton, Town Clerk, PO Box 126, 100 Smith Avenue, Lake Hamilton, FL 33851. Proposal must include 3 copies of the proposal plus 1 copy of the proposal on CD or thumb drive in PDF format.

If the Proposer is a partnership, the proposal shall provide the names and addresses of all partners, and the proposal shall be signed by at least one partner with authorization to act on behalf of the partnership.

If the Proposer is a corporation, the proposal shall provide the name of the state in which the corporation's articles are held. The proposal must be signed in the name of, and under the seal of, the corporation, by a duly authorized officer or agent of the corporation, and their address must be given. Such officer or agent must have lawful authority to sign said bid and that the signature is binding upon the corporation and that the corporation has a legal existence. In the event that any corporation, organized and doing business under the laws of any state other than Florida, is selected

as the winning proposer, such corporation shall present evidence before a Purchase Order for said work is executed, that it is authorized to do business in the State of Florida.

The Town shall not be responsible for any expenses incurred by the proposer in preparing or submitting a proposal in response to this Request for Proposals, nor any expenses associated with interviews, presentations or contract negotiations related to the proposal.

4. PROPOSER'S OBLIGATION OF EXAMINATION

The Town has endeavored to provide a description of all of the conditions which may affect the performance of the work in this RFP. By submitting a proposal, proposers are acknowledging that they have examined all of the requirements of this RFP, technical specifications, the project site, and any other relevant information that may be on file in the offices of the Town. No plea of ignorance of conditions that may exist, or of conditions or difficulties that may be encountered under this contract, as a result of a failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the proposer to fulfill in every detail all the requirements of the proposal, or will be accepted as a basis for any claims whatsoever for extra compensation.

The Proposer shall carefully study the RFP documents and from their own investigations, satisfy themselves as to the nature, location, and route of the work; the character, quality, and quantity of material; the kind and extent of equipment and other facilities needed for the full and satisfactory performance of the work; the general and local conditions, surface and underground obstructions, and all difficulties which may reasonably be encountered; and all other items which may in any way affect the work or their performance. The Proposer shall promptly report in writing to the Town any error, inconsistency, conflict, ambiguity, discrepancy, or omissions which Proposer has discovered in or between the RFP documents and other related documents.

5. CLARIFICATION AND INTERPRETATION

Any comments, questions, or requests for clarification, interpretation or additional information concerning the RFP shall be by e-mail to the Town Administrator at sara@townoflakehamilton.com.

Proposers are not entitled to rely upon, and the Town will not be bound by, any oral interpretations given by Town staff or representatives. Written addenda or determinations issued by the Town Administrator are the only method by which this RFP may be clarified, interpreted or modified. If any such written decisions are issued, the Town will make reasonable efforts to notify all proposers, and will generally post such written decisions on the Town's website: www.townoflakehamilton.com. However, each proposer shall be responsible for contacting the Town Administrator's Office, prior to submitting their proposal, to determine if any such written decisions have been issued and to amend their proposal as necessary.

6. CORRECTION OR WITHDRAWAL OF PROPOSALS

Correction or withdrawal of inadvertently erroneous bids or proposals before or after opening, or cancellation of awards or contracts based on mistakes, may be permitted at the sole discretion of the Town Administrator.

Bids or proposals may be modified or withdrawn by written notice received in the office of the Town Administrator, prior to the time set for opening of bids or proposals. After the opening, corrections shall be permitted only to the extent that the person submitting a bid or proposal can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the price and term of the bid or proposal actually intended. The person submitting the bid or proposal with the lowest price alleging a material mistake of fact may be permitted to withdraw their bid or proposal if:

- A. The mistake is clearly evident on the face of the document but the intended correct bid or proposal is not similarly evident; or
- B. The person submits evidence that clearly and convincingly demonstrates that a mistake was made.

7. PUBLIC RECORDS

All submitted material will be subject to Florida's Public Records Law. Proposer acknowledges that all information contained within its proposal is part of the public domain, as defined by State of Florida Sunshine and Public Record Laws. No information shall be labeled confidential unless exempted under said law. Pursuant to Florida Statutes 119.071 (1)(b)2, proposals received pursuant to this RFP/request for proposal are exempt from public record until such time as the Town provides notice of an intended decision or until 30 days after opening the proposals, whichever comes first. RFP tabulations will be furnished upon written request. RFP files may be examined during normal working hours by appointment. RFP tabulations will not be provided by telephone.

8. ANTI-COLLUSION

By offering a proposal in response to this RFP, the applicant is certifying that the applicant has not colluded in any way with any other applicant or parties to the proposal, or made any communication that would be reasonably understood to be detrimental to the public purpose of the RFP process, and will not do so during the RFP process. Such prohibited communications include but are not limited to discussion of prices and data with competitors or other applicants, attempting to induce other firms not to submit proposals, and the employment of a person or agency to solicit or secure this contract upon a commission, percentage, brokerage, or contingent fee arrangement.

9. PUBLIC ENTITY CRIMES STATEMENT

As required by Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Proposer list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a Public Entity, may not submit a bid on a contract with a Public Entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a Public Entity, may not be awarded or perform work as a Proposer, supplier, Sub, or Proposer under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in s.287.017 for Category Two for a period of 36 months from the date of being placed on the convicted Proposer list. Any person must notify the Town within 30 days after a conviction of a Public Entity crime applicable to that person or to an affiliate of that person.

It is required that the attached Public Entity Form be signed and returned to this office with the proposal.

10. LOBBYING PROHIBITED

Upon the issuance of this RFP, all prospective applicants, and any agent, representative or person acting at the request of such prospective applicant, shall be prohibited from discussing any matters related in any way to this RFP with any officer, official, agent, or employee of the Town, other than the Town Administrator.

11. CANCELLATION

The Town shall have the right to unilaterally cancel, terminate or suspend any contract that may result from this RFP, in whole or in part, by providing the successful Proposer thirty (30) days written notice by certified mail.

12. FISCAL NON-FUNDING CLAUSE

In the event sufficient funds are not budgeted for a new fiscal period, the Town shall notify the successful proposer of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the Town.

13. SAFETY AND PROTECTION

It is the intent that all specifications are in full and complete compliance with all Federal and State of Florida laws and regulations that apply to the type and class of equipment being provided. This includes but is not limited to Federal standards and requirements and Florida requirements for external noise control that apply to the type of equipment being provided. If an apparent conflict exists, the Proposer must contact the Town Administrator immediately. All manufactured items and the performance of work shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder. In addition, any Federal and State legislation which should become effective regarding equipment safety shall immediately become part of a contract.

14. PROHIBITED INTERESTS

No Town officer, employee, or agent shall participate, directly or indirectly, in the selection of a Proposer, or in the award or administration of a contract if such officer, employee, or agent, or a spouse, child, parent, brother or sister of such officer, employee or agent, or a person that employs any of the above has an interest, financial, or otherwise, in a person or entity submitting a bid or proposal, except where such interest is not substantial and such interest is disclosed to and approved by the Town Administrator prior to such participation.

15. EQUAL EMPLOYMENT

Proposer shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap.

16. COMPLIANCE WITH THE LAW

The act of submitting a response to this bid shall constitute an agreement by the Proposer that they have made themselves familiar with, and shall at all times observe and comply with, Federal, State, and Local laws, ordinances, codes, and regulations. No plea of misunderstanding will be considered on account of ignorance thereto. The Proposer shall indemnify and hold harmless the Town and all of their officers, agents, employees, or representatives from all suits, actions, or claims arising from or based on the violation of any such laws, ordinances, codes, and regulations whether by themselves, their employees, sub-contractors, or agents.

17. ASSIGNMENT OF CONTRACT

This RFP, and the contents of the successful Proposer's proposal, will form part of the contract.

A contract is to be awarded to the responsive and responsible Proposer whose proposal is deemed to be in the best interest of the Town. The TOWN OF LAKE HAMILTON reserves the right to accept or reject any or all proposals, to waive any informalities or minor irregularities in the RFP process, and to postpone the award of the contract for a period of time not to exceed 120 days from the RFP opening date, to reject all bids, and/or rebid the RFP.

The contract resulting from this RFP shall be for an initial period of three (3) years beginning on the Commencement Date of service with the option to renew, at the Town's discretion and under the same terms and conditions, for one (1) additional three (3) year term.

18. DISPUTE AND COMPLAINT

All complaints or grievances during the RFP process shall be first submitted in writing to the Town Administrator who will take prompt remedial or explanatory action. The Town Administrator shall investigate the validity of the complaint and present the findings in writing to the proposer. If the proposer is dissatisfied with the remedies, they may then make a written appeal to the Town Council.

19. DEBARMENT AND SUSPENSION

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.

20. BOND REQUIREMENTS

Bid Bond-

Each submittal must be accompanied by the Proposer's money order, cashier's check, certified check or bid bond made payable to the TOWN OF LAKE HAMILTON in the amount of ten thousand dollars (\$10,000). This amount will serve as bid surety and will be forfeited to the Town as liquidated damages in the event an award is made and the necessary Agreement Documents and bonds are not promptly and properly executed as required. All bid surety monies submitted to the Town will be held until such time as an agreement satisfactory to the Town has been awarded to a successful Bidder. At that time, bid surety will be returned to all Proposers. Please include a self-addressed envelope for these purposes.

Performance and Payment Bond -

The selected Proposer will execute a performance and payment bond in an amount equal to the annual amount payable by the terms of the contract required by the Town as security for the faithful performance and payment of all the obligations of the Proposer under this Agreement. The bond shall be written in the amount and form and with such sureties as are acceptable to the Town. Prior to execution of this Agreement, the Authorized Collector shall furnish the executed bonds to the Town. Such bond shall continue in effect for the duration of the Agreement. A failure to have such bond in force at any time shall constitute a default on the part of the Proposer.

A bond written by a surety, who becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the Contract to meet the above requirements.

END OF PART I

**TOWN OF LAKE HAMILTON
REQUEST FOR PROPOSAL
SOLID WASTE SERVICES**

PART II - INSTRUCTIONS FOR PREPARING PROPOSALS

1. INSTRUCTIONS TO PROPOSERS

CURRENT SERVICES

The Town bills and collects payment from residential customers for collection and disposal service, and remits payment for collection and disposal to Republic Services monthly. All disposal costs associated with residential and commercial solid waste, yard trash, and bulk waste collected by Republic is the responsibility of Republic, including payment of all disposal fees to the designated disposal facility. Republic is also responsible for all processing and/or disposal costs associated with recyclables collected from residents.

2. PROPOSAL REQUIREMENTS

One (1) Original, three (3) copies, one (1) Electronic Copy are required.

Proposals submitted in response to this RFP shall include the information and be organized as follows:

A. Introduction

Provide a one-page Letter of Interest.

B. Qualifications and Experience

Proposer shall clearly and succinctly demonstrate its experience in providing the services requested in this RFP. This section of the proposal shall be no more than ten (10) numbered pages, not including any financial statements, and, at a minimum, shall include the following information.

1. **Qualifications and Experience:** Proposer shall demonstrate that it or its key personnel have at least five (5) years of experience providing the type of services requested. Proposer shall provide a brief (one page or less) resumes for each member of the senior management team having direct oversight of local or regional operations.
2. **Service transition history:** Proposer shall explain its experience with transitioning into a town, city or county, supplanting another provider. Proposer shall provide references for and information on at least three (3) recent transitions with counties, cities, or other contracting entities.
3. **Performance history:** Proposers shall document its past performance history by providing a description of all criminal actions against the Proposer pertaining to solid waste services

during the last five (5) years. Proposer shall also document all civil actions, losses of service contracts, bid bond claims, performance bond claims or liquidated damages related to solid waste services involving ten thousand dollars (\$10,000) or more per contract per contract year against the Proposer during the last five (5) years. For each such occurrence, Proposer shall provide the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal or civil charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action. If there are no such actions, so state.

4. Financial capability: Proposer shall document that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested in this RFP, by demonstrating that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project. Regarding the latter, Proposer shall either indicate the entity that is providing internally generated funds and document that such funds are available and will be allocated for this purpose, or provide commitments from external sources indicating that an acceptable level of credit or resources will be available. If financial information provided is not to the Town's satisfaction, the Town reserves the right to request additional information.

C. Technical Proposal

Proposer shall clearly and succinctly describe how it will perform the services requested in this RFP. The Town is looking for proposals that maintain a high level of customer service while maximizing recycling, Town efficiency, and cost-effectiveness. This section of the proposal should be no more than ten (10) numbered pages and, at a minimum, should include the following information.

1. Collection services: Proposer shall explain how it plans to collect residential solid waste, recyclable materials, and yard trash, as well as commercial solid waste and recyclables. At a minimum, proposers shall provide a list of the types (make and model) and number of vehicles that would be used to provide collection services; number of collection and customer service staff; explanation of proposed routes and schedules; and how materials would be handled following collection. **Proposer shall note that this contract will require that collection vehicles provided should not be older than seven (7) years. During the duration of the agreement any equipment that the Town may deem as unacceptable in appearance or operation shall be replaced.**
2. Organization: Proposer shall include a project organization chart indicating titles and total number of personnel devoted to work conducted pursuant to the Contractor Agreement. Proposer shall identify any subcontractors it intends to employ and describe the specific work that would be performed by each subcontractor.
3. Transition plan and customer service: Proposer shall explain how it would transition into providing these services and how it would maintain customer service and satisfaction throughout the Contractor Agreement term. Indicate the day of the week that the services will be provided to the residential customers.

4. Processing: Proposer shall provide the names and locations of the facilities at which the Town's recyclables, solid waste, bulk waste would be processed.
 5. Sustainable Technology and Innovation: Proposer shall describe any additional services that maximize recycling in residential, commercial, and public areas. Proposer shall also address innovative technologies that will increase operational efficiencies and cost-effectiveness.
 6. Asset Management and Participation: Proposer shall describe asset management and participation tracking technology/systems they intend to use.
- D. Financial proposal: Proposers shall complete all sections of the Proposal Price Page.
- E. References

On the form provided, Proposer shall provide three (3) references, preferably public sector customers, for which the Proposer has provided services similar to those required in this RFP within the last five (5) years. References shall be located in the United States, preferably in the lower Atlantic and Gulf Coast States (FL, AL, LA, MS, TX, GA, SC, NC). Proposer may supplement the form with additional information about the type and quality of service provided.

END OF PART II

**TOWN OF LAKE
HAMILTON REQUEST
FOR PROPOSAL SOLID
WASTE SERVICES**

PART III - EVALUATION OF PROPOSALS

EVALUATION METHOD

Proposal shall be evaluated by the Town's evaluation committee based on all submitted information and pursuant to the criteria stated in this section. The Town's evaluation committee may conduct such investigations as deemed necessary to assist in the evaluation of any proposal and to further establish the responsibility, qualifications, and financial ability of the Proposers, proposed subcontractors, and other persons and organizations. The Town Administrator will make a recommendation to the Town Council.

Only additional terms or conditions necessary for clarification of RFP requirements will be evaluated or considered. After RFP opening, the Town may request such additional information as required to award RFP. No deviations from specifications will be accepted; no alternate proposals will be accepted other than options requested in the RFP.

A responsible and responsive proposal will be considered as one which meets or exceeds RFP specifications, including these general instructions, and which is submitted by a Proposer capable of performing requirements as stated in the RFP documents. General requirements for a "responsible Proposer": adequate financial resources to perform the contract; able to provide delivery or performance; good history of customer satisfaction; satisfactory performance record; satisfactory record of integrity and business backing; necessary organization, experience, accounting and operational control; necessary production/construction and technical facilities; otherwise qualified and eligible to receive award under applicable laws and regulations. The Proposers ability to meet these requirements shall be solely the determination of the Town. An "unresponsive Proposer": proposal is not signed by Proposer; proposal does not include information specifically required in the RFP documents; proposal contains pricing irregularities; otherwise unqualified. Lack of responsiveness shall be solely the determination of the Town.

Proposer is responsible for accuracy of proposal. In case of mistake in extension, unit price will govern. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

CRITERIA

EVALUATION CRITERIA in descending order of importance

REFERENCES/HISTORY OF EXCELLENT CUSTOMER SERVICE
QUALIFICATIONS & EXPERIENCE
FINANCIAL PROPOSAL
TECHNICAL PROPOSAL
FORMS (RESPONSIVENESS)
TOTAL

Evaluation Rating: Guidelines	
5 - Exceptional	The submission exceeds expectations. Excellent probability of success in achieving all objectives. Very innovative.
4 - Good	Very good probability of success. Achieves all objectives in reasonable fashion.
3 - Acceptable	Has reasonable probability of success. Some objectives may not be met.
2 - Poor	Falls short of expectations. Has a low probability of success.
1 - Not Acceptable	Submission fails to meet requirements. Has no probability of success.
0 - Not responsive	Submission is lacking adequate information to evaluate.

The final recommendation of a Firm by the Evaluation Committee will be based on the proposal which best meets the needs of the TOWN OF LAKE HAMILTON. The Town reserves the right to reject any or all proposal.

END OF PART III

Part IV
Draft Contractor Agreement

SECTION 1
DEFINITIONS

1. **Automated Solid Waste Service** shall mean fully automated collection vehicle that lifts and dumps containers directly from one or both sides of the truck into the body of the truck.
2. **Bulk Trash** shall mean any non-vegetative item which cannot be containerized, bagged or bundled; including but not limited to inoperative and discarded white goods, furniture and similar domestic goods.
3. **Town** shall mean the Town of Lake Hamilton, Florida, a municipal corporation, acting through the Town Council or Town Administrator, or official designated by the Town Administrator as the case may be.
4. **Contract Administrator** shall mean the Town Administrator of the Town of Lake Hamilton or the Town Administrator's designee.
5. **Contractor** shall mean the individual, firm or corporation who or which agrees to perform the work or services as set forth in the contract proposal and contract agreement.
6. **Excluded Waste** shall mean any and all debris or waste products generated by land clearing, building construction or alteration, and waste or materials deemed by the Contract Administrator to be hazardous waste, and all materials that may not be disposed at the Polk County Landfill.
7. **Franchise Fee** shall mean the amount of money for which the Contractor shall be obligated to the Town for the privilege of providing refuse collection service to customers within the Town, and to refund to the Town for billing and contract monitoring services. The fee is 15% of residential revenues of the Contractor's gross revenue. The fee is to be paid on a monthly basis to the Town.
8. **Garbage** shall mean food waste and discarded materials which are containerized. All garbage shall be containerized and not commingled with yard waste. Garbage shall not include any material that falls within the definition of excluded, special, or yard waste.
9. **Mixed Paper** shall be defined as a mixture of paper products including magazines, catalogues, phone books, cereal boxes, boxes soda and beer cans, chipboard, file folders, envelopes, letter paper, junk mail, notebook paper and any other clean paper products.
10. **Multi-Family Dwelling Units** shall mean any building containing more than two permanent living units.
11. **Performance Bond** shall mean the form of security approved by the Town 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.
12. **Poly Cart** shall mean wheeled container with a maximum capacity of 95 gallons with a tight fitted lid constructed of injection molded polyethylene designed for automated or semi-automated solid waste collection systems.
13. **Recycling Carts and Bins** shall mean a container which holds recyclable materials.
14. **Recyclable Materials** shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste. The materials initially designated are mixed papers, aluminum cans, foil and pans, plastic containers #1 through #7 (except Styrofoam), glass bottles and jars, gable-topped containers, aseptic containers, corrugated cardboard, kraft bags and steel and ferrous cans.

15. **Special Wastes** shall mean solid wastes that can require special handling and management, including but not limited to, commercial tires, used oil, lead acid batteries, construction and demolition debris, ash residue, yard trash and biological waste.
16. **Surety** shall mean the party who is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the contract.

SECTION 2

SCOPE OF CONTRACTOR'S WORK

A. AUTOMATED SOLID WASTE SERVICE

1. The Contractor shall collect garbage from residential units utilizing a fully automated garbage service with 95-Gallon Poly Cart wheeled container not less than one (1) time per week, with collections at least six (6) days apart and not on a Friday.
 - a. The service will be restricted to the collection of household garbage utilizing 95-gallon poly cart wheeled containers with fully automated solid waste collection. Contractor shall provide each residential unit one (1) 95-gallon poly cart that will be uniform in color. Additional 95-gallon poly carts shall be provided by the Contractor at no cost to the customer if determined by the Town a need for the additional cart.
 - b. The Contractor, upon request of the owner or occupant and upon approval from the Town, shall provide a 65-gallon container to residents determined unable to use the larger container.
 - c. 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 within five working days (by next pickup).
 - d. Garbage must be bagged and placed in wheeled container. Garbage shall be collected within five (5) feet of the street (curbside). Occupants shall not place materials in the street. The Contractor shall notify occupants with handicapped status that they shall be eligible for non-curbside pickup, at no additional cost to the residents.
2. The Contractor shall also provide **Curbside Residential Recycling Collection Service** in the town limits of Lake Hamilton. Each resident shall receive one (1) recycling cart or bin, which will be serviced the same day as the garbage collection. Additional carts or bins may be requested.
3. 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. This work shall be done in a sanitary manner. Any spilled containerized garbage shall be picked up immediately by the Contractor.
4. Bulk items, such as household furniture and appliances, shall be removed from each residential unit one (1) designated day per week. Collection may occur on the same day as the garbage pick-up between the hours of 7:00 a.m. and 7:00 p.m. Collection shall not occur on Monday or Friday. These collections days are subject to change as determined by Town Council and contractor.
5. In addition to the regular weekly service, the contractor shall conduct two (2) "clean-up" each year in the spring, when all residential waste deposited curbside, including automobile tires without rims and without limit as to size, shall be collected, except for excluded materials and special wastes 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 the Town of the special clean ups at least fourteen (14) days in advance. There shall be no additional charge to the residents or to the Town for clean-up. In addition, the contractor will work with the Town when certain areas need to be cleaned up or during special events. Dumpsters and/or poly cars will be provided at no charge at the discretion of the Town Administrator or her/his designee.

6. 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 garbage and waste, 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. However, in the event of a major storm or hurricane, the Contractor is entitled to submit an estimate of the cost of cleanup to the Town for approval by the Town Council and modification and/or amendment of the contract between the Town and the Contractor.
7. The Town grants to the Contractor the exclusive right and obligation to provide solid waste collection within the Town of Lake Hamilton, except for roll-off containers and builders who may remove waste from their own construction activities.
8. The Town reserves the right to revise the levels of service as described in Section 2 (A)(1) after providing sixty (60) days notice to the Contractor and upon mutual agreement of both the Contractor and the Town. This service adjustment may be made solely at the Town's discretion.

PARKS, PICNIC AREAS, PROPERTY OWNED, LEASED, RENTED AND CONTROLLED BY THE TOWN OF LAKE HAMILTON

The Contractor shall provide containers and collection service to all Town facilities as determined by the Town Administrator. These containers shall be collected as needed, at no cost to the Town. The following is a list of Town facilities with container sizes and collection frequency. Changes to locations may be designated at the sole discretion of the Town Administrator.

<u>Facility/Location</u>	<u>Size</u>	<u>Times/Week</u>
Town Hall, 100 Smith Avenue	4 yard dumpster	1-pick up
Public Works/201 Center Street	4 yard dumpster	1-pick up
Sample Park	2 yard dumpster	1-pick up
Bruce Martin Ball Field	2 yard dumpster	1-pick up
Gunter Park	4 yard dumpster	1-pick up
Water Treatment Plant	1-95 gal wheeled	1-pick up
Detour Road Ballfield	2 yard dumpster	1-pick up

SECTION 3
SCHEDULE AND ROUTES

A. IN GENERAL

The Contractor shall abide by the routes and schedules provided with the proposed documents. The Town reserves the right to deny the Contractor's vehicles access to certain streets, alleys and public ways, inside the Town in route to the disposal facilities, where it is in the best interest of the general public to do so due to conditions of street or bridges. The contractor shall not interrupt the regular schedule and quality of service because of such street closures. Customers under this contract shall be notified by the contractor of the schedules provided with, but not limited to, a newspaper of general circulation in the Town of Lake Hamilton. Additional forms of notification may include door hangers, radio announcements, or another method approved by the Town Administrator. Any and all route and/or schedule changes shall be approved by the Town Administrator. Written notice of changes in schedules shall be furnished to customers by Contractor, at least ten (10) days prior to the actual change in routes or schedules.

B. HOLIDAYS

On those days when the disposal site generally used by the Contractor is closed in commemoration of a holiday, the Contractor shall reschedule the collection of that day's routes within that week. The Contractor shall notify customers of this rescheduling two (2) weeks in advance. Notification shall be provided, but not limited to, notification in a newspaper of general circulation in the Town

SECTION 4

DURATION OF CONTRACT – COMMENCEMENT OF WORK

1. The term of the Agreement shall be for a period of three (3) years, with work commencing October 1, 2019 and terminating September 30, 2022 with a three (3) year renewal option, unless terminated or breached at an earlier date.
2. The Contractor must commence work on the date and year entered in Section 4(1). Failure to commence work on the specified date will result in forfeiture of the bid bond or the performance bond.
3. The initial term of this contract may be extended at the discretion of the Town and the Contractor for up to one (1) additional term of three (3) years. This provision shall be self-executing. If the Town chooses not to exercise its right to a three (3) year extension, the Town shall notify the Contractor in writing not less than 120 days prior to the expiration of the initial term, of the Town's intention not to extend the term.

SECTION 5

CONTRACTOR'S RELATION TO THE TOWN

A. CONTRACTOR AS INDEPENDENT CONTRACTOR

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the work notwithstanding in certain respects the Contractor is bound to follow the direction of designated Town officials, and that the Contractor is in no respect an agent, servant or employee of the Town. The contract specifies the work to be done by the Contractor. Contractor must have 10 years of experience servicing a residential franchise of at least 1,200 homes.

B. SUBLETTING CONTRACT AND CHANGES IN OWNERSHIP

The contract, or any portion thereof, shall not be sublet except with the prior written consent of the Town Council which may be withheld for any reason. Changes in the composition of more than twenty-five (25%) of the ownership of the Contractor shall be treated as a contract sublet. No such consent will be construed as making the Town a party of or to such subcontract, or subjecting the Town to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under this Contract, and despite any such subletting; the Town shall deal through the Contractor. Subcontractors will be dealt with as workmen and representative of the Contractor, and as such will be subject to the same requirements as to character and competence as are other employees of the Contractor. The Contractor will be held responsible for the actions of any subcontractor employed or retained by the Contractor.

C. SUPERVISION OF CONTRACT PERFORMANCE

The contractor's performance of this contract shall be supervised by the Town Administrator or some other official of the Town designated by the Town Administrator, and the Contractor shall be so notified in writing by the Town Administrator. If at any time during the term of the contract, the Town Administrator determines that the performance of the Contractor is not satisfactory he/she shall notify the Contractor of the conditions and the facts. The Contractor, upon notification by the Town Administrator, shall within three (3) days increase the force, tools and equipment as needed to properly perform this Contract. The failure of the Town Administrator to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and the manner specified by this Contract.

D. TOWN ADMINISTRATOR TO BE REFEREE

To prevent misunderstanding and any litigation, the Town Administrator or his/her designated representative, shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the contract provisions, and the acceptable fulfillment of the contract on the part of the Contractor. The Town Administrator will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which

determination shall be final, conclusive and binding upon both the Town and the Contractor. The Town Administrator shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract; and his or her findings and conclusions shall be final and binding upon both parties.

E. INSPECTION OF WORK

The Contractor shall furnish the Town Administrator or his/her authorized representative with every reasonable opportunity for ascertaining whether or not the work as performed is in accordance with the requirements of the contract. The contractor shall designate, in writing, the person to serve as agent and liaison between his/her organization and the Town. He may designate himself to so serve. The Town Administrator may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time, and the Contract shall admit members of the Town Council and other authorized representatives of the Town to make such inspections at any reasonable time and place.

F. DISAGREEMENTS – PROVISIONS OF SERVICE

It is recognized that disagreements may arise between the Town and the Contractor with regard to collection of certain items due to interpretation of the specific language in the contract.

In the event a disagreement arises and refuse needs to be collected and disposed of, the Town Administrator or his/her authorized representative may notify the Contractor of the location of the refuse which has not been collected due to disagreement between the Town and the Contractor, and it shall be the duty of the Contractor to remove all such refuse within four (4) hours of the notice. Should the Contractor fail to remove the refuse, the Town will remove the refuse and the Town shall deduct costs incurred from the next scheduled payment.

The Contractor's obligation to perform the work described herein shall continue in the event of any strikes, labor disputes, work stoppages or disagreement or problems involving the Contractor's employees.

G. TAXES

The Contractor shall pay all federal, state and local taxes, to include sales tax, social security, workmen's compensation, unemployment insurance, and other required taxes which may be chargeable against labor, material, equipment, real estate and other items necessary to and in the performance of this contract.

H. TOWN NOT LIABLE FOR DELAYS

It is expressly agreed that in no event shall the Town be liable or responsible to the Contractor or to any other person on account of any stoppage or delay in the work provided for herein, by injunction or other legal or equitable proceedings brought against the Contractor, or from or by or on account of any delay from any cause over which the Town has no control.

I. SCHEDULE OF PAYMENTS

For and in consideration of the services to be performed by the Contractor pursuant to this agreement, the Town agrees to make monthly payments to the Contractor based on the Town's utility billing registers for in town limits residential water customers.

J. BILLING FOR RESIDENTIAL SPECIAL PICK UPS AND COMMERCIAL ACCOUNTS

The Town shall bill each occupied residential unit for service rendered at the end of each month. Said billing and payment shall be based upon the occupied residential units being serviced during the billing cycle. The method of billing will be determined by the Town. Special handling charges for bulk pickups shall be billed by the Contractor. Commercial accounts will be billed by the contractor.

K. SERVICE INITIATION, TERMINATION OR CHANGE

Residential customers shall initiate and disconnect services by contacting at Town Hall.

L. RATE INCREASE OR RATE DECREASE

The rate increases or decreases during the term of the contract shall occur for the following reasons:

1. Tipping fee. Within thirty (30) days of receipt of notice of an increase or decrease in the disposal charges at the landfill, the Contractor shall notify the Town of such increase or decrease and provide the Town with the unit rate increase or decrease required to pass this increase or decrease to the customers. The Contractor shall submit documentation to the Town detailing the monthly amounts of refuse being transported to the landfill, by class of customer, and shall calculate the rate increase or decrease in the following manner:

Rate Change = $[(LV \times NTF) - (LV \times OTF)]/NC$; where LV is the volume of waste disposed at the landfill for each customer classification; OTF is the original tipping fee; NTF is the new tipping fee; and NC is the number of customers in the billing classification.

2. The contractor may petition the Town Council for a rate increase and must petition for a rate decrease, on a quarterly basis for substantial and unusual increases or decreases in the cost of doing business arising from revised laws, ordinances or regulations. Any such petition shall be accompanied by an analysis, prepared by a certified public accountant (or other financial advisor acceptable to the Town) and certified as to accuracy and for compliance with GAAP, of the pre-tax cash on cash impact of said unusual increase or decrease on the expenses (or decrease), and its proportional impact on the Contractor's cost of doing business. The analysis shall be accompanied by not less than six (6) months actual financial data of the business.

3. Bid prices shall remain firm for the first twelve (12) months of this contract. The successful bidder will have an opportunity to request an annual price adjustment for the second and subsequent years of this contract. The request for price adjustment must be submitted in writing no later than 90 calendar days prior to July 1st of each year. The successful vendor will only be allowed to submit one request for price adjustment per contract year. Any approved request for price adjustment will not take effect until the annual anniversary of the contract start date and such price adjustment will be in effect for the 12-month period following said anniversary date. Written requests for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI) for urban wage earners and clerical workers, U.S. Town average, all items (1982-84-100), published by the U.S. Bureau of Labor Statistics appropriately adjusted for the calendar year (January 1st to December 31st.) preceding the calendar year in which the request is made. Any price adjustment shall be approved by the Town Council prior to the new price becoming effective.

At such time as the Contractor requests a rate increase or decrease pursuant to the above paragraph, the Town franchise fee shall be adjusted simultaneously using the same formula.

M. OPERATION DURING DISPUTE

In the event the Town has not cancelled the Contract in accordance with the terms provided above and there remains a dispute between the Contractor and the Town, the Contractor agrees to continue to operate and perform under the terms of this Contract while said dispute is pending, and agrees that in the event a suit is filed for injunction or other relief to continue to operate the system until the final adjudication of such suit by the court.

SECTION 6
QUALITY OF SERVICE

A. CHARACTER OF WORKMEN AND EQUIPMENT

The direction and supervision of refuse collection and disposal and salvage operations shall be by competent, qualified and sober personnel employed by the Contractor; and the contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the Town. All subcontractors, superintendents, foremen and workmen employed by the Contractor shall be careful and competent. The Contractor shall also provide uniforms for all of its employees. All employees used by the Contractor during the terms of this Contract shall meet qualifications that will permit the Contractor's performance herein to be carried on harmoniously and without delay, and in no case or in any circumstances will the employees conduce themselves negligently, disorderly or dishonestly in the due and proper performance of the employees' duties. The Contractor shall see to it that its employees serve the public in a courteous, helpful and impartial manner. Contractors' employees collecting garbage will be required to follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him. Care shall be taken to prevent damage to property, including shrubs, flowers and other plants. After emptying containers, employees shall return them to the same location from which they were taken, in an inverted position and anything spilled shall be picked up immediately by such employee. No person convicted of a crime, crimes and/or repeated non-criminal violations of traffic laws which demonstrate a propensity to unfaithfully fulfill the duties of his employment, such as, but not limited to, larceny, aggravated battery, or other violence, those relating to the operation of motor vehicles, and any crime for which civil rights have been removed within two (2) years, shall be employed by the Contractor to work in the Town.

B. COOPERATION OF CONTRACTOR REQUIRED

The Contractor shall cooperate with authorized representatives of the Town in every reasonable way in order to facilitate the progress of the work contemplated under this Contract. The Contractor shall have at all times a competent and English speaking representative on the work authorized to receive orders and to act for him in the case of his absence. The Contractor shall assign a supervisor to work in the Town during all hours of Contractor's operation in the Town limits. The Contractor's supervisor would be available to the Town's Contract Administrator at all times during normal working hours.

C. HANDLING COMPLAINTS

The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. All customer complaints shall be directed to the Contractor, who will be required to maintain an office during normal work hours and have a local telephone number and designated email to said office.

In order that the Town may be informed of the quality of service, the Contractor agrees to maintain a record of all complaints for inspection by the Town when requested.

All accidents or any property damage within the Town limits shall be reported to the Town's Contract Administrator within four (4) hours of accident or property damage, with a follow-up report of action taken.

D. CUSTOMER AND OPERATIONAL INFORMATION

The Contractor at the Contractor's expense shall provide each residential customer with a condensed version, approved by the Town, of rules and regulations for refuse collection. Said condensed version shall outline annually, rates and obligations of the customer and Contractor, according to terms of this Contract.

The Contractor shall provide monthly reports to the contract Administrator regarding the tonnage of residential garbage collected within the Town by route per month and the tonnage of recycling collected by commodity by route per month, recycling participation rates and any other information required by the Town, County or State of Florida to meet the requirements of the Solid Waste Management Act or to obtain grant funds from the Solid Waste Management Fund. All monthly reports shall be submitted to the Town's Contract Administrator no later than the tenth (10) day of each month.

The Contractor shall be required to appear before the Town Council on a semi-annual basis to discuss solid waste issues. Such appearance shall be scheduled through the Town Administrator's Office.

E. GUARANTEES OF PERFORMANCE

Surety Bond: The Contractor hereby deposits with the Town a performance bond in the amount of one hundred percent (100%) of the total annual bid as a guarantee to the Town of faithful performance under the terms of this contract. This performance bond shall be written by a company with a Class 9, A higher financial rating as shown in Best's Key Rating Guide.

SECTION 7 EQUIPMENT

A. AMOUNT

The Contractor shall provide sufficient equipment, in proper operating condition, so regular schedules and routes of collection can be maintained. At the execution of this contract, all vehicles to be used in the Town shall be no more than eight (8) years old. All equipment and vehicles added to the fleet during the duration of this Contract shall be new. If the contractor is a new provider for this service to the Town, they shall provide new garbage bins on wheels with attached covers.

B. CONDITION

Equipment is to be maintained in a reasonable, safe, working condition, to be painted uniformly, the company name, telephone number and the number of the vehicle printed in letters not less than three inches (3") high, on each side of the vehicles shall be numbered and a record kept of the vehicles to which each number is assigned. The Contractor shall provide to the Town's Contract Administrator a list of the truck numbers identifying the routes to which they are assigned and shall keep the list current. The Contractor shall also provide the Contract administrator a quarterly maintenance report by truck number identifying service and repairs made each day for each vehicle. The Town reserves the right to request monthly reports if it deems it necessary for the administration of this contract. No advertising shall be permitted on vehicles.

The Contractor is required to keep collection vehicles and containers emptied by mechanical means, cleaned and painted to present a pleasing appearance. The Contractor shall make sure that all trucks are washed and cleaned and sterilized inside and outside at least once per week. The Contractor shall make sure that all refuse containers are kept in a sanitary condition. All containers shall be watertight except where the Town has approved otherwise.

The Contractor will submit to Town Administrator for the Town's approval a schedule showing how the change-out of containers is to be accomplished during the Contract term.

C. OPERATION

Each non-packer trash vehicle shall be equipped with a cove which may be net with mesh not greater than one-and-one-half inches (1 1/2"), or tarpaulin or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked, if the contents are likely to be scattered if not covered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from the Contractor's vehicle for any reasons, it shall be picked up immediately. Each vehicle shall have a fork and broom for this purpose. The Contractor's vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made necessary by loading operations and shall move with traffic flow.

D. AESTHETIC APPEARANCE OF DUMPSTERS

The Contractor shall permit the property owner or the property owner's agent to paint the exterior of the dumpster for purposes of enhancing the aesthetic appearance so long as the owner or owner's agent has the written approval of the Town Cero for such purposes.

SECTION 8 EMPLOYMENT AND WORKING CONDITIONS

The Contractor shall comply with all applicable state and federal laws relating to wages and hours and all other applicable laws relating to the employment or the protection of employees now or hereafter in affect. The Contractor is required and hereby agrees by accepting this Contract to pay all employees not less than the federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended and changed from time to time. Contractor also agrees that upon written request, the Contractor will provide the Town all information and policies, whether written or oral, relating to the wages or terms and conditions of employment for employees in the service of the Contractor under this Contract. Contractor must provide proper Health Benefits to its employees to ensure a stable work force.

SECTION 9 DISPOSAL OF REFUSE

The Town will not be responsible for disposal fees charged by the county or other disposal operator for the Contractor to use the facility. The Contractor is responsible for disposing all collected waste in accordance with state and federal statutes and/or regulations and agrees to accept all liability for any remedial activities or fines which may arise from the unlawful disposal of waste.

SECTION 10 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor hereby agrees to abide by all applicable federal, state, county and Town laws and regulations including federal, state, county and Town laws and regulations relating to hazardous substances. The contractor and his surety indemnify and save harmless the Town, all its officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or other decree, whether by himself, his employees or his subcontractors, or which may arise out of or resulting from operations under this Contract. This clause shall apply not only during the term of this Contract, but also as to any claim, liability, or damages which are based on the Contractor's conduct during the term of this contract and in the event the Town is charged with the responsibility, jointly or severally, for the aforementioned conduct as a successor to the Contractor.

SECTION 11 INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this contract and such insurance coverage has been approved by the Town Administrator, nor shall the Contractor allow any subcontractor to commence work on subcontracts until similar insurance of the subcontractor has been obtained and approved.

A. WORKER COMPENSATION INSURANCE

The Contractor shall provide and maintain during the life of this Contract, Worker Compensation Insurance for all of its employees, who are employed in connection with the work; and in case the work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract are not protected under the Worker's

Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate insurance coverage for the unemployment compensation protection of his employees not under or otherwise protected.

B. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall provide and maintain during the life of this Contract, at its own expense, such public liability and property damage insurance as shall protect the contractor and any subcontractor performing work covered by this Contract, from claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by a subcontractor, or anyone directly employed by the contractor or subcontractor, and the amount of such insurance shall be as follows:

Comprehensive General Liability Insurance: Also known as “Broad Form”, covering general insurance, including but not limited to contractual products and completed operations and person injury, in an amount not less than Three Million Dollars (\$3,000,000) for injuries, including accidental death to any one person, and subject to the limit for each person, in an amount not less than Three Million Dollars (\$3,000,000) each occurrence and property damage insurance in an amount not less than One Million Dollars (\$1,000,000) each occurrence. In all such policies, the Town shall be named as an additional insured at no cost to the Town.

Comprehensive Automobile Liability Insurance: The Contractor will provide coverage for all owned and non-owned vehicles in an amount not less than Three Million Dollars (\$3,000,000) for injuries, including accidental death to any one person, and subject to the limit for property damage insurance in an amount not less than One Million Dollars (\$1,000,000) each occurrence. In all such policies, the Town shall be named as an additional insured at no cost to the Town.

C. PROOF OF INSURANCE

The Contractor shall furnish the Town Administrator, prior to the start of any operations under this Contract, satisfactory proof of coverage of the insurance required with an insurance company satisfactory and acceptable with the Town. No policy is acceptable to the Town which can be canceled or changed by the insurer in less than thirty (30) days after the insured has received written notice by certified mail of such cancellation provision of the policy. To be acceptable to the Town, each insurance certificate shall contain a clause substantially as follows:

“The policies referred to herein provide that they cannot be cancelled or changed by the insurer in less than thirty (30) days after the insured has received written notice by certified mail of such cancellation and equal notifications to the Town.”

Should the contractor fail to provide such insurance, the Town may secure the same, the cost of which shall be reimbursed to the Town by the Contractor.

SECTION 12 – TOWN HELD HARMLESS FROM INJURIES, DAMAGES AND CERTAIN OTHER ACTS OF THE CONTRACTOR

The Contractor and his surety hereby expressly bind themselves to indemnify and save the Town harmless from all suits or actions of every name and description brought against said Town for or on account of any injuries or damages received or sustained by any party or parties from the acts, omissions or negligence of said Contractor or his servants or agents, including subcontractors engaged in doing the work herein contracted for, or by, or in consequence of any negligence in guarding against same, or in any improper materials or equipment used in its performance, or by or on account of any act or omission of the said contractor, or on account of any claims or amounts arising or recovered under the workmen’s Compensation Laws. In case there is any money due to the Contractor, so much of the money due the said Contractor as the Town Administrator shall deem necessary to protect the Town, may be retained by the Town until such suit or suits, action or actions, claim or claims, injuries, damages as aforesaid, shall have been settled and suitable evidence to that effect has been furnished by the Town Administrator.

SECTION 13 – LIQUIDATED DAMAGES

Should the Contractor fail to perform in accordance with the provisions of this Contract and/or refuse to pay liquidated damages, upon receipt of notice from the Town, the Town shall, in addition to the amounts provided in other provisions of this Contract, be entitled to claim against the performance bond of the Contractor or deduct from the next regularly scheduled payment to the Contractor, the following amounts, not as a penalty but as liquidated damages for such breach of contract:

- A. Legitimate complaints – over fifteen (15) per month. Twenty-Five Dollars (\$25) each complaint plus Twenty-five Dollars (\$25) each day not handled.
- B. Failure to clean up spillage promptly from vehicles or after having emptied containers, whether on private or public streets, alleys, etc. One Hundred Dollars (\$100) each case.
- C. Failure to clean vehicles or change containers on schedule provided in Section 7. Twenty Five Dollars (\$25) each vehicle or container.
- D. Failure to keep vehicles closed or covered. Twenty-Five Dollars (\$25) each vehicle.
- E. Loaded vehicles left standing on the street unnecessarily. Twenty-Five Dollars (\$25) each vehicle.
- F. Failure to maintain schedules established and given as a requirement of this Contract, in writing, to the public and to the Town (Section on Schedules). Two Hundred Fifty Dollars (\$250) per violation of route schedule.
- G. Failure to close the doors to the container and/or screened enclosures. Twenty Five Dollars (\$25) per violation.
- H. Failure to return garbage containers to the place where they were picked up. Twenty-Five Dollars (\$25) each container per violation.
- I. Failure to provide required reports on the tenth (10th) day of each month or when otherwise due. Twenty-five (\$25) per day per report (amount doubles every five (5) days the report is not provided).
- J. Failure to keep assigned equipment in the Town on scheduled routes. Fifty Dollars (\$50) per day per piece of equipment.
- K. Failure to respond to complaint or request made by the Town in twenty-four hour period. Two Hundred Dollars (\$200) per complaint or request plus Fifty Dollars (\$50) per day the complaint or request is outstanding.

SECTION 14 – TOWN ORDINANCES

Nothing contained in any ordinance of the Town now in effect, hereafter adopted, pertaining to the collection of garbage and trash shall in any way be construed to affect, change or modify or otherwise alter the duties, responsibilities and operation of the Contractor in the performance of the terms of this Contract.

SECTION 15 – AMENDMENTS

The Town shall have the right to amend this Contract from time to time as necessary to comply with federal, state and local laws and regulations, as amended from time to time. Such amendments shall take effect within thirty (30) days of the Contractor's receipt of the written amended Contract. Amendments which are consistent with the purpose of this Contract may be made with the mutual consent, in writing, of the parties in accordance with the Town Charter and other applicable laws and ordinances.

SECTION 16 – SEPARABILITY

If any article or section of this Contract or of any supplements or riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

SECTION 17 - FUEL

At the first anniversary of the contract and on any anniversary thereafter the cost of diesel fuel may be increased or decreased in accordance with the following:

1. The price of fuel as of the bid opening date will be determined using fuel costs notated in OPIS Daily Rack Average
2. The successful vendor must submit a percentage of their bid price that is equal to the portion directly attributable to the cost of fuel only.
3. Should the price of fuel fluctuate by 15% or more, the percentage of the bid price directly attributable to the cost of fuel will be increased or decreased by the same fluctuation in price as determined by Energy Information Administration, Official Energy Statistics from the U. S. Government, EIA Lower Atlantic Fuel Table at the end of the applicable one (1) year term. The parties acknowledge and agree that the comparable price for rate fluctuation is the bid opening date.

End of Part IV

SOLID WASTE SERVICES PROPOSAL FORM

The undersigned Proposer declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without any understanding, contract, or connection with any other person, firm, or corporation providing a proposal for the same purpose and that this proposal is in all respects, fair and without collusion or fraud. The Proposer understands that this proposal must be manually signed in ink, otherwise it will be considered unresponsive and subject to rejection unless advance written approval for a faxed signature is given by the Purchasing Agent.

Proposer undersigned represents that the Proposer accepts, and that this proposal complies with, the RFP documents; that Proposer has carefully examined the proposed forms of Agreement and Bonds and Specifications for the designated work, and all other RFP documents. Proposer affirms that Proposer has carefully examined the location of the designated work and that, from their own investigations, has satisfied himself as to the nature and location of the work, the character, quality, and the quantity of materials and the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the work or its performance.

Proposer undersigned proposes, and agrees if this proposal is accepted, that he will contract with the Town in the form of the copy of the Draft Contractor Agreement included in these RFP documents, to provide all necessary machinery, tools, apparatus, and other means necessary to do all the work, and furnish all the materials and equipment specified or referred to in the RFP documents in the manner and time herein prescribed, and according to the requirements of the Town as therein set forth.

Under provisions of Chapter 112, Florida Statutes, Proposer must disclose with proposal the name of any officer, director, or agent who is also an employee of the TOWN OF LAKE HAMILTON. Proposer must disclose the name of any TOWN OF LAKE HAMILTON employee who owns, directly or indirectly, a 5% or more interest in the Proposer's firm or any of its branches, or in the firm of any Sub-Consultant to this proposal. Absence of such information represents Proposer's certification of no such employee.

Proposer acknowledges receipt of the following addenda issued during the Proposal period; the cost of which, if any, is included in the Total Base Proposal.

ADDENDUM#	ADDENDUM DATE	ADDENDUM#	ADDENDUM DATE
_____	_____	_____	_____
_____	_____	_____	_____

Doing business as: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Proposer typed name	Title	Signature	Date
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Proposer understands that the Town reserves the right to reject and or all proposals and to waive any informalities and minor irregularities in the proposal. The Proposer agrees that this proposal shall be good and may not be withdrawn for a period of 120 days after the scheduled Proposal opening.

PROPOSAL PRICE PAGE

SERVICE

PRICE

Option 1 with recycle

Automated Solid Waste Collection, Bulk, and Recycling \$_____ per resident per month

Option 2 without recycle

Automated Solid Waste Collection and Bulk without Recycling \$_____ per resident per month

Commercial Garbage Container per Cubic Yard rate: \$_____

PROPOSER NAME: _____

SOLID WASTE REFERENCE FORM

Proposers shall complete and submit this form in conjunction with any other relevant information. Proposer may copy this form to provide additional references.

Reference #1

Municipality/County: _____

Contact's Name and Title: _____

Contact's Address: _____

Contact's Phone: _____ Email: _____

Term of Contract: _____ Start Date: _____ End Date _____

Level of Residential Collection Service Provided:

Service Type	Number of Units Served	Frequency of Collection		
		1 x week	2 x week	Other
Carted Solid Waste				
Manual Solid Waste				
Carted Recycling				
Manual Recycling				
Yard Trash				
Bulk Waste				

Number of Commercial Customers: _____

Reference #2

Municipality/County: _____

Contact's Name and Title: _____

Contact's Address: _____

Contact's Phone: _____ Email _____

Term of Current Contract: _____ Start Date: _____ End Date _____

Level of Residential Collection Service Provided:

Service Type	Number of Units Served	Frequency of Collection		
		1 x week	2 x week	Other
Carted Solid Waste				
Manual Solid Waste				
Carted Recycling				
Manual Recycling				
Yard Trash				
Bulk Waste				

Number of Commercial Customers: _____

PROPOSER NAME: _____

Reference #3

Municipality/County: _____

Contact's Name and Title: _____

Contact's Address: _____

Contact's Phone: _____ Email _____

Term of Current Contract: _____ Start Date: _____ End Date _____

Service Type	Number of Units Serviced	Frequency of Collection		
		1 x week	2 x week	Other
Carted Solid Waste				
Manual Solid Waste				
Carted Recycling				
Manual Recycling				
Yard Trash				
Bulk Waste				

Number of Commercial Customers: _____

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

- 1) All persons or firms, including sub-consultants, must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
- 2) If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to the TOWN OF FROSTPROOF.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions.

Name of FIRM

Signature & Title (original signature required)

Date

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

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the TOWN OF LAKE HAMILTON (the "TOWN") by:

(Print individual's name and title)

For: _____

(Print name of entity submitting sworn statement)

Whose business address is: _____

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

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, 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 a jury verdict, non-jury 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 (1) 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 (2) 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.

5. 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 of the United States with the legal power to enter into a 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.

6. 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 (1) 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 was not in the public interest to place the entity submitting this sworn statement on the convicted Proposer list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VAUD 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 AMONT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Date: _____

Signature

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by _____ (name of person, officer, or agent, title of officer
or agent), of _____ (name of corporation or
partnership, located in _____ (state of incorporation or partnership, if applicable).

____ who is personally known to me,

____ or who produced an _____ as identification,

____ who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily
for the purposes therein expressed.

(Notary Seal)

Print Name

Signature