

*Florida's Last Frontier*



*Town of*  
**LOXAHATCHEE GROVES**

**BID NO. 2013-002**

**SOLID WASTE AND RECYCLING COLLECTION SERVICES**

**14579 Southern Boulevard  
Suite 2  
Loxahatchee Groves, FL 33470**



## TABLE OF CONTENTS

BID NO. 2013-002

### SOLID WASTE AND RECYCLING COLLECTION SERVICES

1. Invitation to Bid
2. General Terms and Conditions
3. Bid Form
  - Residential Collection Rate Schedule
  - Special Services Rate Schedule
  - Company Information & Signature Page
4. Addendum Acknowledgement Form
5. Additional Forms
  - Certificate of Authority (1 of 4) Form
  - Insurance Indemnification Form
  - Public Entity Crime Form
  - Affirmative Action Policy
  - Non-Collusive Affidavit
  - Drug Free Work Place (DFW) Form
6. Bid Bond/Security
7. Service Area Map
8. Check List

## **INVITATION TO BID**

### **BID NO. 2013-002 SOLID WASTE AND RECYCLING COLLECTION SERVICES**

The Town of Loxahatchee Groves, Florida (TOWN) invites sealed bids for the above services. Current Franchise Agreement expires September 30, 2013.

The Town of Loxahatchee Groves (TOWN) requests interested parties to submit sealed bids to provide Solid Waste and Recycling Collection Services. Hard copies of Bid Specifications will be available Monday through Friday, 9:00 AM to 4:00 PM at the Town Hall Offices at the address noted below.

Sealed bids will be received by the Town of Loxahatchee Groves, Town Clerk's Office located at 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470 for the following:

**BID NO: 2013-002**

**BID TITLE: Solid Waste and Recycling Collection Services**

**BID SUBMISSION DEADLINE: June 26, 2013 at 2:00 PM**

BID OPENING WILL OCCUR IMMEDIATELY FOLLOWING THE BID SUBMISSION DEADLINE.

One (1) electronic (DVD) copy and Five (5) copies of your Bid Proposal and Bid Forms must be submitted to the Town or your Bid may be disqualified.

This Bid Proposal is available at [www.onvia.com](http://www.onvia.com), or can be downloaded at the Town's website at: [www.loxahatcheegrovesfl.gov](http://www.loxahatcheegrovesfl.gov).

There will be one (1) MANDATORY PRE-BID conference. The conference will be on Wednesday, June 12, 2013 at 11:00 a.m. at the Central Palm Beach County Chamber of Commerce-West Office located at 13901 Southern Boulevard, Loxahatchee Groves, Florida 33470.

All potential bidders shall attend the mandatory pre-bid conference. All potential bidders must remain in attendance until the conclusion of the conference. The purpose of this mandatory pre-bid conference is to explain the method of selection, to provide an overview of the service requirements and to solicit comments. Potential bidders that do not attend the conference shall be disqualified from continuing in the competition and the TOWN will not accept bids from such disqualified bidders.

Bids from bidders who attended the pre-bid conference must be received by the Town at its Town Hall Office not later than 2:00 p.m. on June 26, 2013.

To be placed on the Bidders' List or for additional information, please contact Dennise Rodriguez, Office Coordinator at (561)793-2418 or [drodriguez@loxahatcheegrovesfl.gov](mailto:drodriguez@loxahatcheegrovesfl.gov).



BID NO. 2013-002

SOLID WASTE AND RECYCLING COLLECTIONS SERVICES

GENERAL TERMS AND CONDITIONS

# GENERAL TERMS AND CONDITIONS

BID NO. 2013-002

## SOLID WASTE AND RECYCLING COLLECTION SERVICES

These documents constitute the complete set of bid terms, conditions, specifications and forms. It is the sole responsibility of the bidder to insure that all pages of these documents are included. Bidders are advised to closely examine this package. All questions and communications concerning this procurement process shall be directed in writing to Dennise D. Rodriguez, Office Coordinator, 14579 Southern Blvd., Suite 2, Loxahatchee Groves, FL 33470, or via electronic mail to: [drodriguez@loxahatcheegrovesfl.gov](mailto:drodriguez@loxahatcheegrovesfl.gov), or by facsimile to (561) 793-2420.

Should revisions to the bid become necessary, the Town of Loxahatchee Groves (TOWN) will issue a written addendum. All addenda must be acknowledged. Your bid may be rejected as non-responsive if you have failed to submit a bid with an addendum acknowledgement for all addenda. The Addenda may be downloaded from the Town's website at [www.loxahatcheegrovesfl.gov](http://www.loxahatcheegrovesfl.gov).

It is the bidders sole responsibility to contact the Town no less than five (5) calendar days prior to the bid opening date to ascertain whether any addenda have been issued. Failure of the bidder to make this inquiry could result in its bid response being non-responsive in the event addenda were issued and not acknowledged by the bidders on the Addendum Acknowledgment Form and submitted as part of the bid documents. No addendum will be issued later than five (5) calendar days prior to the date for receipt of bids except an addendum withdrawing the bid or one that includes postponement of the date for receipt of bids.

All bid Forms must be executed and submitted in sealed envelopes as instructed in the General Terms and Conditions. One (1) electronic (DVD) copy and Five (5) copies of your Bid Proposal and Bid Forms must be returned to the Town or your bid may be disqualified. The face of the the main sealed envelope shall contain bidder's name and return address, date and time of bid opening, bid number and title. Bids not submitted on the enclosed bid forms shall be rejected.

By submitting a bid, the bidder agrees to be subject to all terms and condition specified herein. No exceptions to the terms and conditions shall be allowed. Submittal of a bid in response to this Invitation to Bid constitutes an offer by the bidder which offer may not be withdrawn except as may be provided for herein. Bids which do not comply with these requirements may be rejected at the option of the TOWN. The selected awardee is hereby placed on notice that acceptance of this bid by the Town Council of the TOWN shall constitute a binding contract.

**Anti-Collusion:** By signing the Bid Form, bidder certifies that bidder has not divulged, discussed, or compared this bid with other bidders and has not colluded with any other bidder or parties to a bid. Any violation of this provision will result in the cancellation and/or return of bidder's materials (as applicable) and the removal of bidder from the Bid list(s).

**Execution of Bid:** Bid must contain an original signature, in ink, of an authorized representative who has the legal ability to bind the Bidder in contractual obligations. Bid must be typed or legibly printed

in ink. Use of erasable ink is not permitted. All corrections made to any part of the Bid must be initialed in ink.

1. **BID DEADLINE:** Bids are due in Town Hall Offices, 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, FL 33470, on the date and at the time specified in the Invitation to Bid. The Bid time must be and shall be scrupulously observed. It is the Bidder's sole responsibility to assure that its Bid is complete and delivered at the proper time and place of the Bid deadline. Bids which for any reason are not so delivered will not be considered. Such Bids will be returned unopened. Offers by facsimile, telephone, or electronic means are not acceptable. A Bid may not be altered by the Bidder after the Bid deadline.
  
2. **PROCUREMENT SCHEDULE:** A summary schedule of the major activities associated with the TOWN'S procurement process for this Invitation to Bid is presented in the following Table. The TOWN at its sole discretion, may modify the schedule as it deems appropriate. The TOWN will provide notification of any changes in association with submittal dates by written addenda in accordance with the General Terms and Conditions.

**TABLE SCHEDULED  
 BID 2013-002**

NO		DATE
1	Issue Invitation to Bid (ITB)	June 3, 2013
2	Mandatory Pre-Bid Conference	June 12, 2013
3	Last Date for TOWN to receive inquiries	June 14, 2013
4	Issue Addendum # 1	June 18, 2013
5	Bid Deadline – 2:00 PM	June 26, 2013
6	Selection Committee Meeting	June 28, 2013
7	Town Council – Ratification of Bid	July 2, 2013
8	Town Council – Award of Contract	July 16, 2013
9	Service Commencement	October 1, 2013

3. **TAXES:** The TOWN is exempt from Federal Excise and State Sales taxes. Vendors or contractors doing business with the TOWN shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the TOWN nor shall any Vendor/Contractor be authorized to use the TOWN Tax Exemption Number in securing such materials.

4. **DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
5. **MISTAKES:** Bidders are expected to carefully examine the specifications, bid prices, extensions and all instructions pertaining to this bid. **Failure to do so will be at Bidder's Risk.** In the event of mathematical error(s) the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. **Bids having erasures or corrections must be initialed in ink by the Bidder. Failure to do so will result in reject of Bid.**
6. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included by the Bidder with the Bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this Bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general conditions in this Invitation to Bid are the only conditions applicable to this Bid and the Bidder's authorized signature on the Bid Form attests to this.
7. **INTERPRETATIONS:** All Bidders shall carefully examine the Invitation to Bid documents. Any ambiguities or inconsistencies shall be brought to the attention of the TOWN in writing prior to the Bid deadline; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the documents shall be requested **in writing and received** by the TOWN by **June 14, 2013. Inquiries shall be addressed to the Town Manager.** No person is authorized to give oral interpretations of or make oral changes to the Bid. Therefore, oral explanations or instructions given by any TOWN agent before the Bid deadline are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the TOWN or any other person. Any interpretation of, or changes to, the Bid will be made in the form of a written Addendum to the Bid.
8. **CONFLICT OF INTEREST:** All Bidders must disclose within the Bid the name of any officer, director, agent or any relative of an officer, director or agent who is also an employee of the TOWN'S management staff. Further, all Bidders must disclose the name of any TOWN'S management staff employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its subsidiaries.
9. **LEGAL REQUIREMENTS:** Bidders are required to comply with all provisions of the Federal, State, County, and local laws and ordinances, rules and regulations and any TOWN rules, that are applicable to the items being Bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizant defense against the legal effect thereof.
10. **PUBLIC ENTITY CRIMES:** Pursuant to F.S. 287.133, as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity

crime may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- 11. AWARDS:** This Bid shall be awarded only to responsive and responsible Bidders, qualified to provide the services specified. As the best interest of the TOWN may require, the right is reserved to make award(s) by individual item, group of items, "ALL or NONE", or any combination thereof; to award to one or more vendors; to reject any or all Bids; to waive any minor irregularity in Bids received; and, at the TOWN's sole discretion, to request a re-Bid. Notwithstanding the above reservation of rights, the TOWN anticipates making only one award. Therefore, Bidders shall Bid on all line items for the Service Area. Bidders are cautioned to make no assumptions until the TOWN has entered into a contract.
- 12. ANTI-DISCRIMINATION:** The TOWN is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination. The successful Bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity or expression.
- 13. CONTRACTUAL AGREEMENT:** The terms, conditions, and provision in this Invitation to Bid shall be included and incorporated into any final contract. The order of precedence will be the Franchise Agreement, Invitation to Bid, and general law. Any and all legal action necessary to enforce a contract will be interpreted according to the laws of Florida. The venue of any legal action related to this contract shall be in a state court of competent jurisdiction located in Palm Beach County, Florida.
- 14. ADVERTISING:** In submitting a Bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval by the appropriate level authority within the TOWN.
- 15. FACILITIES:** The TOWN reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, with prior notice to determine that Bidder has a bona fide place of business, and is a responsible Bidder. Award recipient will be required to maintain an office in Palm Beach County in accordance with the requirements of a Franchise Agreement.
- 16. DISQUALIFICATION OF BIDDER:** Any of the following causes is considered sufficient to disqualify a Bidder and reject Bidder's proposal:
  - Interest by the same person in more than one proposal.
  - Collusion among or between Bidders. The Bidder, by affixing his signature to the Bid Form, and by executing a Non-collusive affidavit, declares that the Bid is made without any previous understanding, contract, or connection with any Town official or persons, firms, or corporations making a Bid on the same items and without any outside control,

collusion or fraud. By signing the Bid, the Bidder further declares that no Town Council member, other Town officer, or employee of TOWN's management staff directly or indirectly owns any interest in the bidding entity, nor will directly or indirectly benefit from the profits or any fees associated with this contract.

- Unbalanced proposals; that is proposals in which the price bid is out of all proportion to the other bids received.
- Lack of responsibility on the part of the Bidders. (For example, no Bidder would be considered responsible who had failed to satisfactorily carry out any previous contract with the Town).
- Lack of experience or capital on the part of the Bidder. Evidence of experience, ability, financial standing and machinery available may be required of any Bidder.
- Substantial evidence of bad character or dishonesty.
- Lack of current applicable certification and/or license for the purpose of performing the specified work.
- History of unsuccessful claims asserted by Bidder against public entities in the State of Florida, such as to establish a trend of improperly asserted claims.
- Any other cause which, as a matter of law renders the bid non-responsive or non-responsible.
- More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered.
- Reasonable grounds for believing that a Bidder is involved in more than one Bid for the same work will be cause for rejection of all Bids in which such Bidders are believed to be involved.
- Reasonable grounds for believing that Bidders, who are planning a merger or are in the process of merging with or acquiring other Bidders, are not submitted bona fide or uncompromised Bids will be sufficient cause for rejection for all Bids in which such Bidders are believed to be involved.
- Any and all compromised Bids will be rejected if there is reason to believe that collusion exists between Bidders.

**17. GOVERNMENTAL RESTRICTION:** In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered in this Bid prior to delivery, it shall be the responsibility of the Bidder to notify the TOWN at once. The TOWN reserves the right to accept the alteration or to cancel the contract at no expense to the TOWN.

**18. PUBLIC RECORDS:** Upon award recommendation any material submitted in response to this Invitation to Bid will become a "public record" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes (Public Record Law), as amended. Bidders must claim the applicable exemptions to disclosure provided by this law in their response to the Invitation to Bid by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The TOWN reserves the right to make any final determination of the applicability of the Public Records Law.

**19. DRUG-FREE WORK PLACE:** Preference shall be given to a business with Drug-Free Work Place (DFW) programs. Whenever two or more Bids which are equal with respect to price, quality, and services are received by the TOWN for the procurement of contractual

services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

- 20. FUNDING:** The obligations of the TOWN under this award are subject to the availability of funds lawfully appropriated for its purpose.
- 21. PERFORMANCE DURING EMERGENCY:** By submitting a bid, Bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, the TOWN shall be given "first priority" for all services under this contract. Bidder agrees to provide all services to TOWN during and after the emergency/disaster at the terms, conditions, and prices as provided in this solicitation and with a priority above and preference over services to the private sector.
- 22. PAYMENT:** The TOWN or its designee will be responsible for the billing and collection of payments for Residential Solid Waste Collection Service. The Contractor shall be responsible for billing and collection of payments for Special Services related to Residential Solid Waste Collection Service.
- 23. INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful Bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the TOWN. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful Bidder's sole direction, supervision, and control. The successful Bidder shall exercise control over the means and manner in which it and its employees perform the work and in all respects, the successful Bidder's relationship, and the relationship of its employees, to the TOWN shall be that of any Independent Contractor and not as employees or agents of the TOWN.
- 24. PRE-BID CONFERENCE:** There will be one MANDATORY Pre-Bid conference. The conference will be held on Wednesday, June 12, 2013 at 11:00 PM in the Central Palm Beach County Chamber of Commerce-West Office at 13901 Southern Boulevard, Loxahatchee Groves, FL 33470.

All potential Bidders must attend the mandatory pre-bid conference. All potential bidders must remain in attendance until the conclusion of the conference. The purpose of this mandatory pre-bid conference is to explain the method of selection, to provide overview of the service requirements, and to solicit comments. Potential Bidders that do not attend the conference shall be disqualified from continuing in the competition and the TOWN will not accept Bids from such disqualified Bidders.

- 25. BID BOND/SECURITY:** Each Bid must be accompanied by a Certified Cashier's Check or Surety Company Bid Bond in the amount of 2.5% of the highest amount bid by Bidder.

Failure by Bidder to execute contract documents or to provide the necessary insurance and bond documents following award, as required herein and within the time frames set forth herein, with respect to the Service Area will entitle the TOWN to retain the entire Bid deposit.

In the event a Bidder declines an award for the Service Area, the TOWN is entitled to retain the entire Bid deposit.

Checks shall be made payable to the Town of Loxahatchee Groves. Unsuccessful Bidder's Bid deposit will be returned upon execution of a contract with the successful Bidder. Under no circumstances shall the successful Bidder start work until it has supplied an acceptable performance bond. If the successful Bidder fails to supply a performance bond, as specified in the Bid, the TOWN shall be entitled to retain the Bid deposit to rectify the Bidder's unacceptable performance.

26. **INDEMNIFICATION:** The Successful Proposer shall agree to indemnify, defend and hold harmless the TOWN and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Bidder to comply with any of the requirements specified within the Contract, or the failure of the Successful Bidder to conform to statutes, ordinances, or other regulations or requirements of any Successful Bidder expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Successful Bidder, or any of its subcontractors, if applicable and as provided above, for which the Successful Bidder's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.
27. **INSURANCE:** Within ten (10) days after notification of award, the Successful Bidder shall Furnish Evidence of Insurance to the Town Manager.

Execution of a Contract is contingent upon of the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Bid, the Successful Bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Successful Bidder fails to submit the required insurance documents in the manner prescribed in this Invitation to Bid, within fifteen (15) calendar days after the Successful Bidder has been made aware of Council award, the Successful Bidder may be in default of the contractual terms and may be prohibited from submitting future Bids to the TOWN.

Information regarding any insurance requirements shall be directed to Mark Kutney, Town Manager at (561) 793-2418, and via email: [mkutney@loxahatcheegrovesfl.gov](mailto:mkutney@loxahatcheegrovesfl.gov)

Additionally, Successful Bidder may be liable to the TOWN for the cost of re-procuring the services, caused by Successful Bidders' failure to submit the require documents.

28. **BID DEADLINE AND OPENING:** Bids are due in Town Hall Offices, 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, FL 33470, by Wednesday, June 26, 2013, at 2:00 P.M. as specified in the Invitation to Bid. The Bid time must be and shall be scrupulously observed. Bids will be publicly opened at 2:30 PM, at the Central Palm Beach County Chamber of Commerce-West Office located at 13901 Southern Boulevard, Loxahatchee Groves, FL 33470.

All Bid Forms must be executed and submitted in sealed envelopes as instructed in the General Terms and Conditions. One (1) electronic (DVD) copy and Five (5) copies of your Bid Proposal and Bid Forms must be returned to the Town or your Bid may be disqualified.

The face of the main sealed envelope shall contain Bidder's name and return address, date and time of Bid opening, Bid number and title. Bids not submitted on the enclosed Bid Forms shall be rejected.

It is the Bidder's sole responsibility to assure that its Bid is complete and delivered at the proper time and place of the Bid deadline. Bids which for any reason are not so delivered will not be considered. Such Bids will be returned unopened. Offers by facsimile, telephone, or electronic means are not acceptable. A Bid may not be altered by the Bidder after the Bid deadline.

29. **DISPOSAL COST:**

- Contractor shall not bill Curbside Residential customers for disposal costs. Such costs will be part of the special assessment billed by the Town. The Contractor shall be given a disposal credit for each residential unit as calculated by the Town, and shall be paid prorated disposal costs for newly constructed residential units not included in Town's annual residential credit computation pursuant to a procedure established by the Town and Contractor. The newly constructed residential units will pay the prorated disposal costs at the time of the application for issuance of the certificate of occupancy for the newly constructed residential unit. Contractor shall pay for all solid waste disposal costs incurred for disposing of solid waste at the approved facilities. Contractor shall bill disposal charges for commercial accounts (including roll-off service) directly to the customer.
- In the event disposal costs charged to the Contractor for garbage, trash, vegetation, construction debris and recyclable materials at approved sites are increased, the rate charged for the collection of the garbage, trash, and recyclable materials may be adjusted accordingly upon proof of such increase submitted by the Contractor and upon reasonable notice to the Town and to the customers. Such increase, should the Contractor elect to dispose of materials at an approved site other than that operated by the Solid Waste Authority, the Town will not increase fees for disposal costs incurred in excess of those charged by the Solid Waste Authority. The fees or compensation payable to the Contractor for each year of the term hereof shall be adjusted on October 1<sup>st</sup> of each year.

30. **SPECIAL SERVICES COST:** The Contractor shall be responsible for billing and collection of payment for all Special Services with the Customer for the rate as specified in the Bid Form.
31. **SUBMITTAL INSTRUCTIONS:** Bidder shall make sure that all documents are signed, addenda acknowledged, and changes are initialed. All Bid Forms must be executed and submitted in sealed envelopes as instructed in the General Terms and Conditions. One (1) electronic (DVD) copy and Five (5) copies of your Bid Proposal and Bid Forms must be returned to the Town or your Bid may be disqualified.
32. **COMPETENCY TO CONTRACT:** The Bidder expressly recognizes, acknowledges and agrees that the Town of Loxahatchee Groves is a legal political subdivision; that is created by the Florida Legislature. Furthermore, the Bidder expressly admits acknowledges, and recognizes the Town's jurisdiction and ability to enter into Solid Waste and Recycling Collection Services Franchise Agreements in Palm Beach County. The Bidder hereby waives any legal causes of action regarding the Town competency and/or ability to enter into Solid Waste Collection Franchise Agreements.
33. **LOBBYING:** Bidders are advised that the TOWN's Lobbyist Registration Policy prohibits a Bidder or anyone representing the Bidder from communicating, except in writing, with TOWN Council members of staff authorized to act on behalf of the Town Council to award a particular contract regarding its bid, i.e., a "Cone of Silence."
34. **CONE OF SILENCE:** Bidders are advised that a Cone of Silence that prohibits any communication, except written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between Bidders or any person representing the Bidders and any member of the Town Council, their staff, any employee authorized to act on behalf of the TOWN to award the contract under this Bid, or any member of the selection committee authorized to evaluate the Bids is in effect.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-Bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the Town Council and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between Town staff and intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and Town staff or any written correspondence at any time with Town staff, Town Council members, or selection committee members, unless specifically prohibited by the applicable competitive solicitation process.

The Town Council by means of action taken at any properly noticed Town Council meeting may invoke the cone of silence earlier than the time specified in this section for any procurement.

35. **OFFICE OF INSPECTOR GENERAL:** Bidder is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the

negotiation and performance of this Invitation to Bid, and in furtherance thereof may demand and obtain records and testimony from the Bidder and its subcontractors and lower tier subcontractors. Bidder understands and agrees that in addition to all other remedies and consequences provided by law, failure of the Bidder or its Sub-contractors or lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this contract. Bidder shall be responsible for all costs incurred by it or the Town as a result of any investigation by the Inspector General which results in an adverse determination caused by Bidder, its subcontractors or lower tier subcontractors.

**DISQUALIFICATION FOR INACCURATE INFORMATION:** Any Bidder, who submits in its Bid to the Town any information which is determined to be substantially inaccurate, incorrect, misleading, or exaggerated, shall be disqualified from consideration.



BID NO. 2013-002

SOLID WASTE AND RECYCLING COLLECTIONS SERVICES

BID FORMS



TOWN OF LOXAHATCHEE GROVES  
RATE SCHEDULE  
EFFECTIVE OCTOBER 1, 2013

**Residential** Collection (Containerized Service)

RESIDENTIAL COLLECTION: (Per Unit) \_\_\_\_\_

Semi-Automated Solid Waste Collection \_\_\_\_\_

Automated Solid Waste Collection \_\_\_\_\_

Vegetative Collection \_\_\_\_\_

Recycling Collection \_\_\_\_\_

**Total Monthly Rate per Unit per Month** \_\_\_\_\_

MULTIFAMILY RECYCLING – (per unit) \_\_\_\_\_



## Special Services

<b>Service</b>	<b>Rate Per Service</b>
Rolled Out Commercial 95 or 101 Gallon container, with 10 or more feet per direction	
Rolled Out Container (and returning it to original location)	
Back Door Service (Residential Curbside Only)	
Opening (and closing) Door or Gates	
Locks for Containers	
Unlocking Containers	
Supplying (and retro lifting) locking mechanism or container	
Adding wheels to or changing wheels on containers	
Adding lids to or changing lids on containers	
Moving container location per customer request	
Changing out Sizes (above twice per year)	
Additional Schedule Pick-Ups for Residential Containerized Customers	
Special Service or special equipment required because of impaired accessibility	
Turn around compactors	

# BID FORM

## SOLID WASTE AND RECYCLING COLLECTION

SERVICES BID NO.2013-002

THE UNDERSIGNED BIDDER, having familiarized itself with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, HEREBY PROPOSES AND AGREES, if this Bid No. 2013-002, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

SERVICE AREA				
RESIDENTIAL	UNIT COST PER MONTH <i>(in words)</i> <span style="float: right;"><i>(numbers)</i></span>	UNIT	ESTIMATED No. UNITS ***	EXTENSION <i>(numbers)</i>
a. Solid Waste Curbside- 2x per week	DOLLARS ( \$ )	Dwelling	1167	\$
b. Solid Waste Containerized- 2x per week*	DOLLARS ( \$ )	Dwelling	1167	\$
c. Vegetative Curbside - one (1) time per week	DOLLARS ( \$ )	Dwelling	1167	\$
d. Recycling Curbside - one (1) time per week	DOLLARS ( \$ )	Dwelling	1167	\$
e. Recycling Containerized- annual average of one and one half(1-1/2) times per week	DOLLARS ( \$ )	Dwelling	1167	\$
RESIDENTIAL TOTAL MONTHLY COST				\$
				Multiply by Twelve (12) Months
				TOTAL ANNUAL RESIDENTIAL BID

\*The normal for residential Solid Waste Containerized Collection Service is two (2) times per week



**SOLID WASTE AND RECYCLING COLLECTION SERVICE**

**BID NO. 2013-002**

Bidder understands that the Town reserves the right to reject any and all Bids and to waive any informality in bidding.

By (Signature):		Date:
Name (Printed):		Title:
Company Name:		
Address:		
Contact Information:	FAX:	Office:
	Cell/Mobile	E-Mail:



BID NO. 2013-002

SOLID WASTE AND RECYCLING COLLECTIONS SERVICES

ADDENDUM ACKNOWLEDGEMENT FORM



**ADDENDUM ACKNOWLEDGMENT FORM**

**SOLID WASTE AND RECYCLING COLLECTION SERVICES**

**BID NO. 2013-002**

<b>ADDENDUM NO.</b>	<b>INITIALS CONFIRMING RECEIPT</b>

**IMPORTANT:** This form is to be submitted in the Bid Envelope. Failure to do so, subjects Bidder to a determination of Non- Responsiveness.

Name of Bidder: \_\_\_\_\_



BID NO. 2013-002

SOLID WASTE AND RECYCLING COLLECTIONS SERVICES

ADDITIONAL FORM

**Certification Form (Page 1 of 4)**

**CERTIFICATE OF AUTHORITY**

(IF CORPORATION)

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Board of Directors of the \_\_\_\_\_  
\_\_\_\_\_

A corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, \_\_\_\_\_, 20\_\_\_\_, to the Town of Loxahatchee Groves and this corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.**

**Certification Form (Page 2 of 4)**

**CERTIFICATE OF AUTHORITY**  
(IF PARTNERSHIP)

STATE OF                    )  
                                  ) SS:  
COUNTY OF                )

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_

Organized and existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20 \_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and is hereby authorized to execute the Proposal dated, \_\_\_\_\_ 20 \_\_\_\_\_, to the Town of Loxahatchee Groves and this partnership and that their execution thereof, attested by the \_\_\_\_\_ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.**

**CERTIFICATE OF AUTHORITY**

(IF JOINT VENTURE)

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Principals of the \_\_\_\_\_

Organized and existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_ as \_\_\_\_\_ of the Joint Venture be and is hereby authorized to execute the Proposal dated, \_\_\_\_\_ 20\_\_\_\_, to the Town of Loxahatchee Groves and this Joint Venture and that their execution thereof, attested by the \_\_\_\_\_ shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.**

**Certification Form (Page 4 of 4)**

**CERTIFICATE OF AUTHORITY**

(OTHER)

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
(Signer's Name) (Title)

\_\_\_\_\_  
(Name of Entity)

An entity lawfully organized and existing under the laws of the State of \_\_\_\_\_, the following Resolution was duly passed and adopted on \_\_\_\_\_ day of \_\_\_\_\_, 2013.

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of  
(Signer's Name) (Title)

\_\_\_\_\_  
(Name of Entity)

In accordance with all of its documents of governance and management and the laws of the State of

\_\_\_\_\_ is empowered and authorized on behalf of \_\_\_\_\_  
(Name of Entity)

To execute the Bid Proposal dated, \_\_\_\_\_, 20\_\_\_\_, to the Town of Loxahatchee Groves and \_\_\_\_\_ and that their execution  
(Name of Entity)

Thereof, attested by the Secretary of the \_\_\_\_\_  
(Name of Entity)

,and with the Official Seal affixed, shall be the official act and deed \_\_\_\_\_  
(Name of Entity)  
\_\_\_\_\_."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of

\_\_\_\_\_, this \_\_\_\_\_, day of \_\_\_\_\_, 2013.  
(Name of Entity)

Secretary: \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.**

## **Indemnification and Insurance**

### INDEMNIFICATION

Successful Proposer shall indemnify, defend and hold harmless the Town and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Proposer or its employees, agents, or subcontractors (collectively referred to as "Proposer"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Proposer to comply with any of the provisions in the Contract or the failure of the Successful Proposer to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Contract. Successful Proposer expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the Successful Proposer's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

Successful Proposer further agrees to indemnify, defend and hold harmless the Indemnities from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, in any way related, directly or indirectly, to Successful Proposer's performance under the Contract, compliance with which is left by the Contract to the Proposer, and (ii) any and all claims, and/or suits for labor and materials furnished by the Successful Proposer or utilized in the performance of the Contract or otherwise.

Where not specifically prohibited by law, Successful Proposer further specifically agrees to indemnify, defend and hold harmless the Indemnities from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to, connected with or growing out of the performance or non-performance of the Contract which is, or is alleged to be, caused in part (whether joint, concurrent or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnities. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.

The Successful Proposer shall furnish to Town of Loxahatchee Groves, c/o Town Manager, 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470, Certificate(s) of Insurance prior to contract execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Proposer as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. TOWN must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than statutory combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Successful Proposer.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide or acceptance of insurance company which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

**Indemnification and Insurance (cont.)**

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the Successful Proposer of his liability and obligation under this section or under any other section of this Agreement.

The Successful Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Proposer.

**--If insurance certificates are scheduled to expire** during the contractual period, the Successful Proposer shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of ten (10) calendar days in advance of such expiration.

**--In the event that expired certificates are not replaced** with new or renewed certificates which cover the contractual period, the Town shall:

- A) Suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed in the Invitation to Bid.
- B) The Town may, at its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Successful Proposer in conjunction with the violation of the terms and conditions of the Contract.

The undersigned Proposer acknowledges that (s)he has read the above information and agrees to comply with all the above Town requirements.

Proposer: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Company name)

Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE**

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES

(To be signed in the presence Of a notary public or other officer authorized to administer oaths.)

STATE OF FLORIDA  
\_\_\_\_\_ COUNTY

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer \_\_\_\_\_

Business address \_\_\_\_\_

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that “convicted” or “conviction” is defined by the statute to mean 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 a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) and 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, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

**Please mark the appropriate paragraph below:**

\_\_\_\_\_ Neither the proposer, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the proposer or contractor nor any affiliate of the proposer or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ There has been a conviction of a public entity crime by the proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the proposer or contractor who is active in the management of the proposer or contractor or an affiliate of the proposer or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative

Sworn Statement (cont.)

Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_.

**Sample Affirmative Action Policy**  
*For Equal Employment Opportunity*

**AFFIRMATIVE ACTION/  
EQUAL EMPLOYMENT OPPORTUNITY - POLICY STATEMENT**

It is the policy of **(Company Name)** to base its hiring and promotions on merit, qualifications and competency and that its personnel practices will not be influenced by an applicant's or employee's race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

One of the management duties of all principals at **(Company Name)** is to ensure that the following personnel practices are being satisfied:

1. Take every necessary affirmative action to attract and retain qualified employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.
2. Maintain equitable principles in the recruitment, hiring, training, compensation and promotion of employees.
3. Monitor and review personnel practices to guarantee that equal opportunities are being provided to all employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

**(Company Name)** is committed to take affirmative action and aggressively pursue activities that will serve to enable all employees and applicants opportunities available throughout this organization.

Clearly, the above actions cannot be accomplished as a secondary duty for any individual, despite the full support of management. And so, to monitor our efforts, **(Company Name)** has assigned one of its principals as the Affirmative Action Director to monitor all activities of this program.

Employees may contact (Name of assigned principal) at (telephone number) regarding this Affirmative Action Policy.

DATE: \_\_\_\_\_

(SIGNATURE/TITLE): \_\_\_\_\_

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.**



## ***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 dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and 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 proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (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 plea 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 abuse 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 this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

*Bidder's Signature*

Date



BID NO. 2013-002

SOLID WASTE AND RECYCLING COLLECTIONS SERVICES

BID BOND/SECURITY



## **BID BOND / SECURITY**

### **BID NO. 2013-002**

Each Bid must be accompanied by a Certified Cashier's Check or Surety Company Bid Bond in the amount of 2.5% of the highest amount bid by Bidder.

Failure by Bidder to execute contract documents or to provide the necessary insurance and bond documents following award, as required herein and within the time frames set forth herein, with respect to the Service Area will entitle the TOWN to retain the entire Bid deposit.

In the event a Bidder declines an award for the Service Area, the TOWN is entitled to retain the entire Bid deposit.

Checks shall be made payable to the Town of Loxahatchee Groves. Unsuccessful Bidder's Bid deposit will be returned upon execution of a contract with the successful Bidder. Under no circumstances shall the successful Bidder start work until it has supplied an acceptable performance bond. If the successful Bidder fails to supply a performance bond, as specified in the Bid, the TOWN shall be entitled to retain the Bid deposit to rectify the Bidder's unacceptable performance.



BID NO. 2013-002

SOLID WASTE AND RECYCLING COLLECTIONS SERVICES

SERVICE AREA MAP



## Check List

### Submitted with Proposal

Bid Acknowledgement Cover Page

This form must be completed, signed and returned with Proposal      YES\_\_\_\_\_

Bid Proposal Form

This form must be completed, signed and returned with Proposal      YES\_\_\_\_\_

Municipal Proposal Form

This form must be signed and returned with Proposal      YES\_\_\_\_\_

Proposal Verification Form

This form must be completed, signed and returned with Proposal      YES\_\_\_\_\_

Equipment Listing Form

This form must be completed and returned with Proposal      YES\_\_\_\_\_

Certificate of Authority

This form must be completed, signed, and returned with Proposal      YES\_\_\_\_\_

Insurance Requirements

Acknowledgement of receipt of information on the insurance for  
this Request for Bid must be signed and returned with Proposal      YES\_\_\_\_\_

Affirmative Action Policy for Equal Employment Opportunity

Submit Sample      YES\_\_\_\_\_

Non Collusive Affidavit

This form must be completed, signed and returned with Proposal      YES\_\_\_\_\_

Business License

All responses shall be accompanied by a copy of your current  
License(s), if applicable      YES\_\_\_\_\_

Complete Bid Proposal with all required forms and attachments.

YES\_\_\_\_\_