

WORK SUMMARY

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PART 1 – GENERAL

1.01 – WORK BY CONTRACTOR

A. The “FY 2024-25 Commercial Solid Waste Collection and services” located at 202 E Main Street, Dundee Florida 33838 Includes a complete cost for collection of the Town of Dundee’s Commercial Solid Waste and Collection Services. The Bidder must supply a total cost for Dumpsters and 95-gallon Carts with a purposed collection schedule. With a list of employees and trucks that will be assigned to the routes.

B. EXPERIENCE AND HISTORY

- Include an introduction that clearly demonstrates a comprehensive understanding of the Proposer of the objective and scope of this RFP.
- Provide a description and history of the firm focusing on experience.
- State the number of years the company has been in business.
- Demonstrate the firm’s current capacity and current expertise with commercial solid waste collection. Bidders must have a minimum of three (3) years’ experience in commercial solid waste collection. Evidence in form and substance satisfactory to the Town that the business has operated as a going concern in refuse collection and disposal must be included with the bid.
- Provide at least three (3) references for which your company has provided commercial solid waste services, including contact names, addresses, telephone numbers, and e-mail addresses. References may or may not be contacted during the bid process.

C. PERSONNEL AND EQUIPMENT

- The respondent must be able to provide sufficient staff to meet the RFP requirements. Provide a statement of how your company meets this RFP requirement:

- A list of the minimum number of employees in each type of position that will support this contract must be included, to include two (2) drivers, one (1) account receivable, and one (1) local project manager.

- Provide an organizational chart, resumes and summary of key staff qualifications.

- A designated representative that is readily available by telephone and/or email to handle all invoicing concerns, questions, and adjustments.

- A designated local project manager that is readily available by telephone, cell phone and/or email to handle all concerns and questions regarding service calls.

- Bids shall provide an adequate number of vehicles for commercial collections services. The Town requires one (1) front load garbage truck for Front Load Dumpsters that is less than 7 years old and (1) Asl, rear loader truck for 95gallon totes. The vehicle must be available for use on the first day of the contract, **TBA**. Evidence in the form of registration and VIN# or a lease agreement for the length of the Town's contract must be given to the Town within 48 hours after the notification to the potential lowest responsible bidder. Failure to produce these documents within the allotted time frame will disqualify the bidder.

- The Town requires a second front load truck In the event of equipment failure to the primary truck. Evidence in the form of registration and VIN; a lease agreement for the length of the Town's contract; or a notarized statement from the truck owner stating that they will give your company access to a front load truck as a backup must be given to the Town within 48 hours after the notification to the potential lowest responsible bidder. Failure to produce these documents within the allotted time frame will disqualify the bidder.

- The bidder must provide a detailed strategy plan that explains how your company will guarantee continued service in the event of multiple equipment failures and/or employee shortages.

- The Town currently has approximately 98 dumpsters that require one (1) to six (5) pickups per week. All solid waste dumpsters shall be slant top, front load containers with black plastic lids and plugs, or flat top with side doors. All dumpsters shall be kept in good operating condition and painted at all times. Evidence in the form of a notarized statement of current ownership or a commitment letter from the vendor guaranteeing delivery to your firm no later than **TBA** must be included in this bid. Bidder must also provide 95-gallon totes to the commercial accounts that currently have totes and not dumpsters.

- 95-gallon totes quantity – 62 regular totes

- Dumpster Sizes and quantity -

- 2yard – 21

- 4yard – 35

- 6yard – 16

- 8yard - 26

- Provide a statement as to whether the proposer typically hires other individuals or subcontracts with other firms and provide a statement as to what type of situation would dictate this action. Any use of subcontractors must have prior approval by the Town.

D. RESPONSIVENESS TO RFP

- Proposers shall provide a narrative statement that illustrates their understanding of the requirements of the project.
- Proposals shall include the complete name and address of their firm and the name, mailing address, email address, and telephone number of the person the Town should contact regarding the proposal.
- The proposers shall confirm that the firm will comply with all the provisions in this RFP and that the firm is not currently involved in official reorganization or bankruptcy proceedings. The Proposer must be authorized or have the ability to transact business in the State of Florida. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.
- Proposers shall provide a sample invoice with their bid.

E. SCOPE OF SERVICES

To routinely service commercial dumpsters within the Town limits of Town of Dundee in accordance with the needs of the Town's customers.

- Any agreement between the Town and the commercial solid waste company will include fixed pricing based on dumpster sizes and number of pickups per week.
- The contractor shall provide and maintain ownership of commercial dumpsters supplied to the customers.
- The following shall be holidays for purposes of this contract:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
- If a customer's normal collection day falls on a scheduled holiday, then the customer's commercial waste will be picked up one day later in that particular week.
- All complaints by customers shall be made to the Town. In turn, the Town will contact the contractor who will provide prompt and courteous attention. In the case of alleged missed scheduled collections, the contractor shall investigate and if such allegations are verified, shall arrange for the collection of the refuse within 24 hours after the complaint is received. If a problem continues to exist, the Public Works Director shall investigate.
- Responses to new service request, change in size of dumpster, extra pickups, or replacement of damaged dumpster shall be made within 48 hours after the request is received by the contractor.

- All refuse, once picked up by the contractor, shall become the sole property of the contractor. Refuse hauled by the contractor shall be so contained, tied or enclosed that leaking, spilling, blowing out, or any other loss thereof shall be prevented, and in the case of any loss, shall be quickly recovered by the contractor.
- All refuse collected for disposal by the contractor shall be transported to a State/ County approved disposal site.
- All solid waste dumpsters shall be slant top, front load containers with black plastic lids and plugs. All dumpsters shall be kept in good operating condition and painted at all times.
- The Town will not accept any rear load dumpsters.
- The contractor shall conduct operations under this contract in compliance with all applicable local, State and Federal requirements to include, but not limited to FDEP and EPA.
- Bidders shall be deemed an independent contractor as to all work required and not an agent or employee of the Town.

F. TERMS/CONTRACT

The following are some of the major points within the proposed contract. Please refer to the attached contract for full terms and conditions.

- **TERMS OF CONTRACT** - The term of this contract will be for a period of three (1) years beginning **TBA** and ending **TBA**. If the contractor is not in default of the terms of this service agreement, contractor has the option of one (1)One-year renewal (if agreeable to the Town). The option period, if exercised, shall be by contractor delivery to the Town not less than six (6) months prior to the expiration of the contract term, the contractor's written notice of intent to renew. Contact must provide the Town with the freedom to exit the contract with a written notice for no less than a period of 60days.
- **RATES** - Disposal costs. In the event that tipping fees increase, the Town and contractor may renegotiate appropriately the rates on the Bid Form. Such renegotiation will only take place upon the contractor's written notice to the Town of Dundee. The contractor shall not charge for lock bars requested by customers.
- **BILLING** - The contractor will bill the Town on the 1st of each month for services performed during the previous month. The Town shall pay the contractor in full within 30 days of receipt of a valid invoice regardless of whether or not the Town collects such monies from the customers serviced. All invoices will be in a format acceptable to the Town. The contractor shall not service any dumpsters without express consent from the Town of Dundee. Payment for additional services may not be made if the services were not requested by the Town of Dundee's Sanitation Department prior to the date of services.
- **TRANSITION PERIOD** - In the event that the awarding contractor is a different contractor from the current provider, there will be a 5-week transition period for replacement of the dumpsters currently owned and maintained by current contractor. The new contractor will be expected to work closely with Public Works and Town Administration to ensure no interruption of service to the Town's existing customers. The transition period will begin **TBA**.

- **PERFORMANCE BOND** - Simultaneously, with delivery of the executed contract, the Contractor shall furnish a surety bond as security for faithful performance of this contract. The surety on such bond shall be duly authorized by a surety company satisfactory to the City and be in the amount of \$200,000.

1.02 – CONTRACTOR USE OF SITE

- A. The Contractor will not work on or keep his equipment on any private property without the permission of the property owner involved. The Contractor, during the construction period may leave their rollers, paver, and other essential equipment on adjacent streets as long as no private driveways are blocked and all equipment is marked with reflective barricades. The Contractor shall be responsible for damages to any private property including trees, curbs, mailboxes, private yards and street signs. The Contractor shall not prime or resurface over any mud, dirt, paper or rock. All heavy accumulations shall be removed by the Contractor at his expense. No asphalt shall be placed in the rain or when the temperature is below 55°F.
- B. The Contractor shall be responsible for locating and securing required storage and/or staging areas.
- C. It shall be the Contractors responsibility to obtain a water construction meter for any water that may be needed on this project.
- D. All surfaces shall be swept clean after the completion of the work. Sweeping shall include the removal of mud, dirt, rocks, debris, and may require scraping. The sweeping must pick up the debris from the surface and not merely blow it onto adjacent yards. Payment will be on a lump sum basis for the estimated length of street paving.

1.03 – SEQUENCE OF WORK

- A. The Town of Dundee reserves the right to determine what locations will be completed and in what order.

PART 2 – PRODUCTS

All products and material shall meet or exceed all specifications shown on the drawings and in written form or required by the Town of Dundee.

PART 3 – CONTRACT CLOSEOUT

1.1 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.
- B. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

1.2 FINAL CLEANING

- A.** Execute final cleaning prior to final inspection.
- B.** Clean surfaces exposed to view, remove stains and foreign substances.
- C.** Clean disturbed portions of site, sweep paved areas, rake clean landscaped surfaces.
- D.** Remove waste and surplus materials, rubbish and construction facilities from the site.

1.3 ADJUSTING

- A.** Adjust operating products and equipment to ensure smooth and unhindered operation.

1.4 WARRANTIES

- A.** All work, materials, and workmanship shall be warranted for a minimum of one calendar year from the date of acceptance by the Town of Dundee.



BID FORM

FY 2024-2025 Commercial Solid waste and services

RETURN DATE:

RETURN TO:

Office of the Town Clerk

Attn: RFP 25-XX

Town of Dundee

P.O. Box 1000

202 East Main Street

Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
			TOTAL (\$)	

Bid Alternate

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1.				
2.				

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: _____

Company Address: _____

Company City: _____ State: _____ Zip: _____

Company Phone Number: _____ Fax Number: _____

Authorized Representative: _____

Signature: _____ Date: _____

Print Name: _____ Phone Number: _____

Title: _____

NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.

EXHIBIT – A

EXHIBIT – B

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name _____

Signature _____ Date: _____

Printed Name _____

Title _____

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20 ____

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ___ Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I _____ (“Affiant”), being first duly sworn, deposes and says that:

- (1) Affiant is _____ (insert job title) of _____ (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20 ____

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ____ Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

CERTIFICATION OF DRUG-FREE WORKPLACE

I _____ (“Undersigned”), certify that:

- (1) Undersigned is _____ (insert job title) and duly authorized to act on behalf of the Contractor _____ that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
 - (a) 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.
 - (b) 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.
 - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
 - (d) In the statement specified in subsection (a), 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 of the Florida Statutes 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.
 - (e) 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.
 - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Contractor, _____, acknowledges, understands, and complies fully with the above requirements.

DATE: _____ NAME OF ENTITY: _____

PHONE/FAX: _____

ADDRESS: _____

SIGNATURE: _____

PRINT NAME: _____

SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: _____

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.