

The City of Lake Worth



REQUEST FOR PROPOSALS

RFP NO. 15-203

ROLL-OFF SERVICES FOR COMMERCIAL AND RESIDENTIAL



Where the Tropics Begin



Where the Tropics Begin

FINANCE OFFICE
7 North Dixie Hwy.
Lake Worth, FL 33461
TEL: 561-586-1651
FAX: 561-586-750

RFP NO. 15-203

ROLL-OFF SERVICES FOR COMMERCIAL AND RESIDENTIAL

The City of Lake Worth is seeking proposals from licensed, qualified providers of roll-off services in the State of Florida to perform the services described herein to all commercial and residential customers within the City of Lake Worth.

Time is of the essence and any proposal received after **3:00 p.m., August 14, 2015**, whether by mail or otherwise will be returned unopened. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by Finance office personnel by the deadline indicated. The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the responding firm including without limitation any and all costs and fees related to a protest.

Interested parties may obtain a copy of the RFP from our website at www.lakeworth.org or by contacting the Finance Office at (561) 586-1654. All proposals must be hand-delivered or mailed to:

City of Lake Worth
Finance Office
7 North Dixie Hwy
Lake Worth, FL 33461

ENVELOPE MUST BE IDENTIFIED AS RFP # 15-203.

BY: *Hint Dage*
Finance Office

PUBLISHED: Palm Beach Post
July 19, 2015

GENERAL INFORMATION

1. PROJECT OBJECTIVE

The City of Lake Worth is seeking proposals from licensed, qualified providers of roll-off services in the State of Florida (hereinafter referred to as “proposer” or “contractor”), to perform the services described herein, to all commercial and residential customers within the City of Lake Worth.

The City of Lake Worth is comprised of approximately 7 square miles, with a population estimated between 35,000 and 38,000. Currently, the City Refuse Division provides all roll-off services. It has been determined, however, that it would be in the best interest of the City to execute an exclusive contract with one provider. The return expectation of utilizing this one provider is an increased level of service and savings to our commercial companies and residents, as the awarded firm will greatly increase its potential customer base.

It is the City's intention to afford the selected contractor an exclusive thirty-six (36) month contract (franchise agreement), commencing no later than November 1, 2015 with the option of renewal for two (2) additional twelve (12) month periods. Option for renewal will only be exercised upon mutual written agreement and with all terms and conditions remaining adhered to with no deviations. Pricing will be negotiated with the City at the end of the initial term and may be adjusted according to the Consumer Price Index (CPI) or other supporting documentation to justify an increase in rate.

While the City intends that the selected contractor shall be granted the right to be the sole contractor for roll-off services (residential and commercial) in the City, however, the City and its subsidiaries reserve the right to perform their own roll-off services.

As with any multi-year contract, funding for work beyond the current fiscal year (ending 9/30/15) is subject to the availability and appropriation of funds (as applicable).

The City will use the same, or substantially the same, procedure as shown below, to notify all potential users in the City of Lake Worth as to how to order the roll-off services:

The City will annotate the name, contact information and pricing schedule of the selected contractor / approved franchise hauler on the required permit issued by the Building Department. Use of any other hauler other than the selected contractor / approved franchise hauler will result in a stop-work order, fine, and/or penalty.

The City may use other means to advertise the commencement of the exclusive franchise agreement with the selected contractor / approved franchise hauler through the issuance of public notices, flyers, postings on the City webpage, and other forms of communication to the public.

The selected contractor must provide the required services in a manner consistent with standard industry practices; applicable law; and, practices approved for Palm Beach County, Florida. The selected contractor will be responsible for all disposal fees and for insuring that all debris is disposed of in a proper and lawful manner.

In the performance of the services, the selected contractor will agree:

- To perform the required services in accordance with the standards consistent with applicable industry practices and those in Palm Beach County, Florida.
- To provide a monthly payment by the 15th of each month to the City of Lake Worth

for the prior month's franchise fee, calculated as agreed, prior to the execution of any contract pursuant to this service.

- To provide a statement with the monthly invoice, reflecting the number and types of services which were performed during that billing period, to include the drop-off rate for each service and the drop-off and pick-up dates associated with each service rendered to commercial and residential customers within the City of Lake Worth.
- To be responsible for having and maintaining all necessary equipment and tools to perform the services, although some equipment may be provided by the City.
- To assign one Point of Contact (POC) as the representative of the contractor for all issues regarding service, customer service, invoicing, late payments, etc.

2. SUBMITTAL OF PROPOSALS

Interested contractors are invited to submit a complete proposal for consideration. The proposal must address the items requested, clearly and concisely. The City intends to negotiate a contract for these services upon selection of the contractor that best satisfies the evaluation criteria.

Time is of the essence and any proposal received after **3:00 p.m., August 14, 2015**, whether by mail or otherwise will be returned unopened. The City will in no way be responsible for delays caused by any occurrence. Proposals shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail. Each envelope will be stamped by Finance office personnel with the date and time received. The time of receipt shall be determined by the time clock located in the Finance office. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by Finance office personnel by the deadline indicated. At the designated time and place, the City Finance official or designee will record the proposals for the record.

The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the responding contractor including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this RFP constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this RFP. All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the company. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.

3. REGISTRATION

Each contractor seeking to submit a proposal is requested to **register** with the Procurement Office in order to receive any addenda to this RFP. Please complete the Registration form attached as **Exhibit "B"** and mail, fax or e-mail to the Procurement Office at the address noted below on or before **5:00 p.m., July 31, 2015**. It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any firm or Proposer not registered for this RFP with the City.

City of Lake Worth
Procurement Office
7 North Dixie Highway
Lake Worth, FL 33461
Fax: 561-586-1750
hdarge@lakeworth.org

4. CHANGES AND INTERPRETATIONS

Changes to this RFP will be made by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

All questions regarding this RFP should be submitted in writing via mail, fax or e-mail and must be received by the above noted Purchasing Agent not later than ten (10) calendar days prior to the due date for proposals. All questions will be answered via addenda. If a question is not answered, the Proposer should assume all relevant information is contained within this RFP. The City will attempt to not issue any addenda within three (3) business days of the due date of proposals; however, the City reserves the right to issue any addenda at any time prior to the due date and time of proposals.

5. PROPERTY OF THE CITY

All materials submitted in response to this RFP become the property of the City. The City has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.

6. RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

- Registration Form Due July 31, 2015, before 5:00 PM
- Questions from Potential Proposers Due August 7, 2015
- Issue Addendum (if necessary) August 10, 2015
- Proposal Response Due August 14, 2015, 3:00 PM

Proposal selection and contract negotiations to follow.

The City reserves the right to amend the anticipated schedule as it deems necessary.

7. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the deadline to submit a response to this RFP. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Proposers are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process.

8. ETHICS REQUIREMENT

This RFP is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Proposers are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Proposer coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this RFP.

9. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. In its sole discretion, the City may determine the qualifications and acceptability of any firm or firms submitting proposals in response to this RFP. Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer' affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

10. CONTRACT AGREEMENT / COMPENSATION

The terms and conditions of the resulting contract for the services to be rendered will be negotiated with successful Proposer. If the City and the successful Proposer cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful Proposers and move to the next ranked Proposer to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Proposer that best meets the needs of the City.

While the City anticipates awarding one contract, the City reserves the right to award to more than one proposer if it is in the best interests of the City.

The City will reserve the right to terminate the resulting contract at its convenience upon thirty (30) days' notice.

11. INSURANCE REQUIREMENTS

Prior to execution of the resulting contract derived from this RFP, the awarded contractor shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

- A. The firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.
- B. The firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- C. The firm shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the firm or by anyone directly or indirectly employed by the firm.

All insurance, other than Workers' Compensation, to be maintained by the firm shall specifically include the CITY as an "Additional Insured".

12. PERFORMANCE and PAYMENT BOND

The selected contractor shall furnish to the City, prior to the commencement of services, a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of \$5,000,000 which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Said bonds shall be subject to the approval by the City.

13. EVALUATION AND AWARD

The City assembles an Evaluation Committee to evaluate the proposals from Proposers. The Evaluation Committee will convene for a public meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the City Commission. The Procurement Agent will notify all submitting Proposers and advertise the Evaluation Committee meeting in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City. The selected proposer will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Procurement Office.

Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced proposer, and the City reserves the right to award the contract to the proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City (consistent with the evaluation criteria). The City shall be the sole judge of the proposals and the resulting agreement that is in its best interest and its decision shall be final.

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

At its sole option, for larger or more complex studies or projects, the City may select the top three to five Proposers and require brief presentations from each Proposer before making the final selection. This requirement is at the sole discretion of the City.

While the City allows Proposers to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City.

Evaluation Scoring Criteria:

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting).

<u>Criteria</u>	<u>Available Points</u>
Prior experience with operations of similar size, complexity, and nature of services to be provided (including required licenses)	10
Past record of performance with the City (if any)	10
Availability of qualified personnel based upon workload	10
Proximity of the principal office to City of Lake Worth	10

Financial responsibility	10
Approach to performing the tasks described in the Scope of Services	10
City, municipal, or other government experience	10
Estimated franchise fee proposed	10
Drop-off Charges proposed	10
Number of days between drop-off and pick-up proposed	10

14. PROPOSAL FORMAT

Each proposer shall submit **one (1) original, four (4) copies** in a clear, concise format, on 8 1/2" x 11" paper, in English. Each tabbed set shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement. **Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.**

Only one proposal may be submitted by each Proposer.

Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

A. Letter of Transmittal (not to exceed three pages)

This letter will summarize in a brief and concise manner the following:

- General summary of Proposer's business operation; location of principal office; how long in business; general approach to the requested services; and, why the Proposer should be selected.
- Proposer's understanding of the scope of services and any legal limitations on such services.
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the proposer must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The contractor identified on the Letter of Transmittal will be considered the primary contractor.

- If more than one contractor is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc., shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Proposers shall make their own independent evaluation of the requirements of the state law. The City will not consider submittals that identify a joint partnership to be formed.

B. Addenda (unlimited pages)

This section shall include a statement acknowledging receipt of each addendum issued by the City. Proposer is responsible for visiting the City's website to view and obtain addendum.

C. References (form attached).

Proposers shall provide a minimum of three (3) references on the form provided demonstrating their experience & skill in the provision of services. Prior experience & skill with the City, other Florida municipalities or other governmental entities is desirable. Proposers are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

D. Proof of Licenses (unlimited)

Proposers shall provide proof of required licenses & certificates for the scope of services to be performed. This shall include:

- Proof of all applicable licenses for services to be rendered (including registration with State of Florida Division of Corporations if applicable);
- Proof of additional certifications (as applicable);
- Statement or proof of required insurance; and,
- Proof of firm's Business Tax Receipt (as applicable).

E. Evidence of Ability to Deliver on Time (limited to two pages plus resumes)

Proposers shall provide a two-page summary regarding their ability to deliver the requested services in a specific timeframe. Information regarding dedicated staff and current workload should be provided. Resumes of key personnel should also be included. Resumes should not exceed two-pages per person. Resumes should include a description of:

- Training, education and degrees.
- Related experience and for whom.
- Professional certifications, licenses and affiliations.

F. Price Proposal (form attached)

Each Proposer must provide a price proposal by utilizing the attached form.

*The franchise fee as proposed and accepted shall not decrease during the initial 3 year term of the negotiated agreement.

G. Financial Qualifications, Litigation and/or Terminations (unlimited)

Proposers should provide a summary of any litigation filed against the proposer in the past five (5) years which is related to the services sought in this RFP and that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. *If none, state as such.*

Proposers shall also state if the proposer has had a contracts for the services sought in this RFP which were terminated for default, non-performance or delay, in the past five (5) years. Proposers shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. *If none, state as such.*

15. REPRESENTATIONS BY SUBMITTAL OF PROPOSALS

By submitting a proposal, the Proposer warrants, represents and declares that:

A. Person(s) designated as principal(s) of the Proposer are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.

B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.

C. The Proposer understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Proposer.

D. By signing and submitting a proposal, Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth for 36 months following the date of being placed on the convicted firm list. Proposer certifies that submittal of its proposal does not violate this statute.

F. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of proposal information to third parties.

16. PROTESTS

Any actual Proposer who is aggrieved in connection with this RFP may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. A complete copy of the City's procurement code is available on- line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

17. EXHIBITS

This RFP consists of the following exhibits (which are incorporated herein by reference):

- A. Exhibit "A" Registration Form (should be submitted)
- B. Exhibit "B" Proposer Information Form (must be submitted)
- C. Exhibit "C" Drug Free Workplace Form (must be submitted)
- D. Exhibit "D" References (must be submitted)
- E. Exhibit "E" Price Proposal (must be submitted)

18. COMPLIANCE

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Proposer believes its proposal contains exempt or confidential information, the Proposer must identify the same at the time of submission of its proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

END OF GENERAL INFORMATION

EXHIBIT "A"

**ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203**

REGISTRATION FORM

Proposers should complete and return this form to the Finance office prior to 5:00 P.M. EST, July 31, 2015, in order to receive any addenda(s) issued for this RFP.

It is the responsibility of the Proposer to ensure its receipt of all addenda.

Name of Company: _____

Contact Person: _____ Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone (_____) _____ Fax (_____) _____

E-Mail Address: _____

Preferred Method of Receipt: Fax E-Mail

EXHIBIT "B"

**ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203**

RESPONDENT INFORMATION PAGE

Company Name: _____

Authorized
Signature:

Signature

Print Name

Title:

Physical
Address:

Street

City

State

Zip Code

Telephone:

_____ Fax: _____

Email Address:

Web Site (if applicable):

Federal Identification Number:

This is a requirement of every respondent.

EXHIBIT "C"

**ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203**

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(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 under proposal 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 proposal, 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 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 this statement on behalf of _____, I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

EXHIBIT "D"

**ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203**

REFERENCES

List below or on an attached sheet similar references per the RFP requirements for providing roll-off services for commercial and residential. Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past three (3) years** provided services. (THIS FORM MAY BE COPIED).

#1 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (_____) _____ Fax: (_____) _____

Contact Person Name: _____ Title: _____

Description of services: _____

Project Location: _____

Completed On Time: Yes _____ No _____ Reason: _____

Completed Within Budget: Yes _____ No _____ Reason: _____

#2 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (_____) _____ Fax: (_____) _____

Contact Person Name: _____ Title: _____

Description of services: _____

Project Location: _____

Completed On Time: Yes _____ No _____ Reason: _____

Completed Within Budget: Yes _____ No _____ Reason: _____

#3 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (_____) _____ Fax: (_____) _____

Contact Person Name: _____ Title: _____

Description of services: _____

Project Location: _____

Completed On Time: Yes _____ No _____ Reason: _____

Completed Within Budget: Yes _____ No _____ Reason: _____

#4 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (_____) _____ Fax: (_____) _____

Contact Person Name: _____ Title: _____

Description of services: _____

Project Location: _____

Completed On Time: Yes _____ No _____ Reason: _____

Completed Within Budget: Yes _____ No _____ Reason: _____

EXHIBIT "E"

**ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203**

PRICE PROPOSAL

COMMERCIAL Roll-Off:

Drop off charges associated with the following size containers:

- A. 10 cyd per _____ \$ _____
- B. 20 cyd per _____ \$ _____
- C. 30 cyd per _____ \$ _____
- D. 40 cyd per _____ \$ _____

Franchise fee, expressed as one of the following:

- A. Fixed percentage of gross receipts for the service month
_____ % \$ _____
- B. Fixed percentage of net receipts for the service month
_____ % \$ _____

Number of days roll-off container will remain on-site between pickups _____ days

RESIDENTIAL Roll-Off:

Drop off charges associated with the following size containers:

- A. 10 cyd per _____ \$ _____
- B. 20 cyd per _____ \$ _____
- C. 30 cyd per _____ \$ _____
- D. 40 cyd per _____ \$ _____

Franchise fee, expressed as one of the following:

- A. Fixed percentage of gross receipts for the service month
_____ % \$ _____
- B. Fixed percentage of net receipts for the service month
_____ % \$ _____

Number of days roll-off container will remain on-site between pickups _____ days

• Other Fees:

- A. _____ per _____
- B. _____ per _____
- C. _____ per _____

- Roll-off container can be delivered/picked up within _____ hours after receipt of order, for Commercial service.
- Roll-off container can be delivered/picked up within _____ hours after receipt of order, for Residential service.
- Call Center number to call when placing order: _____

Name of Firm: _____

HQ Address: _____ ST _____ Zip _____

FEIN: _____ State Incorporated _____

Phone: (____) _____ Email: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Service Office: _____ ST _____ Zip _____

Main Contact Name: _____ Title: _____

Phone: (____) _____ Email: _____

Attach Copies:

State License # _____ County License # _____

Type of License(s): _____

IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK THE WEBSITE FOR ANY FINAL DOCUMENTS AND ADDENDUMS BEFORE SUBMITTAL (WWW.LAKEWORTH.ORG).

THIS RESPONSE MUST BE SIGNED BY A PERSON AUTHORIZED TO ACT FOR THE COMPANY IN HIS/HER OWN NAME.