

CITY OF LAKE BUTLER
LAKE BUTLER, FLORIDA

INVITATION TO BID

#2025-01

Residential, Commercial
Collection, Disposal of Solid Waste

CITY OF LAKE BUTLER LAKE BUTLER, FLORIDA

INVITATION TO BID #2025-01 Residential, Commercial Collection, Disposal of Solid Waste

Please accept the City of Lake Butler' invitation for your firm to submit a competitive bid for the following:

Bid: Residential, Commercial Collection, Disposal of Solid Waste

This packet contains all relevant conditions, documents, instructions, specifications and terms to describe the item(s) for bid. The City encourages you to review this information carefully and adhere to the instructions for returning your bid by: **3/20/2025 @ 2:00pm.**

The City has used care and due diligence in the preparation of this information. Bid request information is considered to be correct and will permit competitive bidding. Bidders are solely responsible for verification of all information presented herein.

The City of Lake Butler, Florida is not responsible for any errors or omissions in the conditions, instructions, or specifications for this bid.

Bids are valid for **90 calendar days after opening date.** Withdrawal of proposals is prohibited during that time. If any circumstances, as determined solely by the City, do not permit the award of bid during the time stated above, the City reserves the right to extend the validity of bids for an additional **45 calendar days** during which extension bids shall not be withdrawn.

Should you desire further discussion and/or information regarding this bid request, please contact in writing **Hayden Page, Administrative Assistant, at (386) 496-3401** hpage@cityoflakebutler.com **between 8:00 am and 5:00 pm, Monday through Friday.** Thank you for your time and consideration in this matter. The City looks forward to receiving your response. E-mail and correspondence shall be titled **ITB#2025-01.**

**CITY OF LAKE BUTLER
INVITATION TO BID
ITB #2025-01**

**Residential, Commercial Collection,
Disposal of Solid Waste**

**200 SW 1st Street
Lake Butler, Florida 32054
(386) 496-3401**

The City of Lake Butler, Florida is requesting bids for a contract from qualified bidders for the collection and disposal of residential solid waste and yard trash.

PRE-QUALIFICATION REQUIREMENTS FOR ITB #2025-01:

All bidders must submit qualifications to the City of Lake Butler before their bid will be considered. Bidders are required to submit information to the City which clearly proves that they meet the City's pre-qualification criteria by **3/20/2025 @3:00pm**. The information required must be submitted by the bidders under a separate heading for each of the stated requirements.

Each page that requires a signature must be signed by the prospective bidder's authorized representative. The bidders must meet all of the following requirements for their bid to be considered by the City of Lake Butler:

PROOF OF EXPERIENCE The prospective bidder must submit evidence of a minimum of five years of experience in waste collection and disposal.

PROOF OF INSURANCE Written proof of insurance to serve the City of Lake Butler. Required level of insurance can be obtained from the bid specification section "Required Limits of Insurance".

POSITIVE REFERENCES - The prospective bidder must submit positive references from at least two (2) local units of government in Florida who contract with the bidder for solid waste collection and disposal for whom bidder has performed this service for at least the last six (6) months. These references will not be accepted until they are investigated and found valid by the City.

LOCAL OFFICE - A local office must be established within sixty (60) miles of the City of Lake Butler prior to the contract award.

PUBLIC ENTITY CRIME FORM - The prospective bidder must complete Form PUR 7068, Sworn Statement under Section 287.133 (3) (A), Florida Statutes, on Public Entity Crimes. **Note:** This form **must** be notarized.

AGREE TO BASE BID ON THE BID SPECIFICATIONS - Prospective bidders must submit a signed statement agreeing to conform their bid to the specifications in the City's bid documents.

Any prospective bidder who does not submit all of the information required above or does not meet the requirements stated above will not have their bid considered by the City. If any additional information is needed, contact the City Manager's Office. If other contacts are made to City Officials by a prospective bidder without permission of the City Manager, that prospective bidder will be disqualified.

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GENERAL PROVISIONS

INCLUSION OF "INVITATION TO BID"

The invitation to Bid, as advertised, shall be considered an inclusion of the specifications and condition.

TERMS "OWNER" AND "GOVERNING BODY"

The terms "Owner" and "Governing Body" as used throughout these documents refer to the City of Lake Butler, Florida.

PREPARATION OF FORMS

Bid proposals are accepted only on the forms provided by the Owner. Bidders are advised to submit all signatures, information and figures in black ink or typewritten only. Figures written in pencil or any erasures are not acceptable. However, mistakes crossed out and corrections inserted adjacent thereto initialed in ink by the person signing the proposal are acceptable. If there are discrepancies between the unit prices quoted and extensions, the unit price will prevail.

DATE FOR RECEIPT OF BIDS

Formal, advertised bids indicate a time and date for receipt of bids. They are date-stamped upon receipt and those received after the scheduled closing time are returned, unopened to the bidder.

EXCEPTIONS TO BID

Bidders are advised to list any exceptions to the conditions, specifications or terms of this bid on the form provided. The City reserves the right to accept or reject any or all exceptions noted thereon. If no exceptions are stated, it is mutually understood that all general and specific conditions are accepted.

GENERAL PROVISIONS

(Continued)

WITHDRAWAL OF BID

Bidders are permitted to request withdrawal of their sealed proposal prior to the scheduled bid opening time, provided that a **written request** is submitted to the City Manager. Publicly opened bids are valid for 90 calendar days and withdrawal is prohibited during that time.

REJECTION OF BID

Owner reserves the right to reject any or all bids in whole or any part thereof for any reason deemed in its best interest.

INCONSISTENCE IN CONDITIONS

In the event there are inconsistencies between the general provisions and other bid terms or conditions contained herein, the former will take precedence.

ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all prospective bidders. Owner is not bound by any oral representations, clarifications, or changes made in written specifications by Owner's employees, unless such clarification or change is provided to prospective bidders in written addendum form by the City Manager, Kimberly Hayes.

LOWEST PRE-QUALIFIED BIDDER

Bids are awarded to the lowest pre-qualified bidder. The determination of the lowest pre-qualified bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and/or other objective and accountable factors deemed as reasonable and in the best interest of the Owner.

GENERAL PROVISIONS

(Continued)

DISQUALIFICATION OF BIDDERS

Bidders may be disqualified, and rejection of proposals may be recommended to the Owner for any of (but not limited to) the following causes:

1. Failure to pre-qualify.
2. Failure to use the proposal form(s) furnished by the Owner.
3. Lack of signature by an authorized representative on the proposal form(s).
4. Failure to properly complete the proposal, provide requested data or information.
5. Evidence of collusion among bidders.
6. Unauthorized alteration of bid form. Owner reserves the right to waive any minor informality or irregularity.
7. Unauthorized contact with City Officials and staff.

BRAND NAMES OR "EQUAL"

Whenever in this invitation any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be followed by the words "or equal". Proof satisfactory to the Owner must be provided by the bidder to show that the alternative product is, in fact, equal to the product required in the specifications. Complete technical data and brochures necessary for proper evaluation of such product shall be submitted with the proposal.

GENERAL PROVISIONS

(Continued)

ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful bidder will not assign, transfer, convey, or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of Owner and any sureties.

DISCOUNTS

Discounts for prompt payment offered may be taken into consideration during bid evaluation. Bidders shall state terms of payment offered on the bid proposal form if deemed appropriate. All terms of payment (cash discount) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.

TAXES

Owner is exempt from the State Retail Sales tax and Federal Excise Tax. The price bid must be net, exclusive of taxes.

FEDERAL, STATE, AND LOCAL LAWS

All bidders will comply with all federal, state, and local laws relative to conducting business in the City of Lake Butler, including, but not limited to, licensing, labor and health laws. The laws of the State of Florida will govern as to the interpretation, validity and effect of this bid, its award, and any contract entered into.

INDEMNITY

The successful bidder agrees, by entering in this contract, to defend, indemnify, and hold harmless the Owner from any and all causes of action or claims of damages arising of or related to bidder's performance under this contract.

GENERAL PROVISIONS

(Continued)

LOBBY CAUSE

Under no circumstance should any prospective bidder or authorized person or persons acting for or on behalf of said prospective bidder, seek to influence or gain the support of any member of the City Commission or the City Staff favorable to the interest of any prospective bidder or seek to influence or gain support of any member of the City Commission or City Staff against the interest of any prospective bidder. Any such activities shall result in the exclusion of the prospective bidder from consideration by the City.

COLLUSION CAUSE

Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bid of such bidder void. Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder, in advance of the opening of bids, made or permitted by a member of the governing body or any employee or representative thereof, will operate to void all proposals of that particular bid solicitation or request.

MINORITY BUSINESS CLAUSE

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

EQUAL EMPLOYMENT OPPORTUNITIES PROGRAM

Owner has an equal employment opportunities program. It is recommended that bidders comply with all Federal standards regarding equal employment opportunities.

INSTRUCTIONS TO BIDDERS

PREPARATION OF BID

Each bidder shall submit a proposal on the forms enclosed herewith. The bidder shall provide all information requested thereon and sign the proposal correctly. Proposals having any omissions, alterations of form(s), additions not called for, conditional bid, any irregularities of any kind, or changes in phraseology of forms **will be rejected**.

MAILING, RECEIPT, OPENING, AND VALIDATION OF BIDS

Sealed bids for this Invitation to Bid (ITB 2025-01) will be received by the City of Lake Butler, Florida at the below address until March 20, 2025 at 2:00pm. At that time, the bids will be publicly opened and read aloud.

**City of Lake Butler
200 SW 1st Street
Lake Butler, Florida 32054**

Bidders or their representatives are invited to attend.

Bids are valid for a period of 90 calendar days after date of opening and the City reserves the right to extend the validity of bids for an additional 45 calendar days.

EXTENSION

The City of Lake Butler reserves the option to extend the period of any contract awarded or any portion thereof, for an additional contract period(s) to be determined. Extension of the contract period and commercial franchise period shall be by **mutual agreement in writing**.

INSTRUCTIONS TO BIDDERS

(Continued)

OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have read and be thoroughly familiar with the contract documents, specifications and will have visited or inspected project site if applicable. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve them from any obligation to enter into a contract and provide deliveries in strict accordance with this bid invitation.

METHOD OF BIDDING

The Owner invites the method of bidding as indicated in the specifications sections of this bid invitation.

CONDITIONS OF WORK

Bidders are to inform themselves of the conditions relating to the project, specifications, and employment of labor thereon. They will make themselves thoroughly familiar with all contract documents. Failure to do so will not relieve the successful bidder of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract.

The Owner reserves the right to reject any bid if information submitted by or investigation of such bidder fails to satisfy Owner that bidder is properly qualified to carry out the obligations of the bid and/or contract.

Conditional bids will not be accepted.

TIME OF COMPLETION

If applicable, a bidder understands and agrees to complete item delivery or performance of services requested within the specified time of this bid invitation after receipt of Notice to Proceed from Owner and/or receipt of a purchase order.

INSTRUCTIONS TO BIDDERS

(Continued)

Time of completion of the items to be delivered under this contract is the essence of the contract.

The performance time will be a factor in the evaluation of the bid. The performance time is defined as the anticipated time period expected to elapse between execution of the contract and completion of the work.

SECURITY FOR FAITHFUL PERFORMANCE

Bidders are advised that payment and performance bonds shall be provided to Owner if requested upon receipt of a signed contract or purchase order for faithful delivery or performance of items or services as stated in this bid invitation.

POWER OF ATTORNEY

Attorney-in-fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

LIQUIDATED DAMAGES FOR LATE PERFORMANCE OF WORK

If applicable, bidder understands that the City of Lake Butler will invoke a penalty for late performance of work and/or delivery of item(s) as specified in the specification section of this bid.

INSURANCE

The successful bidder selected for this project shall obtain and provide the City with copies of all insurance coverage indicating compliance with the insurance requirements section of this bid and provide evidence of insurance for the duration of the contract awarded.

LAWS AND REGULATIONS

Bidders are advised that all applicable Federal, State, and Local laws, ordinances, and rules and regulations of all authorities having jurisdiction over performance of this service shall apply to the contract throughout.

INSTRUCTIONS TO BIDDERS

(Continued)

Such laws and regulations shall be deemed to be included in the contract the same as though herein written out in full.

OWNER'S RIGHT TO REJECT BIDS

The Owner reserves the right to reject all proposals; to reject any single proposal failing to comply with the terms and conditions of the bid forms, and to waive minor informalities. No bid shall be considered that fails to comply with the terms, conditions, or minimum specifications as stated in the bid forms or procedures for submittal of bids as authorized in the official advertisement notice and/or other documents pertaining to the bid.

AWARD OF BID

The lowest responsive and responsible qualified bidder may be awarded the contract for residential and commercial franchise as deemed to be in the City's best interests by the City Commission.

The City will take into consideration the items referenced in the general provisions and time specified for performance of the contract either in services or delivery of equipment, materials, and supplies.

ADDENDA TO BID

Addenda issued by the City prior to the bid opening shall be binding as if written into the specifications. Bidders acknowledge receipt of any addenda as indicated on the bid form or acknowledgement by submitting a bid.

ADDITIONAL INFORMATION OR QUESTIONS

Requests for additional information or questions concerning this bid invitation are to be directed to City Hall, Administrative Assistant, at (386) 496-3401 ex. 4. Business hours are from 8:00 AM to 5:00 PM, Monday through Friday, excluding legal holidays.

INSTRUCTIONS TO BIDDERS

(Continued)

SPECIAL CONDITION

Sworn statement under section 287.133 (3) (A), Florida Statutes, on public entity crimes, form PUR 7068, "Public Entity Crimes".

Any person submitting a bid or proposal in response to this bid invitation **must execute** the enclosed PUR Form 7068, Sworn Statement under Section 287.133 (3) (A), Florida Statutes, on public entity crimes, including proper check(s) in the space(s) provided, and enclose it with the bid or proposal.

If you are submitting a bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment for the resulting contract, it is **your** responsibility to see that the form is executed by them and included with your bid or proposal.

Corrections to PUR Form 7068 will not be allowed after the bid or proposal opening date and time.

Failure to complete PUR Form 7068 in every detail and submission with your bid or proposal may result in immediate disqualification of your bid or proposal.

PREPARATION OF BIDS

Bidders shall submit **seven (7) copies** of completed proposal. All copies must be marked by the bidder who will be responsible for their correctness. All blank spaces must be filled in as noted in ink/type. Bids having erasures or corrections must be initialed in ink by the bidder.

INSTRUCTIONS TO BIDDERS

(Continued)

Only one bid from any individual firm, corporation, organization, or agency under the same or different name shall be considered. Should it appear to the Owner that any bidder is interested in more than one bid, all bids in which such bidder has interest will be rejected.

All labor, materials, equipment, all other necessities for the services described in this bid invitation shall be in strict compliance with the stated specifications. The successful bidder will be held responsible for meeting the stated specifications.

Any exceptions or clarifications to any section of the specifications shall be clearly indicated on the clarifications and exceptions sheet(s) attached to the bid form and shall specifically refer to the applicable specification paragraph and page for clarification or exception.

Bidder shall be expected to fully inform himself/herself as to the requirements of the specifications. Failure to so do will be at their own risk. Bidders shall not expect to secure relief on the plea of error.

QUALIFICATION OF BIDDER(S)

The City of Lake Butler reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any bidder to perform the work outlined in the bid specification(s). If, after the investigation, the evidence of competency and financial ability is not satisfactory, the City reserves the right to reject the bid.

CONTRACT OR AGREEMENT

A contract shall be executed by the Owner and the selected contractor for the performance of work as described in these specifications.

INSTRUCTIONS TO BIDDERS

(Continued)

INSURANCE/BONDS AND SURETIES

Bidder shall read and understand the contractor's Insurance Section. Bidder shall also read and understand the additional umbrella liability and the bonds and sureties' clauses in the specifications section of the bid invitation.

Based on these understandings, bidder is required to comply with the stated insurance and bonds and sureties' clauses. Failure to do so will be at their own risk.

NO ALTERNATE BIDS OR OFFER

Bidders are advised to **bid only on the items that are in this invitation** and to record their prices for the services requested on the proposal form.

Please complete each space on the proposal form as requested and **do not provide** any alternate proposals or offers.

INSURANCE REQUIREMENTS

The minimum amounts of Insurance (inclusive of any amounts provided by the umbrella or excess policy) shall be as follows.

WORKERS' COMPENSATION/EMPLOYER'S LIABILITY

Workers' Compensation - Coverage to apply for all employees at the **STATUTORY** limits in accordance with Florida Law.

Commercial General Liability - The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial general Liability Policy with the following minimum limits:

General Aggregate	\$ Three times the each occurrence limit
Product/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	500,000
Each Occurrence	500,000
Fire Damage (any one fire)	
Medical Expenses (any one person)	

Independent Contractors Liability \$500,000

Business Automotive Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000
Annual Aggregate (if applicable)	\$Two times the each occurrence limit

Owners Protective Liability Coverage - The minimum OCP policy limits per occurrence and, if subject to an aggregate to be provided by the contractor, shall be the same as the amounts shown above as the minimum per occurrence and policy aggregate limits respectively required for the Commercial General Liability Coverage. The limits afforded by the OCP policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents, and employees and only to claims arising out of or in connection with the work under this contract.

Requirements for OCP Policy shall be waived provided the Contractor shall require that its insurer name the Owner (and if required, the Engineer) as additional insured on the contractor's Commercial General Liability Policy (inclusive of amounts provided an umbrella or excess policy).

Proof of Carriage of Insurance and Naming City as Additional Insured:

Contractor shall furnish the City with satisfactory proof of carriage of the insurance required herein and shall be included with their bid. The successful bidder shall name the City of Lake Butler as an additional insured on the contractor's and subcontractor's Public Liability, Property Damage, and Comprehensive Automobile Liability Insurance Policies. Such evidence of insurance shall be provided for the duration of this contract. This requirement **must be completed prior to commencement of any work on this project.**

GENERAL AND TECHNICAL SPECIFICATIONS FOR
RESIDENTIAL, COMMERCIAL COLLECTION,
DISPOSAL OF SOLID WASTE

SCOPE:

These specifications are intended to describe the type of program desired for solid waste and disposal services for the City of Lake Butler.

The City of Lake Butler is seeking proposals for the services of a person, firm, corporation, organization, or agency to provide at their own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks, and any other tools, equipment, accessories and things necessary to maintain the standard of collections and disposal set forth herein for existing and new residential and commercial customers.

The City is interested in entering into a contract for these services whereby the successful bidder will be paid for services based in the conditions, specifications, and terms of this bid invitation and incorporated into a contract. The successful bidder shall have the exclusive right to collect residential and commercial solid waste within the City for the agreed upon franchise period.

It is the intent of these specifications to also dictate that the City of Lake Butler shall retain the responsibility for billing and collecting of fees for the services described herein.

GENERAL INFORMATION:

Population: Approximately 2000 residents (approximately 730 residential units and 81 commercial accounts)

Area: Approximately 2.5 square miles.

GENERAL AND TECHNICAL SPECIFICATIONS FOR
RESIDENTIAL, COMMERCIAL COLLECTION,
DISPOSAL OF SOLID WASTE

(Continued)

**CURRENT RESIDENTIAL SOLID WASTE COLLECTION
SERVICES:**

The City's current residential solid waste collection services are as follows:

- | | |
|---------------|--------------------------|
| A. Garbage | Twice per Week |
| B. Commercial | As per Commercial matrix |

TERM OF CONTRACT

The term of this contract shall be for a period of three years (3) from the date established at the time of the bid award.

The initial term of this contract may be extended on an annual one (1) year basis, commencing with the expiration of initial term based upon successful negotiations of the rates between the City and the contractor.

Negotiations for extension shall commence at least five (5) months before expiration of initial term and shall be concluded 60 days prior to the expiration of the initial term. At that time, the City shall notify the contractor in writing of its desire with regard to renewal of the contract.

Any such written notice shall be served via certified or registered mail with return receipt requested. Negotiation of subsequent one-year extensions shall proceed in the same manner in each succeeding period of the contract.

DISPOSAL SITE:

All solid waste shall be hauled to New River Solid Waste Association.

**GENERAL AND TECHNICAL SPECIFICATIONS FOR
RESIDENTIAL, COMMERCIAL COLLECTION,
DISPOSAL OF SOLID WASTE**

(Continued)

**CATEGORIES OR TYPES OF RESIDENTIAL COLLECTIONS
REQUIRED.**

Solid Waste and related residential collection programs within the City of Lake Butler shall include, but not be limited to, the following:

Solid Waste	Household Trash
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**CATEGORIES OR TYPES OF COMMERCIAL COLLECTIONS
REQUIRED.**

Solid Waste and related commercial collection programs within the City of Lake Butler shall include, but not be limited to, the following:

Garbage	Solid Waste
---------	----------------

PROTECTION OF ADJACENT PROPERTY AND UTILITIES:

The contractor shall conduct their work in such a manner as to avoid damage to adjacent private or public property and shall immediately repair or pay for any damage(s) incurred through its operations. The contractor shall become aware of all existing utilities and shall operate with due care in the vicinity of such utilities and shall immediately repair or have repaired, at no additional cost to the Owner, any breakage or damage caused by contractor operations.

**GENERAL AND TECHNICAL SPECIFICATIONS FOR
RESIDENTIAL, COMMERCIAL COLLECTION,
DISPOSAL OF SOLID WASTE**

(Continued)

SPILLAGE:

The contractor shall not litter or cause any spillage to occur upon the premises or right-of-way wherein the collection shall cover. The contractor may refuse to collect any solid waste that has not been placed in a receptacle, as provided herein, if provided at no additional cost to the customer. During hauling, all solid waste shall be contained, tied, or enclosed so that leaking, spilling, and blowing is prevented. In the event of any spillage caused by the contractor, the contractor shall promptly clean up all spillage. It is strongly recommended that the contractor utilize a troubleshooter to follow collection truck(s) to ensure compliance with this section.

HOURS OF COLLECTION:

Collection shall begin no earlier than 7:00 AM and shall cease no later than 6:00 PM. In case of an emergency, collection may be permitted at times not allowed by this paragraph, provided the contractor has received prior approval from the City Manager or his/her designee to be later evidenced by a written memorandum confirming the approval. Should the contractor not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the contractor has not obtained such approval.

The following days are observed as official holidays by the City of Lake Butler, City offices are closed on these days:

New Year's Day	Veteran's Day
Dr. Martin Luther King Day	Thanksgiving Day
Good Friday	Day Following Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

However, the Contractor can provide service on these days or the following day after the holiday upon agreement at the time of award.

**GENERAL AND TECHNICAL SPECIFICATIONS FOR
RESIDENTIAL, COMMERCIAL COLLECTION,
DISPOSAL OF SOLID WASTE**

(Continued)

RESIDENTIAL AND COMMERCIAL COLLECTION SERVICES:

Point of pickup of residential garbage - Collection of residential garbage shall be at curbside or in-ground receptacles. Where the resident of a dwelling unit is disabled due to age or infirmity, or the structures are located in such a manner as to provide no accessibility to the crew or vehicle, an alternative location may be arranged with the contractor. In the event an appropriate location cannot be agreed upon, the City Manager or his/her designee shall designate the location.

The contractor must provide appropriate trucks (i.e. pup trucks, etc.) for residential collection on private roads that are not county or city maintained to minimize damage to these roads. The City is requiring a single rear axel garbage truck to be used for residential & commercial collection to minimize damage to the City's streets.

**METHOD OF COLLECTION OF RESIDENTIAL AND
COMMERCIAL GARBAGE:**

The contractor shall make collections with a minimum of noise and disturbance to the householder. Any garbage or trash spilled by the contractor shall be picked up immediately by the contractor. Garbage receptacles shall be handled carefully by the contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. In the event the contractor damages garbage receptacles, the contractor shall be responsible for the timely repair or replacement of said receptacle(s). Receptacles not disposed of shall be left in an upside-down position to avoid collection of water. Unless receptacle has an attached lid or draining mechanism.

RECEPTACLES:

The contractor shall be required to pick up all garbage generated from residential units which have been properly prepared and stored for collection as follows:

GENERAL AND TECHNICAL SPECIFICATIONS FOR
RESIDENTIAL, COMMERCIAL COLLECTION,
DISPOSAL OF SOLID WASTE

(Continued)

RATE SCHEDULE:

The successful bidder receiving a franchise with the City shall agree to maintain the rate offered in their bid for twelve (12) months from the date of contract commencement without adjustment. Future rate adjustments will be negotiated.

COLLECTION EQUIPMENT:

The contractor shall have on hand at all times and in good working order such equipment as shall permit the contractor to adequately and efficiently perform its contractual duties. If additional equipment is necessary, equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

The contractor shall have available reserve equipment to ensure performance of the contractual duties. A list of equipment proposed to be used to meet the requirements of this bid shall be attached to the bid.

Equipment is to be painted uniformly with the name of the contractor, business telephone number, and the vehicle number in letters not less than four (4) inches high on each side of the vehicle. All vehicles shall be numbered and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles, except events sponsored by the City.

GENERAL AND TECHNICAL SPECIFICATIONS FOR
RESIDENTIAL, COMMERCIAL COLLECTION,
DISPOSAL OF SOLID WASTE

(Continued)

**SPECIAL WASTE, INFECTIOUS WASTE, HAZARDOUS WASTE,
BIOHAZARDOUS WASTE, BIOLOGICAL WASTE, AND SLUDGE:**

The contractor shall not be required to collect and dispose of special hazardous waste materials. The contractor shall not be required to pickup infectious waste, biohazardous waste, biological waste or sludge, but may offer such service in the service area by mutual agreement between the contractor and customer(s) with contractor assuming responsibility for billing and collection of fees. All such collections and disposals of these types of waste in this section, when done by the contractor, shall be in strict compliance with all Federal, State, and Local laws and regulations.

Performance Bond:

The contractor shall furnish a performance bond as security for the performance of this contract with the City of Lake Butler. Said performance bond will be in the full amount of the annual executed contract value as calculated at award and adjusted yearly on the anniversary date of this contract, to remain in force for the duration of the contract. Premium for the bond described above shall be paid by the contractor. This bond shall be written with a surety company licensed to do business in the State of Florida.

The successful bidder shall furnish, and maintain on file with the City , an annual performance bond for the service area in a form approved by the City Attorney and payable to the City of Lake Butler guaranteeing the faithful performance of the obligations under this contract. The performance bond shall automatically be renewed annually unless the surety thereon gives the Project Manager written notice of non-renewal not less than 60 days prior to the expiration date of the bond

GENERAL AND TECHNICAL SPECIFICATIONS FOR
RESIDENTIAL, COMMERCIAL COLLECTION,
DISPOSAL OF SOLID WASTE

DEFINITIONS OF TERMS

Authorized Representative. Any representative of the City designated as the City's Authorized Agent for the purpose of this contract either in provision of the specifications or in written communication from the City Manager to the contractor.

Containers. Those containers located on public right-of-way and/or property.

Curbside. Shall herein refer to the designated physical location for the placement of refuse accumulations intended for residential service collection and disposal. The designated location shall be within ten (10) feet of traveled streets, roads, or alleys.

Garbage. Shall mean kitchen and table food waste and/or animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials, and any bottles, cans, or other containers utilized in normal household use.

Household Trash. Shall herein refer to accumulation of paper, magazines, packaging, containers, sweepings, and all other accumulations of nature other garbage or lawn trash, which are usual to housekeeping.

Solid Waste. Includes refuse, yard trash, clean debris, white goods, special waste, ashes, refuse or other discarded material from residential locations.

Special Services. Shall mean any collection or disposal service provided which exceeds the uniform level of service provided under residential and commercial service systems and for which a special charge is applied.

Trash. Shall mean all movable compactable articles or apparatus such as chairs, tables, sofas, mattresses, etc., for equipping a house and/or apartment

ITB#2025-01
Residential and Commercial Collection,
Disposal of Solid Waste

BID FORM CHECKLIST

Please indicate your compliance with the applicable items referenced below by initialing on lines provided:

_____ Bidder has submitted qualifications.

_____ Bidder has read, understands, accepts and agrees to the conditions, specifications, and terms for the items requested in this bid invitation.

_____ Bidder has verified that all quotes are accurate and understands that they are firm for 90 days after bid opening and the City reserves the right to extend the validity of bid for an additional 45 calendar days during which extension bids shall not be withdrawn.

_____ Bidder understands the liquidated damages for late performances of work clause in the instructions to bidders' section of this bid.

_____ Bidder has provided three (3) references with their bid.

_____ Bidder has enclosed the required documents in this bid invitation.

_____ Bidder understands the proper procedure for completing and returning the required taxpayer identification number and certification (W-9).

BID FORM CHECKLIST

(continued)

_____ Bidder is submitting bid without any clarifications or exceptions to the specifications or terms of this bid invitation.

_____ Bidder is submitting bid with clarifications or exceptions to the specifications or terms of this bid invitation.

_____ Bidder understands the proper procedures for completing and returning the public entity crimes statement (PUR 7068) and that this form **must** be notarized.

BID FORM

City's representative (to be contacted for additional information on this proposal): Administrative Assistant (386) 496-3401 ex. 4

BIDDER: _____

ADDRESS: _____

Bidder's Representative (to be contacted for additional information on this proposal, if required):

NAME: _____ PHONE: _____

Bidder's Signature: _____

Individual dba: _____

Partnership (if bidder is a firm, fill in the following blanks):

Names of Partners

Residence of Partners

Corporation (if bidder is a corporation, fill in the following blanks):

Organized under the laws of the State of _____

BID FORM

(Continued)

Name of President:.....

Address of President: _____

Name of Vice-President:_____

Bidder's Declaration and Understandings:

The undersigned, hereinafter called the bidder, declares that the only persons, or parties interested in this bid are those named herein, that this bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City of Lake Butler, and that the bid is made without any connection of collusion with any person submitting another bid for the requested item(s).

Bidder declares and accepts the responsibility for providing the City with all relevant documentation or information to afford the evaluation of their proposal. Further, bidder understands and accepts that the City reserves the right to base its analysis and/or award recommendation solely upon the information provided by the bidder at the time of bid opening. Additional requests for explanation or information shall not be made unless the City deems that such requirements are necessary to facilitate in the evaluation and/or selection of the lowest responsive and responsible bid(s).

Bidder declares that any deviations are explained on the sheet labeled "Clarifications and Exceptions" and is attached to the proposal form.

Contract Completion Time:

The bidder agrees to complete all services as specified in this bid invitation.

Payment:

The City shall pay the contractor monthly based on invoices received by the City from the contractor. Invoices be paid within 30 days upon receipt.

Bid Evaluation and Basis of Award:

All bids will be considered on the following basis:

- A. Qualifications
- B. Conformance with the terms of the contract/bid documents
- C. Bid prices
- D. Specification compliance
- E. Experience in performing this type of work
- F. Information provided on the Public Entity Crimes Form,
PUR 7068

Monthly Rates for Service - City of Lake Butler does billing:

Contractor proposes to collect and dispose of all solid waste and commercial solid waste collection programs for the City of Lake Butler in complete accordance with the provisions of this bid invitation. The bid price shall represent all operational expenses to the bidder. Contractor accepts that the City will bill residential and commercial users for solid waste services.

ITB#2025-01
MANDATORY BID FORM-1

Bid Proposal

Residential Rates*
(S/Customer/Month)

<u>Services</u>	<u>Frequency</u>	<u>Base Rate</u>	
(3 Yrs)			
1. Garbage & Trash	Twice/Week	_____	_____

Commercial Rates
(S/Customer/Month)

<u>Services</u>	<u>Frequency</u>	<u>Base Rate</u>	
		(1x Week)	(2x Week)
Commercial Collection	4 Hand Cans	_____	_____
Commercial Collection	8 Hand Cans	_____	_____

See Matrix for the additional Commercial Front Load Services

ITB#2025-01
MANDATORY BID FORM-1
(continued)

COMMERCIAL PRICE MATRIX

	1X	2X	3X	4X	5X	6X
2YARD						
4YARD						
6YARD						
8YARD						

Notes:

- A. Bids shall be developed using current pricing.
- B. Base rates will include all collection and any disposal fees.
- C. The initial franchise period will be three (3) years at the City's discretion, franchise period may be renewed at the end of the franchise term.

BIDDER'S NAME: _____

SUBMITTAL:

BIDDER **BY** _____

BUSINESS ADDRESS **SIGNATURE**

CITY, STATE, & ZIP CODE **TITLE**

BUSINESS TELEPHONE **DATE**

If Incorporated:

ATTEST **BY** _____

TITLE

ITB#2025-01

CLARIFICATIONS AND EXCEPTIONS SHEET

(PLEASE RETURN WITH BID FORM)

(Additional pages may be used as needed)

FORM PUR 7068

CITY OF LAKE BUTLER

ITB#2025-01

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES FORM

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

1. This sworn statement is submitted to:

Print name of public entity

By

Print individual's name and title

For

Print name of entity submitting sworn statement

Whose business address is:

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

(If the entity has no FEIN) include the Social Security Number of
the individual signing this sworn statement.

FORM PUR 7068

CITY OF LAKE BUTLER

ITB#2025-01

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES FORM (continued)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g) Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the 'transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to any bid or contract for goods or services to be provided of any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "conviction" as defined in Paragraph 287.133(l)(b) Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a) Florida Statutes means
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person,

or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c) Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

proceedings before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

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

(Signature)

Sworn before me and subscribed before me this ____ day of _____.
2025.

Personally Known _____

Or produced identification _____

(Type of Identification)

Notary Public - State of
My Commission expires

(Print, typed or stamped commissioned name of notary public)

(Signature of notary public)

APPENDIX A - CITY DUMPSTER AND ROLL-OFF UPDATED REQUIREMENTS

LOCATION	SIZE	<u>QTY</u>	WEEKLY PICK UP
Community Center	4CY	1	Twice per week
Public Works Building	4CY	1	Twice per week
Wastewater Treatment Plant	4CY	4	Twice per week
Old Wastewater Treatment Plant	30CY	1	As needed
Townsend Green Building	2CY	1	Twice per week