



LAKE COUNTY
FLORIDA

REQUEST FOR PROPOSALS (RFP)

for the Collection of Residential Waste

RFP Number:	<u>13-0303</u>	Contracting Officer:	<u>Barnett Schwartzman</u>
Proposal Due Date:	<u>May 1, 2013</u>	Pre-Proposal Conference Date:	<u>March 14, 2013, 1:30 P.M. (EST)</u>
Proposal Due Time:	<u>3:00 P.M. (EST)</u>	RFP Issue Date:	<u>February 22nd, 2013</u>

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SPECIFIC RFP REQUIREMENTS ARE NOTED BELOW:	
Proposal Bond:	See Section 1.8
The Exclusive Franchise Agreement	See Section 1.3
Mandatory Pre-Proposal Conference:	See Section 1.4

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP. Failure to sign the proposal, or to submit the proposal by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County’s Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County’s Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County’s Vendor’s List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____ **Phone Number:** _____

E-mail Address: _____ **Contact Person:** _____

Section 1.1: Purpose of this RFP

The purpose of this RFP is to solicit proposals from qualified companies (“Proposers”) that wish to collect Residential Waste (i.e., Garbage, Rubbish, Yard Trash, Bulk Waste and Recyclable Materials) from the Residential Property in the unincorporated areas of Lake County, Florida.

Please note that the capitalized words in this RFP are defined herein or in the Exclusive Franchise Agreement that is attached hereto (see Section 5, Attachment 1, below).

Section 1.2: Overview of this RFP and the Scope of Services

The County’s Residential Waste currently is collected pursuant to franchise agreements that will expire on September 30, 2014. The County is issuing this RFP because the County wants to competitively select the Persons (“Successful Proposers”) that will begin to collect Residential Waste for the County when the existing franchise agreements expire. The Successful Proposers will begin to provide collection service on October 1, 2014. The new franchises shall have an initial term of seven (7) years and a renewal term of three (3) years.

The unincorporated areas of the County will be divided into three (3) districts or Service Areas. Service Area 1 contains approximately twenty-two thousand (22,000) dwelling units. Service Area 2 has approximately twenty-four thousand (24,000) dwelling units. Service Area 3 has approximately twenty thousand (20,000) dwelling units. The three (3) Service Areas are depicted on a map that is attached hereto (see Section 5, Attachment 2). The legal descriptions of the Service Areas also are attached hereto (Section 5, Attachment 3).

A Proposer is not obligated to submit a proposal for each Service Area. At its option, a Proposer may submit a proposal to collect the Residential Waste in Service Area 1, 2, or 3. In addition, a Proposer also may submit a proposal to provide its services in any two (2) Service Areas. Further, a Proposer also may submit a proposal for all three (3) Service Areas. However, the County does not anticipate awarding the franchises for more than two Service Areas to a single Proposer. The County currently intends to have at least two different companies providing Residential Collection Service in the County. Nonetheless, the County will consider the possibility of awarding all three (3) Service Areas to one Proposer if this approach will provide significant economic benefits or other advantages to the County.

Under the new franchises, the Successful Proposers shall provide automated or semi-automated service with Garbage Carts and Recycling Carts. Garbage, Rubbish, Yard Trash, Bulk Waste, and Recyclable Materials will each be collected one time per week. The Successful Proposers shall purchase, assemble, deliver, maintain, and exchange the carts, as necessary.

The County has not yet determined where it will dispose of the Residential Waste that is collected pursuant to the new franchises. Since there are five (5) disposal facilities available to receive the County’s Residential Waste, the pricing tables attached hereto (Section 5, Attachment 9) solicit the Proposer’s prices for taking the County’s Residential Waste to each of the five (5) disposal facilities.

A RFP for the disposal of Residential Waste will be issued at or about the same time that the County issues this RFP for the collection of Residential Waste. After the County receives the proposed prices for Residential Collection Services and the proposed prices for using the disposal facilities, the County will select the disposal facility or facilities that the County will use for the disposal of the Residential Waste collected pursuant to this RFP. The County anticipates it will select its preferred disposal facility or facilities at or about the same time that the County selects the Successful Proposers under this RFP.

Please note that the disposal facility used in one Service Area may be different than the disposal facility used in another Service Area. Moreover, the disposal facility used for Garbage, Rubbish, and Bulk Waste will be different than the disposal facility used for segregated loads of Yard Trash. All of the segregated loads of Yard Trash collected in the three (3) Service Areas shall be delivered to the County's Central Landfill Facility.

The Recyclable Materials collected by the Successful Proposers may be taken to any recycling facility that has received all of the necessary permits and approvals to receive such materials. The Successful Proposers may keep the revenues they derive from the sale of Recyclable Materials collected from Residential Property.

As previously noted, the County is issuing this RFP to solicit proposals for the collection of Residential Waste and the County is issuing a separate RFP to solicit proposals for the disposal of Residential Waste. The County also would like to determine whether a Proposer will offer better prices if the Proposer is selected to provide both collection and disposal services in one or more Service Areas. Accordingly, a Proposer's response to this RFP may include the Proposer's prices for both the collection and disposal of Residential Waste (see Section 4.1, below, and Section 5, Attachment 9).

Section 1.3: The County's Exclusive Franchise Agreement

The County has prepared an Exclusive Franchise Agreement ("Agreement") that is attached hereto (see Section 5, Attachment 1). The Agreement contains a detailed description of the requirements that will be applicable to any Person selected by the County to provide Residential Collection Service. Each Proposer should carefully review the Agreement before submitting their proposal in response to this RFP.

Any Person may submit questions to the County about this RFP and the Agreement, and any Person may request the County to revise this RFP and the Agreement, as described in Sections 1.4 and 1.5, below. If the County decides to revise this RFP or the Agreement, the County will issue an addendum to the RFP before the deadline for submitting proposals. The County does not anticipate making any revisions to the Agreement after the County receives proposals. Each Proposer should assume that no changes will be made to the Agreement after the due date for submitting responses to this RFP.

The County will not accept any proposal that is conditional or based on alternate contractual provisions. Each proposal must be based on the terms and conditions in the Agreement, without any conditions, qualifications, or alternate provisions.

After a Proposer's prices are submitted to the County in response to this RFP, the County will not entertain or accept any increase in the prices proposed for Residential Collection Services, unless the County requests new or additional services that are not contemplated under the Agreement. A Proposer's failure to review or understand the requirements in the Agreement shall not constitute grounds for the Proposer to receive an increase in the proposed prices. If a price increase is requested under such circumstances, it shall be denied.

If a Proposer submits a proposal and then is selected by the County, the Proposer will be required to sign the Agreement. If a Proposer refuses to sign the Agreement after being selected by the County, the County may terminate its discussions with the Proposer, award the Agreement to a different Person, and keep the Proposer's Proposal Bond as liquidated damages.

Section 1.4: Mandatory Pre-Proposal Conference

A **MANDATORY** pre-proposal conference will be held on **March 14 at 1:30 P.M.** (E.S.T.) in the Lake County Administration Building, 315 West Main Street, Tavares, Florida. At the pre-proposal conference, representatives of the County will present a brief overview of the RFP and the Agreement. The County's representatives also will attempt to provide informal (non-binding) answers to any questions that potential Proposers may have concerning the RFP and the Agreement. If any Person wishes to receive a formal (binding) response to a question, they must submit their question to the County's designated procurement representative (see Section 1.7, below) in writing before 3:00 p.m. (E.S.T.) on Wednesday, March 28, 2013. Any questions received after that date and time may be rejected.

Vendors should bring their own copies of the RFP and the Agreement to the pre-proposal conference because additional copies may not be available.

Section 1.5: Changes to the RFP and Exclusive Franchise Agreement

At the pre-proposal conference, any Person may request the County to make changes to the RFP and the Agreement. The County's representatives will attempt to provide an informal (non-binding) response to any requests that are presented to the County during the pre-proposal conference. If any Person wishes to receive the County's formal (binding) response to a request for a change to the RFP or Agreement, they must submit their request to the County's designated procurement representative (see Section 1.7, below) in writing before 3:00 p.m. (E.S.T.) on March 28, 2013. Any requests received after that date and time may be rejected.

The County, in its sole discretion, shall determine whether to grant or deny a request for a change to the RFP or the Agreement. If the County decides to revise the RFP or Agreement, the County shall issue a written addendum to the RFP before the deadline for submitting proposals.

Section 1.6: Evaluation of Proposals

The County expects to award an exclusive franchise for each Service Area. However, the County may award a single franchise for two (2) or all three (3) Service Areas. With regard to

each Service Area, the franchise shall be awarded to the Proposer that submits the best overall proposal, based on the County's determination of the County's best interests and the best overall value for the County. The County has the exclusive right to make those determinations, in its sole discretion.

Each proposal will be evaluated in light of the following criteria:

1. The experience and qualifications of the Proposer.
2. The Proposer's equipment, materials, personnel, resources, and plans for providing the services required under the Agreement.
3. The cost of the Proposer's services.
4. The Proposer's prior performance when providing similar services.
5. The responsiveness and completeness of the Proposer's written proposal to the instructions in this RFP.
6. Any other relevant information concerning the Proposer's ability to provide outstanding service, value, and other benefits that will serve the best interests of the County.

Each proposal shall be evaluated by an Evaluation Committee. The Evaluation Committee will consider the criteria identified above, in light of the proposal submitted and any other relevant information obtained by the Committee. The cost of the Proposer's services will be a significant factor when the Evaluation Committee considers the proposals, but it will not be the sole factor or necessarily the controlling factor. The Evaluation Committee may prepare a written report to the Board of County Commissioners concerning the proposals that were received in response to this RFP. The Committee's report, if any, shall contain a qualitative assessment of the proposals. The Evaluation Committee's report also may contain recommendations and ranking, if they are deemed appropriate by the Committee. The Board of County Commissions shall, in its sole discretion, select the Proposers that are deemed to be in the County's best interests.

Section 1.7: Communications with County

Section 1.7.1: Designated Procurement Representative

Questions concerning any portion of this RFP or the Agreement, and requests to change any portion of this RFP or the Agreement, shall be submitted in writing [fax and e-mail accepted] to the below named individual, who shall be the official point of contact for this RFP. To ensure a reply, questions and requests must be submitted no later than 3:00 p.m. (E.S.T.) on March 28, 2013.

Barnett Schwartzman, Procurement Services Manager
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone: (352) 343-9839 Fax: (352) 343-9473 E-mail: bschwartzman@lakecountyfl.gov

Statements by the County's representatives concerning the RFP and Agreement shall not be binding on the County, unless the statements are issued in writing by the County's Office of Procurement Services as an addendum to this RFP.

Section 1.7.2: Restrictions on Communications with County

From the date when this RFP is issued until the County Commission awards the exclusive franchises for the Service Areas, vendors and Proposers shall not discuss this RFP with any employee, agent, or any other representative of the County, except as authorized by the designated procurement representative. The only communications that shall be considered appropriate under this RFP are (a) documents sent from the vendor to the designated procurement representative, (b) documents distributed by the designated procurement representative, (c) oral communications with the designated procurement representative, and (d) oral communications during the pre-proposal conference.

Section 1.8: Bonding Requirements

Section 1.8.1: Proposal Bond

Each proposal must be accompanied by a proposal bond in the amount of One Hundred Thousand Dollars (\$100,000), payable to the Board of County Commissioners of Lake County, Florida. The amount of the proposal bond shall be Two Hundred Thousand Dollars (\$200,000) if the Proposer submits proposals for two (2) or more Service Areas. The proposal bond shall be submitted on the form that is attached hereto (see Section 5, Attachment 4). The bond also must comply with the bonding requirements set forth in Section 1.8.3, below.

Any proposal that is not accompanied by a proposal bond may be rejected by the County. All of the proposal bonds shall be returned to the Proposers within ten (10) calendar days after the County executes its Agreements with the Successful Proposers.

Section 1.8.2: Performance Bond

The County's selection of a Successful Proposer will be contingent upon the Successful Proposer delivering a Performance Bond to the County within fifteen (15) calendar days after the County provides notice of its award to the Successful Proposer. The amount of the Performance Bond shall be One Hundred Thousand Dollars (\$100,000) if the Successful Proposer is selected for one Service Area only. The amount of the Performance Bond shall be Two Hundred Thousand (\$200,000) if the Successful Proposer is selected for two or more Service Areas. The Performance Bond shall be provided in the form that is attached hereto (see Section 5, Attachment 5).

If the Successful Proposer fails or refuses to submit the Performance Bond in the manner required herein, the Successful Proposer's proposal bond shall be forfeited to the County as

liquidated damages, the County shall reject the Proposer's proposal, and the County shall award its franchise(s) to another Person.

Please note that the minimum amount of the Performance Bond shall be increased before the Successful Proposer begins to provide collection services on October 1, 2014. The minimum amount of the Performance Bond shall be increased to Five Hundred Thousand Dollars (\$500,000) or one-half of the annual payments to the Contractor under the Agreement, whichever is greater. This amount shall be provided for each Service Area that is awarded to a Successful Proposer. The minimum requirements for the surety also shall become more rigorous before October 1, 2014, as described in Section 53 of the Agreement (see Section 5, Attachment 1).

Section 1.8.3: Minimum Requirements for Bonds

The following specifications shall apply to the proposal bond and the Performance Bond:

A. The proposal bond shall be written through surety insurers authorized to do business in the State of Florida as surety, with at least a "B" "V" rating as to management and financial strength, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey.

B. The bond provisions of Section 287.0935, Florida Statutes shall apply.

C. The surety company must have been listed for at least three consecutive years on the Treasury List, or hold a valid Certificate of Authority of at least One Million Five Hundred Thousand Dollars (\$1,500,000) and be on the current Treasury List. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations shown in this circular.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to the County as long as the funds are being held by the County.

F. The attorney-in-fact or other officer who signs a bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The bond must be countersigned by the surety's resident Florida agent.

Section 1.9: The Proposer's Carts and Warranties

As noted above, the Successful Proposers shall purchase and provide Garbage Carts and Recycling Carts for the County's residents. The minimum specifications for the carts are attached hereto (see Section 5, Attachment 10). The services rendered by the Successful

Proposer under the Agreement shall not be deemed complete until the County has conducted a physical inspection of the goods (e.g., Garbage Carts and Recycling Carts) provided by the Successful Proposer and concluded that the goods comply with the requirements contained in this RFP and the Agreement. In the event that the goods provided are defective or otherwise fail to comply with the County's specifications, the County reserves its right to require the Successful Proposer to take corrective actions. Among other things, the County may require the Successful Proposer to return any non-compliant goods to the manufacturer and provide a replacement for the defective goods. These corrective actions shall be taken solely at the expense of the Successful Proposer; the Successful Proposer shall not assess any additional charge(s) against the County for any corrective action. The County shall not pay for any product or service that does not conform to the specifications in this RFP and the Agreement.

By submitting a proposal in response to this RFP, the Proposer acknowledges and agrees that (a) the Garbage Carts and Recycling Carts to be furnished by the Proposer under this RFP shall be covered by the most favorable commercial warranty the cart manufacturer gives to any customer purchasing comparable quantities of carts, (b) the rights and remedies provided to the County in this RFP and the Agreement are in addition to the cart manufacturer's warranty, (c) the Proposer's contract to purchase the County's carts will name the County as a third party beneficiary of the cart manufacturer's warranty; (d) all of the carts supplied by the Proposer pursuant to the Agreement shall be new, warranted for their merchantability, and fit for the particular purposes and uses described in this RFP and the Agreement.

Section 1.10: Delivery and Completion of the Proposer's Response to this RFP

Section 1.10.1: Delivery of the Proposer's Response

Unless a package is delivered by the Proposer in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection in the Lake County Clerk of the Circuit Court's Mail Receiving Center, which is an off-site secure controlled facility. This inspection will occur before the mail is delivered to any Lake County governmental facility or office, including the Lake County Office of Procurement Services.

To be considered for award, a proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within this RFP. A proposal will not be considered for award if the proposal is received in the Office of Procurement Services after the official due date and time, regardless of when or how the proposal was received in the Lake County Clerk of Court's Mail Receiving Center. Each Proposer is solely responsible for ensuring that their proposal is delivered to the Office of Procurement Services in a timely manner, regardless of how much time is required for the transportation, delivery, and inspection of the proposal.

Each package shall be clearly marked with the applicable RFP number (RFP No. 13-0303), title (Collection of Residential Waste), and the Proposer's name. Each proposal should be securely sealed in an opaque envelope or package to maintain the confidentiality of the proposal prior to the deadline for the submittal of proposals.

If you intend to submit your proposal **IN PERSON**, please bring your proposal to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your proposal by the **UNITED STATES POSTAL SERVICE**, please mail your proposal to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your proposal by a **THIRD PARTY CARRIER** (e.g., FedEx, UPS, or other private courier service), please send your proposal to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Proposals submitted by facsimile (fax) or electronically (e-mail) will not be accepted by the County.

Section 1.10.2: Completion Requirements for Proposals

Each Proposer must seal and deliver their original proposal, and seven (7) complete copies of the proposal, to the County’s Office of Procurement Services no later than the official due date and time for proposals. Any proposal received after this time will not be considered and will be returned unopened to the Proposer.

Each proposal shall consist of two separately bound sections. The first section will be the vendor’s Technical Proposal. The second section will be the vendor’s Price Proposal. Each section of the proposal shall be prepared in accordance with the following information and directions. If a proposal fails to comply with the following requirements, as determined by the County, the proposal may be rejected.

A. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the Proposer’s capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Each Proposer should concentrate on the accuracy, completeness, and clarity of their proposal.

B. Proposal Guidelines

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. The text of the proposal shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Tables and Charts - Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible, and no larger than eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and shall only be used for large tables, charts, graphs, diagrams, and schematics.

Binding, Labeling, and Tabs - The proposal shall be submitted in a three-ring binder or bound in a similar manner to ensure that the pages are not lost. Each section of the proposal should be labeled and identified by section tabs.

Cover Page - A cover sheet shall be included in the original and each copy of the proposal. The cover sheet shall clearly identify the RFP number (No. 13-0303), the RFP title (Collection of Residential Waste), and the Proposer's name. The cover sheet shall indicate whether the proposal is the original or a copy and, if a copy, the number of the copy.

C. Technical Proposal Section:

The Technical Proposal section of the response shall be organized as follows:

Tab 1 - Proposer Profile & Required Information

- A. Provide a statement of interest and understanding of County's project
- B. Provide a firm profile and history using the County's vendor profile form (see Section 5, Attachment 6). Also include any additional information concerning the firm that you wish to provide for the County's consideration.
- C. Provide a detailed description of at least three (3), but no more than ten (10), similar projects where the Proposer has provided Residential Collection Services in Florida for at least three (3) years. The description of such projects should be provided on the County's similar projects form (see Section 5, Attachment 7). For the purposes of this RFP, a "similar project" means a project where the Proposer entered into an exclusive franchise agreement or a similar exclusive contractual arrangement and collected Garbage, Yard Trash, and Recyclable Materials at Curbside from twenty-five thousand (25,000) or more dwelling units located in one county or municipality, while using Garbage Carts, Recycling

Carts, and automated or semi-automated equipment. For each similar project, the Proposer shall identify the approximate number of Garbage Carts and Recycling Carts that were purchased and distributed by the Proposer. If the Proposer cannot satisfy these requirements for similar projects, the County may reject the proposal, based on the grounds that the Proposer is not qualified.

- D. Identify the General Manager and the other key personnel that will be responsible for ensuring the Proposer's compliance with the requirements in the RFP and Agreement. Provide the name, business address, telephone number, and e-mail address of the individual that will act as the General Manager for the project. For the General Manager and other key personnel, provide a summary or resume describing the individual's background and skills in managing similar projects. Each summary should include the following information:
- The person's experience with similar projects.
 - The person's length of service and type of service with the Proposer.
 - The person's education and formal training.
- E. Provide a list of all solid waste collection contracts of the Proposer that were not renewed within the State of Florida during the last five (5) years (i.e., on or after January 1, 2008). For each such contract, provide the name of the governmental entity, the name and telephone number of a governmental employee who is familiar with the governmental entity's decision to not renew, and a statement of the reasons why the contract was not renewed (e.g., the contract was subject to bidding and we were not the low bidder).
- F. Provide the name, address, office telephone number, mobile (cell) phone number, and e-mail address for the Person that will serve as the Proposer's primary representative (i.e., point of contact) for matters related to this RFP.

Tab 2 - Proposed Approach

Provide a description of the approach and process the Proposer will use to successfully provide the services required pursuant to the Agreement. Among other things, the Proposer should identify the approximate number and types of vehicles that will be used, the approximate number and types of personnel, the anticipated location of the Proposer's vehicle maintenance yard, and the type of fuel(s) that will be used in the Proposer's collection vehicles. The Proposer may submit any other relevant information that will help the County evaluate the Proposer's plan for providing service to the County in compliance with the Agreement.

Tab 3 - Proof of Insurability

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can obtain the required insurance coverage. The minimum insurance requirements are described in Section 52 of the Agreement (see Section 5, Attachment 1).

Tab 4 - References

Provide at least three (3) references from communities where the Proposer had comparable projects within the last three (3) years. The list of references should include at least one contact person for each of the communities identified as “similar projects” pursuant to Tab 1, paragraph C, above. The references should be identified on the County’s form for work references (see Section 5, Attachment 8).

Tab 5 – Litigation and Enforcement Proceedings

Each Proposer shall identify and describe all lawsuits (if any) between the Proposer and a governmental entity within the last five (5) years (i.e., on or after January 1, 2008) concerning a solid waste collection contract between the Proposer and the governmental entity. Identify the court where the lawsuit was filed, provide the case number, and describe the status of the case.

Provide a list of all contracts or franchises with governmental entities for waste collection services where, during the past five (5) years, the Proposer paid fines, administrative charges, liquidated damages, or similar fees that exceeded a total of Ten Thousand Dollars (\$10,000). For each contract, provide a contact name and telephone number, and a brief description of the events or issues that resulted in these payments.

The Proposer shall provide a list of all cases within the last five (5) years involving allegations or determinations by the United States Environmental Protection Agency, the Florida Department of Environmental Protection or other federal, state or local environmental agencies that the Proposer’s solid waste collection activities resulted in a violation of Applicable Law. The Contractor shall summarize the relevant allegations and describe the outcome or projected outcome of the case.

The Proposer must identify and provide a summary of all criminal convictions and indictments of the Proposer and its officers, managers, directors, majority shareholders, and key personnel from January 1, 2003 to the present.

Tab 6 - Subcontractors / Joint Ventures

Provide a list of any Subcontractor or joint venture arrangements that will be used by the Contractor to complete the work for the County. Provide information demonstrating that the Subcontractor and/or joint venture has the experience, qualifications, personnel, equipment, and resources to provide the services requested by the Proposer.

Tab 7 – Garbage Carts and Recycling Carts

The Successful Proposers must provide Garbage Carts and Recycling Carts to the residents in their Service Area (see e.g., Section 27.1.3 of the Agreement). Each Proposer must confirm that

their Garbage Carts and Recycling Carts will comply with the County's Specifications for Carts (See Section 5, Attachment 10). Each Proposer must complete the form in Section 5, Attachment 10, concerning the cart specifications, and provide the information requested in Attachment 10. Each Proposer also must describe their experience delivering and using carts equipped with RFID tags. Information concerning such experience may be provided here or under Tab 1, Paragraph C, above.

Tab 8 - Other Information

Provide any other relevant information about the Proposer's qualifications, fitness, personnel, equipment, resources, and ability to provide Residential Collection Service in compliance with the requirements in this RFP and the Agreement. The Proposer may submit any relevant information that demonstrates the Proposer is offering the best overall proposal, with the best value for the County, consistent with the County's best interests.

D. Price Proposal Section:

The Price Proposal section of the response shall be organized as follows:

Tab 1 - Completed RFP Documents

All of the documents in Section 4 of this RFP shall be completed, signed, and inserted in this portion of the Price Proposal. The documents shall include all acknowledgements, certifications, and required signatures.

Tab 2 - Completed Pricing Section

- Provide the prices proposed, using the pricing tables that are attached hereto (see Section 5, Attachment 9).
- Provide the fully executed proposal bond (see Section 5, Attachment 4).

Tab 3 - Financial Stability

Each Proposer shall certify and provide a statement demonstrating that the Proposer is financially stable and has the necessary financial resources to provide the services required by the County. If a Subcontractor or a joint venture arrangement is being proposed, provide similar information for the Subcontractor and the participants in the joint venture.

Each Proposer must state whether the Proposer has been the subject of a bankruptcy proceeding within the last five (5) years (i.e., on or after January 1, 2008), and whether the Proposer is the subject of a current or anticipated bankruptcy proceeding. Each proposer should provide letters of reference from lenders, financial institutions, or others that can attest to the credit-worthiness of the Proposer.

Upon the County's request, each Proposer shall provide a financial statement to the County. A certified audit is preferred, but a financial statement prepared by an independent third party, combined with the latest D & B report, will be accepted.

Tab 4 - Other Information

Provide any information that will provide insight to the County about the financial qualifications, fitness, and stability of the Proposer. This information should be succinct.

Section 1.11: The Contractor's Qualifications

The County will only consider Proposals that are submitted by Persons who are experienced in providing the services described in the Agreement, and able to demonstrate that they have a consistent record of providing excellent service. Each Proposer must demonstrate that it has the managerial, financial, and other resources necessary to perform in compliance with the requirements in the Agreement if the Proposer is selected by the County. Each Proposer may be required to verify the competency of its Subcontractors (if any) and its suppliers.

The County reserves its right, before awarding a franchise pursuant to this RFP, to require a Proposer to provide additional evidence concerning its qualifications and the qualifications of the Proposer's Subcontractors and suppliers, as the County deems necessary. The County may conduct its own investigations into such matters, and the County may consider any evidence available to the County concerning the qualifications and abilities of any Proposer.

Section 1.12: Demonstration of Carts during the Evaluation Process

Each Proposer may be required to show their proposed Garbage Carts and Recycling Carts to County personnel, at no cost, before the County selects the Successful Proposers. The County may wish to observe the carts and thus verify that the carts satisfy the County's requirements. The County shall be the sole judge of whether the proposed carts satisfy the County's specifications and requirements. The carts provided for the County's inspection shall be the same as the ones identified in the Proposer's offer.

Section 1.13: Contractor's Key Personnel

By submitting a proposal, the Proposer is representing that each one of the key persons listed in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature, in which case the Proposer shall promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall offer a person with equal or higher qualifications.

Section 1.14: Omission from the Specifications

The apparent silence of this RFP and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning

that only the best commercial practices are to prevail, and only materials and workmanship of the first quality are to be used.

Section 1.15: Presentations and Discussions After Proposals are Submitted

A. In its sole discretion, the County may ask one or more Proposers to make a presentation, without charge, to the County concerning its proposal.

B. The County may request any Proposer to provide additional information, and may request "best and final" offers.

C. Proposers should not assume that they will be asked to make a presentation or provide a "best and final" offer. Proposers should include all pertinent and required information in their proposal because the County may select the Successful Proposers without conducting any interviews or requesting any presentations after the proposals are submitted to the County.

Section 1.16: Special Federal and State Requirements

If a franchise is awarded to a Successful Proposer, the Successful Proposer shall be required to utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of:

- 1) All of the successful proposer's employees that perform work under the Agreement; and
- 2) All Subcontractors that perform work under the specific scope of this Agreement.

Section 1.17: The County's Exclusive Rights

The County reserves its exclusive right to determine the best interests of the County and act accordingly, even if the County's actions involve the disqualification of or other injury to a Proposer. Among other things, the County reserves the exclusive right to:

- Conduct interviews with or require presentations by any or all Proposers prior to selection.
- Request that Proposer(s) modify their proposal to more fully meet the needs of the County.
- Contact any person or agency, and conduct any investigation deemed necessary, to obtain additional information about one or more Proposers and proposals.
- Evaluate one or more proposals without further discussion, submittals, or presentations.
- Accept or reject one or more qualifications statements or proposals in part or in whole.
- Request additional information from one or more Proposers about their qualifications or proposals.
- Be the sole judge of Proposers' qualifications.
- Waive any irregularities, deficiencies, and technicalities concerning any Proposal.
- Revise the scope of the RFP.

- Award the Agreement to the Proposer whose proposal is most advantageous to and in the best interest of the County.
- Enter into negotiations with any Proposer, or multiple Proposers, or the County's existing contractor for Collection Services.
- Request additional proposals.
- Reject any and all proposals for any reason.

By submitting a proposal, all Proposers acknowledge and agree that: (a) no enforceable contract arises until the County signs the Agreement; (b) no action shall lie to require the County to sign the Agreement at any time; (c) there is no obligation on the part of the County to award the Agreement to the Contractor offering the lowest prices to the County; (d) the County shall be the sole judge of the procedure used to select Successful Proposers, and the determination of which proposal is most advantageous to or in the best interest of the County; and (e) each Proposer waives all claims to damages, lost profits, costs, expenses, and attorneys' fees, if the Board decides that it will not approve the Agreement with the Proposer.

The County may reject proposals for any reason that the County deems sufficient. Among other things, the County may reject proposals: (a) if the Proposer misstates or conceals any material fact in the proposal; (b) if the proposal does not strictly conform to the law or the requirements of the RFP; (c) if the proposal is subject to any conditions or qualifications; (d) for budgetary reasons; (e) if a change occurs that makes the RFP unnecessary or undesirable for the County; and (f) if the Board decides to extend or renegotiate its existing franchise agreement with one or both of its current contractors.

Section 1.18: No Warranty for County Data

The data contained in the RFP, or provided by any officer or agent of the County, are for informational purposes only. The County makes no warranty or guarantee concerning the accuracy of any data or information set forth in this RFP or any other document. Proposers shall make no claim against the County because of any data which may prove to be erroneous in any respect. Each Proposer shall have sole responsibility for determining all of the relevant facts that may affect its Proposal.

Section 2 – Statement of Work

A detailed statement of the work required pursuant to this RFP is set forth in the Exclusive Franchise Agreement that is attached hereto (see Section 5, Attachment 1).

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester’s name, address, and telephone number. The

Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer’s responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers’ Responsibilities

The Proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Proposer of conditions that exist or may exist will not be accepted as a basis for varying the County’s requirements or the compensation to be paid.

E. Restricted Discussions

From the date of issuance of this RFP until final County action, vendors should not discuss the RFP or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Prior to the scheduled due date, a Proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the requirements in this RFP and the Agreement, it is incumbent upon the vendor to identify such conflict to the designated procurement representative prior to the proposal due date. Unless otherwise provided in an addendum to this RFP, the provisions of the Agreement shall govern and control in the event of a conflict between the Agreement and the other provisions of the RFP.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during the proposal evaluation.

3.3 PREPARATION OF PROPOSALS

- A. The Pricing Section of this RFP defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal
- B. The proposal submitted must be legible. Proposers shall use typewriters, computers or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the proposal to be rejected.
- C. An authorized agent of the Proposer’s firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**
- D. When there is a discrepancy between the unit prices and any

extended prices, the unit prices will prevail.

- E. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean a Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The Proposer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Proposer, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Proposer in preparing and submitting a proposal, or any cost or expense incurred by any Proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Proposer should not submit any information in response to this RFP which the Proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible Proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- C. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Proposer's site or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this RFP.
- D. The Proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a Proposer that submitted a proposal under this RFP.
- E. Award of the contract resulting from this RFP may be predicated on compliance with and submittal of all required documents as stipulated in the RFP.
- F. A Proposer wishing to protest any award decision resulting from this RFP shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.13 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.14 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.15 RESERVED

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event

shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor

shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.26 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.27 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.28 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.29 PUBLIC RECORDS/ COPYRIGHTS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.30 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.31 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.32 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.33 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time.

However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.34 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.35 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

Section 4.1: Pricing

Each Proposer shall use the County’s pricing tables (see Section 5, Attachment 9) to submit its proposed prices for providing Residential Collection Services in compliance with the requirements in the Exclusive Franchise Agreement.

A Proposer shall provide its prices for the collection of Residential Waste in the Service Area(s) in which the Proposer wishes to provide its services. A Proposer is not required to provide its services in each Service Area and, therefore, a Proposer is not required to provide prices for any Service Area in which the Proposer does not wish to provide its services. For each Service Area in which a Proposer wishes to provide its services, the Proposer must submit all of the prices requested in the County’s pricing table (i.e., prices for the collection of Garbage, Yard Trash, and Recyclable Materials, respectively) for each disposal facility that may be used in the Service Area.

A Proposer may provide prices for both the collection and the disposal of the County’s Residential Waste. The prices shall be based on the requirements in this RFP and Agreement, as well as the requirements in the County’s RFP and agreement for the disposal of the County’s solid waste.

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials (e.g., carts) purchased by the vendor for the project** (see Section 3.8).
- The vendor shall not alter or amend any of the information stated in the Pricing Section.
- Any Proposal containing a modifying or “escalator” clause not specifically authorized by the RFP and the Agreement will not be considered.
- All pricing submitted by a Proposer shall remain valid for 180 days. By signing and submitting a response to this RFP, the vendor acknowledges and agrees to this requirement.
- **Vendors are advised to visit the County’s website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

Section 4.2: Acknowledgement of Addenda

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
<p>The Proposer must list below the dates of issue for each addendum received in connection with this RFP:</p> <p style="text-align: center;">Addendum #1, Dated: _____</p> <p style="text-align: center;">Addendum #2, Dated: _____</p> <p style="text-align: center;">Addendum #3, Dated: _____</p> <p style="text-align: center;">Addendum #4, Dated: _____</p>
Part II:
<p><input type="checkbox"/> No Addendum was received in connection with this RFP.</p>

Section 4.3: Acknowledgement of Requirements in RFP and the Agreement

By signing and submitting a proposal in response to this RFP, the Proposer acknowledges and agrees that: (a) the Proposer has carefully read this RFP and the Exclusive Franchise Agreement that is attached hereto (Section 5, Attachment 1); (b) the Proposer understands and accepts the conditions and limitations contained in the Exclusive Franchise Agreement; (c) the Proposer’s proposal is not contingent upon any conditions, limitations, or changes to the Exclusive Franchise Agreement; (d) if selected by the County, the Proposer will promptly execute the Exclusive Franchise Agreement, provide the required Performance Bond, and otherwise comply with the requirements in the Exclusive Franchise Agreement; (e) the Proposer will provide all of its services under the Exclusive Franchise Agreement in exchange for the payment of the fees set forth in the Proposer’s pricing sheets, which are attached hereto (Section 5, Attachment 9); and (f) the Proposer has sought and received the assistance of legal counsel, as necessary, before submitting its proposal in response to this RFP.

Section 4.4: Warranty and Certification concerning the Proposer’s Legal Authority

By Signing this Proposal, the Proposer Attests and Certifies that:

- The Proposer satisfies all legal requirements (as an entity) to do business with the County.
- The Proposer acknowledges that the County’s award of a contract may be contingent upon a determination by the County that the Proposer has the capacity and capability to successfully perform the work required under the Agreement.
- The Proposer certifies that it understands all of the requirements of this RFP, and that the undersigned individual is duly authorized to execute this proposal on behalf of the Proposer.

Section 4.5: Certification regarding Acceptance of County Electronic Payable Process

Vendor will accept payment using the County’s VISA-based electronic payment system: Yes No

Section 4.6: Reserved

Section 4.7: Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the Proposer been convicted of a felony during the past ten (10) years? Yes No (Check one)

Section 4.8: Reciprocal Vendor Preference

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222, a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the Proposer (city/state): _____
2. Does the Proposer maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: Yes No If “yes” is checked, provide supporting detail:

Section 4.9: Certification and Disclosure regarding Conflict of Interest

Except as listed below, no employee, officer, or agent of the Proposer has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

General Vendor Information and Proposal Signature:

Firm Name: _____
 Street Address: _____
 Mailing Address (if different): _____
 Telephone No.: _____ Fax No.: _____ E-mail: _____
 FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____
 Signature: _____ Date: _____
 Print Name: _____ Title: _____

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

- | | |
|---|---|
| <input type="checkbox"/> Sole vendor | <input type="checkbox"/> Pre-qualified pool vendor based on price |
| <input type="checkbox"/> Pre-qualified pool vendor (spot bid) | <input type="checkbox"/> Primary vendor for items: _____ |
| <input type="checkbox"/> Secondary vendor for items: _____ | <input type="checkbox"/> Other status: _____ |

Signature of authorized County official: _____ Date: _____

Printed name: _____ Title: _____

Purchase Order Number assigned to this contract for billing purposes: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Exclusive Franchise Agreement

(Can be downloaded in PDF format on Lake County Procurement website)

Attachment 2: Map depicting the Service Areas

Attachment 3: Legal Descriptions of the Service Areas

Attachment 4: Proposal Bond Form

Attachment 5: Performance Bond Form (provided for information only)

Attachment 6: Vendor Profile Form

(Can be downloaded in word format on Lake County Procurement website)

Attachment 7: Similar Projects Form

(Can be downloaded in word format on Lake County Procurement website)

Attachment 8: Work References Form

(Can be downloaded in word format on Lake County Procurement website)

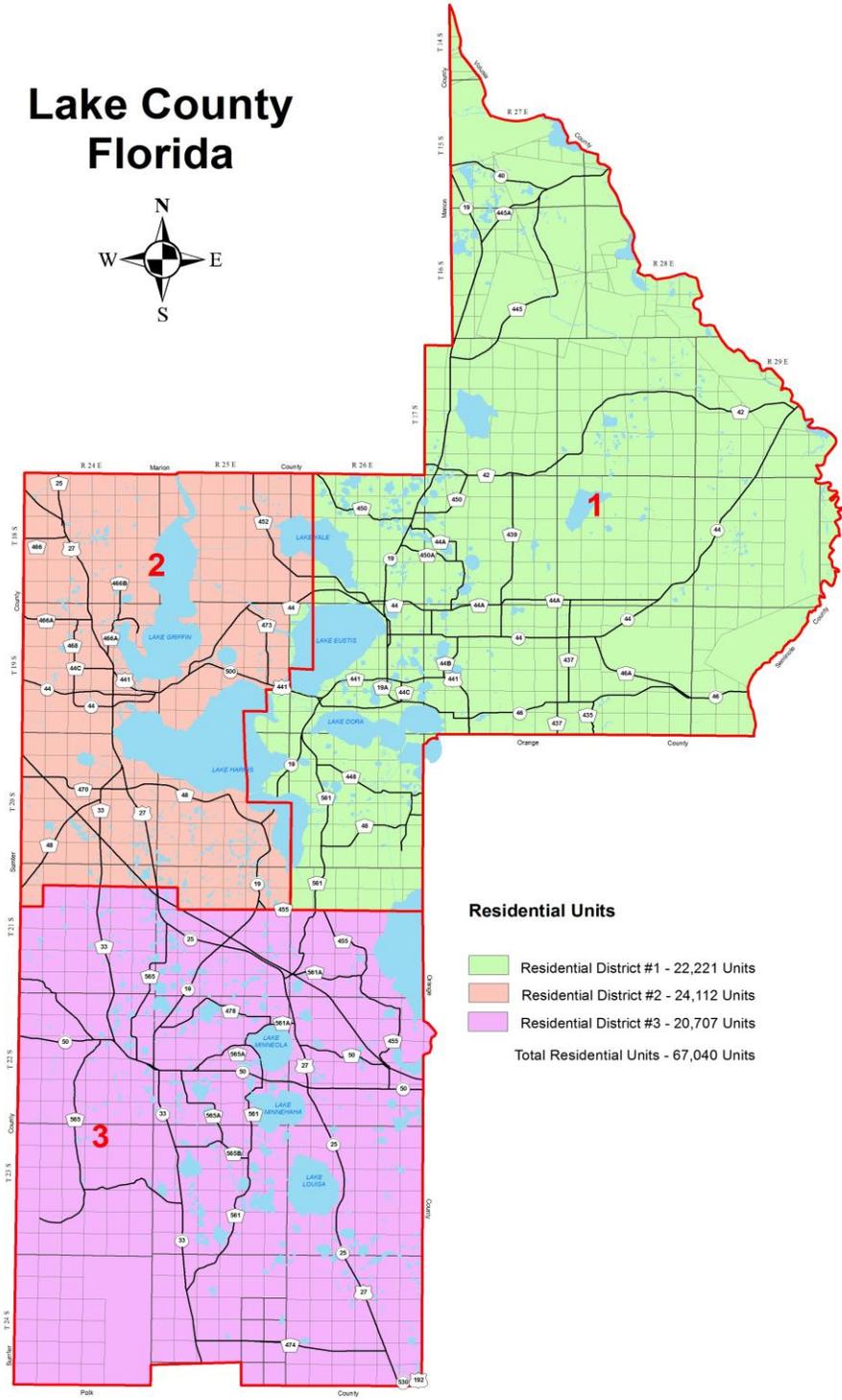
Attachment 9: Pricing Tables

Attachment 10: Specifications for Carts

ATTACHMENT ONE: EXCLUSIVE FRANCHISE AGREEMENT

(Due to the size of the agreement, this document can be downloaded in a PDF format on the
Lake County Procurement Website)

ATTACHMENT TWO: MAP DEPICTING THE SERVICE AREAS



Map Prepared May, 2012

ATTACHMENT THREE: LEGAL DESCRIPTIONS OF SERVICE AREAS

Service Area 1:

All of Township 14 South, Range 27 East
All of Township 15 South, Range 27 East
All of Township 15 South, Range 28 East
All of Township 16 South, Range 27 East
All of Township 16 South, Range 28 East
All of Township 17 South, Range 27 East
All of Township 17 South, Range 28 East
All of Township 17 South, Range 29 East
All of Township 17 South, Range 30 East
Sections 1-5, 8-17, 20-29, and 32-36, Township 18 South, Range 26 East
All of Township 18 South, Range 27 East
All of Township 18 South, Range 28 East
All of Township 18 South, Range 29 East
All of Township 18 South, Range 30 East
Sections 25, 35 and 36, Township 19 South, Range 25 East
Sections 1-5, 8-17, and 19-36, Township 19 South, Range 26 East
All of Township 19 South, Range 27 East
All of Township 19 South, Range 28 East
All of Township 19 South, Range 29 East
Sections 1-2, and 11-14, Township 20 South, Range 25 East
All of Township 20 South, Range 26 East
Sections 1-12, Township 21 South, Range 26 East
Lying within Lake County, Florida

Service Area 2:

All of Township 18 South, Range 24 East
All of Township 18 South, Range 25 East
Sections 6-7, 18-19, and 30-31, Township 18 South, Range 26 East
All of Township 19 South, Range 24 East
Sections 1-24, and 26-34, Township 19 South, Range 25 East
Sections 6, 7, and 18 Township 19 South, Range 26 East
All of Township 20 South, Range 24 East
Sections 3-10 and 15-36, Township 20 South, Range 25 East
Sections 1-7, Township 21 South, Range 24 East
Sections 1-6 and 8-12, Township 21 South, Range 25 East
Lying within Lake County, Florida

Service Area 3:

Sections 8-36, Township 21 South, Range 24 East
Sections 7 and 13-36, Township 21 South, Range 25 East
Sections 13-36, Township 21 South, Range 26 East
All of Township 22 South, Range 24 East
All of Township 22 South, Range 25 East
All of Township 22 South, Range 26 East
All of Township 23 South, Range 24 East
All of Township 23 South, Range 25 East
All of Township 23 South, Range 26 East
All of Township 24 South, Range 24 East
All of Township 24 South, Range 25 East
All of Township 24 South, Range 26 East
Lying within Lake County, Florida

ATTACHMENT FOUR: PROPOSAL BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____, as Principal, and _____
as Surety, are hereby held and firmly bound unto Lake County, a political subdivision of the State of
Florida, and the Board of County Commissioners, in the penal sum of _____ Hundred Thousand
Dollars (\$__00,000.00), for the payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, and our successors and assigns. Signed this ____day of _
_____, 2013.

The condition of the above obligation is such that whereas the Principal has submitted to Lake County
Board of County Commissioners, a certain Proposal, which is attached hereto and hereby made a part
hereof, to enter into an Exclusive Franchise Agreement with the County for the collection of Residential
Waste in the unincorporated areas of Lake County.

NOW THEREFORE,

- (a) If said Proposal shall be rejected or, in the alternative,
- (b) If said Proposal shall be accepted and the Principal shall execute and deliver the Exclusive Franchise Agreement (properly completed in accordance with said Proposal) and shall furnish a performance bond for its faithful performance of said Exclusive Franchise Agreement, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform in compliance with the agreement created by the acceptance of said Proposal, then this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the County may accept the Proposal, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as the corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

By: _____ (L.S.)

By: _____ (L.S.)

Title: _____

Title: _____

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida and have a Florida Licensed Resident Agent.

BOND NUMBER: _____

ATTACHMENT FIVE: PERFORMANCE BOND FORM (provided for information only)

PERFORMANCE BOND

CONTRACTOR (name, principal place of business, and phone number):

SURETY (name, principal place of business, and phone number):

COUNTY:

County Manager
Lake County
P.O. Box 7800
315 West Main Street, Suite 335
Tavares, FL 32778-7800

BOND No.

Date: _____

Amount: _____ Hundred Thousand Dollars (\$___00,000)

KNOW ALL MEN BY THESE PRESENTS that we, _____
(hereinafter “CONTRACTOR”), as Principal, and _____, hereinafter
“SURETY”), as Surety, are held and firmly bound unto Lake County, Florida (hereinafter
“COUNTY”), as Obligee, in the amount of _____ Hundred Thousand Dollars
(\$___00,000), for the payment whereof CONTRACTOR and SURETY bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the SURETY states that it has read all of the “Exclusive Franchise
Agreement” (hereinafter “Agreement”) that is attached hereto and incorporated herein by
reference, and SURETY has carefully considered the CONTRACTOR’s obligations and duties

under the Agreement, including but not limited to the provisions of Sections 47 (“Breach and Termination of Agreement”) and 51 (“Damages and Indemnification”); and

WHEREAS, the COUNTY’s issuance of an exclusive franchise to the CONTRACTOR, and the COUNTY’s execution of the Agreement with the CONTRACTOR, are contingent upon the execution of this bond (hereinafter “BOND”) and these presents.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the CONTRACTOR shall in all respects promptly and faithfully perform and comply with all of the terms and conditions of the Agreement, and CONTRACTOR’s obligations thereunder, then this obligation shall be void; otherwise, the BOND shall remain in full force and effect, in accordance with the Agreement and the following terms and conditions:

1. The SURETY, for value received, as hereby acknowledged, stipulates and agrees that no change, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the requirements for the same shall in any way affect the SURETY’s obligations on the BOND, and SURETY does hereby waive notice of any change, alteration, or addition to the terms of the Agreement or to the work.

2. The SURETY, for value received, as hereby acknowledged, further stipulates and agrees that it will pay the COUNTY all losses, damages, expenses, costs, and attorneys’ fees, including fees incurred in appellate proceedings, the COUNTY sustains because of a default by the CONTRACTOR under the Agreement, up to the maximum amount of the BOND.

3. The fact that the COUNTY may extend the time within which the CONTRACTOR may perform its obligations shall not release the SURETY from its obligations under this BOND, whether such extension is made after notice to the SURETY or not, and the SURETY hereby consents that the COUNTY may extend the time for the CONTRACTOR’s performance, without providing notice to the SURETY.

4. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the COUNTY shall promptly give notice of such default to the SURETY in writing by certified mail, return receipt requested, addressed to the SURETY at its principal place of business, as identified above.

5. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall have the right to complete the work or performance on behalf of the CONTRACTOR, and for that purpose shall have all of the rights of the FRANCHISEE under the Agreement for the completion of performance.

6. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall remedy the default or otherwise satisfy its obligations under this BOND.

7. In the event there is a failure to perform the conditions of this obligation, the COUNTY may bring any and all actions, suits, or proceedings, or otherwise take such steps as it

deems appropriate, to enforce the obligation of the SURETY, and the COUNTY may do so without joining the CONTRACTOR in any such actions, suits, or proceedings. Thereafter, whether judgment is obtained against the SURETY or not, successive actions can be brought against the CONTRACTOR, and this BOND shall remain a continuing obligation on the part of the SURETY and the CONTRACTOR until the conditions of this BOND have been fully performed, including the resolution of third party lawsuits.

8. It is understood and agreed that the obligation of the CONTRACTOR under this BOND continues from day to day until paid, and a new cause of action arises thereon daily with the result that the statute of limitations of the State of Florida does not run against the entire claim. The obligation of the SURETY under this BOND, therefore, continues in this manner, and no action, suit, or proceeding against the CONTRACTOR or the SURETY hereunder shall be barred, except under such conditions as would bar it under the said statute of limitations.

9. Any proceeding, legal or equitable, under this BOND shall be instituted only in a court of competent jurisdiction in Lake County, Florida, and shall be instituted within the statute of limitations after the CONTRACTOR’s default or within the statute of limitations after the SURETY refuses or fails to perform its obligations under this BOND, whichever occurs later. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Florida shall be applicable.

10. Notices to the SURETY, the COUNTY, and the CONTRACTOR shall be mailed or delivered to the addresses shown above.

11. The SURETY represents and warrants to the COUNTY that it has a rating of “A+” or better as to management and “FSC XV” or better as to strength by Best’s Insurance Guide or Surety; (b) it is listed on the U.S. Treasury Department’s list of acceptable sureties for federal bonds; (c) it has been in business continuously for at least five years; and (d) it will not cancel or alter this BOND without providing at least 30 days advance notice to the COUNTY.

12. This BOND shall be in effect for a term beginning _____, 201__ and ending _____, 201__. This BOND may be extended for additional terms at the option of the SURETY, as evidenced by continuation certificates executed by the SURETY.

FRANCHISEE AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Witnesses:

Signature

Signature

Print Name

Print Name

Signature

Signature

Print Name

Print Name

FLORIDA RESIDENT AGENT FOR SURETY

Print Name

Address

Phone

Fax

ATTACHMENT EIGHT: WORK REFERENCES FORM

Name of City or County	
Address	
City, State, ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Name of City or County	
Address	
City, State, ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Name of City or County	
Address	
City, State, ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

ATTACHMENT NINE: PRICING TABLES

Pricing Sheets 1, 2, 3, and 4 (below) should be used to provide the Proposer's prices for the collection of the County's Residential Waste, including Garbage, Rubbish, and Bulk Waste (collectively, "MSW"), Yard Trash ("YT"), and Recyclable Materials ("RM"). A Proposer should complete Pricing Sheet #1 if the Proposer wishes to provide its services in Service Area 1. Pricing Sheet #2 should be used for Service Area 2. Pricing Sheet #3 should be used for Service Area 3. Pricing Sheet #4 should be used to present the prices that will be charged by the Proposer if the County awards an exclusive franchise to the Proposer for the entire County (Service Areas 1, 2, and 3).

A Proposer also may submit reduced prices based upon the County awarding a franchise to the Proposer for two (2) Service Areas. In such cases, the Proposer should complete the Pricing Sheets for the appropriate Service Areas and note on the Pricing Sheets in bold print that the prices are contingent upon an award to the Proposer of an exclusive franchise for both Service Areas, and the prices for the two Service Areas are lower than the Proposer's prices for one Service Area.

All of the prices provided by the Contractor for Collection Services shall be presented in dollars per parcel of Residential Property per year.

Pricing Sheet 5 and 6 (below) should be used to provide the Proposer's prices for the collection and disposal of the County's Residential Waste. If a Proposer is selected to collect and dispose of the County's waste, the Proposer must comply with the requirements in this RFP and the Agreement concerning collection, and the Proposer also must comply with the requirements in the County's RFP and agreement for disposal services. The Proposer's prices for the disposal of Garbage, Rubbish, and Bulk Waste ("MSW") shall be stated in dollars per Ton.

For each Service Area in which the Proposer wishes to provide its services, provide the Proposer's prices for delivering MSW to the five (5) disposal facilities identified below. Recyclable Materials ("RM") may be taken to any fully permitted Recycling facility. In all cases, however, segregated loads of Yard Trash shall be taken to the Lake County Landfill (a/k/a the Central Landfill Facility), which is located at 13130 County Landfill Road, Tavares, Florida. The Proposer's prices for all three (3) Service Areas shall be based on the use of the Lake County Landfill for the disposal of segregated loads of Yard Trash.

Potential Disposal Facilities

1. Lake County Landfill – 13130 County Landfill Road Tavares, FL 32778
(352-343-3776)
2. ACMS – 835 CR 529, Lake Panasoffkee, FL 33538
3. Covanta Waste to Energy Facility - 3830 Rogers Industrial Park Road Okahumpka, FL
34762
(352) 365-1611

4. Waste Management Transfer Station – 8708 Northeast 44th Drive Wildwood, FL 34785
(800) 223-4825

5. Waste Services Transfer Station – 109 Sampey Road Groveland, FL 34736
(352) 429-3009

Pricing Sheet #1: Collection Only

	<u>Site 1 (County Landfill)</u>	<u>Site 2 (ACMS)</u>	<u>Site 3 (Covanta)</u>	<u>Site 4 (W.M. Transfer)</u>	<u>Site 5 (W.S.I. Transfer)</u>
Service Area 1					
\$ _____ (MSW)	\$ _____ (MSW)	\$ _____ (MSW)	\$ _____ (MSW)	\$ _____ (MSW)	\$ _____ (MSW)
\$ _____ (YT)	\$ _____ (YT)	\$ _____ (YT)	\$ _____ (YT)	\$ _____ (YT)	\$ _____ (YT)
\$ _____ (RM)	\$ _____ (RM)	\$ _____ (RM)	\$ _____ (RM)	\$ _____ (RM)	\$ _____ (RM)
\$ _____ (Total)	\$ _____ (Total)	\$ _____ (Total)	\$ _____ (Total)	\$ _____ (Total)	\$ _____ (Total)

Pricing Sheet #2: Collection Only

	<u>Site 1 (County Landfill)</u>	<u>Site 2 (ACMS)</u>	<u>Site 3 (Covanta)</u>	<u>Site 4 (W.M. Transfer)</u>	<u>Site 5 (W.S.I. Transfer)</u>
Service Area 2					
\$ _____ (MSW)	\$ _____ (MSW)	\$ _____ (MSW)	\$ _____ (MSW)	\$ _____ (MSW)	\$ _____ (MSW)
\$ _____ (YT)	\$ _____ (YT)	\$ _____ (YT)	\$ _____ (YT)	\$ _____ (YT)	\$ _____ (YT)
\$ _____ (RM)	\$ _____ (RM)	\$ _____ (RM)	\$ _____ (RM)	\$ _____ (RM)	\$ _____ (RM)
\$ _____ (Total)	\$ _____ (Total)	\$ _____ (Total)	\$ _____ (Total)	\$ _____ (Total)	\$ _____ (Total)

Pricing Sheet #3: Collection Only

	<u>Site 1 (County Landfill)</u>	<u>Site 2 (ACMS)</u>	<u>Site 3 (Covanta)</u>	<u>Site 4 (W.M. Transfer)</u>	<u>Site 5 (W.S.I. Transfer)</u>
Service Area 3					
\$ _____ (MSW)	\$ _____ (MSW)	\$ _____ (MSW)	\$ _____ (MSW)	\$ _____ (MSW)	\$ _____ (MSW)
\$ _____ (YT)	\$ _____ (YT)	\$ _____ (YT)	\$ _____ (YT)	\$ _____ (YT)	\$ _____ (YT)
\$ _____ (RM)	\$ _____ (RM)	\$ _____ (RM)	\$ _____ (RM)	\$ _____ (RM)	\$ _____ (RM)
\$ _____ (Total)	\$ _____ (Total)	\$ _____ (Total)	\$ _____ (Total)	\$ _____ (Total)	\$ _____ (Total)

Pricing Sheet #4: Collection Only (Countywide)

	<u>Site 1 (County Landfill)</u>	<u>Site 2 (ACMS)</u>	<u>Site 3 (Covanta)</u>	<u>Site 4 (W.M. Transfer)</u>	<u>Site 5 (W.S.I. Transfer)</u>
Service Area 1					
	\$ _____ (MSW)	\$ _____ (MSW)	\$ _____ (MSW)	\$ _____ (MSW)	\$ _____ (MSW)
	\$ _____ (YT)	\$ _____ (YT)	\$ _____ (YT)	\$ _____ (YT)	\$ _____ (YT)
	\$ _____ (RM)	\$ _____ (RM)	\$ _____ (RM)	\$ _____ (RM)	\$ _____ (RM)
	\$ _____ (Total)	\$ _____ (Total)	\$ _____ (Total)	\$ _____ (Total)	\$ _____ (Total)
Service Area 2					
	\$ _____ (MSW)	\$ _____ (MSW)	\$ _____ (MSW)	\$ _____ (MSW)	\$ _____ (MSW)
	\$ _____ (YT)	\$ _____ (YT)	\$ _____ (YT)	\$ _____ (YT)	\$ _____ (YT)
	\$ _____ (RM)	\$ _____ (RM)	\$ _____ (RM)	\$ _____ (RM)	\$ _____ (RM)
	\$ _____ (Total)	\$ _____ (Total)	\$ _____ (Total)	\$ _____ (Total)	\$ _____ (Total)
Service Area 3					
	\$ _____ (MSW)	\$ _____ (MSW)	\$ _____ (MSW)	\$ _____ (MSW)	\$ _____ (MSW)
	\$ _____ (YT)	\$ _____ (YT)	\$ _____ (YT)	\$ _____ (YT)	\$ _____ (YT)
	\$ _____ (RM)	\$ _____ (RM)	\$ _____ (RM)	\$ _____ (RM)	\$ _____ (RM)
	\$ _____ (Total)	\$ _____ (Total)	\$ _____ (Total)	\$ _____ (Total)	\$ _____ (Total)

Pricing Sheet # 5: Collection and Disposal

Service Area 1 – Collection

\$ _____ (MSW)

\$ _____ (YT)

\$ _____ (RM)

\$ _____ **(Total)**

Service Area 1 – Disposal

\$ _____ (MSW Disposal per Ton)

Service Area 3 – Collection

\$ _____ (MSW)

\$ _____ (YT)

\$ _____ (RM)

\$ _____ **(Total)**

Service Area 3 – Disposal

\$ _____ (MSW Disposal per Ton)

Service Area 2 – Collection

\$ _____ (MSW)

\$ _____ (YT)

\$ _____ (RM)

\$ _____ **(Total)**

Service Area 2 – Disposal

\$ _____ (MSW Disposal per Ton)

Countywide – Collection

\$ _____ (MSW)

\$ _____ (YT)

\$ _____ (RM)

\$ _____ **(Total)**

Countywide – Disposal

\$ _____ (MSW Disposal per Ton)

Pricing Sheet # 6: Collection and Disposal (continued)

Please provide the name of the facility or facilities that will be used for the disposal of the Garbage, Rubbish, and Bulk Waste (“MSW”) collected in each Service Area in which you intend to provide both collection services and disposal services.

Disposal Facility for District 1

MSW _____

Disposal Facility for District 2

MSW _____

Disposal Facility for District 3

MSW _____

ATTACHMENT TEN

SPECIFICATIONS FOR CARTS

1. **INSTRUCTIONS:** The following specifications describe the minimum acceptable features and performance requirements for the Garbage Carts and Recycling Carts the Successful Proposer(s) will purchase for the County.

Each proposal must be submitted on the following form. Each Proposer shall place a check mark (√) in the appropriate place in the following column (Yes/No) to indicate whether their carts will comply with the County's specifications. If an item is left blank, the County will assume the Proposer cannot meet the specifications and may reject the proposal.

By checking any of the "NO" spaces, the Proposer states that the carts being proposed do not conform to that specification. All variations from or exceptions to the specifications must be identified, referencing applicable paragraph(s), and explained in detail on a separate page titled "Exceptions". If the County determines that exceptions exist which were not identified on such list, then the proposal may be disqualified as non-responsive. If exceptions are listed, the County may reject the proposal as non-responsive. If no exceptions are taken, the County will assume that the proposal meets all specifications as stated.

The Proposer must submit the information requested below when the Proposer submits its response to this RFP.

2. **MANUFACTURING PROCESSES AND MATERIALS:** Each cart shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished cart must meet the minimum specifications herein.

		YES	NO
2.1	MANUFACTURING PROCESS: Each cart body must be manufactured by a rotational or injection molding process.		
2.2	PLASTIC MATERIAL: Base plastic resin must be first quality linear polyethylene or high-density polyethylene (HDPE) supplied by a national petrochemical producer. Off-spec material is not acceptable. Proposer must submit technical data sheet(s) from the resin producer.		
2.3	RESIN ADDITIVES: All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be used at a rate that is no less than 1.5% by weight, and which must be uniformly distributed throughout the finished cart. To ensure thorough distribution of these additives, the resin and additives must be mixed in a molted state using a hot-melt blending process. Proposer must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.		

3. **CART REQUIREMENTS:** The carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows:

		YES	NO
3.1	<p>ANSI CONFORMANCE: Carts must meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for “Type B/G” carts.</p> <p>Each Proposer must submit independently certified copies of all ANSI test results with their proposal. Test results must state the load (in pounds) under which the tests were conducted. The load under which the tests were conducted must be the same as the load rating stated in the cart manufacturer’s sales literature and specifications. The ANSI Appendix D test for “Loading and Unloading Test for Carts” must clearly state that the required 520 dump cycles under the cart’s full rated load were performed on both a Semi-Automated Cart Lifter <u>and</u> a Fully Automated Grabber Arm.</p>		
3.2	<p>LOAD RATING: Carts must be designed to regularly receive and dump the following amount of waste material, excluding the weight of the cart, without permanent damage or deformation. The load rating must conform with ANSI Standard Z245.30-2008.</p> <p style="text-align: center;">48 Gallon – 168 pounds 64 Gallon – 224 pounds 96 Gallon – 330 pounds</p> <p>Each Proposer must submit a normal printed color sales brochure which shows the exact products being proposed and the corresponding load ratings. Proposer must mark the location of the load ratings on the brochure with bold red arrows so as to aim directly at the load ratings. The load rating in the sales literature must match the specifications and ANSI certification submitted with Proposer’s proposal, and the load rating permanently marked on the cart.</p> <p style="text-align: center;">48 Gallon: STATE LOAD RATING - _____ pounds 64 Gallon: STATE LOAD RATING - _____ pounds 96 Gallon: STATE LOAD RATING - _____ pounds</p>		
3.3	<p>RESIN WEIGHT: The carts must be manufactured to achieve a minimum resin weight as follows:</p> <p style="text-align: center;">48 Gallon – 19 pounds minimum 64 Gallon – 23 pounds minimum 96 Gallon – 30 pounds minimum</p>		

	<p style="text-align: center;">STATE RESIN WEIGHT OF EACH CART –</p> <p style="text-align: center;">48 Gallon - _____ pounds</p> <p style="text-align: center;">64 Gallon - _____ pounds</p> <p style="text-align: center;">96 Gallon - _____ pounds</p>		
<p>3.4</p>	<p>CAPACITY: The total capacity of the carts, excluding the lid, must be 48 U.S. gallons (+/- 2%), 64 U.S. gallons (+/- 3%) and 96 U.S. gallons (+/- 3%), respectively. Proposer must include independent test results according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon), for each size.</p> <p>48 Gallon: STATE BODY CAPACITY - _____ U.S. Gallons</p> <p>64 Gallon: STATE BODY CAPACITY - _____ U.S. Gallons</p> <p>96 Gallon: STATE BODY CAPACITY - _____ U.S. Gallons</p>		
<p>3.5</p>	<p>DIMENSIONS: The exterior dimensions of the completely assembled carts shall be approximately as follows:</p> <p>48 Gallon –</p> <p>Height: 37.50” STATE HEIGHT - _____”</p> <p>Depth: 28.75” STATE LENGTH - _____”</p> <p>Width: 23.50” STATE WIDTH - _____”</p> <p>64 Gallon –</p> <p>Height: 40.25” STATE HEIGHT - _____”</p> <p>Depth: 28.00” STATE LENGTH - _____”</p> <p>Width: 26.50” STATE WIDTH - _____”</p> <p>96 Gallon –</p> <p>Height: 45.00” STATE HEIGHT - _____”</p> <p>Depth: 33.00” STATE LENGTH - _____”</p> <p>Width: 28.50” STATE WIDTH - _____”</p>		
<p>3.6</p>	<p>WALL THICKNESS: The carts must have a minimum nominal wall thickness of 0.154” throughout the body of the cart, and a minimum wall thickness of 0.185” inches in the critical wear points (i.e., the cart bottom, handle, and lift mechanism). The minimum wall thickness of the lid must be 0.14”.</p> <p>48 GALLON:</p> <p>STATE BODY WALL THICKNESS: _____ inches</p> <p>STATE CRITICAL WEAR POINT THICKNESS: _____ inches</p> <p>STATE LID WALL THICKNESS: _____ inches</p> <p>64 GALLON:</p> <p>STATE BODY WALL THICKNESS: _____ inches</p>		

	<p>STATE CRITICAL WEAR POINT THICKNESS: _____ inches STATE LID WALL THICKNESS: _____ inches</p> <p>96 GALLON: STATE BODY WALL THICKNESS: _____ inches STATE CRITICAL WEAR POINT THICKNESS: _____ inches STATE LID WALL THICKNESS: _____ inches</p>		
3.7	<p>MANEUVERABILITY: The Proposer must state the average tipping force required to maneuver a fully loaded cart when tilted to the roll position. The Proposer must also submit documentation that conforms to ANSI Z-245.60 (Force To Tip) testing that clearly defines the cart’s maximum average tipping force. The results of this testing may not exceed a maximum average of 35 pounds for 64 gallon carts and 50 pounds for 96 gallon carts. Any cart that the County deems too difficult to tilt when loaded to maximum capacity may be disqualified.</p> <p>48 Gallon Carts STATE MAXIMUM AVERAGE FORCE: _____ pounds</p> <p>64 Gallon Carts STATE MAXIMUM AVERAGE FORCE: _____ pounds</p> <p>96 Gallon Carts STATE MAXIMUM AVERAGE FORCE: _____ pounds</p>		
3.8	<p>RIM OF BODY: The upper rim of each cart body must have a closed tubular design or be molded with a reinforced rim for maximum strength during collection. The rim must also include a ledge or other built-in feature that creates a tight seal between the body and lid.</p>		
3.9	<p>HANDLES: Each cart must be equipped with a minimum of one handle, with a minimum of 1” diameter. The handle(s) and handle mounts must be an integrally molded part of the cart body. The handles shall be designed to afford the user positive control of the loaded cart at all times. The handles must not have the ability to rotate on their own axis at any time. Handles which are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.</p>		
3.10	<p>LID: The lid shall be of one piece construction and manufactured of the same material used in the cart body. The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to prevent the entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc. Living hinges and lid counter weights are unacceptable. Lid latches are unacceptable.</p>		
3.11	<p>BOTTOM: The bottom of the cart must be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.</p>		

3.12	<p>WHEELS: Wheels for 48 gallon and 64 gallon carts shall be a minimum of 10” diameter. Wheels for 96 gallon carts shall be a minimum of 12” diameter and 1.75” wide with rubber treads. All wheels must be capable of supporting a minimum of 200 pounds per wheel.</p>		
3.13	<p>AXLE: The axle for 48 gallon carts must be a minimum of 5/8” diameter. The axle for 64 gallon and 96 gallon carts shall be a minimum of 3/4” (0.75”) diameter. All axles shall be zinc chromate plated or powder coated equivalent, solid high strength steel, and fully supported by the cart body. The axle must slide through two molded-in plastic journals in the cart bottom and must not be exposed to the contents inside of the cart. Each molded-in axle journal must be at least 1” wide. Axles attached by means of bolts or rivets are unacceptable.</p>		
3.14	<p>STABILITY: Each cart shall be stable and self-balancing when in the upright position, either loaded or empty. The carts must be designed to withstand winds averaging 25 mph when empty.</p>		
3.15	<p>LIFT SYSTEM: Each cart shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be integrally molded into the body of the cart. All lower lift bars must be designed to withstand over ten (10) years of lifter attachment. The lower lift bar for 64 gallon and 96 gallon carts shall be at least 1” diameter galvanized steel. The lower bar must be mounted in molded-in plastic bearings or held in place with pre-installed latch/push pins. The lower bar must be factory installed and cannot be attached by means of rivets, screws, bolts, or similar fasteners.</p>		
3.16	<p>COLOR: The cart body color shall be green, gray, brown, blue or black. Surface treatments, painted or spray-on finishes, and materials that are not homogenous are not acceptable.</p> <p>Proposer must submit color chips or samples for all colors available. The County will select the colors for the carts.</p>		
3.17	<p>INTERIOR CONSTRUCTION: The interior surface of each cart must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the cart could become trapped.</p>		

4. MARKINGS: Each cart must be permanently marked with letters/numbers, as follows:

		YES	NO
4.1	<p>SERIAL NUMBERS: Each cart must have a serial number hot stamped in white on the body. The serial number shall be preceded by a letter or number code which designates the year of manufacture. Serial numbers shall be in sequence beginning with a number designated by the County. The Proposer will maintain a file that</p>		

	identifies the date of manufacture by the serial number.		
4.2	COUNTY SEAL: The County Seal or logo shall be hot stamped onto both sides of the cart body.		
4.3	USER INSTRUCTIONS: Instructions for the safe use of the cart must be molded into each lid. Instructions shall be in both English and Spanish.		
4.4	LOAD RATING: The load rating of the cart must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms and in English and Spanish.		

5. IN-MOLD LABEL SPECIFICATIONS: The In-Mold Label must comply with the following listed specifications:

		YES	NO
5.1	MANUFACTURING PROCESS: The in-mold label shall be permanently molded into the container lid. It should not wear or peel from normal uses. It shall have ultra-violet and other protection from the effects of the sun.		
5.2	COLOR AND GRAPHICS: The in-mold label shall be 4-color and contain the Lake County logo including images and language representing recycling commodities deemed acceptable for the County’s program. All proofs for the label shall be submitted to the County for approval and shall have a minimum size of 5” X 12”.		

6. RFID & BAR CODE INTEGRATION: Each cart must be produced and shipped with a bar code and UHF RFID tag that have been pre-associated at the manufacturer’s production facility:

		YES	NO
6.1	UHF RFID TAG: An Ultra High Frequency (UHF) RFID Tag shall be installed into the handle of the cart body at the factory.		
6.2	RFID & BAR CODE INTEGRATION: All carts must be equipped with a UHF RFID tag along with a bar code that has been pre-associated at the manufacturing facility. The RFID tag must be installed within the cart body, with no exposure to the outside elements. The bar code must also contain an 8-9 digit serial number that has been branded on the front of the cart. The serial number bar code must be the same number that is used to identify the cart for warranty purposes. Adhesive or sticker RFID tags and/or bar codes will not be acceptable. To avoid interference with the cart contents/materials, RFID tags placed inside of the cart are unacceptable.		

6.3	<p>RFID TAG & BAR CODE ASSOCIATION: All carts must have a UHF RFID tag along with a bar code that has been pre-associated at the manufacturing facility. It is the responsibility of the cart manufacturer to provide and maintain a data base for Lake County which includes the association information. The data base must include each cart’s RFID Tag, Serial Number, Date of Manufacture, Cart size and Cart Type. The manufacturer shall maintain this data base for the life of the Agreement and provide additional association information for future cart purchases. The County may at any time request this information and Proposer must provide the information within two business days of the request.</p>		
6.4	<p>RFID INLAY SPECIFICATIONS: The RFID inlay must be Gen2 passive UHF and have an optimal operating frequency of 860 - 960 MHz and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPC global C1G2 protocol. The antenna dimensions must not exceed 3.741 in x 0.302 in. with a thickness over chip not to exceed 11 mills. The inlay substrate must be heat treated PET. The inlay must be sandwiched between a minimum of two-0.005” polyester material using a heavy duty P7 permanent adhesive.</p>		
6.5	<p>RFID TAG TESTING: The RFID tag must be tested at the manufacturing facility to ensure that it is working properly prior to shipment.</p>		
6.6	<p>RFID EXPERIENCE: Please describe your experience in providing communities with RFID enabled carts.</p> <p>Number of RFID enabled carts on the street _____</p> <p>Number of Communities that have received your RFID enabled carts _____</p>		

7. DATA INTEGRATION

		YES	NO
7.1	<p>The Contractor is responsible for migrating manufacturing data directly from the cart manufacturing facility to the asset management software that shall be provided by the Contractor to the County. The data included in the specified file format from the manufacturer needs to include information on each individual cart including but not limited to, cart size, color, type, serial number, RFID value, date of manufacture and plant of manufacture.</p>		
7.2	<p>Vendor must provide a complete asset tracking/inventory/work order system and data delivery program that seamlessly integrates with the RFID data capture delivery systems provided by the vendor for collection data reporting.</p>		

8. WORK ORDER MANAGEMENT AND REPORTING SYSTEM

		YES	NO
8.1	<p>WEB BASED ASSET TRACKING SOFTWARE SUBSCRIPTION: Proposer shall provide a web-based software application:</p> <ul style="list-style-type: none"> • available 24/7/365 • requires only a browser and live internet to access • handles all aspects of a cart management and collection program, to include: Cart, Distribution/Association to Household Address, and Collection Service Verification Tracking • meets all other specifications as outlined below: 		
8.2	<p>COLLECTION DATA MANAGEMENT: The software must integrate with and manage the data downloaded from the RFID truck hardware outlined in these specifications such as: (a) route number (b) cart RFID value (c) date, time and GPS coordinates of cart collection. This data will be associated with the system database to allow for collection data reporting that is accessible online.</p>		
8.3	<p>COLLECTION REPORTS: Upon request, Proposer shall provide reporting based on County's needs and reporting criteria. Reports to include but not limited to: participation/set out rates, non-participation, time between stops, cart movement based on service location. The reports must have the ability of being generated by the software automatically at a specific interval (daily, weekly, monthly, etc) and exported to various file formats, such as PDF and Excel files.</p>		
8.4	<p>STANDARD REPORTS: By customer address, cart size, cart type, date of service, cart serial number. All reports should have the ability to be created on-line using the web based software and exported to various file formats, such as PDF and Excel files .</p>		
8.5	<p>CART DATA MANAGEMENT: Software must manage the initial cart delivery, any work orders generated and/or completed, and any additional changes made during the course of the program.</p>		
8.6	<p>CART INVENTORY REPORTS: The software must have the ability to generate reports daily, weekly, or monthly based on cart activity, such as inventory reports, maintenance reports and work order reports. Reports should be able to be viewed in PDF format or downloadable in an Excel format.</p>		
8.7	<p>SOFTWARE FLEXIBILITY: The asset tracking software must act as a stand a lone system and have the ability to enter cart work orders and close out work orders via manual entry online.</p>		

9. ASSEMBLY, DISTRIBUTION AND TRACKING SERVICES FOR CARTS

		YES	NO
9.1	The Proposer shall be responsible for coordinating the delivery of carts from the manufacturing plant, unloading loads of carts, assembling necessary parts, and distributing the carts to homes throughout Lake County. It is preferred that the Proposer shall have its own assembly and distribution division of its company.		
9.2	The Proposer shall unload all delivery trailers. Any damage to the carts during any phase of the delivery, unloading, assembly, distribution, or exchanging shall be the responsibility of the Contractor to replace in kind.		
9.3	The Proposer shall provide a qualified assembly and distribution staff. In addition to the General Manager, the Proposer shall provide supervisory level full-time employees to work directly with County staff to solve any problems resulting from distribution services while that service is being provided.		
9.4	Carts shall be assembled and placed at the resident's curb.		
9.5	Each cart must include a plastic hanger bag that includes a pre-printed brochure describing the safe care and use of the carts for residents.		
9.6	The Proposer will record the cart serial number and RFID tag for each and every address where the carts are delivered. The Proposer will keep an electronic file of the address assignments of carts by serial and RFID tag number and present it to the County in an acceptable electronic format upon completion of the delivery. The Proposer cannot use the RFID tag as a means of associating a cart to a specific address during the delivery process as accurate data capture is a vital component to the successful creation of the initial delivery database for future goals of Lake County to implement automated RFID collection data tracking. Verification of a specific cart being associated to a specific address is required. Contractors can propose their A&D address association process and the county will evaluate what is in their best interest. Barcode technology for scanning an accurate asset to an address is one methodology that has been reviewed by the County. Because of this requirement, manual written down serial numbers and carts associated by RFID tags only for delivery purposes are NOT acceptable.		

9.7	The Proposer shall propose an electronic tracking system where the County can track the progress of cart distribution services. The tracking system shall be web-based and the County will be provided with access to reports detailing delivery of carts by address each day. The reports shall be as real time as possible. A one-day lag in report data shall be acceptable. The reports shall detail addresses delivered with associated cart size, serial and, if required, RFID tag number. The Proposer shall also propose a web based program where the County can investigate specific cart serial numbers and/or addresses upon request to see what cart was delivered during the rollout. Information must be made available in this system within 24 hours of delivery.		
9.8	Proposer must provide GPS coordinates (latitude and longitude) of each cart delivery at the point of drop off. These must be provided in an electronic file format within ten days after the Commencement Date and upon request thereafter. Proof of GPS capture must be submitted from the most recent A&D program the Proposer has completed.		

10. CART MAINTENANCE

		YES	NO
10.1	The Proposer must use a web-based asset and inventory tracking software that the County can access at any time.		
10.2	Each cart action shall be tracked using the bar code and RFID tag in the cart. The captured data from all cart deliveries, swap-outs (exchanges), repairs, or any cart maintenance transactions must be electronically transferred into the web-based asset and inventory tracking software, which must be accessible to the County at any time.		
10.3	The County may generate a service work order and submit it electronically to the Contractor for processing. Proposer must be able to receive work orders from the County electronically into their web-based asset and inventory tracking system, and Proposer and County must have the ability to enter work orders online through this system.		
10.4	Completions of work orders shall be documented using cart ID's, household address, date, and time work is completed.		
10.5	The Proposer shall repair all carts at the residence. All carts in need of repair shall be equipped with new parts.		

11. WARRANTY: Proposer must submit with its proposal a document which clearly states the exact warranty of the Proposer. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts which fail in materials of workmanship for a period of ten (10) years after installation. The Proposers warranty is understood to include, whether stated in Proposer’s warranty or not, the following coverage:

		YES	NO
11.1	Failure of the lid to prevent rain water from entering the cart when in the closed position.		
11.2	Damage to the cart body, lid, or any component parts through opening or closing the lid.		
11.3	Failure of the lower lift bar from damage during interface with lifters.		
11.4	Failure of the body and lid to maintain their original shape.		
11.5	Damage or cracking of the cart body through normal operating conditions.		
11.6	Failure of the wheels to provide continuous, easy mobility, as originally designed.		
11.7	Failure of any part to conform to the minimum standards as specified herein.		
11.8	Warranty specimen of exact warranty offered must be included with proposal.		

- 12. LEGAL OR ADMINISTRATIVE SETTLEMENTS:** The manufacturer of the carts must submit the name, contact name, and telephone number of each government or agency with which it has had a legal or administrative suit or settlement concerning warranty claims, cart failure claims, or related contract disputes within the last ten (10) years. Include a brief summary of the suit or settlement. This information must be provided on a separate page entitled “Legal or Administrative Settlements.”