INVITATION TO BID

REFUSE AND RECYCLING SERVICES FOR TOWN FACILITIES

ITB No. 2019-32

The Town of Miami Lakes Council:

Mayor Manny Cid
Vice Mayor Nelson Rodriguez
Councilmember Carlos Alvarez
Councilmember Jeffrey Rodriguez
Councilmember Joshua Dieguez
Councilmember Luis Collazo
Councilmember Marilyn Ruano

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Date Advertised	Thursday, July 25, 2019
Bids Due	3:00 PM, Thursday, August 15, 2019

Refuse and Recycling Services for Town Facilities

ITB 2019-32

Table of Contents

Section A. NOTICE TO BIDDERS 5

Section B. INSTRUCTIONS TO BIDDERS 6

B1 DEFINITION OF TERMS 6

B2 BID PROCESS 8

B2.01 GENERAL REQUIREMENTS FOR BID PROCESS 8

B2.02 PREPARATION OF BID 8

B2.03 ESTIMATED QUANTITIES 8

B2.04 LINE ITEM QUANTITIES 9

B2.05 ADDITIONAL LINE ITEM PRICING 9

B2.06 BID PREPARATION COSTS AND RELATED COSTS 9

B2.07 QUALIFICATION OF BIDDERS 9

B2.08 EXAMINATION OF CONTRACT DOCUMENTS 9

B2.09 INTERPRETATIONS AND CLARIFICATIONS 9

B2.10 POSTPONEMENT OF BID OPENING DATE 10

B2.11 ACCEPTANCE OR REJECTION OF BIDS 10

B2.12 WITHDRAWAL OF BID 10

B2.13 OPENING OF BIDS 10

B2.14 LOCAL PREFERENCE 10

B2.15 TIE BIDS 11

B2.16 AWARD OF CONTRACT(S) 11

B2.17 BID PROTEST PROCESS 11

B2.18 EXECUTION OF CONTRACT 11

B3 REQUIRED FORMS & AFFIDAVITS 11

B3.01 COLLUSION 11

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT 11

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK 12

B3.04 PUBLIC RECORDS AFFIDAVIT 12

B3.05 PUBLIC ENTITY CRIMES ACT 12

Section C. GENERAL TERMS & CONDITIONS 13
C1 GENERAL REQUIREMENTS 13
C1.01 GENERALLY 13
C1.02 RULES AND REGULATIONS 13
C1.03 HOURS FOR PERFORMING WORK 13
C1.04 SUBCONTRACTORS 13
C1.05 CONSULTANT SERVICES 14
C1.06 AUTHORITY OF THE PROJECT MANAGER 14
C1.07 INDEPENDENT CONTRACTOR 15
C1.08 THIRD-PARTY BENEFICIARIES 15
C1.09 ASSIGNMENT OR SALE OF CONTRACT 15
C1.10 TIME FOR COMPLETION 15
C1.11 APPLICABLE LAW AND VENUE OF LITIGATION 16
C1.12 NON-EXCLUSIVE CONTRACT 16
C1.13 SEVERABILITY 16
C1.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS 16
C1.15 ENTIRE AGREEMENT 16
C1.16 INTENTION OF THE TOWN 16
C1.17 PRIORITY OF PROVISIONS 17
C1.18 ROYALTIES AND PATENTS 17
C1.19 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION 17
C1.20 VEHICLES & EQUIPMENT 17
C1.21 OWNERSHIP OF THE WORK 17
C1.22 TOWN LICENSES, PERMITS AND FEES 18
C1.23 TAXES 18
C1.24 REMOVAL OF UNSATISFACTORY PERSONNEL 18
C1.25 DEFECTIVE OR NON-COMPLIANT WORK 18
C1.26 COMPLIANCE WITH APPLICABLE LAWS 19
C1.27 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA 19
C1.28 NOTICES 19
C2 INDEMNITY & INSURANCE 20
C2.01 INDEMNIFICATION 20

C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK 21
C2.03 DEFENSE OF CLAIMS 21
C2.04 INSURANCE 21
C3 PUBLIC RECORDS 23
C3.01 ACCESS, REVIEW AND RELEASE OF RECORDS 23
C4 CONTRACT MODIFICATION AND DISPUTE PROCESS 24
C4.01 CHANGE ORDERS 24
C4.02 FORCE MAJEURE 25
C4.03 EXTENSION OF TIME 25
C4.04 EXCUSABLE DELAY, NON-COMPENSABLE 26
C4.05 CLAIMS 26
C4.06 CONTINUING THE WORK 27
C4.07 FRAUD AND MISREPRESENTATION 28
C4.08 STOP WORK ORDER 28
C4.09 MATERIALITY AND WAIVER OF BREACH 28
C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN 28
C4.11 CONTRACT EXTENSION 29
C5 EARLY TERMINATION & DEFAULT 29
C5.01 SET-OFFS, WITHOLDING, AND DEDUCTIONS 29
C5.02 CONTRACTOR DEFAULT 29
C5.03 TERMINATION FOR CONVENIENCE 30
C5.04 REMEDIES AVAILABLE TO THE TOWN 31
C5.05 FUNDS AVAILABILITY 31
C6 PAYMENT PROCESS 31
C6.01 COMPENSATION 31
C6.02 ESTIMATED QUANTITIES 31
C6.03 LINE-ITEM PRICING 31
C6.04 LINE-ITEM QUANTITIES 32
C6.05 ADDITIONAL LINE ITEM PRICING 32
C6.06 REIMBURSIBLE EXPENSES 32
Section D. SPECIAL TERMS & CONDITIONS 33
D1 SCOPE OF WORK 33

D2 SERVICES PER LOCATION 33
D3 CONTRACT TERM 33
D4 COMPENSATION/PRICE ADJUSTMENTS 33
D5 INVOICING 33
D6 PAYMENTS 34
D7 EMPLOYEES 34
D8 TRASH COLLECTION VEHICLES 34
D9 TRASH RECEPTACLES 34
D10 SPILLAGE 34
D11 CONTRACTOR CAUSED MISSED PICK-UP 35
D12 ODOR CONTROL 35
D13 EMERGENCY SITUATIONS 35
D14 DISASTER STOP SERVICE REQUIREMENTS 35
D15 REPORTS 35
D16 CONSTRUCTION TYPE CONTAINERS 35
D17 RECYCLING SERVICES 36
Section E. BID FORM ..... Error! Bookmark not defined.
Section F. ATTACHMENTS ..... Error! Bookmark not defined.
Form CQQ - Company Qualification Questionnaire ..... Error! Bookmark not defined.
Form CRL - Client Reference Letter ..... Error! Bookmark not defined.
CONTRACT EXECUTION FORM ..... Error! Bookmark not defined.
CORPORATE RESOLUTION ..... Error! Bookmark not defined.

SECTION A. NOTICE TO BIDDERS

ITB Name:	Refuse and Recycling Services for Town Facilities
ITB No.:	2019-32
Bids Due:	3:00PM EST, Thursday, August 15, 2019

Solicitation Overview:

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for refuse removal and recycling services for the Town's facilities and parks ("Services"). The Town is seeking an experienced contractor with the right combination of price, qualifications, and experience to help ensure that the Town will have a contractor who can provide this service successfully and with minimal issues.

Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. Sealed Bids, including the Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 3:00 PM on August 15, 2019,** at which time the Bids will be opened**.**

General Instructions:

Bidders must carefully review all the materials contained herein and prepare their Bids accordingly. The detailed requirements set forth below will be used to evaluate the Bids and failure of a Bidder to provide the information requested for a specific requirement may render their Bid non-responsive and will result in rejection.

Copies of the ITB will only be made available on the Town's website, Public Purchase, and the Onvia DemandStar ("DemandStar") website. Copies of the ITB, including all related documents can be obtained by visiting the Town's website at http://www.miamilakes-fl.gov/, under Current Solicitations on the Procurement Department page, on Public Purchase at www.publicpurchase.com, or on DemandStar's website at www.demandstar.com. If you use Public Purchase or DemandStar, it is strongly recommended that you register with them to receive notifications about this solicitation.

Minimum Requirements to Submit a Response:

To be eligible for award of this project, bidders must:

1. Possess a minimum of five (5) years of experience as a licensed waste hauler and recycler in the State of Florida; and
2. Provide verifiable client references demonstrating the successful completion of at least three (3) refuse and recycling projects of similar size, scope and complexity performed within the last seven (7) years;

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this or any other solicitation advertised by the Town must be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

SECTION B. INSTRUCTIONS TO BIDDERS

B1 DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
13. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.
16. **Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.

17. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.
18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at is sole discretion may hire a professional consultant to perform the inspections.
20. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
21. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
22. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
23. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
24. **Recyclable Material** means any materials that is capable of being processed at a recycling or materials recovery facility, and includes, but is not limited to: corrugated cardboard, mixed office paper/colored paper, newspaper/magazines, fiber material, glass bottles/containers, steel/tin containers, aluminum containers, and plastic bottles/containers.
25. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
26. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
27. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
28. **Source-Separated Recyclable Materials** means Recyclable Material that are separated and sorted where the Recyclable Material is delivered for the purposes of recycling.
29. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment or services necessary to perform the Work.
30. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
31. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.
32. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
33. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.

34. **Trash Receptacle** means any container provided by the Contractor, including dumpsters, roll-off containers, recycling containers, etc. for the purpose of collecting waste, refuse, or Recyclable Material.

35. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.

36. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

B2 BID PROCESS

B2.01 GENERAL REQUIREMENTS FOR BID PROCESS

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section B. All Bids must be typewritten or filled in with pen and ink and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

(i) Joint Venture or Teaming Agreements

Joint venture firms or teaming agreements will not be considered for award under this ITB.

B2.02 PREPARATION OF BID

The Bid Form contains multiple line items and the Bidder must provide prices for all line items and must provide the price for the total Bid amount. Failure to include pricing on all line items as well as the total Bid Amount will result in the Bid being found non-responsive.

Bidder must use the blank Town forms provided herein. The Bid must be signed and acknowledged by the Bidder in accordance with the directions within this ITB. Failure to utilize or fully complete the Town's forms may result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions or of the ITB.

All Bid prices are to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses and profit, necessary for the completion of the Work, except as may be otherwise expressly provided for in the Contract Documents.

B2.03 ESTIMATED QUANTITIES

The quantities stated on the Bid Form are solely estimates of what the Town anticipates its needs are for the initial year of the Contract. The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

B2.04 LINE ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

B2.05 ADDITIONAL LINE ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

B2.06 BID PREPARATION COSTS AND RELATED COSTS

All costs involved in the preparation and submission of a Bid to the Town or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by any contract duly approved by the Town Council or Town Manager. The Town will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

B2.07 QUALIFICATION OF BIDDERS

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section A. Bidders must complete the attached Questionnaire Form and include it with their Bid. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

B2.08 EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

a. Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors or discrepancies.
b. Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
c. Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation constitutes an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

B2.09 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB, must be directed in writing and submitted by e-mail to the Procurement Office, at procurement@miamilakes-fl.gov. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, Public Purchase, and DemandStar. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only

questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

B2.10 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

B2.11 ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

(i) Unbalanced Bids

The Town reserves the right to reject any Bid where the line item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the Town. An Unbalanced Bid price, which will be determined at the sole discretion of the Town, includes, but is not limited to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

B2.12 WITHDRAWAL OF BID

Bidder warrants, by virtue of bidding, that its Bid and the prices quoted in its Bid are firm and irrevocable for acceptance by the Town for a period of one hundred twenty (120) calendar days from the date of the Bid submittal deadline. Bidder may change or withdraw its Bid prior to the Bid submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be valid. Once the Town makes an Award, the Bid cannot be withdrawn.

B2.13 OPENING OF BIDS

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

B2.14 LOCAL PREFERENCE

This ITB is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Bidders seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at http://www.miamilakes-fl.gov.

B2.15 TIE BIDS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist, the Award will be made to one of the Bidders at the sole discretion of the Town Manager.

B2.16 AWARD OF CONTRACT(S)

The Town anticipates awarding a contract to the lowest responsive and responsible Bidder(s) that is in the best interest of the Town.

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town will consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town is satisfied that the Bidder(s) is qualified to perform the Work.

B2.17 BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 17-203, Section 16, which is available at http://www.miamilakes-fl.gov.

B2.18 EXECUTION OF CONTRACT

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract Execution and Certificate of Authority forms found in Section F.

B3 REQUIRED FORMS & AFFIDAVITS

B3.01 COLLUSION

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such ITB. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT

The Bidder must identify any relationship the owners or employees have with the Town's elected officials or staff using the Relationships with the Town affidavit found in Section H, Required Attachments.

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in Section H, Required Attachments, in its Bid. Bidder certifies that its Bid is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

B3.04 PUBLIC RECORDS AFFIDAVIT

The Town shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Bidders must complete and submit the Compliance with Public Records Law affidavit with their Bid. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Bidders, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

B3.05 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had 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 the Town, 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 or real property to the Town, 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 the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

END OF SECTION

SECTION C. GENERAL TERMS & CONDITIONS

C1 GENERAL REQUIREMENTS

C1.01 GENERALLY

The employee(s) of the Contractor will be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

C1.02 RULES AND REGULATIONS

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules and regulations will apply.

C1.03 HOURS FOR PERFORMING WORK

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise herein or in a Work Order. Work to be performed outside these hours will require the prior written approval of the Project Manager.

C1.04 SUBCONTRACTORS

Subcontracting under this Contractor is only permitted strictly for the physical sorting and disposal of the recyclable materials. Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its

Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager.

Bidders that will be using a temporary labor company to provide staffing for the Project must complete the Leased Employees Affidavit Form and include it with their Bid. Failure include this form may result in the Bid being rejected as non-responsive.

C1.05 CONSULTANT SERVICES

The Town, at its sole discretion, may hire a Consultant who may serve as the Town's representative for the Contract. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided for in the Contract Documents, and where such authority has been delegated in writing by the Town Manager.

C1.06 AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents. The Project Manager may delegate some of the authority contained in this Article to a designee.

The Contractor is bound by all determinations or orders of the Project Manager and must promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager and/or designee shall have authority to act on behalf of the Town to the extent provided for by the Contract Documents, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing through the Town Manager, Project Manager or designee.

The Project Manager will not be responsible for the means, methods, techniques, sequences or procedures employed, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Project Manager and Consultant will be consistent with the intent of the Contract Documents.

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Project Manager and/or designee will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Project Manager or Consultant have authority to

require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Project Manager owed to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Project Manager is not responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

C1.07 INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

C1.08 THIRD-PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract.

C1.09 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract will not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

C1.10 TIME FOR COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

C1.11 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

C1.12 NON-EXCLUSIVE CONTRACT

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

C1.13 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

C1.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

C1.15 ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

C1.16 INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

C1.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

1. In the event of conflicts in the Contract Documents the priorities stated below will govern;
2. Revisions and Change Orders to the Contract will govern over the Contract;
3. The Contract Documents will govern over the Contract;
4. The Special Conditions will govern over the General Conditions of the Contract; and
5. Addendum to an ITB will govern over the ITB.

In the event that Drawings and specifications are provided with the Contract the priorities stated below will govern:

1. Scope of Work and Specifications will govern over Plans and Drawings;
2. Schedules, when identified as such will govern over all other portions of the Plans;
3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise;
4. Larger scale drawings will govern over smaller scale drawings;
5. Figured or numerical dimensions will govern over dimensions obtained by scaling; and
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern.

C1.18 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

C1.19 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION

All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available on the Town's website.

C1.20 VEHICLES & EQUIPMENT

Contractor must have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. The Town may require the repair or replacement of equipment as reasonably necessary.

C1.21 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion of the Work.

C1.22 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

1. Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
2. During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to ensure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

C1.23 TAXES

Contractor must pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

Contractor shall include all sales and other taxes for which it is liable in its Bid price.

C1.24 REMOVAL OF UNSATISFACTORY PERSONNEL

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

C1.25 DEFECTIVE OR NON-COMPLIANT WORK

The Project Manager has the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract. If required, the Contractor will promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor will bear all direct, indirect and consequential costs of such removal or corrections.

Re-examination of any of the Work may be ordered by the Project Manager and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the Town will pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor will pay such cost.

Should Contractor fail or refuse to remove or correct any defective or non-compliant Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Project Manager, the Project Manager has the authority to cause the defective/non-compliant Work to be removed or corrected, or make such repairs or corrections as may be necessary at Contractor's expense. Any expense incurred by the Town in making such removals, corrections or repairs, will be paid for out of any monies due or which may become due the Contractor. In the event of failure of the Contractor to make all necessary repairs promptly and fully, the Town Manager or designee may declare the Contractor in default.

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, must promptly correct such defective or nonconforming Work within the time specified by Town, without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents, including but not limited to, any claim regarding latent defects.

Failure to reject any defective Work or material does not, in any way, prevent later rejection when such defect is discovered, or obligate the Town to accept the defective Work.

C1.26 COMPLIANCE WITH APPLICABLE LAWS

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

C1.27 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contact. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

C1.28 NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

Raul Gastesi
Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
rgastesi@miamilakes-fl.gov

For Contractor:

Carlo Piccinonna
Manager
Great Waste and Recycling Services, LLC
6710 Main Street
Suite #237
Miami Lakes, FL 33014
Carlos@great-waste.com

Space intentionally left blank

During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

C2 INDEMNITY & INSURANCE

C2.01 INDEMNIFICATION

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of $10.00 from the sums due to the Contractor under this Contract.

C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

Contractor accepts full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor is full responsible for Work against all losses or damages of whatever nature sustained until acceptance by Town, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

C2.03 DEFENSE OF CLAIMS

Should any claim be made, or any legal action brought in any way relating to the Work under the Contract, the Contractor will diligently render to the Town all assistance which the Town may require of the Contractor.

C2.04 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

a. Worker's Compensation and Employer's Liability Insurance:

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $500,000 each accident and a waiver of subrogation.

b. Comprehensive Business Automobile and Vehicle Liability Insurance:

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than $500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

c. Commercial General Liability ("CGL"):

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than $1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(1st) Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars ($1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.

(2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars ($1,000,000)**.

(3rd) CGL Required Endorsements:

a) Employees included as insured
b) Contingent Liability/Independent Contractors Coverage
c) Contractual Liability
d) Waiver of Subrogation
e) Premises and/or Operations
f) Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
g) Loading and Unloading
h) Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

d. Certificate of Insurance

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

e. Additional Insured

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor will be responsible for the payment of any deductible or self-insured retention in the event of any claim.

C3 PUBLIC RECORDS

C3.01 ACCESS, REVIEW AND RELEASE OF RECORDS

Town will have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

f. Public Records

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency's requirements, when necessary.

Bidder is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Bid by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

g. Retention and Transfer of Public Records

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all other records associated with this Contract for a period of five (5) years from the date of termination.

Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or clerk@miamilakes-fl.gov.

C4 CONTRACT MODIFICATION AND DISPUTE PROCESS

C4.01 CHANGE ORDERS

Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town.

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

Any changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by the both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by Town.

In the event a satisfactory adjustment cannot be reached and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available on the Town's website.

C4.02 FORCE MAJEURE

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor must request a time extension from the Town within two (2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town. A Force Majeure event **does not include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

C4.03 EXTENSION OF TIME

Any reference in this Article to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time,

identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article C4.04, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

C4.04 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article C4.05.

Failure of Contractor to comply with Article C4.05, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives

identified in Article C1.28 within the timeframe established in Article C4.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contract to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C4.03, and Article C4.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

C4.06 <u>CONTINUING THE WORK</u>

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

C4.07 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation.

C4.08 STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article C5.03, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manger determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

C4.09 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

C4.11 CONTRACT EXTENSION

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

C5 EARLY TERMINATION & DEFAULT

C5.01 SET-OFFS, WITHOLDING, AND DEDUCTIONS

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

C5.02 CONTRACTOR DEFAULT

a. Event of Default

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

b. Notice of Default – Opportunity to Cure

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

C5.03 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must Stop all Work on the date specified in the notice ("the Effective Date");

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contactor on other work;
5. Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
6. All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

C5.04 REMEDIES AVAILABLE TO THE TOWN

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

C5.05 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

C6 PAYMENT PROCESS

C6.01 COMPENSATION

Contractor can submit an invoice for payment for Work performed once per month for work completed and acceptance by the Project Manager. Contractor may not invoice more than once per month.

Contractor must use the Town's Contractor Payment Application ("Invoice") for all payment requests. Failure to use the Invoice form and full complete the required information will delay payment. Payments will not be made based on statements of accounts.

The Invoice Form is available on the Town's website at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&itemid=358.

The Town will take action to pay, reject or make partial payment on an Invoice in accordance with the Florida Local Government Prompt Payment Act. No payments will be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute. Contractor is responsible for paying its Subcontractors and suppliers in accordance with the Florida Local Government Prompt Payment Act.

The Contractor will be compensated based on actual Work performed at the prices specified in the Contract.

The acceptance of final payment for a Project constitutes a waiver of all claims by Contractor related to that Project, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for payment.

C6.02 ESTIMATED QUANTITIES

The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

C6.03 LINE-ITEM PRICING

Line item pricing must include all costs, both direct and indirect to perform the Work except for those costs specifically identified as reimbursable costs as stated in Article C6.06. This includes any incidental costs associated with the Work not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

The Bid Form contains line item prices and the Bidder is required to Bid on all line items. Where a Bidder fails to provide line item prices for all line items the Bid will be rejected as non-responsive.

C6.04 LINE-ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

C6.05 ADDITIONAL LINE ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

C6.06 REIMBURSIBLE EXPENSES

Certain Project expenses may or will not be known at the time of award of a Project. The Town will reimburse the Contractor for such costs, which includes:

1. Permits
2. Police Officer costs when not provided by the Town
3. WASD fees
4. DERM fees

Where a permit or the Town requires the Contractor to use a police officer(s) during the performance of the Work the Town will make every effort to furnish police officers at no cost to the Contractor. Where the Town is not able to provide the required police officers the Town will reimburse the Contractor based on the actual cost to the Contractor and the cost is not include in the unit price per item. To be reimbursed the Contractor must submit a copy of documentation substantiating both the cost as well as proof of payment.

Contractor will only be reimbursed for the actual direct cost, without any mark-up.

END OF SECTION

SECTION D. SPECIAL TERMS & CONDITIONS

D1 SCOPE OF WORK

The Services consist of furnishing all personnel, labor, materials, machinery, tools, means of transportation, supplies, equipment, services, supervision, and management necessary to provide refuse collection and disposal services and Recycling Services to the Town Facilities identified below in Section D2. The cost of disposal and all trash receptacles, including dumpsters, roll-off containers and recycling containers are included in the cost of the Services stated in the Bid Form.

D2 SERVICES PER LOCATION

Location	Address	Size of Dumpster	Quantity	Pulls per Week
Government Center	6601 Main Street	2 Cubic yards	2	2
Royal Oaks Park	16500 NW 87th Avenue	8 cubic yards 2 cubic yards	2 1	6
Miami Lakes Optimist Park	6411 NW 162nd Street	8 cubic yards	2	6
Miami Lakes Picnic Park West	15151 NW 82nd Avenue	8 cubic yards	2	5
Youth Center	6075 Miami Lakes Drive	8 cubic yards	2	2

D3 CONTRACT TERM

This Agreement shall be effective upon execution by both parties and shall continue for a period of three (3) years. The Town retains two (2) options to extend the term of this Agreement for additional one-year terms.

D4 COMPENSATION/PRICE ADJUSTMENTS

Contractor will be paid based on the monthly rates established in the Contract.

Contractor's price(s) will remain fixed and firm during the term of Contract with the following exception:

Adjustments to the rates paid under this Contract may be annually indexed to inflation as defined by the Consumer Price Index (CPI). All Urban Consumers CPU-U All Items Miami-Ft. Lauderdale area as calculated by the U.S. Department of Labor. The All Urban Consumers figures used will be published and available ninety (90) days prior to the end of the Contract year and thereafter on an annual basis in the same way for succeeding years. Said increases must be requested in writing by the Contractor no later than thirty (30) days prior to the expiration of each Contract year and will be effective upon the commencement of each new Contract year. No increase will exceed three percent (3%) per year. Retroactive increases will not be permitted.

D5 INVOICING

Contractor will invoice once per month for the Services provided in the prior month using the Town's invoice form unless otherwise approved in writing by the Town's Procurement Manager. Contractor invoices, at a minimum, must include the following information:

- Name and address of Contractor
- Contract Number
- Date of invoice
- Invoice number (invoice number cannot be repeated)
- Timeframe covered by the invoice (Dates of Service)
- Site(s) (location) of Work performed
- Total Value of invoice
- Account Codes (if provided)

Separate line items on the invoice must be use used to reflect any fuel surcharges and credit/charges for Recyclable Materials.

D6 PAYMENTS

Payments shall be based on invoices submitted on a monthly basis for Work performed in the previous month. Contractor shall be paid for actual lane miles cleaned and accepted by the Town. The Town will not issue any payments based on a statement of accounts. Any reductions in the amount paid to the Contractor shall be done in accordance with Articles D5 of the Contract. All payments shall be made in accordance with the State of Florida Local Government Prompt Payment Act.

D7 EMPLOYEES

Contractor's employees must be identifiable by wearing a uniform bearing the Contractor name. Smoking is not permitted while on Town property.

D8 TRASH COLLECTION VEHICLES

Contractor's name, office telephone number and truck number must be properly displayed on all collection vehicles. Collection vehicles must be well-maintained and clean in appearance.

D9 TRASH RECEPTACLES

The Contractor must provide Trash Receptacles in good repair and is responsible to inspect all Trash Receptacles on a monthly basis and make all necessary repairs, maintenance, painting or sanitizing. The Contractor will, upon request of the Program Manager, repair, replace, sanitize or repaint the Trash Receptacle within forty-eight (48) hours of notification unless otherwise approved by the Program Manager in writing. Any drain plug will be replaced within seven (7) days of notification. All dumpsters will be steel-top loads with lift-up lids. No side door receptacles are permitted unless specifically requested or specified.

D10 SPILLAGE

The Contractor must not litter or cause any spillage to occur upon the premise, roadway or right-of-way wherein the collections will occur. Extra service effort will be required to ensure garbage or litter is picked up around the dumpsters if needed. During hauling, all material will be contained, enclosed and covered so that leaking, spilling and blowing is prevented. In the event of any spillage or leaking, including, but not limited to, hydraulic and other fluids from the collection vehicles or materials such as paint by the Contractor, for any reason or source, the Contractor will ensure that the vehicle stops immediately to prevent "fluid trails" and clean up all spillage and leakage immediately to the satisfaction of the Town, at no additional cost to the Town. If the Contractor fails to take prompt and effective remedial action and after notice to the Contractor, the Town is required to respond to clean up or repair, costs for such Town action will be deducted from the Contractor's monthly invoice.

D11 CONTRACTOR CAUSED MISSED PICK-UP

If a dumpster is not serviced (missed pick-up) within twelve (12) hours of a reported miss (verbal or written), the Town may assess a service charge based on the pro-rata monthly percentage for the monthly service at the specific Facility. The Town may deduct any assessed missed pick-up service charges from the Contractor's monthly invoice.

D12 ODOR CONTROL

Contractor will be responsible for all appropriate actions to minimize any offensive odors emanating from the Trash Receptacles.

D13 EMERGENCY SITUATIONS

In the event of an extreme weather event or some other emergency situation, it may be necessary for the Contractor to provide the labor necessary to remove solid waste as needed, in addition to the provided trash receptacles. It may be necessary for the Contractor to dedicate trucks or provide additional trash receptacles and sufficient staff to remove debris from Town sites after a storm or emergency situation.

D14 DISASTER STOP SERVICE REQUIREMENTS

In the event of a disaster such as a hurricane, the Contractor will be expected to continue with collection service until the Town declares a "State of Emergency" or until the Program Manager and Contractor agree that Service will be suspended due to unsafe conditions. At the present time, the Town's Disaster plan calls for the Contractor to resume and continue the collection schedule as soon as safely possible. Due to the magnitude of the disaster, if the Contractor is called upon to assist in debris clearing or other duties under "State of Emergency" (FEMA status), the Contractor may be eligible for additional compensation under rates and adjustments. No additional compensation should be expected for general windstorms, poor weather conditions or unusual events outside the "State of Emergency" declaration.

In instances where a Hurricane Warning has been issued, the Contractor may be required to pick up any construction type containers provided by the Contractor within four (4) hours.

D15 REPORTS

Contractor, on a monthly basis, simultaneous with the submission of its invoice(s) provide a report on the following:

- Number of tons of waste generated by Facility.
- Number of tons and value (if applicable) of Recyclable Material generated from each site. Value will be based on the price per ton stated in the Bid Form broken down by type/category of recycled materials. Actual weight not estimated.
- Report of any accidents or safety issues occurring on Town property.

D16 CONSTRUCTION TYPE CONTAINERS

Contractor may be required to provide construction type containers of various sizes during the term of the Contract. Initially, the Town will require one 20 cubic yard construction container with pulls being performed on an as-needed basis. The containers will be provided on a cost per pull basis based on the size of the container, which will include delivery and removal services.

D17 RECYCLING SERVICES

Recycling services will be provided in accordance with Section 15 of the Code of Miami-Dade County and all other applicable federal, state, county and local laws, rules and regulations. No estimating is permitted. Only actual reports are acceptable.

Contractor will accept and process for recycling a single stream of commingled Source-Separated Recyclable Materials including, at a minimum, all materials identified on the Bid Form. At a minimum, the Contractor will accept and process for recycling the following recyclable materials: corrugated cardboard, mixed office paper/colored paper, newspaper/magazines, fiber materials, glass bottles/containers, steel and/or tin containers, aluminum containers and/or plastic bottles/containers.

Contractor will not refuse to accept any Recyclable Material collected due to improper refuse being comingled in with the Recyclable Material unless the Program Manager has been provided written notification of the ongoing problem and the Town is provided the opportunity to investigate and take any necessary and appropriate action to correct the issue.

All Recycling Services will be performed at a properly licensed and permitted materials recovery facility.

Recycling Dumpsters will be provided as follows based on the number of dumpsters identified in Section D2:

- Government Center – One 2 cubic yard dumpster will be used for recycling.
- Royal Oaks Park – One 2 cubic yard dumpster will be used for recycling.
- All other locations – One 8 cubic yard dumpster at each site will be used for recycling.

END OF SECTION

SIGNATURE PAGE FOLLOWS

Great Waste and Recycling Services LLC

CONTRACT EXECUTION FORM

This Contract _____ made this ___ day of _____ in the year ____ in an amount not to exceed $_____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and GREAT WASTE AND Recycling SERVICES LLC., hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inguanzo, Town Clerk

By: _____
Edward Pidermann, Town Manager

Legal Sufficiency:

By: _____
Raul Gastesi, Town Attorney

Date: _____

Signed, sealed and witnessed in the presence of:

CONTRACTOR

GREAT WASTE AND RECYCLING SERVICES LLC.
(Contractor's Name)

By:_____

By: _____

Name: CARLO PIDDIMONNA

Title: MGRM

Date: 08/09/19

Section G. (*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

Great Waste and Recycling Services LLC.

CORPORATE RESOLUTION

WHEREAS, GREAT WASTE AND RECYCLING SERVICES LLC., Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the CARLO PICCININONNA, MGRM.,
(type title of officer)

CARLO PICCININONNA, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 9th day of August, 2019.

Corporate Secretary

(Corporate Seal)

SECTION E. CONTRACTOR'S PROPOSAL

GREAT WASTE
Great Waste and Recycling Service LLC
INVITATION TO BID

REFUSE AND RECYCLING SERVICES FOR TOWN FACILITIES

ITB No. 2019-32

MIAMI LAKES
Growing Beautifully

The Town of Miami Lakes Council:

Mayor Manny Cid
Vice Mayor Nelson Rodriguez
Councilmember Carlos Alvarez
Councilmember Jeffrey Rodriguez
Councilmember Joshua Dieguez
Councilmember Luis Collazo
Councilmember Marilyn Ruano

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Date Advertised	Thursday, July 25, 2019
Bids Due	3:00 PM, Thursday, August 15, 2019

6710 Main Street, Suite 237 | Miami Lakes, FL 33014
P 305.688.6188 \ F 305.688.6235

GREAT WASTE
Great Waste and Recycling Service LLC

INVITATION TO BID

REFUSE AND RECYCLING SERVICES FOR TOWN FACILITIES

ITB No. 2019-32

MIAMI LAKES
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Edward Pidermann, Town Manager
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Date Advertised	Thursday, July 25, 2019
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6710 Main Street, Suite 237 | Miami Lakes, FL 33014
P 305.688.6188 F 305.688.6235

1

Section A

Notice to Bidders
Terms & Conditions

2

Section E

Bid Form

3

Section F

Attachments

4

Addendums

5

Information

AVERY

600296

Great Waste and Recycling Services LLC.

INVITATION TO BID

REFUSE AND RECYCLING SERVICES FOR TOWN FACILITIES

ITB No. 2019-32

MIAMI LAKES
Growing Beautifully

The Town of Miami Lakes Council:

Mayor Manny Cid
Vice Mayor Nelson Rodriguez
Councilmember Carlos Alvarez
Councilmember Jeffrey Rodriguez
Councilmember Joshua Dieguez
Councilmember Luis Collazo
Councilmember Marilyn Ruano

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Date Advertised	Thursday, July 25, 2019
Bids Due	3:00 PM, Thursday, August 15, 2019

Table of Contents

Section A. NOTICE TO BIDDERS **5**

Section B. INSTRUCTIONS TO BIDDERS **6**

B1 DEFINITION OF TERMS 6

B2 BID PROCESS 8

B2.01 GENERAL REQUIREMENTS FOR BID PROCESS 8

B2.02 PREPARATION OF BID 8

B2.03 ESTIMATED QUANTITIES 8

B2.04 LINE ITEM QUANTITIES 8

B2.05 ADDITIONAL LINE ITEM PRICING 9

B2.06 BID PREPARATION COSTS AND RELATED COSTS 9

B2.07 QUALIFICATION OF BIDDERS 9

B2.08 EXAMINATION OF CONTRACT DOCUMENTS 9

B2.09 INTERPRETATIONS AND CLARIFICATIONS 9

B2.10 POSTPONEMENT OF BID OPENING DATE 10

B2.11 ACCEPTANCE OR REJECTION OF BIDS 10

B2.12 WITHDRAWAL OF BID 10

B2.13 OPENING OF BIDS 10

B2.14 LOCAL PREFERENCE 10

B2.15 TIE BIDS 10

B2.16 AWARD OF CONTRACT(S) 11

B2.17 BID PROTEST PROCESS 11

B2.18 EXECUTION OF CONTRACT 11

B3 REQUIRED FORMS & AFFIDAVITS 11

B3.01 COLLUSION 11

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT 11

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK 11

B3.04 PUBLIC RECORDS AFFIDAVIT 12

B3.05 PUBLIC ENTITY CRIMES ACT 12

Section C. GENERAL TERMS & CONDITIONS 13
C1 GENERAL REQUIREMENTS 13
C1.01 GENERALLY 13
C1.02 RULES AND REGULATIONS 13
C1.03 HOURS FOR PERFORMING WORK 13
C1.04 SUBCONTRACTORS 13
C1.05 CONSULTANT SERVICES 14
C1.06 AUTHORITY OF THE PROJECT MANAGER 14
C1.07 INDEPENDENT CONTRACTOR 15
C1.08 THIRD-PARTY BENEFICIARIES 15
C1.09 ASSIGNMENT OR SALE OF CONTRACT 15
C1.10 TIME FOR COMPLETION 15
C1.11 APPLICABLE LAW AND VENUE OF LITIGATION 15
C1.12 NON-EXCLUSIVE CONTRACT 15
C1.13 SEVERABILITY 16
C1.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS 16
C1.15 ENTIRE AGREEMENT 16
C1.16 INTENTION OF THE TOWN 16
C1.17 PRIORITY OF PROVISIONS 16
C1.18 ROYALTIES AND PATENTS 17
C1.19 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION 17
C1.20 VEHICLES & EQUIPMENT 17
C1.21 OWNERSHIP OF THE WORK 17
C1.22 TOWN LICENSES, PERMITS AND FEES 17
C1.23 TAXES 18
C1.24 REMOVAL OF UNSATISFACTORY PERSONNEL 18
C1.25 DEFECTIVE OR NON-COMPLIANT WORK 18
C1.26 COMPLIANCE WITH APPLICABLE LAWS 19
C1.27 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA 19
C1.28 NOTICES 19
C2 INDEMNITY & INSURANCE 20
C2.01 INDEMNIFICATION 20

C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK 20
C2.03 DEFENSE OF CLAIMS 20
C2.04 INSURANCE 20
C3 PUBLIC RECORDS 22
C3.01 ACCESS, REVIEW AND RELEASE OF RECORDS 22
C4 CONTRACT MODIFICATION AND DISPUTE PROCESS 23
C4.01 CHANGE ORDERS 23
C4.02 FORCE MAJEURE 24
C4.03 EXTENSION OF TIME 24
C4.04 EXCUSABLE DELAY, NON-COMPENSABLE 26
C4.05 CLAIMS 26
C4.06 CONTINUING THE WORK 27
C4.07 FRAUD AND MISREPRESENTATION 27
C4.08 STOP WORK ORDER 27
C4.09 MATERIALITY AND WAIVER OF BREACH 28
C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN 28
C4.11 CONTRACT EXTENSION 28
C5 EARLY TERMINATION & DEFAULT 28
C5.01 SET-OFFS, WITHOLDING, AND DEDUCTIONS 28
C5.02 CONTRACTOR DEFAULT 28
C5.03 TERMINATION FOR CONVENIENCE 29
C5.04 REMEDIES AVAILABLE TO THE TOWN 30
C5.05 FUNDS AVAILABILITY 30
C6 PAYMENT PROCESS 30
C6.01 COMPENSATION 30
C6.02 ESTIMATED QUANTITIES 31
C6.03 LINE-ITEM PRICING 31
C6.04 LINE-ITEM QUANTITIES 31
C6.05 ADDITIONAL LINE ITEM PRICING 31
C6.06 REIMBURSIBLE EXPENSES 31
Section D. SPECIAL TERMS & CONDITIONS 32
D1 SCOPE OF WORK 32

D2 SERVICES PER LOCATION 32
D3 CONTRACT TERM 32
D4 COMPENSATION/PRICE ADJUSTMENTS 32
D5 INVOICING 32
D6 PAYMENTS 33
D7 EMPLOYEES 33
D8 TRASH COLLECTION VEHICLES 33
D9 TRASH RECEPTACLES 33
D10 SPILLAGE 33
D11 CONTRACTOR CAUSED MISSED PICK-UP 33
D12 ODOR CONTROL 34
D13 EMERGENCY SITUATIONS 34
D14 DISASTER STOP SERVICE REQUIREMENTS 34
D15 REPORTS 34
D16 CONSTRUCTION TYPE CONTAINERS 34
D17 RECYCLING SERVICES 34
Section E. BID FORM 36
Section F. ATTACHMENTS 39
Form CQQ - Company Qualification Questionnaire 39
Form CRL - Client Reference Letter 44
CONTRACT EXECUTION FORM 45
CORPORATE RESOLUTION 46

SECTION A. NOTICE TO BIDDERS

ITB Name:	Refuse and Recycling Services for Town Facilities
ITB No.:	2019-32
Bids Due:	3:00PM EST, Thursday, August 15, 2019

Solicitation Overview:

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for refuse removal and recycling services for the Town's facilities and parks ("Services"). The Town is seeking an experienced contractor with the right combination of price, qualifications, and experience to help ensure that the Town will have a contractor who can provide this service successfully and with minimal issues.

Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. Sealed Bids, including the Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 3:00 PM on August 15, 2019,** at which time the Bids will be opened.

General Instructions:

Bidders must carefully review all the materials contained herein and prepare their Bids accordingly. The detailed requirements set forth below will be used to evaluate the Bids and failure of a Bidder to provide the information requested for a specific requirement may render their Bid non-responsive and will result in rejection.

Copies of the ITB will only be made available on the Town's website, Public Purchase, and the Onvia DemandStar ("DemandStar") website. Copies of the ITB, including all related documents can be obtained by visiting the Town's website at http://www.miamilakes-fl.gov/, under Current Solicitations on the Procurement Department page, on Public Purchase at www.publicpurchase.com, or on DemandStar's website at www.demandstar.com. If you use Public Purchase or DemandStar, it is strongly recommended that you register with them to receive notifications about this solicitation.

Minimum Requirements to Submit a Response:

To be eligible for award of this project, bidders must:

1. Possess a minimum of five (5) years of experience as a licensed waste hauler and recycler in the State of Florida; and
2. Provide verifiable client references demonstrating the successful completion of at least three (3) refuse and recycling projects of similar size, scope and complexity performed within the last seven (7) years;

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this or any other solicitation advertised by the Town must be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

SECTION B. INSTRUCTIONS TO BIDDERS

B1 DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
13. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.
16. **Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.
17. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.

18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at is sole discretion may hire a professional consultant to perform the inspections.
20. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
21. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
22. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
23. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
24. **Recyclable Material** means any materials that is capable of being processed at a recycling or materials recovery facility, and includes, but is not limited to: corrugated cardboard, mixed office paper/colored paper, newspaper/magazines, fiber material, glass bottles/containers, steel/tin containers, aluminum containers, and plastic bottles/containers.
25. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
26. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
27. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
28. **Source-Separated Recyclable Materials** means Recyclable Material that are separated and sorted where the Recyclable Material is delivered for the purposes of recycling.
29. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment or services necessary to perform the Work.
30. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
31. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.
32. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
33. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
34. **Trash Receptacle** means any container provided by the Contractor, including dumpsters, roll-off containers, recycling containers, etc. for the purpose of collecting waste, refuse, or Recyclable Material.

35. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.

36. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

B2 BID PROCESS

B2.01 GENERAL REQUIREMENTS FOR BID PROCESS

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section B. All Bids must be typewritten or filled in with pen and ink and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

(i) Joint Venture or Teaming Agreements

Joint venture firms or teaming agreements will not be considered for award under this ITB.

B2.02 PREPARATION OF BID

The Bid Form contains multiple line items and the Bidder must provide prices for all line items and must provide the price for the total Bid amount. Failure to include pricing on all line items as well as the total Bid Amount will result in the Bid being found non-responsive.

Bidder must use the blank Town forms provided herein. The Bid must be signed and acknowledged by the Bidder in accordance with the directions within this ITB. Failure to utilize or fully complete the Town's forms may result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions or of the ITB.

All Bid prices are to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses and profit, necessary for the completion of the Work, except as may be otherwise expressly provided for in the Contract Documents.

B2.03 ESTIMATED QUANTITIES

The quantities stated on the Bid Form are solely estimates of what the Town anticipates its needs are for the initial year of the Contract. The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

B2.04 LINE ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

B2.05 ADDITIONAL LINE ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

B2.06 BID PREPARATION COSTS AND RELATED COSTS

All costs involved in the preparation and submission of a Bid to the Town or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by any contract duly approved by the Town Council or Town Manager. The Town will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

B2.07 QUALIFICATION OF BIDDERS

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section A. Bidders must complete the attached Questionnaire Form and include it with their Bid. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

B2.08 EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

a. Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors or discrepancies.
b. Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
c. Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation constitutes an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

B2.09 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB, must be directed in writing and submitted by e-mail to the Procurement Office, at procurement@miamilakes-fl.gov. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, Public Purchase, and DemandStar. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

B2.10 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

B2.11 ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

(i) Unbalanced Bids

The Town reserves the right to reject any Bid where the line item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the Town. An Unbalanced Bid price, which will be determined at the sole discretion of the Town, includes, but is not limited to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

B2.12 WITHDRAWAL OF BID

Bidder warrants, by virtue of bidding, that its Bid and the prices quoted in its Bid are firm and irrevocable for acceptance by the Town for a period of one hundred twenty (120) calendar days from the date of the Bid submittal deadline. Bidder may change or withdraw its Bid prior to the Bid submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be valid. Once the Town makes an Award, the Bid cannot be withdrawn.

B2.13 OPENING OF BIDS

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

B2.14 LOCAL PREFERENCE

This ITB is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Bidders seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at http://www.miamilakes-fl.gov.

B2.15 TIE BIDS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist, the Award will be made to one of the Bidders at the sole discretion of the Town Manager.

B2.16 AWARD OF CONTRACT(S) **Great Waste and Recycling Services LLC.**

The Town anticipates awarding a contract to the lowest responsive and responsible Bidder(s) that is in the best interest of the Town.

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town will consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town is satisfied that the Bidder(s) is qualified to perform the Work.

B2.17 BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 17-203, Section 16, which is available at http://www.miamilakes-fl.gov.

B2.18 EXECUTION OF CONTRACT

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract Execution and Certificate of Authority forms found in Section F.

B3 REQUIRED FORMS & AFFIDAVITS

B3.01 COLLUSION

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such ITB. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT

The Bidder must identify any relationship the owners or employees have with the Town's elected officials or staff using the Relationships with the Town affidavit found in Section H, Required Attachments.

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in Section H, Required Attachments, in its Bid. Bidder certifies that its Bid is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

B3.04 PUBLIC RECORDS AFFIDAVIT

The Town shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Bidders must complete and submit the Compliance with Public Records Law affidavit with their Bid. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Bidders, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

B3.05 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had 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 the Town, 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 or real property to the Town, 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 the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

END OF SECTION

SECTION C. GENERAL TERMS & CONDITIONS

C1 GENERAL REQUIREMENTS

C1.01 GENERALLY

The employee(s) of the Contractor will be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

C1.02 RULES AND REGULATIONS

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules and regulations will apply.

C1.03 HOURS FOR PERFORMING WORK

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise herein or in a Work Order. Work to be performed outside these hours will require the prior written approval of the Project Manager.

C1.04 SUBCONTRACTORS

Subcontracting under this Contractor is only permitted strictly for the physical sorting and disposal of the recyclable materials. Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager.

Bidders that will be using a temporary labor company to provide staffing for the Project must complete the Leased Employees Affidavit Form and include it with their Bid. Failure include this form may result in the Bid being rejected as non-responsive.

C1.05 CONSULTANT SERVICES

The Town, at its sole discretion, may hire a Consultant who may serve as the Town's representative for the Contract. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided for in the Contract Documents, and where such authority has been delegated in writing by the Town Manager.

C1.06 AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents. The Project Manager may delegate some of the authority contained in this Article to a designee.

The Contractor is bound by all determinations or orders of the Project Manager and must promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager and/or designee shall have authority to act on behalf of the Town to the extent provided for by the Contract Documents, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing through the Town Manager, Project Manager or designee.

The Project Manager will not be responsible for the means, methods, techniques, sequences or procedures employed, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Project Manager and Consultant will be consistent with the intent of the Contract Documents.

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Project Manager and/or designee will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Project Manager or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Project Manager owed to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Project Manager is not responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

C1.07 INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

C1.08 THIRD-PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract.

C1.09 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract will not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

C1.10 TIME FOR COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

C1.11 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

C1.12 NON-EXCLUSIVE CONTRACT

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

C1.13 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

C1.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

C1.15 ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

C1.16 INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

C1.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

1. In the event of conflicts in the Contract Documents the priorities stated below will govern;
2. Revisions and Change Orders to the Contract will govern over the Contract;
3. The Contract Documents will govern over the Contract;
4. The Special Conditions will govern over the General Conditions of the Contract; and
5. Addendum to an ITB will govern over the ITB.

In the event that Drawings and specifications are provided with the Contract the priorities stated below will govern:

1. Scope of Work and Specifications will govern over Plans and Drawings;
2. Schedules, when identified as such will govern over all other portions of the Plans;
3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise;
4. Larger scale drawings will govern over smaller scale drawings;
5. Figured or numerical dimensions will govern over dimensions obtained by scaling; and
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern.

C1.18 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

C1.19 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION

All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available on the Town's website.

C1.20 VEHICLES & EQUIPMENT

Contractor must have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. The Town may require the repair or replacement of equipment as reasonably necessary.

C1.21 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion of the Work.

C1.22 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

1. Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.

2. During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to

ensure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

C1.23 TAXES

Contractor must pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

Contractor shall include all sales and other taxes for which it is liable in its Bid price.

C1.24 REMOVAL OF UNSATISFACTORY PERSONNEL

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

C1.25 DEFECTIVE OR NON-COMPLIANT WORK

The Project Manager has the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract. If required, the Contractor will promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor will bear all direct, indirect and consequential costs of such removal or corrections.

Re-examination of any of the Work may be ordered by the Project Manager and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the Town will pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor will pay such cost.

Should Contractor fail or refuse to remove or correct any defective or non-compliant Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Project Manager, the Project Manager has the authority to cause the defective/non-compliant Work to be removed or corrected, or make such repairs or corrections as may be necessary at Contractor's expense. Any expense incurred by the Town in making such removals, corrections or repairs, will be paid for out of any monies due or which may become due the Contractor. In the event of failure of the Contractor to make all necessary repairs promptly and fully, the Town Manager or designee may declare the Contractor in default.

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, must promptly correct such defective or nonconforming Work within the time specified by Town, without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents, including but not limited to, any claim regarding latent defects.

Failure to reject any defective Work or material does not, in any way, prevent later rejection when such defect is discovered, or obligate the Town to accept the defective Work.

C1.26 COMPLIANCE WITH APPLICABLE LAWS

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

C1.27 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contact. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

C1.28 NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

Raul Gastesi
Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
rgastesi@miamilakes-fl.gov

For Contractor:

(To Be Determined)

Space intentionally left blank

During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

C2 INDEMNITY & INSURANCE

C2.01 INDEMNIFICATION

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of $10.00 from the sums due to the Contractor under this Contract.

C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

Contractor accepts full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor is full responsible for Work against all losses or damages of whatever nature sustained until acceptance by Town, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

C2.03 DEFENSE OF CLAIMS

Should any claim be made, or any legal action brought in any way relating to the Work under the Contract, the Contractor will diligently render to the Town all assistance which the Town may require of the Contractor.

C2.04 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company,

Oldwick, New Jersey, or its equivalent. The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

a. *Worker's Compensation and Employer's Liability Insurance:*

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $500,000 each accident and a waiver of subrogation.

b. *Comprehensive Business Automobile and Vehicle Liability Insurance:*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than $500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

c. *Commercial General Liability ("CGL"):*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than $1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(1st) Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars ($1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.

(2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars ($1,000,000)**.

(3rd) CGL Required Endorsements:

a) Employees included as insured
b) Contingent Liability/Independent Contractors Coverage
c) Contractual Liability

d) Waiver of Subrogation
e) Premises and/or Operations
f) Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
g) Loading and Unloading
h) Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

d. Certificate of Insurance

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

e. Additional Insured

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor will be responsible for the payment of any deductible or self-insured retention in the event of any claim.

C3 PUBLIC RECORDS

C3.01 ACCESS, REVIEW AND RELEASE OF RECORDS

Town will have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

f. Public Records

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If

the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency's requirements, when necessary.

Bidder is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Bid by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

g. *Retention and Transfer of Public Records*

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all other records associated with this Contract for a period of five (5) years from the date of termination.

Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or clerk@miamilakes-fl.gov.

C4 CONTRACT MODIFICATION AND DISPUTE PROCESS

C4.01 CHANGE ORDERS

Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town.

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated

with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

Any changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by the both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by Town.

In the event a satisfactory adjustment cannot be reached and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available on the Town's website.

C4.02 FORCE MAJEURE

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor must request a time extension from the Town within two (2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town. A Force Majeure event **does not include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

C4.03 EXTENSION OF TIME

Any reference in this Article to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;

2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article C4.04, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

C4.04 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article C4.05.

Failure of Contractor to comply with Article C4.05, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article C1.28 within the timeframe established in Article C4.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contract to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C4.03, and Article C4.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

C4.06 CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

C4.07 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation.

C4.08 STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article C5.03, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manger determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

C4.09 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

C4.11 CONTRACT EXTENSION

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

C5 EARLY TERMINATION & DEFAULT

C5.01 SET-OFFS, WITHOLDING, AND DEDUCTIONS

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

C5.02 CONTRACTOR DEFAULT

a. Event of Default

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency

statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

b. *Notice of Default – Opportunity to Cure*

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

c. *Termination for Default*

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

C5.03 <u>TERMINATION FOR CONVENIENCE</u>

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must Stop all Work on the date specified in the notice ("the Effective Date");

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contactor on other work;

5. Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
6. All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

C5.04 REMEDIES AVAILABLE TO THE TOWN

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

C5.05 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

C6 PAYMENT PROCESS

C6.01 COMPENSATION

Contractor can submit an invoice for payment for Work performed once per month for work completed and acceptance by the Project Manager. Contractor may not invoice more than once per month.

Contractor must use the Town's Contractor Payment Application ("Invoice") for all payment requests. Failure to use the Invoice form and full complete the required information will delay payment. Payments will not be made based on statements of accounts.

The Invoice Form is available on the Town's website at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&itemid=358.

The Town will take action to pay, reject or make partial payment on an Invoice in accordance with the Florida Local Government Prompt Payment Act. No payments will be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute. Contractor is responsible for paying its Subcontractors and suppliers in accordance with the Florida Local Government Prompt Payment Act.

The Contractor will be compensated based on actual Work performed at the prices specified in the Contract.

The acceptance of final payment for a Project constitutes a waiver of all claims by Contractor related to that Project, except those previously made in strict accordance with the provisions of

the Contract and identified by Contractor as unsettled at the time of the application for payment.

C6.02 ESTIMATED QUANTITIES

The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

C6.03 LINE-ITEM PRICING

Line item pricing must include all costs, both direct and indirect to perform the Work except for those costs specifically identified as reimbursable costs as stated in Article C6.06. This includes any incidental costs associated with the Work not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

The Bid Form contains line item prices and the Bidder is required to Bid on all line items. Where a Bidder fails to provide line item prices for all line items the Bid will be rejected as non-responsive.

C6.04 LINE-ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the : to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

C6.05 ADDITIONAL LINE ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

C6.06 REIMBURSIBLE EXPENSES

Certain Project expenses may or will not be known at the time of award of a Project. The Town will reimburse the Contractor for such costs, which includes:

1. Permits
2. Police Officer costs when not provided by the Town
3. WASD fees
4. DERM fees

Where a permit or the Town requires the Contractor to use a police officer(s) during the performance of the Work the Town will make every effort to furnish police officers at no cost to the Contractor. Where the Town is not able to provide the required police officers the Town will reimburse the Contractor based on the actual cost to the Contractor and the cost is not include in the unit price per item. To be reimbursed the Contractor must submit a copy of documentation substantiating both the cost as well as proof of payment.

Contractor will only be reimbursed for the actual direct cost, without any mark-up.

END OF SECTION

SECTION D. SPECIAL TERMS & CONDITIONS

D1 SCOPE OF WORK

The Services consist of furnishing all personnel, labor, materials, machinery, tools, means of transportation, supplies, equipment, services, supervision, and management necessary to provide refuse collection and disposal services and Recycling Services to the Town Facilities identified below in Section D2. The cost of disposal and all trash receptacles, including dumpsters, roll-off containers and recycling containers are included in the cost of the Services stated in the Bid Form.

D2 SERVICES PER LOCATION

Location	Address	Size of Dumpster	Quantity	Pulls per Week
Government Center	6601 Main Street	2 Cubic yards	2	2
Royal Oaks Park	16500 NW 87th Avenue	8 cubic yards 2 cubic yards	2 1	6
Miami Lakes Optimist Park	6411 NW 162nd Street	8 cubic yards	2	6
Miami Lakes Picnic Park West	15151 NW 82nd Avenue	8 cubic yards	2	5

D3 CONTRACT TERM

This Agreement shall be effective upon execution by both parties and shall continue for a period of three (3) years. The Town retains two (2) options to extend the term of this Agreement for additional one-year terms.

D4 COMPENSATION/PRICE ADJUSTMENTS

Contractor will be paid based on the monthly rates established in the Contract.

Contractor's price(s) will remain fixed and firm during the term of Contract with the following exception:

Adjustments to the rates paid under this Contract may be annually indexed to inflation as defined by the Consumer Price Index (CPI). All Urban Consumers CPU-U All Items Miami-Ft. Lauderdale area as calculated by the U.S. Department of Labor. The All Urban Consumers figures used will be published and available ninety (90) days prior to the end of the Contract year and thereafter on an annual basis in the same way for succeeding years. Said increases must be requested in writing by the Contractor no later than thirty (30) days prior to the expiration of each Contract year and will be effective upon the commencement of each new Contract year. No increase will exceed three percent (3%) per year. Retroactive increases will not be permitted.

D5 INVOICING

Contractor will invoice once per month for the Services provided in the prior month using the Town's invoice form unless otherwise approved in writing by the Town's Procurement Manager. Contractor invoices, at a minimum, must include the following information:

- Name and address of Contractor
- Contract Number
- Date of invoice

- Invoice number (invoice number cannot be repeated)
- Timeframe covered by the invoice (Dates of Service)
- Site(s) (location) of Work performed
- Total Value of invoice
- Account Codes (if provided)

Separate line items on the invoice must be use used to reflect any fuel surcharges and credit/charges for Recyclable Materials.

D6 PAYMENTS

Payments shall be based on invoices submitted on a monthly basis for Work performed in the previous month. Contractor shall be paid for actual lane miles cleaned and accepted by the Town. The Town will not issue any payments based on a statement of accounts. Any reductions in the amount paid to the Contractor shall be done in accordance with Articles D5 of the Contract. All payments shall be made in accordance with the State of Florida Local Government Prompt Payment Act.

D7 EMPLOYEES

Contractor's employees must be identifiable by wearing a uniform bearing the Contractor name. Smoking is not permitted while on Town property.

D8 TRASH COLLECTION VEHICLES

Contractor's name, office telephone number and truck number must be properly displayed on all collection vehicles. Collection vehicles must be well-maintained and clean in appearance.

D9 TRASH RECEPTACLES

The Contractor must provide Trash Receptacles in good repair and is responsible to inspect all Trash Receptacles on a monthly basis and make all necessary repairs, maintenance, painting or sanitizing. The Contractor will, upon request of the Program Manager, repair, replace, sanitize or repaint the Trash Receptacle within forty-eight (48) hours of notification unless otherwise approved by the Program Manager in writing. Any drain plug will be replaced within seven (7) days of notification. All dumpsters will be steel-top loads with lift-up lids. No side door receptacles are permitted unless specifically requested or specified.

D10 SPILLAGE

The Contractor must not litter or cause any spillage to occur upon the premise, roadway or right-of-way wherein the collections will occur. Extra service effort will be required to ensure garbage or litter is picked up around the dumpsters if needed. During hauling, all material will be contained, enclosed and covered so that leaking, spilling and blowing is prevented. In the event of any spillage or leaking, including, but not limited to, hydraulic and other fluids from the collection vehicles or materials such as paint by the Contractor, for any reason or source, the Contractor will ensure that the vehicle stops immediately to prevent "fluid trails" and clean up all spillage and leakage immediately to the satisfaction of the Town, at no additional cost to the Town. If the Contractor fails to take prompt and effective remedial action and after notice to the Contractor, the Town is required to respond to clean up or repair, costs for such Town action will be deducted from the Contractor's monthly invoice.

D11 CONTRACTOR CAUSED MISSED PICK-UP

If a dumpster is not serviced (missed pick-up) within twelve (12) hours of a reported miss (verbal or written), the Town may assess a service charge based on the pro-rata monthly percentage for the monthly service at the specific Facility. The Town may deduct any assessed missed pick-up service charges from the Contractor's monthly invoice.

D12 ODOR CONTROL

Contractor will be responsible for all appropriate actions to minimize any offensive odors emanating from the Trash Receptacles.

D13 EMERGENCY SITUATIONS

In the event of an extreme weather event or some other emergency situation, it may be necessary for the Contractor to provide the labor necessary to remove solid waste as needed, in addition to the provided trash receptacles. It may be necessary for the Contractor to dedicate trucks or provide additional trash receptacles and sufficient staff to remove debris from Town sites after a storm or emergency situation.

D14 DISASTER STOP SERVICE REQUIREMENTS

In the event of a disaster such as a hurricane, the Contractor will be expected to continue with collection service until the Town declares a "State of Emergency" or until the Program Manager and Contractor agree that Service will be suspended due to unsafe conditions. At the present time, the Town's Disaster plan calls for the Contractor to resume and continue the collection schedule as soon as safely possible. Due to the magnitude of the disaster, if the Contractor is called upon to assist in debris clearing or other duties under "State of Emergency" (FEMA status), the Contractor may be eligible for additional compensation under rates and adjustments. No additional compensation should be expected for general windstorms, poor weather conditions or unusual events outside the "State of Emergency" declaration.

In instances where a Hurricane Warning has been issued, the Contractor may be required to pick up any construction type containers provided by the Contractor within four (4) hours.

D15 REPORTS

Contractor, on a monthly basis, simultaneous with the submission of its invoice(s) provide a report on the following:

- Number of tons of waste generated by Facility.
- Number of tons and value (if applicable) of Recyclable Material generated from each site. Value will be based on the price per ton stated in the Bid Form broken down by type/category of recycled materials. Actual weight not estimated.
- Report of any accidents or safety issues occurring on Town property.

D16 CONSTRUCTION TYPE CONTAINERS

Contractor may be required to provide construction type containers of various sizes during the term of the Contract. Initially, the Town will require one 20 cubic yard construction container with pulls being performed on an as-needed basis. The containers will be provided on a cost per pull basis based on the size of the container, which will include delivery and removal services.

D17 RECYCLING SERVICES

Recycling services will be provided in accordance with Section 15 of the Code of Miami-Dade County and all other applicable federal, state, county and local laws, rules and regulations. No estimating is permitted. Only actual reports are acceptable.

Contractor will accept and process for recycling a single stream of commingled Source-Separated Recyclable Materials including, at a minimum, all materials identified on the Bid Form. At a minimum, the Contractor will accept and process for recycling the following recyclable materials: corrugated

cardboard, mixed office paper/colored paper, newspaper/magazines, fiber materials, glass bottles/containers, steel and/or tin containers, aluminum containers and/or plastic bottles/containers.

Contractor will not refuse to accept any Recyclable Material collected due to improper refuse being comingled in with the Recyclable Material unless the Program Manager has been provided written notification of the ongoing problem and the Town is provided the opportunity to investigate and take any necessary and appropriate action to correct the issue.

All Recycling Services will be performed at a properly licensed and permitted materials recovery facility.

Recycling Dumpsters will be provided as follows based on the number of dumpsters identified in Section D2:

- Government Center – One 2 cubic yard dumpster will be used for recycling.
- Royal Oaks Park – One 2 cubic yard dumpster will be used for recycling.
- All other locations – One 8 cubic yard dumpster at each site will be used for recycling.

END OF SECTION

SECTION E. BID FORM

This Bid is submitted on behalf of GREAT WASTE AND RECYCLING SERVICES LLC., (hereinafter "Bidder") located at

(Name of Bidder)

6710 MAIN STREET SUITE # 237
MIAMI LAKES FLORIDA 33014, submitted on AUGUST 15, 2019

(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for **ITB No.** 2019-32 **for**

REFUSE AND RECYCLING SERVICES FOR TOWN FACILITIES

(Solicitation Title)

To: Town of Miami Lakes, Florida
Attn: Town Clerk
Government Center
6601 Main Street
Miami Lakes, Florida 33014

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the above stated ITB issued by the Town of Miami Lakes.

Bidder has carefully examined all the documents contained in the ITB and understands all instructions, requirements, specifications, drawings/plans, terms and conditions, and hereby offers and proposes to furnish the products or services described herein at the prices, fees or rates quoted in the Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the Contract Documents.

Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB and attests to meeting the minimum qualifications stated therein.

All statements, information and representations prepared and submitted in response to the ITB are current, complete, true, and accurate. Bidder acknowledges that the Town will rely on such statements, information, and representations in selecting a Bidder, and hereby grants the Town permission to contact any persons or entities identified in the ITB to independently verify the information provided herein.

No attempt has or will be made by the Bidder to induce any other person or firm to not submit a response to this ITB and no personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Submittal. Bidder has had no contact with Town personnel regarding the ITB. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved.

The pricing, rates or fees proposed by the Bidder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Bidder or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Bidder prior to submission of the Submittal, either directly or indirectly, to any other Bidder or competitor.

Bidder is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities. If yes, Bidder must provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish the documents, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The individual signing the Bid Form represents by signing, that he/she is duly authorized to sign on behalf of the Bidder and that all information and documents submitted in response to the ITB are to the best of his/her knowledge are true, accurate, and complete as of the submittal date.

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BID PRICE

Item No.	Location	Monthly Cost	Annual Cost
1	Government Center	$ 156.20	$ 1,874.40
2	Royal Oaks Park	$ 2,104.70	$ 25,256.40
3	Miami Lakes Optimist Club	$ 1,870.70	$ 22,448.40
4	Miami Lakes Picnic Park West	$ 1,558.80	$ 18,705.60
5	Youth Center	$ 623.70	$ 7,476.00

TOTAL ANNUAL COST $ 75,760.80

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Additional Services

**Additional Services shall be performed on an as-needed basis. Additional Services shall not be included in the determination of the lowest responsive and responsible Bidder. **

Item No.	Additional Service	Cost per Pull
AS1	Cost per pull for 20 cubic yard container	$ 345.00

Collection, Processing and Disposal of Recyclable Materials

**The Recycling Material price per ton will not be used to determine the lowest responsive and responsible bidder. **

1. If compensation is proposed as an incentive to share Recyclable Materials revenues with Town, or if zero processing cost is proposed, please insert a dollar amount as a positive per ton amount to be paid to Town, indicated with (+) sign or $0, as applicable:

   $ 0 (price per ton)

2. If a tipping fee to receive Recyclable Materials is proposed, please insert a dollar amount as a negative per ton amount to be paid by the Town, indicated with a (-) sign or $0, as applicable:

   $ 0 (price per ton)

Firm's Name: GREAT WASTE AND RECYCLING SERVICES LLC.

SSN or Federal ID No.: 45-2479744 Telephone No.: (305) 688-6188

E-Mail Address: CARLO@GREAT-WASTE.COM Facsimile No.: (786) 515-1049

Town/State/Zip: MIAMI LAKES FLORIDA 33014

Printed: CARLO PICCINONNA Name/Title: MGRM

Signature:

Town of Miami Lakes
Local Vendor Preference Certification

The Town of Miami Lakes Procurement Ordinance, 12-142 provides preferences to business entities located with the town boundaries if the business entity meets the requirements for the vendor preference and its bid or proposal meets the thresholds established in the Procurement Ordinance. Details on these requirements and thresholds can be found by visiting the Town's Procurement webpage at http://www.miamilakes-fl.gov/c-our_govt/admin-procurement.php.

By completing the information required below and submitting this form the business entity certifies that it meets the requirements the requirement for local preference as stipulated in the Procurement Ordinance. **This form must be submitted with the business entities response to a solicitation. The Town, at its sole discretion may allow for the form to be submitted after the date and time stated for the bid or response to be received by the Town.**

Solicitation Number: Solicitation No. Title: Title

Mark each of the following as applicable:

- ☐ The business entity possesses a current business tax receipt, tax receipt no., issued 6 months prior to the solicitation being issued.
- ☐ The business entity possesses a current certificate of use, certificate no., issued 6 months prior to the solicitation being issued.
- ☐ At least 10% of the business entities workforce resides in Town of Miami Lakes prior to the solicitation being issued.
- ☒ Goods or services to be provided will be provided from the place of business located within the Town.

Additional information may be requested to determine if the business entity is entitled to the local preference.

This certification is submitted with the full knowledge that should the Town determine that any of the information provided prove to be false the business entities bid/response may be rejected and the business entity may be excluded from bidding on future solicitation for a period of up to three (3) years.

Name of Business Entity: Great Waste and Recycling Services LLC.

Address: 6710 Main Street Suite 237 Main Street Miami Lakes Florida 33014

Tax ID/FEIN/SSN: 45-2479744

Contact Name: William Hernandez Title: Marketing Member

Phone No.: 305-297-1530 E-Mail: willie@great-waste.com

Signature: _____ Date: 08/09/2019

BEFORE ME, the undersigned authority, personally appeared William Hernandez to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that William Hernandez executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 9 day of August, 2019

My Commission Expires:

_____

Notary Public State of Florida at Large

JENNIFER A MELENDEZ
MY COMMISSION # GG034417
EXPIRES September 28, 2020

MIAMI LAKES
Growing Beautifully

SECTION F. ATTACHMENTS

Form CQQ - Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership? 8-YEARS

   a. Professional Licenses/Certifications (include name and license #)* Issuance Date

   2019-20 GENERAL HAULER PERMIT (PERMIT #16093) MAY 24, 2019
   2019-20 WASTE TIRE GENERATOR/HAULER (PERMIT 22492) MAY 24, 2019
   2019-20 MIAMI DADE LBT #7105745 SEPT. 30, 2019

   (*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: ☐ Individual ☐ Partnership ☐ Corporation ☑ LLC ☐ Other

   If other, please describe the type of company: 45-2479744

   a. FEIN/EIN Number: 45-2479744

   b. Dept. of Business Professional Regulation Category (DBPR): N/A

      i. Date Licensed by DBPR: N/A

      ii. License Number: N/A

   c. Date registered to conduct business in the State of Florida: GREAT WASTE AND RECYCLING SERVICES LLC.

      i. Date filed: 06/08/2011

      ii. Document Number: L11000066819

   d. Primary Office Location: 6710 MAIN STREET SUITE 237 MIAMI LAKES FLORIDA 33014

Great Waste and Recycling Services LLC.

e. What is your primary business?

RECYCLING & WASTE COLLECTION AND DISPOSAL SERVICES

(This answer should be specific)

f. Name of Qualifier, license number, and relationship to company:

GREAT WASTE AND RECYCLING SERVICES LLC.

g. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company:

GREAT WASTE AND RECYCLING SERVICES LLC.

h. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
N/A		

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
CARLO PICCINONNA	MGRM	100%

Is any owner identified above an owner in another company? ☐ Yes ☑ No

If yes, identify the name of the owner, other company names, and % ownership

N/A

b. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Great Waste and Recycling Services LLC.

Name	Title	Signatory Authority All/Cost/No-Cost/Other
CARLO PICCIONNA	MGRM	ALL

Explanation for Other: _____

4. Employee Information

   a. Total No. of Employees: 50

   b. Total No. of Managerial/Admin. Employees: 50

   c. Number of Trades Personnel and total number per classification:
   (Apprentices must be listed separately for each classification)

5. Will a Labor Force Company be used to provide any workers? ☐ Yes ☑ No

6. Employer Modification Rating: ATTACHED CERTIFICATE

7. Insurance & Bond Information:

   a. Insurance Carrier name & address:
   SEE ATTACHED CERTIFICATE

   b. Insurance Contact Name, telephone, & e-mail:
   SEE ATTACHED CERTIFICATE

   c. Insurance Experience Modification Rating (EMR): ATTACHED
   (If no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value:

0

e. Bond Carrier name & address:

N/A

f. Bond Carrier Contact Name, Telephone number, & Email:

N/A

g. Number of Bond Claims paid out in the last 5 years & value of each:

N/A

8. Have any lawsuits been filed against your company in the past 5 years? ☐ Yes ☑ No

   If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

9. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. ☐ Yes ☑ No

   If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

10. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations? ☐ Yes ☑ No

    If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? ☐ Yes ☑ No If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

12. Has the Bidder or any of its principals failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? ☐ Yes ☑ No
    If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

Great Waste and Recycling Services LLC

13. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? ☐ Yes ☑ No
14. Provide an attachment listing all of the equipment and vehicles owned or under lease or rental agreement, which will be used in the performance of the Work in accordance with Section D1 of the ITB. Contractor must clearly identify which equipment and vehicles are owned versus rented or leased. Contractor must also provide the age of each piece of equipment or vehicle and must specify whether the equipment or vehicle will be dedicated for use solely on the Town's Street Sweeping Work. During the Bid evaluation process, the Town may request copies of rented or leased equipment. The Equipment and Vehicles form following this questionnaire has been provided to aid Bidders in submitting the requested information.

    If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

15. Current and Prior Experience:
    a. Current Experience
       Provide an attachment to this questionnaire that lists all current projects or contracts, recently awarded, or pending award, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.

    b. Prior contracts or projects of a similar size, scope, and complexity:
       Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified in Section A of the solicitation.

       Information provided must include the owner's name, address and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A verifiable reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission. Bidders must use Form CRL for its reference letters.

By signing below, Proposer certifies that the information contained herein is true and accurate to the best of Proposer's knowledge.

By: _____ 08/09/19
Signature of Authorized Officer — Date

Carlo Piermonna
Printed Name

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
RRL Insurance Agency
4450 W Eau Gallie Blvd., #115
Melbourne FL 32934

CONTACT NAME: Tara Carney
PHONE (A/C, No, Ext): 321-421-6308 | FAX (A/C, No):
E-MAIL ADDRESS: tcarney@rrl-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westchester Surplus Lines	10172
INSURER B : Seneca Insurance Company	10936
INSURER C : Starr Surplus Lines Insurance Company	13604
INSURER D : Starr Indemnity & Liability Company	38318
INSURER E :	
INSURER F :	

INSURED GREATWAST
Great Waste & Recycling Services, LLC
3051 NW 129th Street
Opa Locka FL 33054

COVERAGES **CERTIFICATE NUMBER:** 2009773192 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY	Y	Y	1000066992191	6/17/2019	6/17/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Site Pollution	$ 1,000,000
	AUTOMOBILE LIABILITY	Y	Y	1000626078191	6/17/2019	6/17/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X PIP $10,000							$
C	UMBRELLA LIAB / X OCCUR	Y	Y	1000337334191	6/17/2019	6/17/2020	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B A	Equipment Floater Pollution Liability			CIM2801550 G46866514001	5/21/2019 2/8/2019	5/21/2020 2/8/2020	Stated Amount Pollution Liab. Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ITB# 2019-32
Refuse and Recycling Services for Town Facilities

CERTIFICATE HOLDER

The Town of Miami Lakes
6601 Main Street
Miami Lakes FL 33014

CANCELLATION 30 Days

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Paul

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CERTIFICATE OF LIABILITY INSURANCE

Date 7/3/2019

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur ☐ ☐ General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ ☐				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A	**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.		WC 71949	01/01/2019	01/01/2020	X WC Statutory Limits / OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000

Other **Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 07-65-304

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Great Waste and Recycling Services, LLC

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com

Project Name:

ISSUE 07-03-19 (KLR)

Begin Date: 9/12/2011

CERTIFICATE HOLDER

CITY OF HALLANDALE BEACH

400 S. FEDERAL HIGHWAY
HALLANDALE BEACH, FL 33009

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

6832092

BUSINESS NAME/LOCATION
GREAT WASTE & RECYCLING
SERVICES LLC
6710 MAIN ST STE 237
MIAMI LAKES, FL 33014

RECEIPT NO.
RENEWAL
7105745

EXPIRES
SEPTEMBER 30, 2019

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
GREAT WASTE & RECYCLING
SERVICES
CARLO PICCINONNA MGR
Employee(s) 6

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

PAYMENT RECEIVED BY TAX COLLECTOR
45.00 09/20/2018
0208-18-007802

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY

Solid Waste Management
2525 NW 62nd Street • 5100
Miami, Florida 33147
T.305-514-6666

miamidade.gov

May 24, 2019

Mr. Carlo Piccinonna, Manager
Great Waste and Recycling Services, LLC
6710 Main Street, Ste. 237
Miami Lakes, FL 33014

RE: 2019-20 General Hauler Permit Approval and Decals

Dear Mr. Piccinonna:

Thank you for your recent General Hauler Permit application. **Great Waste and Recycling Services, LLC** (Permit **#16093**) has been approved through **June 31, 2020** to transport solid waste in Miami-Dade County.

Enclosed you will find (**26**) decals, **(GH20-0916:0941)** for the vehicles approved under this permit account to transport solid waste in Miami-Dade County under this permit account.

Each decals should be permanently affixed on the inside windshield of the vehicles. Any vehicles observed transporting without a decal permanently affixed to the windshield are considered to be in violation as prescribed in Chapter 15-17 of the Code of Miami-Dade County.

Please note that the Department of Solid Waste Management (DSWM) has the authority at any time, to request an accounting of the following.

- A summary of the number of tons of solid waste collected quarterly based on schedule service, as of the reporting date.
- A summary of the number of tons of recyclable material collected and marketed quarterly, on a schedule and format prescribed by the department.

You are advised to maintain accurate records in the event such a request is made. It is also recommended that you keep this document on file as proof of your General Hauler Permit approval

In addition, General Haulers with solid waste accounts in unincorporated Miami-Dade County must report and pay on a monthly basis, a disposal facility fee on all accounts except recycling pickup or non-reoccurring C & D pickups.

Should you require additional information specific to your permit, contact the Permit Section at 305-514-6610. If you need assistance with the requirements of the Disposal Facility Fee, contact Xavier Peresrego at 305-514-6763.

Sincerely,

Michelle J. Jackson
Special Projects Administrator 2
Code Enforcement Division

Schedule of Approved Vehicles
Great Waste and Recycling Services, LLC
FOR THE PERIOD OF **May 2019 through June 2020**

26 Approved Vehicles
Decal Numbers: **GH20-0916** through **GH20-0941**

	Tag	Year	Make / Model	Vehicle Type	Decal Number
1.	P9586A	2016	Mack/GU813	LDFL Vehicle	GH20-0916
2.	P9587A	2012	Volvo/VHD	LDFL Vehicle	GH20-0917
3.	N9694W	2016	Mack/GU813	LDFL Vehicle	GH20-0918
4.	N2735Z	2006	Volvo/VHD	LDFL Vehicle	GH20-0919
5.	P9589A	2015	Mack/GU813	LDFL Vehicle	GH20-0920
6.	P9590A	2015	Mack/GU813	LDFL Vehicle	GH20-0921
7.	P9591A	2017	Mack/GU813	LDFL Vehicle	GH20-0922
8.	P9592A	2018	Mack/GU813	LDFL Vehicle	GH20-0923
9.	P3274B	2019	Mack/GU813	LDFL Vehicle	GH20-0924
10.	P9446A	2019	Mack/GU813	LDFL Vehicle	GH20-0925
11.	N4195Z	2003	Volvo/VHD	LDFL Vehicle	GH20-0926
12.	P9595A	2013	Volvo/VHD	LDFL Vehicle	GH20-0927
13.	N2737Z	1995	Freightliner/Century	LDFL Vehicle	GH20-0928
14.	P9593A	2001	Mack/MR688S	LDFL Vehicle	GH20-0929
15.	N2156U	2005	Mack/MR688S	LDFL Vehicle	GH20-0930
16.	N7332V	2015	Mack/MRU613	LDFL Vehicle	GH20-0931
17.	N9452V	2015	Mack/MRU613	LDFL Vehicle	GH20-0932
18.	N5053X	2016	Mack/MRU613	LDFL Vehicle	GH20-0933
19.	N9910X	2016	Mack/MRU613	LDFL Vehicle	GH20-0934
20.	N6724Y	2017	Mack/MRU613	LDFL Vehicle	GH20-0935
21.	N6723Y	2016	Mack/MRU613	LDFL Vehicle	GH20-0936
22.	N0559Z	2016	Mack/MRU613	LDFL Vehicle	GH20-0937
23.	N4185Z	2018	Mack/MRU613	LDFL Vehicle	GH20-0938
24.	P644B	2018	Mack/MRU613	LDFL Vehicle	GH20-0939
25.	P8664B	2019	Mack/MRU613	LDFL Vehicle	GH20-0940
26.	N4195Z	2019	Mack/MRU613	LDFL Vehicle	GH20-0941

Solid Waste Management
2525 NW 62nd Street • 5100
Miami, Florida 33147
T 305-514-6666

miamidade.gov

May 24, 2019

Mr. Carlo Piccinonna, Manager
Great Waste and Recycling Services, LLC
6710 Main Street, Ste. 237
Miami Lakes, FL 33014

RE: 2019-20 Waste Tire Generator/Hauler Service Permit Approval

Dear Mr. Piccinonna:

Thank you for your recent permit application. **Great Waste and Recycling Services, LLC** (Permit **#22492)** has been approved by the Department of Solid Waste Management (DSWM) to operate as a waste tire hauler and waste tire generator through **June 31, 2020.**

Enclosed you will find:

- (1) Decal: **#TG20-0395** for the waste tire generator sites located at **3051 NW 129th Street**.
- (13) Decals: **#TH20-0199:0211** for the **vehicles** permitted to transport waste tires in Miami-Dade County.

Waste Tire Generator (TG) decals must be displayed in an area visible to the public and to County Enforcement staff. Waste Tire Hauler (TH) decals must be permanently affixed to the inside windshield of every vehicle approved to transport waste tires within Miami-Dade County. Permittees not displaying the decals as instructed are subject to violations as prescribed by the Code of Miami-Dade County.

Please note that the DSWM has the authority at any time, to request an accounting of the following:

- The number of new, used and recapped tires received from suppliers
- The number of new, used and recapped tires transferred to others

You are advised to maintain accurate records in the event such a request is made. It is also recommended that you keep this document on file as proof of your Waste Tire Generator/Hauler Permit approval.

Should you require additional information, contact the Permit Section at 305-514-6610.

Sincerely,

Michelle J. Jackson
Special Projects Administrator 2
Code Enforcement Division

Schedule of Approved Vehicles
Great Waste and Recycling Services, LLC
FOR THE PERIOD OF **May 2019 through June 2020**

13 Approved Vehicles
Decal Numbers: **TH20-0199** through **TH20-0211**

Tag	Year	Make / Model	Vehicle Type	Decal Number
1. P9586A	2016	Mack/GU813	LDFL Vehicle	TH20-0199
2. P9587A	2012	Volvo/VHD	LDFL Vehicle	TH20-0200
3. N9694W	2016	Mack/GU813	LDFL Vehicle	TH20-0201
4. N2735Z	2006	Volvo/VHD	LDFL Vehicle	TH20-0202
5. P9589A	2015	Mack/GU813	LDFL Vehicle	TH20-0203
6. P9590A	2015	Mack/GU813	LDFL Vehicle	TH20-0204
7. P9591A	2017	Mack/GU813	LDFL Vehicle	TH20-0205
8. P9592A	2018	Mack/GU813	LDFL Vehicle	TH20-0206
9. P3274B	2019	Mack/GU813	LDFL Vehicle	TH20-0207
10. P9446A	2019	Mack/GU813	LDFL Vehicle	TH20-0208
11. N4195Z	2003	Volvo/VHD	LDFL Vehicle	TH20-0209
12. P9595A	2013	Volvo/VHD	LDFL Vehicle	TH20-0210
13. N2737Z	1995	Freightliner/Century	LDFL Vehicle	TH20-0211

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
GREAT WASTE AND RECYCLING SERVICES LLC

Filing Information

Document Number	L11000066819
FEI/EIN Number	45-2479744
Date Filed	06/08/2011
State	FL
Status	ACTIVE

Principal Address

6710 Main Street
#237
Miami Lakes, FL 33014

Changed: 04/09/2018

Mailing Address

6710 Main Street
#237
Miami Lakes, FL 33014

Changed: 04/09/2018

Registered Agent Name & Address

HOOPER, LARRY K
7181 COLLEGE PARK WAY
SUITE 14
FT MEYERS, FL 33907

Address Changed: 05/27/2016

Authorized Person(s) Detail

Name & Address

Title MGRM

PICCINONNA, CARLO
12330 SW 2 STREET
PLANTATION, FL 33325

Annual Reports

Report Year	Filed Date
2016	05/27/2016
2017	03/17/2017
2018	04/09/2018

Document Images

04/09/2018 -- ANNUAL REPORT	View image in PDF format
03/17/2017 -- ANNUAL REPORT	View image in PDF format
05/27/2016 -- ANNUAL REPORT	View image in PDF format
02/02/2015 -- ANNUAL REPORT	View image in PDF format
04/22/2014 -- ANNUAL REPORT	View image in PDF format
03/26/2013 -- ANNUAL REPORT	View image in PDF format
02/07/2012 -- ANNUAL REPORT	View image in PDF format
06/08/2011 -- Florida Limited Liability	View image in PDF format

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Great Waste & Recycling Service LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6710 Main Street Suite 237

Requester's name and address (optional)

6 City, state, and ZIP code
Miami Lakes, FL 33014

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
4 5 – 2 4 7 9 7 4 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/28/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MIAMI LAKES
Growing Beautifully

FORM CRL - Client Reference Letter

To Whom It May Concern,

Subject: Reference Letter for ITB 2019-32 Refuse and Recycling Services

Name of Bidder: GREAT WASTE AND RECYCLING SERVICES LLC.

The above referenced Contractor is submitting on a Bid solicitation that has been issued by the Town of Miami Lakes. We require that the Bidder provide written references with their Bid submission and by providing you with this document, the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Name of Public Entity: MIAMI-DADE COUNTY PUBLIC SCHOOLS

Name of Project: COMMERCIAL SOLID WASTE COLLECTION AND DISPOSAL

Scope of Work: PROVIDE DAILY SOLID WASTE COLLECTION FOR 180 INSTITUTIONS

Initial Value of Contract: $ 1,700,000/yr Is contract still active? [X] Yes [ ] No

Final Contract Value: $ 1,700,000/yr.

Was the work performed timely: [X] Yes [ ] No

Was the work performed to acceptable quality standards? [X] Yes [ ] No

Were the number of RFIs submitted reasonable for the scope of the project(s)? [ ] Yes [X] No NA

Number of Change Orders: NA Were any Contractor driven? [ ] Yes [X] No

Would you enter into a contract with the Contractor in the future? [X] Yes [ ] No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

ASSUMING RFI = REQUEST FOR INFORMATION, NO RFI'S WERE SUBMITTED. THE SOLID WASTE CONTRACT WAS AWARDED BASED ON LOW BID AND QUALITY OF SERVICE. - IT WAS NOT CONTRACTOR DRIVEN.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: MIAMI-DADE COUNTY PUBLIC SCHOOLS

Name of individual completing this form: ALFREDO SARDIÑAS Date: 7/30/19

Signature: [signature] Title: DIRECTOR, ENERGY COSTS

Telephone: 305-995-1550 E-mail: energy@dadeschools.net

Sincerely,

Nathalie Garcia

Procurement Manager

Miami-Dade County Public Schools

giving our students the world

Superintendent of Schools
Alberto M. Carvalho

Miami-Dade County School Board
Perla Tabares Hantman, Chair
Dr. Martin Karp, Vice Chair
Dr. Dorothy Bendross-Mindingall
Susie V. Castillo
Dr. Lawrence S. Feldman
Dr. Steve Gallon III
Lubby Navarro
Dr. Marta Pérez
Mari Tere Rojas

January 22, 2019

Letter of Recommendation for Mr. Carlo Piccinonna and Great Waste

To Whom It May Concern:

I have known Mr. Carlo Piccinonna since April 2008 when he assumed the leadership of Choice Environmental Services to manage operations during the period of contract (July 2005 — June 2010) with Miami-Dade County Public Schools for providing recycling and solid waste services to over 350 schools and facilities. And now under our present contract with Great Waste providing daily solid waste services to over 180 locations.

As with the old contract and with the present contract, Mr. Piccinonna has always strived to provide the best service possible as enforced by the fact that my office has not received one complaint about service since Great Waste started in January 2017. Also, after Hurricane Irma last year, Great Waste was instrumental in our overall effort to restore our schools to normalcy in providing expedient service beyond measure.

In my 30 years of overseeing the solid waste services contracts for Miami-Dade County Public Schools I have interacted with some of the top 5 waste companies in America and none of them can compare with the leadership and level of service that Mr. Piccinonna and Great Waste are providing now.

I am confident that Mr. Piccinonna and Great Waste will meet and exceed any requirement.

If you require additional information, please do not hesitate to contact me.

Sincerely,

Alfredo Sardiñas
Director II, Energy Cost
Miami-Dade County Public Schools
305-995-1550
energy@dadeschools.net

MIAMI LAKES
Growing Beautifully

FORM CRL - Client Reference Letter

To Whom It May Concern,

Subject: Reference Letter for ITB 2019-32 Refuse and Recycling Services

Name of Bidder: Great Waste and Recycling Services LLC

The above referenced Contractor is submitting on a Bid solicitation that has been issued by the Town of Miami Lakes. We require that the Bidder provide written references with their Bid submission and by providing you with this document, the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Name of Public Entity: City of Doral

Name of Project: waste and recycling services

Scope of Work: Remove waste and recycling from City facilities

Initial Value of Contract: $ Approx 27,000.00 annually Is contract still active? ☒ Yes ☐ No

Final Contract Value: $ " "

Was the work performed timely: ☒ Yes ☐ No

Was the work performed to acceptable quality standards? ☒ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☐ Yes ☐ No N/A

Number of Change Orders: Ø Were any Contractor driven? ☐ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ☒ Yes ☐ No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: City of Doral

Name of individual completing this form: Michael Festa Date: 8/9/2019

Signature: Michael Festa Title: Parks Operations Administrator

Telephone: 305-593-6600 E-mail: Michael.Festa@cityofdoral.com

Sincerely,

Nathalie Garcia

Procurement Manager

MIAMI LAKES
Growing Beautifully

FORM CRL - Client Reference Letter

To Whom It May Concern,

Subject: Reference Letter for ITB 2019-32 Refuse and Recycling Services

Name of Bidder: GREAT WASTE AND RECYCLING SERVICES LLC.

The above referenced Contractor is submitting on a Bid solicitation that has been issued by the Town of Miami Lakes. We require that the Bidder provide written references with their Bid submission and by providing you with this document, the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Name of Public Entity: MIAMI-DADE COUNTY

Name of Project: GARBAGE COLLECTION AND DISPOSAL ITB: 6938-2/22

Scope of Work: GARBAGE COLLECTION AND DISPOSAL INTERNAL SERVICES DEPARTMENT

Initial Value of Contract: $14,136,000 Is contract still active? ☑ Yes ☐ No

Final Contract Value: $19,220,688

Was the work performed timely: ☑ Yes ☐ No

Was the work performed to acceptable quality standards? ☑ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☐ Yes ☐ No

Number of Change Orders: 1 Were any Contractor driven? ☐ Yes ☑ No

Would you enter into a contract with the Contractor in the future? ☑ Yes ☐ No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

PHCD has an allocation of $1,786,048.34; total value of the contract 19,220,688.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: Miami-Dade County

Name of Individual completing this form: Indira Rajkumar Date: 7/20/19

Signature: [signature] Title: PHCD Procurement Cont. Mgr.

Telephone: 786.469.4164 E-mail: indi@miamidade.gov

Sincerely,

Nathalie Garcia

Procurement Manager

MIAMI LAKES
Growing Beautifully

FORM CRL - Client Reference Letter

To Whom It May Concern,

Subject: Reference Letter for ITB 2019-32 Refuse and Recycling Services

Name of Bidder: GREAT WASTE AND RECYCLING SERVICES LLC.

The above referenced Contractor is submitting on a Bid solicitation that has been issued by the Town of Miami Lakes. We require that the Bidder provide written references with their Bid submission and by providing you with this document, the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Name of Public Entity: MIAMI-DADE COUNTY

Name of Project: GARBAGE COLLECTION AND DISPOSAL ITB: 6938-2/22

Scope of Work: GARBAGE COLLECTION AND DISPOSAL INTERNAL SERVICES DEPARTMENT

Initial Value of Contract: $14,136,000 Is contract still active? ☑ Yes ☐ No

Final Contract Value: $19,220,688

Was the work performed timely: ☑ Yes ☐ No

Was the work performed to acceptable quality standards? ☑ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☐ Yes ☐ No

Number of Change Orders: 1 Were any Contractor driven? ☐ Yes ☑ No

Would you enter into a contract with the Contractor in the future? ☑ Yes ☐ No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

PHCD has an allocation of $1,786,048.34; total value of the contract 19,220,688.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: Miami-Dade County

Name of Individual completing this form: Indira Rajkumar Date: 7/30/19

Signature: [signature] Title: PHCD Procurement Cont. Mgr.

Telephone: 786.469.4164 E-mail: indi@miamidade.gov

Sincerely,

Nathalie Garcia

Procurement Manager

From: Rajkumar-Futch, Indira (PHCD) <Indira.Rajkumar-Futch@miamidade.gov>
Sent: Friday, June 28, 2019 10:27 AM
To: Willie <willie@great-waste.com>
Subject: RE: Quick Performance Overview "Great Waste and Recycling Services LLC." ISD-6938 2/22

Good morning Willie,

At your request, please see below:

Public Housing and Community Development (PHCD) has Great Waste and Recycling Services as one of our service providers for Garbage Collection. The Great Waste has provided services for PHCD over the past three (3) years. To date, PHCD hasn't had any Vendor Non-performances with Great Waste and has had a great working relationship. When requested of the vendor to add or remove containers, the vendor complies without hesitation.

PHCD looks forward to continuing our working relationship with Great Waste.

Regards,

Indira Rajkumar-Futch, PHCD Procurement Contracting Manager
Miami Dade Public Housing & Community Development
701 NW 1st Court, 16th Floor | Miami, FL 33136
PH: 786-469-4164 | FAX: 786-469-4151
Email: indi@miamidade.gov

"Delivering Excellence"
www.miamidade.gov

Great Waste and Recycling Services LLC.

MIAMI LAKES
Growing Beautifully

ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: ITB-2019-32

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. #1 Dated: 8/9/2019
Addendum No. #2 Dated: 8/9/2019
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

☐ No Addendum issued for this Solicitation

Firm's Name: GREAT WASTE AND RECYCLING SERVICES LLC.

Authorized Representative's Name: CARLO PIDDINONNA

Title: MGRM

Authorized Signature: _____

Great Waste and Recycling Services LLC.

CERTIFICATE OF AUTHORITY
(IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of GREAT WASTE AND RECYCLING SERVICES LLC., a corporation organized and existing under the laws of the State of FLORIDA, held on the 8 day of 06, 2011, a resolution was duly passed and adopted authorizing (Name) CARLO PICCINONNA as (Title) MGRM of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 9, day of August, 2019

Secretary: _____ Print: Carlo Piccinonna

CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Board of Directors of N/A, a partnership organized and existing under the laws of the State of _____, held on the ___day of _____, _____, a resolution was duly passed and adopted authorizing (Name)_____as (Title)_____ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____, day of _____, 20____.

Partner: _____ Print: _____

Great Waste and Recycling Services LLC.

CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)

I HEREBY CERTIFY that, I (Name)_____N/A_____, individually and doing business as (d/b/a)

_____(If Applicable) have executed and am bound by the terms of the

Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____

Print: _____

Great Waste and Recycling Services LLC.

NOTARIZATION

STATE OF Florida)

) SS:

COUNTY OF Miami - Dade)

The foregoing instrument was acknowledged before me this 01 day of August, 2019, by Carlo Racinonna, who is personally known to me or who has produced _____ as identification and who (☑ did / ☐ did not) take an oath.

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

Jennifer Melendez
PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

JENNIFER A MELENDEZ
MY COMMISSION # GG034417
EXPIRES September 28, 2020

Great Waste and Recycling Services LLC.

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

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

1. This sworn statement is submitted to the Town of Miami Lakes

by CARLO PICCINONNA, MGRM
[print individual's name and title]

for GREAT WASTE AND RECYCLING SERVICES LLC.
[print name of entity submitting sworn statement]

whose business address is

6710 MAIN STREET SUITE 237
MIAMI LAKES FLORIDA 33014

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-2479744

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: N/A)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEFORE ME, the undersigned authority, personally appeared Carlo Piccinonna to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Carlo Piccinonna executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 9 day of August, 2019.

My Commission Expires:

Notary Public State of Florida at Large

JENNIFER A MELENDEZ
MY COMMISSION # GG034417
EXPIRES September 28, 2020

Great Waste and Recycling Services LLC.

NON-COLLUSIVE AFFIDAVIT

State of FLORIDA }
} SS:
County of MIAMI DADE }

CARLO PICCINONNA being first duly sworn, deposes and says that:

a) He/she is the M.G.R.M, (Owner, Partner, Officer, Representative or Agent) of GREAT WASTE AND RECYCLING SERVICES LLC, the Bidder that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e) Price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By:

CARLO PICCINONNA
(Printed Name)

MGRM
(Title)

BEFORE ME, the undersigned authority, personally appeared Carlo Piccinonna to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Carlo Piccinonna executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 9 day of August, 2019.

My Commission Expires: 9/28/20

Notary Public State of Florida at Large

JENNIFER A MELENDEZ
MY COMMISSION # GG034417
EXPIRES September 28, 2020

Form NCA

Great Waste and Recycling Services LLC.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and GREAT WASTE AND RECYCLING SERVICES LLC. or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: MGRM

BEFORE ME, the undersigned authority, personally appeared Carlo Riccinonna to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Carlo Riccinonna executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 9 day of August, 2019

My Commission Expires: 9/28/20

_____
Notary Public State of Florida at Large

JENNIFER A MELENDEZ
MY COMMISSION # GG034417
EXPIRES September 28, 2020

Great Waste and Recycling Services LLC.

CONFLICT OF INTEREST AFFIDAVIT

State of FLORIDA }
} SS:
County of MIAMI-DADE

CARLO PICCINONNA being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of GREAT WASTE AND RECYCLING SERVICES LLC, the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____

CARLO PICCINONNA
(Printed Name)

MGRM
(Title)

BEFORE ME, the undersigned authority, personally appeared Carlo Piccinonna to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Carlo Piccinonna executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 9 day of August, 2019.

My Commission Expires:

Notary Public State of Florida at Large

JENNIFER A MELENDEZ
MY COMMISSION # GG034417
EXPIRES September 28, 2020

COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

(a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statues, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.

(c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: GREAT WASTE AND RECYCLING SERVICES LLC

Authorized representative (print): CARLO PICCININNA, MGRM

Authorized representative (signature): _____ Date: 8/9/19

Great Waste and Recycling Services LLC.

MIAMI LAKES

Growing Beautifully

PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: GREAT WASTE AND RECYCLING SERVICES LLC. Solicitation No.: ITB.2019-32

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

NONE

Last name First name Relationship

Last name First name Relationship

Last name First name Relationship

b) Any family relationships with any employee or elected representative of the Town.

NONE

Last name First name Relationship

Last name First name Relationship

Last name First name Relationship

Authorized Signature

08/09/19

Date:

CARLO PICCINONNA

Print Name

MGRM

Title:

Great Waste and Recycling Services LLC.

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

GREAT WASTE AND RECYCLING SERVICES LLC. 08/09/19

Company Name: Date

Authorized Signature:

CARLO PICCINONNA

Printed Name and Title

Great Waste and Recycling Services LLC.

E-VERIFY COMPLIANCE CERTIFICATION

In accordance with County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the Town upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

COMPANY: GREAT WASTE AND RECYCLING SERVICES LLC.

ADDRESS: 6710 MAIN STREET SUITE 237 MIAMI LAKES FLORIDA 33014

NAME: CARLO RICCINONNA TITLE: M.G.R.M.

E-MAIL: CARLO@GREAT-WASTE.COM PHONE: (954) 496-3540

SIGNATURE: DATE: 08/09/19

Great Waste and Recycling Services LLC.

MIAMI LAKES
Growing Beautifully

LEASED EMPLOYEE AFFIDAVIT

Solicitation Title: ITB No. 2019-32

Solicitation Number: Refuse and Recycling Services for Town Facilities

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the Town in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the Town with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any Town Work site.

I further agree to notify the Town if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: Southeast Personnel Leasing, Inc.

Workers' Compensation Carrier: Lion Insurance Company

A.M. Best Rating of Carrier: AMB#12616 A.M. Best Company Rated A (Excellent)

Inception Date of Leasing Arrangement: 9/12/2011

I further agree to notify the Town in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the Town that documents the change of carrier.

Name of Contractor: Great Waste and Recycling Services LLC.

Signature of Owner/Officer: _____

Title: MGRM Date: 08/09/19

Great Waste and Recycling Services LLC.

MIAMI LAKES
Growing Beautifully

List below the classification of trades or positions of the leased employees and the number per classification/position. Example: Construction Supervisor-1, Electrician-2, Carpenter Apprentice 1-2, Flag Man-1, etc.

Classification/Position	Number of Personnel
DRIVERS	25
HELPERS	4
MECHANICS	8

Great Waste and Recycling Services LLC.

POLITICAL ACTIVITY AFFIDAVIT

State of FLORIDA }
} SS:
County of MIAMI DADE }

CARLO PICCINONNA being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of GREAT WASTE AND RECYCLING SERVICES LLC. the Proposer(s) that has submitted the attached Proposal and certifies the following;

Proposer(s) certifies by submitting its Proposal that if selected to provide Work or Services on behalf of the Town of Miami Lakes ("Town") that the owner, employees or any representatives of the Proposer **will not** participate or be involved in any political activities related to the election of any individual running for a political office in the or advocate or express their personal opinions on any issues affecting the Town. The limitation on involvement in political activities in the Town includes but is not limited to:

- Campaigning on behalf of or against any candidate or slate of candidates seeking, or currently holding an elected office in the Town
- Expressing opinions, written or oral, about, in support of, or against any candidate, or slate of candidates seeking, or currently holding an elected office in the Town.
- Advocate or expound any personal opinions in favor of or against any issues affecting the Town.
- Contribute money, directly or indirectly, to any candidates or slate of candidates seeking, or currently holding an elected office in the Town.
- Seek, offer, or request political contributions for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Provide any direct, indirect, or in-kind goods or services to any candidate seeking or currently holding an elected office in Town. This includes any political action committees, independent groups or individuals supporting, or against any candidate or slate of candidates current an elected office holder.
- Organize, attend or participate in political fundraising functions, or other similar activities for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- May not directly or indirectly promote or seek donations or funding for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Organize, participate in, or attend political rallies, or meetings related to any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Use their authority or influence to participate or interfere with an election in the Town.
- Distribute campaign material on behalf of any candidates or slate of

candidates for an elected office in the Town.

- Circulate nominating or recall petitions for any candidate seeking or currently holding an elected office in the Town.
- Advocate to have any individual appointed to or removed from any Town Committee

Further, Proposer(s) recognizes that with respect to this solicitation, if any Proposer(s) violates or is a party to a violation of any of the requirements of this Affidavit that its contract with the Town may be terminated for default and that the Proposer(s) may be further disqualified from submitting any future bids or proposals for services to the Town. The terms "Proposer" as used herein, include any person or entity making a Proposal herein to the Town to provide services to Town.

Where the Proposer is comprised of a Team as defined in the RFP the Affidavit must be submitted for each company comprising the Team.

Signed, sealed and delivered in the presence of:

_____ By: _____

Witness

_____

Witness

CARLO PICCIONONNA

(Printed Name)

MGRM

(Title)

BEFORE ME, the undersigned authority, personally appeared Carlo Piccionnna to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Carlo Piccionna executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 9 day of August, 2019

My Commission Expires: 9/28/20.

_____

Notary Public State of Florida at Large

JENNIFER A MELENDEZ
MY COMMISSION # GG034417
EXPIRES September 28, 2020

MIAMI LAKES
Growing Beautifully

ITB 2019-32
Refuse and Recycling Services
Addendum #1
Due Date: 3:00 PM, August 15, 2019

This addendum is incorporated into and made a part of the Invitation to Bid ("ITB"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the ITB, which take precedence over the ITB documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications

1. This addendum is issued, in part, to provide the current vendor's most recent invoice to provide the current rates at which they are billing the Town, attached hereto and provided as a separate attachment.
2. The Bid Sheets from 2014-07 Refuse and Recycling Services for Town Facilities are attach hereto and provided as a separate attachment.
3. Section D2, Services Per Location, of the ITB, is hereby amended as follows:

Location	Address	Size of Dumpster	Quantity	Pulls per Week
Government Center	6601 Main Street	2 Cubic yards	2	2
Royal Oaks Park	16500 NW 87th Avenue	8 cubic yards 2 cubic yards	2 1	6
Miami Lakes Optimist Park	6411 NW 162nd Street	8 cubic yards	2	6
Miami Lakes Picnic Park West	15151 NW 82nd Avenue	8 cubic yards	2	5
Youth Center	6075 Miami Lakes Drive	8 cubic yards	2	2

4. Section E. Bid Form is hereby revoked and replaced with Section E. Bid Form 1, attached hereto and provided as a separate attachment.
5.

Questions:

1. Who is the current service provider?

   Response: The current service provider is Progressive Waste Solutions of FL, Inc.

2. Are the service days for recycling the same as the solid waste container?

   Response: Yes.

MIAMI LAKES
Growing Beautifully

Acknowledgement:

Carlo Piccionnna
Name of Signatory

MGRM
Title

08/09/19
Date

Signature

Great Waste and Recycling Services LLC
Name of Bidder

MIAMI LAKES
Growing Beautifully

ITB 2019-32
Refuse and Recycling Services
Addendum #2
Due Date: 3:00 PM, August 15, 2019

This addendum is incorporated into and made a part of the Invitation to Bid ("ITB"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the ITB, which take precedence over the ITB documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications

1. This addendum is issued, in part, to omit Section F. Attachments, Form CQQ – Company Qualifications Questionnaire, #14, of the ITB.

Questions:

1. Should a franchise fee be added to the total monthly amount on the Bid Form?

   Response: No.

Acknowledgement:

CARLO PICCIONNA
Name of Signatory

MGRM
Title

08/09/19
Date

Signature

GREAT WASTE AND RECYCLING SERVICES LLC.
Name of Bidder

About Us

Great Waste is a family owned and operated full service waste and recycling company, providing services to Miami-Dade and Broward Counties. The Principals of Great Waste have been servicing South Florida since 1977 and have over 150 years combined experience in the waste industry. Great Waste provides "Same Day Service" and you will always speak to a live member.

FACEBOOK.COM/GREATWASTESERVICE

INSTAGRAM.COM/GREAT_WASTE

@GREATWASTE

GREAT WASTE
Great Waste and Recycling Service LLC

Services

Roll Off Services

Over the past 6 years Great Waste has become the leading privately owned and operated hauler in South Florida, with over 150 combined years of experience and business in the tri-county area the principals and personnel of Great Waste will be able to handle all your needs. If you are looking for boutique service, quick turnaround process on containers as well as specialized service Great Waste is the company for you. Container sizes range from 10yd - 40yd

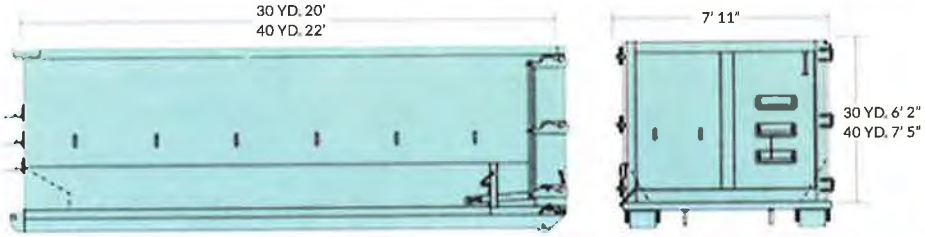
Commercial Services

Great Waste specializes in Commercial Waste Removal programs.
Whether a small office, Shopping Plaza, Restaurant, Gas Station or Office Condominium we can provide the most efficient and customized service.We will provide you with new equipment, monitor your waste service and spray containers to maintain their appearance. Containers sizes range from 1yd- 8yd

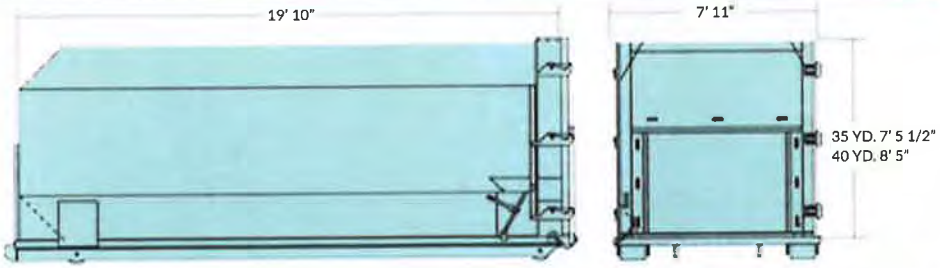
GREAT WASTE
Great Waste and Recycling Service LLC

Roll Off Containers

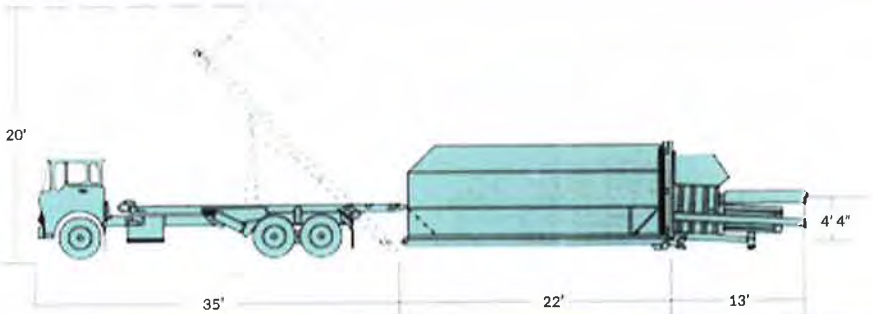
20 YARD OPEN TOP



30 & 40 YARD OPEN TOP



35 & 40 YARD COMPACTORS

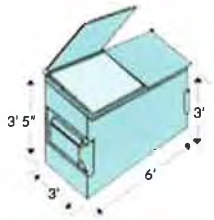


ROLL OFF VEHICLE CONFIGURATION

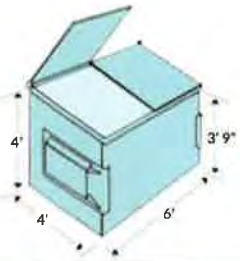
Note: Approximate specifications subject to change.

GREAT WASTE
Great Waste and Recycling Service LLC

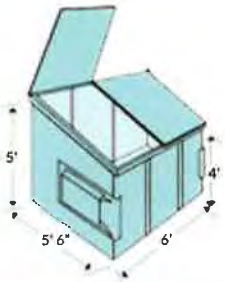
Commercial Containers



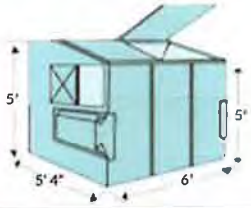
2 YARD



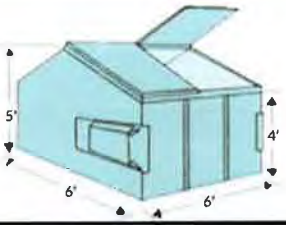
3 YARD



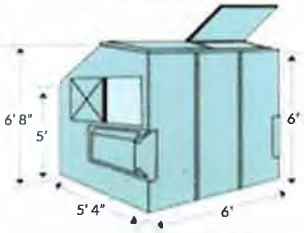
4 YARD



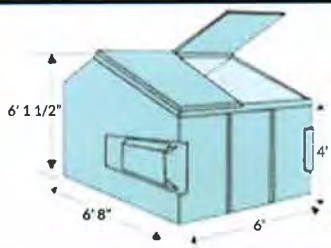
6 YARD



6 YARD SLANT



8 YARD



8 YARD SLANT

COLLECTION VEHICLE CONFIGURATION

Note: Approximate specifications subject to change.

GREAT WASTE
Great Waste and Recycling Service, LLC