

CITY OF WEST PARK

1965 South State Road7
West Park, FL 33023

COMMERCIAL SOLID WASTE & RECYCLING COLLECTION FRANCHISE APPLICATION



Adopted: March 20, 2013

Ordinance #: 2013-01

QUESTIONNAIRE

Applicant's Name: _____

Principal Office Address: _____

Official Representative: _____

Individual

Partnership (Circle One)

Corporation

If a Corporation, answer this:

When Incorporated: _____

In what State: _____

If a Foreign Corporation:

Date of Registration with
The Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President Name: _____

Vice-President Name: _____

Treasurer Name: _____

Member of Board of Directors: _____

Questionnaire (Continued)

If a Partnership, answer this:

Date of organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

<u>Name:</u>	<u>Address:</u>
_____	_____
_____	_____
_____	_____
_____	_____

*Designated general partners in a limited Partnership:

1. Number of years relevant experience in operating similar business: _____

2. Give names and locations of places at which applicant has operated similar business together with dated of operation:

<u>Type of Operation:</u>	<u>Name:</u>	<u>Location:</u>	<u>Dates:</u>
(a)	_____	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____
(e)	_____	_____	_____

Questionnaire (continued):

3. State in approximate terms the largest gross receipts applicant has realized from the operation of the businesses mentioned in Item # 2 in any one place in one (1) year.

\$ _____ Year: _____ Location: _____

4. Have any similar agreements held by applicant for solid waste and recycling collection ever been cancelled, revoked, or suspended?

Yes () No ()

If yes, give details on a separate sheet.

Special Condition:

If Applicant is a corporation, proof of incorporation and proof of that corporation's standing in the state of incorporation shall be submitted. If applicant is a foreign corporation, applicant shall submit information or material certifying that the applicant is qualified to do business in the State of Florida. If applicant is other than a corporation and is operating under a fictitious, name applicant is required to submit information that such fictitious name is registered under state law held by applicant.

5. List those City of West Park agencies with which the applicant has had contracts or agreements during the past three (3) years:

(a) _____

(b) _____

(c) _____

(d) _____

6. Has the applicant or any principals of the applicant organization failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a contract during the past five (5) years?

If yes, please explain: _____

Questionnaire (continued):

7. Has any surety or bonding company ever been required to perform upon the applicant's (or any of its principals) default?

If yes, attach statement naming the company, the date the amount of the bond and the circumstances surrounding said deficit performance.

8. Has the applicant or any of its principals even been declared bankrupt or reorganized under Chapter 11 or put into receivership.

If yes, give date, court jurisdiction, action taken and any other explanation deemed necessary.

9. References. Give three (3) references as to experience and ability:

1. _____

2. _____

3. _____

10. Person or persons interested in obtaining a Franchise _____ (have) _____ (have not) been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).

Explain any convictions:

Special Conditions: A full set of finger prints of the applicant, or any person whose name appears above, shall accompany this application.

11. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

Questionnaire (continued):

B. List all judgments from lawsuits in the last five (5) years:

12. Conflicts of Interest. The following relationships are disclosed as potential actual or perceived conflicts of interest in connection with this application:

The applicant understands that information contained in this Qualification Form is to be relied upon by the City in awarding a non-exclusive franchise and such information is warranted by the applicant to be true. The undersigned applicant agrees to furnish such additional information, prior to acceptance of any proposals relating to the qualifications of the applicant, as may be required by the City Manager.

The applicant further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the City of West Park. By submitting this questionnaire the applicant agrees to cooperate with tis investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

13, Operations

1. The type, number and complete description of all equipment to be used by the applicant for providing services under this Permit shall be provided in the space below or on an attached schedule(s):_____

-
2. The names of all customers served by the applicant, the addresses of each location served, and a schedule of the applicant's rates shall be provided below or on an attached schedule(s)_____
-
-

Questionnaire (continued):

Special Conditions:

Any changes in said equipment shall be subject of a written notice delivered to the Department within 3 working days from the date of such change.

- (a) All equipment utilized to collect and transport solid waste and recycle in the City must be conspicuously marked on both sides of the automotive unit with the name of the hauler, city permit number if a permitted hauler, vehicle number tare weight and cubic yard capacity. Identification information must also be marked on all trailer and container units. All markings must be in letters and numerals at least two (2) inches in height.
- (b) Prior to issuance and renewal of permit, each vehicle to be used in the applicant's business under the permit shall be presented to the Department for viewing and inspection of vehicle headlights, turn-indicator signals, flashers, horn, stop lights and the refuse bogy container seals. The City will provide an annual seal which will be displayed on the right rear of each inspected vehicle.
- (c) Each and every franchise shall pay, in addition to the initial application fee, an annual vehicle registration fee which shall be in the amount twenty-five (\$25.00) for each vehicle shown on the list required as a part of the application. The registration fee shall apply to renewal of registration as well.

3. The names of all customers served by the applicant, the addresser of each location served and a schedule of the applicant's rates shall be provided below or on an attached schedule(s): _____

Special Condition:

If applicant is issued a non-exclusive franchise, the City requires that franchise at least annually, but not more frequently than quarterly as determined by the Director, supply the following information on a form and in the manner prescribed by the Director.

Questionnaire (continued):

- (a) A listing, as of the reporting date, of the names and addresses of customers, the addresses of each location served and schedule of rate charged by the permittee.
- (b) A summary of the number of cubic yards of solid waste and recycling collected weekly based on schedule service, as of the reporting date, by United State Postal Service zone improvement plan code (zip code) or other geographic subdivisions of the City as determined by the Director.

4. State the name and address of the applicants insurance carrier(s): _____

State the name and address of local agent(s) of such carrier(s): _____

14. Environment:

- (1) For the duration of the contract , applicant shall confirm in writing, that the final disposal site for all waste collected from the City is:

WHEELABRATOR TECHNOLOGIES, INC.

Special Condition:

Applicant by the execution of this application affirms and states that applicant will use city approved disposals sites for disposing of all garbage and commercial solid waste and recycle material which applicant collects and removes.

General Conditions

Any non-exclusive franchise issued based upon the Application is subject to payment of all required fees and is subject to the following General Conditions as well as all Special Conditions as set forth in the foregoing section of this Application.

1. Limitation on hours of operation. Private waste collection operators licensed by the City shall services their accounts only between the hours of 7:00 A.M. and 11:00 P.M.

Questionnaire (continued):

2. No non-exclusive franchise for the collection of commercial solid waste and recycle issued under the provisions of this chapter may be assigned or transferred. In the event of any change in ownership and/or name of the corporation or partnership, formal notification shall be given to the department with in thirty (30) days thereof.

WITNESS:

Signature

Print Name

IF INDIVIDUAL:

Signature

Print Name

WITNESSES:

Signature

Print Name

IF PARTNERSHIP:

Signature

Print Name

WITNESSES:

Signature

Print Name

(Corporate Seal)

IF CORPORATION

Print Name of Corporation

Address

By: _____
President

Attest:

Secretary

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____

_____ as Principal, hereinafter called Contractor, and _____

As Surety hereinafter called Surety, are held and firmly bound unto the City of West Park, Florida as Oblige hereinafter called Owner, in the amount of _____ (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ entered into a Contract with Owner for:

Bid No. _____, _____

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall remain in full force and effect, subject, however, to do the following conditions:

Any suit under this bond must be instituted before the expiration of two (2) years from the date in which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

In WITNESS WHEREOF, the above bounded parties have caused the Bond to be executed by their appropriate officials of the _____ day of _____, _____.

WITNESS:

(Firm Name)

PRINCIPAL
(If sole Proprietor or Partnership)

By: _____

(Title: Sole Proprietor or Partner)
PRINCIPAL (If Corporation)

(Corporate Name)

By: _____
(President)

Attest: _____
(Secretary)

(CORPORATE SEAL)

COUNTERSIGNED BY
RESIDENT FLORIDA
AGENT OF SURETY:

SURETY:

(Copy of Agent's current License as
issued by State of Florida Insurance
Commissioner shall be attached hereto)

By: _____

Insurance Requirements

See Insurance Check List for applicability to this contract.

- A. The contractor shall be responsible for his work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project. He shall specifically and distinctly assume, and does assume, all risks of damage or injury to the property or persons used employed on or in connection with the work and of all damage injury to any person or property where ever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that all times the contractor is acting as an independent contractor.
- B. The contractor, at all times during the full duration of the work under this contract, including extra work in connection with this project shall meet the following requirements:
 1. Maintain Worker's Compensation and Employer's Liability Insurance to meet the statutory requirements of the State of Florida.
 2. Maintain Comprehensive General Liability Insurance in amounts prescribed by the City (see checklist for limits) to protect the contractor in the interest of the City against all risks of injury to persons (including death) or damage to the property wherever located resulting from any action or operation under the contract or in connections with the work. This policy is to provide coverage for premises/operations, independent contractor, broad form property damage, products/completed operation and contractual liability.
 3. Maintain Automobile Liability Insurance including Property Damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work.
 4. Maintain any additional coverage's required by the Risk Manager as indicated on the Insurance Check List.
 5. Name the City of West Park as an additional insured on all liability policies required by this contract. When naming the City of West Park as an additional insured onto your policies, the insurance companies hereby agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments. A copy of the endorsement(s) naming the City of West Park as an additional insured is required and must be submitted to the City's Administrator.

6. No change or cancellation in insurance shall be made without thirty (30) days written notice to the City of West Park City Administrator.
 7. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+VI or better per Best Key Rating Guide, latest edition.
 8. Original signed Certificates of Insurance, evidencing such coverage's and endorsements as required by herein, shall be filed with and approved by the City of West Park Risk Manager before work is started. Upon expiration of the required insurance, the franchise must submit updated certificates of insurance for as long a period as any work is still in progress.
 9. It is understood and agreed that all policies of insurance provided by the franchisee are primary coverage to any insurance or self-insurance the City of West Park possesses that may apply to a loss resulting from the work performed in this contract.
- C. The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement.

In addition to the coverage stated in the body of the policy, the policy shall indemnify and hold harmless the City of West Park, a municipal corporation, its officers, agents and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000.00 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000.00 for each occurrence per the insurance requirement under the specifications including cost of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission by the franchise, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole exclusive negligence of the City of West Park, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The franchisee will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of Hold Harmless Agreement to the insurance agent and carrier.

1. The franchisee will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of West Park under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.
- D. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City's Administrator.
 - E. The franchisee will secure and maintain policies of subcontractors. All policies shall be made available to the City upon demand. Compliance by the franchisee and all subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the contractor and all subcontractors of their liabilities and obligations under any section or Provisions of this contract. Franchisee shall be fully responsible to the City for the acts and omissions of the subcontractor and of persons employed by them as he is for acts and omissions of the persons directly employed by him.
 - F. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any franchisee fail to provide acceptable evidence of current insurance within several days of receipt of written notice at any time during the contract term, the City shall have the right to terminate the franchise.
 - G. If franchisee does not meet the insurance requirements of the specifications; alternate insurance coverage, satisfactory to the City Administrator, may be considered.
 - H. It is understood and agreed that the inclusion of more than one insured under these policies shall not restrict the coverage provided by these policies for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insured hereunder shall be considered members of public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair of such portions of the

premises insured hereunder as are not reserved for the exclusive use of the occupancy of the insured against whom claim is made or suit is filed.

Property Damage Liability arising out of the collapse of or structural injury to any building or structure due to:

- a. Excavation (including burrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work, or;
- b. Moving, shorting, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof.

Property Damage Liability for:

- a. Injury to or destruction of wires, conduits, pipes, mains, sewers to other similar property or any apparatus in connection therewith, below the surface of the ground arising from and during the use of mechanical equipment for the purpose of excavating or drilling, or
- b. Injury to or destruction of property at any time resulting therefrom. The term "street" includes alleys. In determining where a street or highway ends, all of the lane up to privately owned land shall be considered.

CERTIFICATION & SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. This sworn statement and certification is submitted to _____ by:

(Print Individual's Name & Title)

for _____

(Print Name of Proposer Submitting Sworn Statement)

whose business address is _____

and its Federal Employer Identification Number is _____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, 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 of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(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 any 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 let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ 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.

_____ 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. 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(ONE) 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.

STATE OF _____)
SS
COUNTY OF _____)

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 2013.

Witness my hand and official seal, at the County and State aforesaid, on the day and year aforesaid.

Notary Public
State of Florida-at-Large

My Commission Expires: _____