

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the TOWN of Lake Park, Florida (TOWN) is currently accepting applications from qualified and capable firms that are interested in operating roll-off collection services for a three year period beginning May 6, 2021 governed by the terms of Resolution No. 99-12-17. On Monday, March 15, 2021 application packages will be accessible at www.lakeparkflorida.gov or by contacting the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida, between 8:30 a.m. and 5:00 p.m., Monday through Friday. The Office of the Town Clerk will receive applications until **4:00 p.m. on Thursday April 15, 2021**. Applications received after this time will be rejected, receipt of application by any Town office other than the Clerk's Office, does not constitute "receipt" as required by this notice. For additional information please contact the Office of the Town Clerk at (561) 881-3311 or townclerk@lakeparkflorida.gov.

Vivian Mendez, MMC
Town Clerk

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the office of the Town Clerk at 561-881-3311.

Anyone wishing to appeal any decision made by the Lake Park Town Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

Posted: March 22, 2021

**Application to Provide Roll-Off Collection Services
in Incorporated Town Limits of Lake Park**

1. Application Date: _____
(Applications must be submitted no later than 4:00 p.m. on April 15, 2021)

2. Applicant/Business Name: _____

3. Corporate Office Address: _____

4. Palm Beach County Physical Address: _____

5. Mailing Address: _____

6. Phone Number: _____

7. Officers/Principals: _____

8. Contact for Town Franchise: (Name) _____
(Authorized Agent) (Address) _____
(Phone) _____

9. Business History: List every state and county in which the applicant has operated a solid waste collection and disposal business under a government franchise, permit or license, and the dates of such operation for the last three years:

10. Other References: (include name, address and phone number)

Reference 1: _____

Reference 2: _____

Terms and Conditions of Franchise:

1. All franchisees shall maintain an office where complaints can be received within the County.
2. All equipment utilized for commercial collection services in the Town must be conspicuously marked on both sides of the automotive unit with the name of the franchised 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 inches in height. In addition, all vehicles utilized in the provision of services within the Town must comply with federal and state department of transportation regulations pertaining to the operation of commercial vehicles. All drivers must be appropriately licensed.
3. The franchisee shall perform commercial collection services with as little disturbance as possible and shall return any container to the same place from which it was collected. ***NOTE: No commercial collection can be performed east of FEC Rail lines before 7:00 a.m. per Town ordinance.** Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way where the commercial collection services occur. During transportation, all waste shall be contained, tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the franchisee, the franchisee shall promptly clean up all spillage or litter at no cost to the town or its customer.
4. The franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of claims, demands, costs or judgments against the Town arising out of the wrongful acts or omission of the franchisee or its employees, in the performance of commercial collection services within the Town.
5. The Town reserves unto itself the power to revoke all franchises granted, to change or limit the rights granted, or to otherwise modify the franchises, in its sole discretion, by ordinance duly enacted by it.
6. Each franchisee shall obtain and maintain, at its own expense, all licenses and permits required by law or regulation to conduct commercial collection services.
7. The grant of a franchise does not relieve any corporation or company from complying with the requirements of F.S. Ch. 403, Department of Environmental Protection rules and regulations, OSHA rules and regulation, Department of Transportation rules and regulations, and all applicable federal, state and local laws.
8. The franchisee shall maintain, during the franchise term, general liability insurance and automobile liability insurance policies written in the franchisee's name which covers all exposures incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. The policy shall contain an endorsement requiring that the Town's Risk Manager be furnished with 30 days' notice by registered mail prior to cancellation or material changes in the policies. Certificates of insurance evidencing such insurance coverage shall be provided to the Public Works Director by franchisee prior to providing any franchise services.
9. Workers' compensation coverage must be maintained in accordance with statutory requirements.

