

Town of Redington Shores, Florida



Residential Single Family & Multi-Family Residential Complex's Solid Waste Collection Services (Garbage, Yard Trash, Recycling) Request for Proposal

The Town of Redington Shores, Florida ("Town") is seeking proposals for Residential Single Family & Multifamily Residential Commercial (Dumpsters) Solid Waste Collection and Disposal Services. Interested parties should review all materials, including the Scope of Services provided herein.

Date of Issue:

Proposal Due:
April 19, 2019

Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708

All responses must be date and time stamped in at the Town Clerk Office by 1:00 p.m. on April 19, 2019 to be considered responsive. Proposals received at the Town Clerk's Office after the date/time specified shall be returned unopened.

Section 1 - GENERAL TERMS AND CONDITIONS

Responses Due.

Sealed proposals will be received by the Town Clerk in Town Hall, 17425 Gulf Blvd., Redington Shores, FL 33708, **APRIL 19, 2019, by 1:00 p.m.** It is the bidder's responsibility to assure that their sealed proposal clearly marked RFP Solid Waste Collection Services. Any untimely proposal will not be accepted or considered regardless of the reason.

Preparation of Proposals.

Proposals shall be made on unaltered bid forms furnished by the Town, unless otherwise requested within the specifications. Fill in all blank spaces and submit one (1) original clearly marked on the outside of the envelope — ORIGINAL, and two (2) copies clearly marked on the bid and envelope as COPY, and one (1) electronic copy.

Proposals shall be signed in ink with the name of the bidder typed below the signature. Where the bidder is a corporation, limited partnership, limited liability company, or other entity other individual, proposals must be signed by an authorized representative of the entity in ink, in longhand (with the typed or printed name of the signer, as signed, below the signature) with the legal name of the entity followed by the name of the entity's state of incorporation or registration and the legal signature of an officer authorized to bind the entity to a contract. A bidder may be requested to present evidence of his, her, or its experience and qualifications and the entity's financial ability to carry out the terms of the contract.

Proposal Submittal.

Submit your response directly to the Town Clerk, in Town Hall, in an opaque, sealed envelope, Identify the envelope and clearly marked with the following information.

Proposal Solid Waste Collection Services Name of
Company/individual submitting proposal
List all addendums received by Proposal Company

Basis of Bids/Proposals.

The words "Bid" and "Proposal" shall be interpreted to have the same meaning for purposes of these specifications, terms and conditions. Bidder will include all cost items; failure to comply may be a cause for rejection. It is the intent of the Town to promote competitive bidding. It shall be the responsibility of the bidder to advise the Town Clerk of any language, requirements, etc. or any combination thereof, which the bidder feels may inadvertently restrict or limit the requirements stated in the specifications to a single vendor or manufacturer. Such notification must be made in writing at least ten (10) working days prior to opening date and time of the proposal.

Bid Surety.

Each proposal must be accompanied by the bidder's money order, cashier's check, certified check or bid security bond made payable to the Town of Redington Shores in the amount of 10% of the estimated annual contract amount. This amount will serve as bid surety (Bid Security) and will be forfeited to the Town as liquidated damages in the event an award is made, and the necessary contract documents and bonds are not promptly and properly executed as required. All bid surety monies submitted to the Town will be held until the awarded contractor has submitted the proper paperwork. When a contract satisfactory to the Town has been completed with a successful bidder, bid surety will be returned to the unsuccessful bidders. The terms "Bidder" and "Proposer" are synonymous as used herein. The term "Contractor" refers to the successful bidder/proposer.

Bonds: Performance Bond.

The successful bidder shall furnish and pay for bonds covering faithful performance of the contract and payment of all obligations arising hereunder by delivering to the Town a Performance Bond, naming Town as the beneficiary or obligee. The Performance Bond shall be furnished in the amount of \$600,000 (Six hundred thousand dollars). The Performance Bond shall be in such a form as the Town may prescribe and with a surety company acceptable to the Town.

The Performance Bond shall be provided by the successful bidder prior to the commencement of work under the terms and condition of the Contract. The bond must remain in effect for the entire contract period.

All bonds (Bid Security and /or Performance) are to be issued from a company licensed to sell or issue bonds in the State of Florida and with a rating of no less than "A" in the Best Key Rating Guide. The Town has the right, but not the obligation, to verify that these requirements are met. Failure or neglect to deliver said bonds as specified shall be considered as abandonment and/or anticipatory breach of the Contract. The option to submit a Letter of Credit in lieu of said bonds will be at the City's discretion. The Performance Bond must be effective from the beginning of the project until the Town has acknowledged satisfactory performance. Please be advised that the surety or sureties must agree to adjust the bonds to the contract price as it may be modified by approved change orders, and surety will be deemed to legally and conclusively waive notice of such change.

Bid Prices.

The bidder warrants by bidding that the prices, terms and conditions quoted in this bid will be firm for a period of ninety (90) days from the date of the bid opening unless otherwise specified by the bidder and shall not be amended after the date of time of the bid opening. Any attempt by the successful bidder to amend said bid prices except as otherwise provided herein shall constitute an actionable default.

Amount's specified herein are for fixed price work or products, including all prices for equipment, labor and materials required to perform the work or deliver the product(s) specified herein as of date of contract commencement. The bidder, having familiarized itself with the local conditions, and terms and conditions listed herein, proposes to furnish all labor, materials, equipment and other items, facilities and services, without exception, for the proper execution and completion of the Contract, and if awarded the Contract, to complete the required work or deliver the required product(s) as specified within the bid/proposal package set forth by the Town of Redington Shores.

Contract Terms.

Unless otherwise agreed in a written document approved and signed by the Town, work on this Contract shall commence on October 1, 2019, and shall be in effect for five (5) years following this start date (the initial Contract term shall conclude on September 30, 2025). The Contract may also automatically be renewed for an additional five (5) year period unless either party shall give written notice of non-renewal at least one hundred and twenty (120) days prior to the end of a term.

Payment.

Effective October 1, 2019, in consideration for all services rendered by the Contractor hereunder, the Town shall pay the Contractor their determined/bid annual fee, with payment to be made in equal monthly installments on or before the tenth day of each month following the provision of services in accordance with the terms and conditions of this contract.

Taxes.

The Town of Redington Shores is exempt from Federal taxes, as well as State sales tax (Tax exemption number 85-8012646342C-3).

Mistakes.

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all other instructions provided herein. Failure to do so will be at the Bidder's risk and the Town may reject bids for any mistakes by the Bidder that the Town deems substantial, in its sole discretion. Furthermore, the Town is not obligated to give the successful Bidder extra payment for conditions which can be determined by examining the documents submitted by Bidder in response to this Request for Proposal.

Contract Award.

The Town reserves the right to cancel the bid; reject any or all bids; waive any minor informalities or technicalities in the bids received as may be deemed in the best interest of the Town in the Town's sole discretion; and to award the contract to the responsible bidder who submits a bid meeting the specifications in a way deemed most advantageous to the Town in the Town's sole discretion. The Town further reserves the right to consider matters such as, but not limited to, evaluation criteria, quality, offered terms, and service and reputation of the bidder in determining the most advantageous bid.

Modifications and Withdrawals.

Bids and/or proposals cannot be modified after being submitted to the Town. The Bidder may withdraw bids and/or proposals at any time before the public opening of the sealed bids and/or proposals. However, no bid may be withdrawn or modified after the bid/proposal public opening for any reason, unless specifically permitted by Florida Law.

Disqualifications.

The Town of Redington Shores reserves the right to disqualify bids and/or proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the bidder, (See Non- Collusion Affidavit Form). Bidder shall warrant that no one was paid or promised a fee, commission, gift or any other consideration contingent upon receipt of an award for the services of product(s) and/or supplies specified herein.

Public Entity Crimes.

A person or affiliate who has been placed on the convicted bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to any public entity, may not submit a bid on a contract with any public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to any public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in S 287.017, Florida Statutes, for Category Two (\$35,000.00), for a period of 36 months from the date of being placed on the convicted bidder list.

In submitting a bid to the Town of Redington Shores, the Bidder offers and agrees that if the bid/proposal is acceptable, the bidder will convey, sell, assign or transfer to the Town of Redington Shores all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the commodities or services purchased or

acquired by the Town of Redington Shores. At the Town of Redington Shores discretion, such assignment shall be made and become effective at the time the Town tender's final payment to bidder.

Certificate of Insurance.

The successful bidder and any subcontractor of the bidder shall require their insurance carrier, with respect to all insurance policies, to waive all right of subrogation against the Town. The successful bidder shall submit certificates or other documentation to the Town with the signed agreement, attesting to insurance coverage for Worker's Compensation Insurance (as required by the Florida Statutes), Public Liability, Property Damage Insurance in the amount of \$1,000,000.00, Auto insurance Bodily Injury in the amount of \$300,000 and Property Damage Single limit each occurrence and other requirements, as summarized on and in the amounts specified on the attached Summation of Insurance Requirements. The Town shall be named as an "additional insured" on each policy of insurance, except workers compensation insurance, as reflected in a Certificate of Insurance.

Termination Cancellation of Contract.

Termination or cancellation of the contract by the Town will not relieve the bidder of any obligation for any deliverables entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received). Termination or cancellation of the Contract will not relieve the bidder from any obligations or liabilities resulting from any acts or omissions by the bidder, its employees, agents, independent contractors or individuals acting under the bidder's direction and control prior to the termination of the contract.

Termination for Default/Breach of Contract.

It shall be the duty of the Town Commission to observe closely the Solid Waste Collection, disposal and salvage operations and Contractor shall be deemed to be in default of the Contract, if, in the opinion of the Town Commission, any of the following events occur:

The Contractor takes the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking re-adjustment of its indebtedness under the federal United States, or any state thereof, or consent to the appointment or a receiver trustee, or liquidator of all or substantially all its property; or,

By order or decree of a court, the Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the Stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law of statute of the United States or of any state thereof; provided that, if any such judgement is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,

By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or government bond, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all (or substantially all) of the property of the Contractor and such possession or control shall continue in effect for a period of sixty (60) days; or,

The Contractor shall voluntarily abandon, desert, or discontinue its operation hereunder granted; or,

If any lien is filed against the Town or third parties because of any omission of the Contractor and is not removed or the Town adequately secured, by bond or otherwise, within ninety (90) days after the Contractor has received written notice thereof; or,

The Contractor has abandoned, failed or refused to perform or observe each provision in this Contract, or has failed or refused to comply with the instructions of the Town Commission relative thereto; then such shall be considered a material breach of the Contract and the Town Commission shall notify the Contractor in writing of the breach. A copy of such written notice is to be mailed to the surety on the performance bond. If within a period of seven (7) days from the days of the notice the Contractor has not eliminated the conditions considered to be a breach of contract, the Town Commission shall so notify the Town and a public hearing shall be set for a date within fifteen (15) days of such notice. The Town Commission shall concurrently notify the Contractor and the surety of the date and place of the public hearing at which the Contractor shall be required to show cause why the Contractor has not breached the terms of the Contract. Should the Contractor fail to appear at the hearing or fail to show cause why it has not breached the terms of the Contract, to the satisfaction of the Town, the Town shall declare a default on the Contract and notify the Contractor and the surety on the performance bond of such a declaration of default, or authorize the Town Clerk to take such other action.

If, however, the Contractor or his surety fails to cure such default within two (2) days after the final decision, then the Town may thereupon declare the contract cancelled, Upon such a declaration of default, all payments due the Contractor shall be retained by the Town and applied to the completion of this Contract and to damages suffered and expenses incurred by the Town by reason of such default, unless the surety on the performance bond shall assume this Contract, in which event all payments remaining due to the Contractor at the time of default, less amount due the Town from the Contractor and less all sums due the Town for damages suffered and expense incurred by reason of such default, shall be due and payable to such surety. Thereafter, such surety shall receive monthly payments equal to this that would have been paid to the Contractor had said Contractor continued to perform the Contract. If such surety fails to exercise such option, the Town may complete this Contract or any part thereof, either by day labor or by releasing the Contract, and to procure other vehicles of the same and to charge the cost of the same to the Contractor, together with the cost's incident thereto.

In the event the Town completes a Contract at a lesser cost than would have been payable to the Contractor under the Contract if the same had been fulfilled by said Contractor, then the Town shall retain such difference. Should such cost to the Town be greater, the Contractor shall be liable for and pay the amount for such excess to the Town. Any transfer or assignment of the responsibilities of the Contractor by the surety must be approved by the Town. The Contractor shall be excused from performance in cases of war, insurrection, riot, acts of God, or other causes beyond the Contractor's control. A strike shall be considered within the control of the Contractor. During such period, the liability of the Town to the Contractor for loss or damage to such equipment so used shall be that of a bailee for hire, ordinary wear and tear being specifically except from such liability provided, however, if the Contractor is unable for any reason to resume performance at the end of thirty (30) calendar days, the Town shall be free to negotiate with other contractors for the operation of said Collection services and to terminate this Contract. Such operation with another contractor shall not release the Contractor herein of its liability to the Town for such breach of the Contract.

Except as otherwise provided in the Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the Town Commission who shall reduce the decision in writing and furnish a copy thereof to the parties, Relating to any dispute proceeding under this clause the party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The Town Commission shall make such explanation as may be necessary to complete, explain or make definite the provision of the Contract and the findings and conclusions shall be final and binding on both parties. Pending

the final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract in accordance with the preliminary directions of the Town Commission.

In the event of a default as described herein, the Contractor shall be liable to Town for all damages including, but not limited to, reasonable attorneys' fees and court costs. Repeated failure to perform as required by the Contract or repetitive default of similar nature shall be grounds for the Town to terminate the Contract. Town may, notwithstanding any other provisions of the Contract, elect to proceed with any legal remedy available to it under the provision of applicable laws in the event of a breach of contract.

Prohibitions.

The bidder, its officers, directors, employees, servants, agents, and/or any individuals acting under its supervision, direction, and/or control, or for which the bidder is legally responsible, are prohibited from unlawful drug or alcohol possession and use, including medical marijuana as that term is defined in Florida Statutes, and the use, consumption, manufacture, or dispensation of any controlled substances under state or federal law while performing work, preparing to perform work, and traveling to or from work of any kind under the Contract. The Contractor shall be solely and fully responsible for any claims, damages, loss, delays, costs or expenses of any kind or nature, including attorneys' fees and costs, caused in whole or in part by any violation of this provision. See attached Drug Free Workplace Form.

Indemnification.

The successful bidder hereby agrees to indemnify and hold harmless the Town of Redington Shores, its officers, directors, representatives, employees, agents, servants and anyone acting under its supervision, direction and/or control, from and against any and all claims infringement of any United States Patent, registered trademark, trademark and all other claims, damages, loss, delays, costs or expenses of any kind or nature, including attorneys' fees and costs arising out of the Contract or resulting from the performance of the work, furnishing of services and/or furnishing of material, goods, or equipment (included but not limited to claims regarding defect in materials goods or equipment) and caused in whole or in part by the negligence, breach of contract, default, act or omission of the successful bidder, its officers, directors, employees, servants, agents, subcontractors, and/or any individuals acting under its supervision, direction, and/or control, in its behalf, or for which the successful bidder is legally responsible, in connection with, arising out of, and/or incident to the Contract or the performance of the work. The successful bidder shall also indemnify and hold harmless the Town of Redington Shores from and against all claims against the Town, its officers, directors, representatives, employees, agents, servants and anyone acting under its supervision, direction and/or control, by any employee, agent, or servant of the successful bidder or of any subcontractor. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

Accidents & Claims.

The successful bidder shall be held responsible for all accidents and shall indemnify, hold harmless, and protect the Town from all suits, claims and actions brought against the Town or its officials, representatives, agents, officers, and employees and all costs, damages, or liabilities to which the Town or its officials, representatives, agents, officers, and employees may be put or exposed, for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work.

Laws & Regulations.

The successful bidder at all times shall be familiar with and observe and comply with all Federal, State, County, and Municipal laws, codes, ordinances, rules and regulations which in any manner may apply and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work, and

shall indemnify and save harmless the Town of Redington Shores against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees by the successful bidder, its officers, directors, employees, servants, agents, and/or any individuals acting under its supervision, direction, and/or control, in its behalf, or for which the successful bidder is legally responsible .

Venue.

In any action arising under or incident to the Contract and/or performance of the work thereunder, the exclusive venue for any such action shall be the state or federal courts in and for Pinellas County, Florida.

Public Records.

All writings, questions, and/or responses, including any literature or handouts at presentations concerning this RFP constitute Public Records under Chapter 119, Florida Statutes. The tender of a submission authorizes release of all the company's information as submitted. The successful bidder and any subcontractor of the bidder shall maintain public records required by the TOWN to perform the service.

Upon request from the Town's custodian of public records, the successful bidder shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided bylaw. The successful bidder shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if successful bidder does not transfer the records to the Town.

Proprietary Information.

As Requests for Proposals and Invitations for Bids, and responses thereto are subject to Florida's Public Records Act, Chapter 119, Florida Statutes, and Article 1, S 24(a), of the Florida Constitution, all bidders shall identify with particularity any information contained in their responses which they consider trade secrets, confidential, and/or proprietary, and which they believe to be exempt from disclosure, specifically citing all the applicable exemptions under Florida or Federal law.

Communications.

Except for at the Pre-Proposal Conference, which will be an open meeting, to ensure fair consideration for all prospective bidders throughout the duration of the formal solicitation process, the Town of Redington Shores prohibits communication, whether direct or indirect, regarding the subject matter of the bid or the specifications by any means whatsoever (whether oral or written), with any Town employee, elected official, or representative of the Town of Redington Shores, from the issuance of the specification until the Council makes the award. Communications initiated by a bidder may be grounds for disqualifying the offending firm from consideration for award of the bid or any future bid. In addition to Pre-Proposal Conference, the only other exception to the foregoing rule is that any questions relative to interpretation of specifications or the bid process shall be addressed to the Town Clerk, in writing, via email (townclerk@townofredingtonshores). No questions will be answered in ten (10) or fewer business days from the date and time of the public opening.

Section 2- BID SUBMISSION REQUIREMENTS

Proposal Format:

Bidders must respond in the format delineated below:

All bids and/or proposals, responses, and copies thereof, shall be submitted on 8.5 by 11-inch paper.

As set forth below, each subject matter described requires an individual index tab in the response package indicating that the requested information is provided behind its specific tab. Any other information pertinent to the headings as described herein may be added to the end of each section. Index all items within the section on the tab sheet or on the very next sheet. If further materials are necessary to complete the response and are not provided for under any of the heading listed below, please add an additional tab.

TAB 1 FORM A – Organization Information, Questionnaire
FORM B – Fee Proposal, place the bid tabulation sheet for Residential Garbage (single-family cans & multi-family dumpsters), Yard Waste, and Recycling & Town Hall.

TAB 2 FORM C – References

TAB 3 FORM D – Addendum Acknowledgement
FORM E – Non-Collusion Affidavit of Prime Respondent
FORM F – Drug Free Workplace
FORM G – Signature Sheet

Section 3 - EVALUATION CRITERIA

The following criteria will be used to determine the most responsible, responsive bidder. Incomplete proposals will not be accepted. A Contract, if awarded, will be awarded to the Bidder that Town Commission determines can best meet the Town's needs. Lowest price will not necessarily guarantee award.

Evaluation Criteria & Weighting

Weighting	Criteria
	1, Initial Bid Pricing: Total projected annual cost, as developed from the unit pricing submitted in each bidder's response
	2. Year-to —Year Price Protection: The degree to which the proposed costs adjustment factors are determined by Town staff to protect the Town in terms of the magnitude of future costs.
	3. Relevant Experience: Town staff evaluation of the Bidder's previous work experience and quality of service with contracts involving comparable services and responsibilities.
15%	4. Recycling Capability: Staff evaluation of the Bidder's proposed methodology for Residential and Commercial recycling services, to include the comprehensiveness of the methodology, the related costs and the degree to which the Proposer's approach to recycling is determined by Town staff to maximize overall participation in the recycling program.

5%	5. Thoroughness of Proposer's RFP Response: Staffs evaluation of the completeness, accuracy, and overall presentation of the Bidder's written proposal.
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Scoring Methodology.

All proposals will be evaluated by Town staff. For each proposal, each participating staff member will evaluate each criteria item and assign points on the following scale:

- Excellent 7 points
- Good 5 points
- Acceptable 3 points
- Unacceptable 0 points

The weight of each criteria item will then be applied against the total points assigned by each participating staff member to develop a weighted score for that criteria item as it pertains to that proposal. The weighted score for all criteria items will then be added for a total score for each proposal, as illustrated below:

(For Illustrative Purposes Only)

<u>Criteria</u>	<u>Rater 1</u>	<u>Rater 2</u>	<u>Total</u>	<u>Weight</u>	<u>Weighted Score</u>
1	5	7	12	.30	3.6
2	7	5	12	.20	2.4
3	5	3	8	.35	2.8
4	5	7	12	.10	1.2
5	7	3	10	.05	<u>0.5</u>
Total Score					10.5

Every proposal as submitted by each Bidder and the final scores as determined by Staff will then be submitted to the Town Commission for review. Town Commission will review every proposal and may invite Bidders to make presentations before award of the contract.

Section 4 - BIDDER'S QUESTIONNAIRE FORM

The Questionnaire asks for information concerning the bidder's organization, experience in services similar to those described in the RFP Specifications, and information relating to the equipment, personnel and operating plan the Bidder proposes to use to provide the relevant services. If a partnership, firm, corporation or other entity owns a controlling interest in the Bidder, responses to each questionnaire must be submitted for both the Bidder and the parent entity. For purposes of this paragraph, "controlling interest" shall mean ownership of ten percent (10%) or more of the beneficial ownership of Bidder. Information submitted in response to this Questionnaire will be considered binding on the successful Bidder and any substitutions or deviations are subject to approval by the Town of Redington Shores.

Manner of Preparing and Filling in Forms.

Unless indicated otherwise, the Bidder shall include information for only the specific single business organization or entity which is submitting a Proposal for the Work described in the Contract and which would be the signatory on the Contract for services. Prior to responding, Bidders are required to familiarize themselves with the current residential routes and Town Hall.

All answers and entries shall be specific and complete in detail. The Town of Redington Shores reserves the right to make independent inquiries concerning the information provided herein, to conduct any additional investigation necessary to determine the Bidder's qualifications, and to require the Bidder to supply additional information.

Use of Attachments.

Schedules, resumes, diagrams, and other forms of information may be used as attachments to the prescribed forms, provided that the information contained therein specifically includes the information required by this form and provided that the Bidder clearly references the attachments on this form. The purpose of the forms and any attachments is to supply information about the Bidder to the Town of Redington Shores, so that the Town may determine the Bidder's qualifications to perform the work.

Overview.

This Request for Proposal seeks to secure firm pricing of solid waste, yard waste, and recyclable material collection services, for all Town of Redington Shores residential customers, and the Town of Redington Shores' Town Hall.

Intent - RESIDENTIAL:

It is the intent and purpose of this Contract to assure the efficient, safe, and cost-competitive operation of an exclusive Solid Waste Collection service for all residents within the Town of Redington Shores, and Town Hall.

Definitions

(a) "Town Contact Person or Designated Town Representative" shall mean Community Services, Administrator or any other officer or employee of the Town designated by the Town Clerk to perform the duties described herein and serves as the liaison between the Town and the Contractor.

(b) "Collection Day" for single-family properties and multifamily properties receiving can service shall mean Monday and Thursday of each week or such other days as are approved by the Town. Collection for multifamily dumpsters will be provided on Tuesday and Friday, at a minimum. Recycling collection for all properties located within the Town will occur on Wednesday.

(c)"Collection and Disposal Services" shall mean all services performed by the Contractor in connection with Single-Family Collection, Multi-Family Collection, Dumpster Collection, Yard Waste Collection, Special Collections, and Recycling Collection.

(d)"Container" shall mean conventional garbage cans, garbage bags, trash or similar receptacles or cartons weighing not more than 60 pounds each when full but shall not include dumpsters.

(e)"Contractor Contact Person" shall mean an employee designated by the Contractor with whom the Town may contact in order to resolve any collection problems or disputes.

(f)"Dumpster Collection" shall mean pick up and disposal of Garbage and Trash in dumpsters located at town-owned properties and at multi-family residential complexes or other commercial complexes within the Town.

(g)"Garbage" shall mean refuse, tin cans, glass, paper, cardboard, boxes, bottles plastic containers, small appliances, vegetable matter, fruit waste, meat, fish and fowl waste, and other waste products commonly disposed of by an average household stemming from personal consumption items used by an average household.

(h)"Multi-Family Collection" shall mean pick-up and return of individual Containers and dumpsters, and disposal of the Garbage, and Trash contained therein, at multi-family residential complexes within the Town, which Containers have been placed in a centralized location on the premises of each complex by the residents.

(i)"Recycling Collection" shall mean pick up and disposal of recyclable materials in individual containers with lids provided by the Contractor. Single-family recycling collection will be made at curbside in the containers provided to residents by the Contractor. Multi-family recycling collections will be made at a centralized location on the customers property in wheeled carts provided by the contractor. The return of such containers to their collection point is included in the definition of recycling collection services.

(j)"Single-Family Collection" shall mean pick up and disposal of Garbage, Trash and recyclables from single-family residences within the Town.

(k)"Trash" shall mean any refuse, other than Garbage or putrescible material including yard waste such as lawn cuttings, yard cuttings, branches, stumps, and leaves. Lawn cuttings, leaves, and small items must be placed in Containers to constitute "Trash." All other discarded items must be placed in piles at the curbside of the residence to constitute "Trash" for pick up. Branches or trees constitute "Trash" only if placed at curbside. The term "Trash" does not include earth, wallpaper, roofing material, plaster, concrete, or other substances or construction materials, which may accumulate as a result of repairs to land or buildings or as an initial clearing of lots, or as a result of construction or demolition operations.

(l)"Special Pick Up" shall mean those wastes requiring extraordinary management due to its nature, bulk, size, weight, configuration, or amount, and include, but are not limited to such items as white goods, used tires, tree stumps (exceeding 60 pounds), bedding, furniture (i.e. sofas, chairs), and other solid waste items that are too bulky or hard to collect. See attached list of fees for Special Pick Ups. Special Pick Up does not include yard waste.

(m) "White Goods" shall mean discarded refrigerators, ranges, washers, water heaters, and other similar domestic and commercial appliances, Appliances such as microwaves, toasters, vacuum cleaners and similar small household appliances shall not be considered White Goods and do not require Special Pickup for collection.

(n)"Yard Waste" shall mean debris from pruning, maintaining or processing of plant material, such as lawn clippings, leaves, tree limbs, shrubs, etc. Yard waste acceptable for collection as part of normal collections (no assessment of additional fees) is limited to a maximum of six inches in diameter, four feet in length, and sixty pounds in weight per individual segment or piece. There shall be no limit in the quantity of yard waste collected by the Contractor so long as it meets with the segment weight, length, and containerization (if appropriate) requirements. The Contractor shall be responsible to remove yard waste generated from landscaping on the property in Redington Shores (outside contractor or resident).

Section 5 - SCOPE OF CONTRACTOR'S WORK

A. Services

1. The Contractor agrees to perform all services specified in this agreement between the hours of 7:00 a.m. and 5:00 p.m. Single-family collections and multifamily collections for properties using containers rather than dumpsters will take place on Mondays and Thursdays. Multifamily dumpsters will take place town wide on days to be determined. The dumpster service at Town properties will take place four days per week Mondays, Tuesdays, Thursdays, and Fridays. Recycling collection will take place town wide on Wednesday. If the Contractor wishes to modify the collection schedule, Contractor shall submit its proposed schedule change to the Town for consideration, no less than sixty (60) days prior to any proposed schedule change. Emergency related requests shall be exempt from this 60-day requirement. Any request for a schedule change, either on a temporary or permanent basis, shall be within the exclusive jurisdiction and approval/disapproval of the Town Commission. If approved, the Contractor shall communicate with each town resident, at the Contractor's expense, at least one week before beginning implementation of a temporary or permanent schedule change. This communication may be in the form of printed material either mailed or left at the property's main entrance, phone calls, or other method assuring that each property has been properly notified. All services shall be performed in accordance with applicable federal and state law rules regulations, and ordinances of the Town and County, as amended from time to time. All Garbage and Trash complying with the requirements of this Agreement shall be collected at every living unit in the Town on each collection day whether placed for pick up at either curbside (alongside street), side of residence, or rear. The Contractor agrees to establish a clearly visible system to identify the location for pick up at each residence in the Town (i.e. curbside, side of residence, garage front, etc.). Trash not required to be placed in Containers shall be picked up and removed along with garbage on each Collection Day at each residence or other location. All services shall be performed in an efficient, competent, workman like manner to the reasonable satisfaction of the Town Commission.

All recycling containers with lids (Bins) shall be supplied by the contractor.

Standards of Service

There shall be no limit on the amount of Garbage, Trash and Yard Waste collected provided it is properly containerized and within the limits for length and weight. Garbage, Trash and Yard Waste containing extraordinary hazards to the collection crew will not be collected. No additional fee shall be charged for special pickup. Non-conforming Yard Waste will be tagged by the Contractor with instructions on how to conform waste to weight, size and content, for removal on the next collection day.

Branches and palm fronds need not be bundled however, grass clippings, leaves and other similar materials shall be placed in containers or bagged for collection. All Yard Waste shall be placed at curbside for collection. The contractor shall return the container(s) to area where pick-up occurred. If at the curb the containers must be out of the way of pedestrian or vehicular traffic, upright with lids placed on or nearby the container after being emptied. For residents with disabilities, illness or other limiting conditions, placement and pickup of garbage at the rear door, side door or other approved location approval by the Town and Contractor is required. In all cases a clear pathway must be maintained leading to all materials to be collected. The Contractor shall not be required to collect materials behind a locked fence or other obstructions which materially reduce productivity or create a safety concern. (Supporting documentation may be required by the Town Clerk to receive collection service at rear door, side door, or other approved location.)

It is the responsibility of the resident to remove Freon and other regulated substances (gases, liquids, solids) from White Goods by a properly licensed technician prior to the collection of the appliance.

Each single-family residence will be provided with up to two recycling containers with lids. Multifamily, commercial and the Town Hall facility will be provided with cart style recycling containers of a consistent appearance and style.

These recycling containers shall be adequately sized to meet the storage demands necessary to neatly contain all materials deposited into them.

Under no circumstances shall the contractor or his employees solicit or collect "tips" or other gratuities for the collection of any solid waste, except for gifts freely offered by customers as a holiday gift during the month of December.

Extraordinary Services

The parties recognize that residents of the Town may occasionally request the Contractor to pick up and remove refuse or debris that does not constitute Garbage or Trash (such as, for example, building materials at a construction or renovation site). Any such services shall be performed at the sole discretion of the Contractor and payment for such services shall be the sole obligation of the person requesting them and not the Town. Residents shall not be obligated to utilize the Contractor for the removal of such refuse or debris. The Contractor shall have the right, for the term of this Agreement, to pick up and remove all trash, earth, construction debris, and other similar debris that is required by the Town to be removed in roll off dumpsters, at a price and upon terms to be determined by the Contractor and the person requesting such pick up and removal. Except for discussions and negotiations between the Contractor and residents or other persons requesting services of a type contemplated by this paragraph, the Contractor agrees that all communications relating to its services here under shall be with the Town Contact Person and not with individual residents, building contractors, or other persons.

Municipal Facilities

Collection and disposal service shall include solid waste, yard waste, and recyclable pickup at Town property. Any yard waste located in Town-owned parks will be picked up as needed. Roll-offs will be provided on an as needed basis. No charge shall be made to the Town for this service. Annual Town-wide spring clean-up with curbside and 2 dumpsters will be provided at no charge.

Emergency Services

If the Town declares a state of emergency because of a natural or man-made disaster, the Town Clerk or Town Commission may authorize a variance from established schedules and routes set forth in this Agreement. When the state of emergency has been terminated, the Contractor shall resume normal operations unless otherwise mutually agreed upon by the Contractor and the Town. In the event the nature of the emergency requires extra services to be performed by the Contractor, the Town Clerk and the Contractor shall meet to determine the scope of services needed and costs for additional personnel, equipment, overtime costs and other direct costs to provide expanded services to the Town. Nothing herein, however, shall prohibit the Town from seeking bids from and entering into an agreement with other contractors for removing trash, garbage, waste or debris created by the emergency. The Town has an independent disaster debris removal contract in place. The Contractor shall not be responsible for nor have an obligation to collect, transport or dispose of debris or other waste material from a hurricane, severe storm or other natural or man-made disaster.

Force Majeure

The performance of this Agreement may be suspended, and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a force majeure occurrence. "Force Majeure" shall mean:

- a. An act of God, including hurricanes, tornadoes, landslide, earthquakes, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, war, blockade or insurrection, riot, or civil disturbance;
- b. The failure by appropriate governmental authority to issue, suspension, termination, interruption, denial, or failure of renewal of any permit or approval essential to the operation of the Contractor;
- c. The failure of any appropriate federal, state, county, or local public agency or similar entity having operational jurisdiction in the area in which the disposal facility and Contractor's facility is located, to provide and maintain utilities, services, water and sewer lines, transportation or similar function and power transmission lines which are required for and essential to the operation of the Landfill;
- d. The condemnation, taking, seizure, involuntary conversion, or requisition of title to or use of the designated facility or any material portion or part thereof taken by the action of any federal, State or local governmental agency or authorities.

As a condition precedent to the right to claim excuse of performance, the party experiencing a Force Majeure event shall:

Promptly notify the other party verbally; and

As soon as practical, but in no event more than ten (10) day. As soon as practical, but in no event more than (10) days thereafter, prepare and deliver to the other party a written notice with a written description of (1) the commencement of the Force Majeure event, (2) its estimated duration impact on the party's obligations, under this Agreement.

Whenever a Force Majeure event shall occur, the parties shall, as quickly as possible, to the extent reasonable, eliminate the cause and resume performance under this Agreement. Additionally, either party shall provide prompt Notice to the other of the cessation of a Force Majeure event.

Non-Conforming Garbage or Trash

If garbage, yard waste or trash left to collection does not conform to the specifications provided in this Contract, the Contractor shall on Collection Day: (a) post a 3-part hang-tag with one copy left for the resident, another to be delivered to Town Hall, and another retained by the Contractor on the day that the collection was not made. This hang-tag shall be left at the main door of the residential unit describing the nonconformity and what action is necessary to have this garbage or trash collected. Hang-tag shall be delivered to the Town Clerk on the day collection is not made as part of the daily reporting by the Contractor to the Town Clerk. Photographs may be requested by the Town Clerk.

Daily Reports Annual Reports and the Assessment of Administrative Fees

Before Contractor's collection vehicles depart from the Town on each Collection Day an employee of the Contractor will visit/or call Town Hall to determine whether any residents have reported to the Town that their Garbage or Trash was not collected that day or any other complaints. Any such missed collections or complaint will be collected/corrected by the Contractor before 5:00 p.m. on the Collection Day. Daily reports shall be made by the general collection truck as well as the recycling truckdrivers.

Each Collection Day, the Contractor shall check with the Town Clerk for complaints and each complaint shall be answered promptly by the Contractor. If the Town Clerk finds the complaint to be valid the Contractor shall promptly rectify the complaint. If the Town Clerk determines that the complaint is unfounded, the complainant and contractor shall be notified. For this section, the person designated by the Town Clerk shall be the Town Contact Person. The Town and the Contractor shall maintain a register or log on all complaints, which log shall indicate the date and hour complaint received, the complainant's name and address, the nature of the complaint, the time communicated to Contractor, the resolution of the complaint showing date and time resolved. The register or log shall be open for inspection by the Town, the Contractor and the public pursuant to Chapter 119, Florida Statutes.

(a) The Contractor agrees to provide all reports requested related to solid waste and recyclable collections requested of the Town by federal, state, and/or county agencies. These reports shall be in a format suitable for the requesting agencies. These reports shall also be submitted to the requesting agencies consistent with their deadlines.

(b) In the event that the contractor fails or refuses to correct any valid deficiency before 5:00 p.m. on the Collection Day as determined by the Town Contact Person, (calls received after 2:00 p.m. on the Collection Day will be resolved no later than 12 noon of the following day) the Contractor shall pay an administrative assessment, per incident, as follows:

(1) Failure to cleanup spilled trash/garbage, etc.	\$10.00
(2) Failure to collect garbage, trash or recycle material, per schedule	\$10.00
(3) Failure to adhere to Collection time schedule	\$20.00
(4) Failure to remove any liquid spillage from collection vehicles	\$20.00

Failure on the part of the Contractor to correct or take remedial action to correct any deficiency that results in a recurrence of the same incident, involving the same residence or facility twice in a 3-day period, the administrative assessment by the Town against the Contractor shall be \$50.00 per incident. All assessments made by the Town against the Contractor shall be automatically deducted by the Town from the monthly invoice for services.

- (e) If the Contractor disagrees with the final investigation and determination by the Town Contact Person, the Contractor may appeal the decision to the Town Commission, whose decision shall be final and binding on the Town and the Contractor.
- (f) Complaint Reduction Formula and Enhanced Administrative Fees: For this subsection and for establishing a system to reduce complaints to an acceptable level. The acceptable level of complaints received by the Town shall not exceed 20 incidents per month, averaged over six months. The Contractor agrees that if the number of complaints is not reduced to an average level of 20 per month, then the schedule of administrative assessments per incident, six months after the effective date of this Agreement, shall change to Fifty (\$50) Dollars per verified complaint.

Disposal

Contractor agrees that all Garbage, Trash, and Recyclable Materials Shall be disposed of in conformance with all applicable federal, state, Pinellas County, and Town laws, ordinances, rules, and regulations.

Recycling Services

Exhibit 1 is a list of the materials that shall be included in the recycling services at a minimum for all residences and for multifamily residential complexes if requested.

The Town wishes to maintain the existing Wednesday single family recycling schedule.

Exclusive Right

The Town will grant to the Contractor the Exclusive Right and obligation to provide Solid Waste collection services with the Town of Redington Shores per the scope of the sample contract.

The contractor shall have an exclusive franchise for residential garbage, yard trash and recyclables. The Town encourages the franchisee to work with multifamily residential complexes to promote recycling.

Fluctuation of Refuse

The Contractor's attention is directed to the fact that at various times during the year, the quantity of refuse to be disposed of may fluctuate significantly as a result of storms, growing seasons, and acts of God. This additional workload will not be considered as adequate justification for failure to the Contractor to maintain the required collection schedules and routes unless approved by the Town Commission.

Holidays

The following days shall be authorized holidays, New Year's Day, Thanksgiving Day, and Christmas Day. If the regular Collection day falls on holiday, that service is not rendered, the Contractor shall collect all Solid Waste the next day scheduled service day. Any additional holidays shall be approved by the Town Clerk.

Section 6 - BIDDER/CONTRACTOR RELATIONS WITH THE TOWN.

Contractor as Independent Contractor

It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to the services to be provided by the Bidder notwithstanding in certain respects that the Contractor is bound to follow the direction of designated Town officials, and the Contractor is in no respect an agent, servant or employee of the Town. This Contract specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless otherwise provided in this Contract.

Evaluation of Contract Performance

The Contractor's performance of this Contract shall be evaluated by the Town Clerk. If at any time during the term of this Contract, performance satisfactory to the Town Clerk shall not have been provided, the Contractor upon notification by the Town Clerk shall increase the force, tools and equipment as needed to perform this Contract properly.

Town Clerk

To prevent misunderstanding and litigation, the Town Commission shall decide any and all questions which arise concerning the quality and acceptability of the services performed, the sufficiency of performance, the interpretation of Contract provisions, and the acceptable fulfillment of this Contract on the part of the Contractor; and the Town Commission will determine whether or not the amount, quantity, character and quality of the Work performed is satisfactory, which determination shall be final, conclusive and binding upon both the Town and the Contractor. The Town Commission shall make such explanation as may be necessary to complete, explain or make definite the provision of this contract, and such finding and conclusions shall be final and binding on both parties.

Inspection of Work

- i. The contractor shall provide to the Town Commission every reasonable opportunity to ascertain whether the work is performed is in accordance with the requirements of this Contract.
- ii. The Contractor shall designate, in writing, the person to serve as its agent and daily liaison between its organization and the Town.
- iii. The Town Commission may appoint qualified person(s) to inspect the Contractors operations and equipment at any reasonable time, and the Contractor shall admit authorized representatives of the Town to make such inspection at any reasonable time and place.

Taxes

The Contractor shall pay all Federal, State and local taxes and fees including, but not limited to, sales tax, social security, workers compensation, unemployment insurance, and other required taxes and fees which may be chargeable against labor, material, equipment, real estate and any other item necessary to and in the performance of this Contract.

Town not Liable for Delays

It is expressly agreed that in no event shall the Town be liable or responsible to the Contractor, or to any other person, because of any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the Contractor, from, by, or because any delay from any cause over which the Town has no control. The Contractor's obligation to perform the work described herein shall continue in the event of any strikes, labor disputes, work stoppages or disagreement or problems involving the Contractor's employees.

Right to Require Performance The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town thereafter to enforce same. Nor shall waiver by the Town of any breach or default of provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

Quality of Service

Character of Workers and Equipment

The direction and supervision of solid waste collection, transportation, and disposal shall be completed by qualified personnel, and the Contractor shall devote sufficient personnel, time and attention to the direction of operations to assure performance satisfactory to the Town. All subcontractors, Superintendents, foremen, and workers employed by the Contractor shall be careful and competent. Any employee of the Contractor who acts in an improper fashion in dealing with the public shall be removed from service to the Town upon receipt by the Contractor of a written request from the Town Clerk.

Contractor's employees collecting solid wastes will be required to follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern the removal of solid waste. Care shall be taken to prevent damage to property, including shrubs, flowers and other plants. After emptying containers, employees shall return them to the same location from which they were taken, left in an inverted position and anything spilled shall be picked up immediately by such employee.

Cooperation of Contractor Required

The Contractor shall cooperate with authorized personnel and representatives of the Town in every reasonable way to facilitate the progress of the work contemplated under this Contract. The Contractor shall always have a competent and reliable English-speaking representative during collection hours available to the Town's staff.

Office Hours

Contractor shall provide customer service personnel and shall be available during all hours of residential collection.

The town will also be provided a collection supervisor's phone number for any time response.

Equipment

The Contractor shall provide sufficient equipment in proper operational condition to ensure that regular schedules and routes of collection, transportation, and disposal are maintained.

Condition

All collection, transportation, and disposal vehicles used by the Contractor shall be good and serviceable equipment and visually acceptable in the opinion of the Town at the beginning of the Contract and throughout the duration of the contract. The Town reserves the right to inspect all equipment during the contracted period.

Operation

The Contractor shall equip each vehicle with a means of direct communication with a central dispatch for immediate correction of missed pickups or other problems with service, which may arise from time to time. The Contractor shall maintain a central dispatch during all residential service hours to provide information to units in the field and to dispatch units to provide service or the correction of problems. The Contractor shall also have route supervisor on duty to resolve all issues in a timely manner.

The Contractor shall ensure that all vehicles are washed on the outside and painted or repainted as often as necessary to keep them in a neat, clean and sanitary condition. Contractor vehicles shall prominently display name and telephone number on each vehicle in lettering no less than five (5) inches. No other advertising will be placed on Contractor's vehicles without express written consent of the Public Works Supervisor.

Section 7 - WORKING CONDITIONS

- a. The Contractor shall comply with all applicable State and Federal laws relating to wages and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.
- b. No person convicted of a crime(s) and/or repeated non-criminal violations of traffic laws which demonstrate a propensity to unfaithfully fulfill the duties of employment such as but not limited to, larcenous activity, aggravated battery or other violence, those relating to the operation of motor vehicles, and any crime for which civil rights have been removed within two (2) years of the date of service to the Town shall be employed by the Contractor.

The Contractor will submit information on the retention rates of personnel, training program, and safety training program.

Section 8 - DISPOSAL OF SOLID WASTE AND RECYCLABLE MATERIALS

- a. Location

All solid waste, yard trash and recyclable materials collected shall be transported to a state- approved and properly-licensed disposal facility or recycling facility. The Contractor agrees to pass-through any cost increases or decreases in disposal charges for the designated facility to the customer, All changes to pass through costs are subject to review by the Town for a determination of reasonableness and may be rejected by the Town, at Town's sole discretion, if found unreasonable. For the purposes of this Bid, the fee for garbage and yard trash disposal shall be defined as the fee required by the Pinellas County Disposal Facility. The Town will assume no charges made by Pinellas County for the Contractor to use their facility. Recyclables shall consist at a minimum of all Florida State-designated recyclables. At a minimum, Contractor shall collect all recyclable materials in Exhibit 1 below for processing in a state approved recycling facility, unless authorized in bid or by the Town Clerk or his/her designee: SEE EXHIBIT 1

Section 9 - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor hereby agrees to abide by all applicable federal, state, county and town laws and regulations including federal, state, county, and Town laws and regulations relating to hazardous substances.

Section 10 -INSURANCE

The Contractor shall not commence work under this Contract until it has obtained all insurance as specified in the applicable insurance requirements. The Contractor shall not allow any subcontractor to commence work on subcontracts until after they have been approved by the Town and similar insurance of the subcontractor has been obtained and approved by the Town.

Section 12 – INDEMNIFICATION

The Contractor hereby agrees to indemnify and hold harmless the Town of Redington Shores, its officers, directors, representatives, employees, agents, servants and anyone acting under its supervision, direction and/or control, from and against any and all claims asserted against the Town stemming from the negligence and intentional torts of bidder during the performance of the services provided, to include for infringement of any United States Patent, registered trademark, trademark and all other claims, damages, loss, delays, costs or expenses of any kind or nature, including attorneys' fees and costs arising out of this Contract or resulting from the performance of the work, furnishing of services and/or furnishing of material, goods, or equipment (included but not limited to claims regarding defect in materials goods or equipment) and caused in whole or in part by the negligence, breach of contract, default, act or omission of Contractor, its officers, directors, employees, servants, agents, subcontractors, and/or any individuals acting under its supervision, direction, and/or control, in its behalf, or for which Contractor is legally responsible, in connection with, arising out of, and/or incident to the Contract or the performance of the work. The Contractor shall also indemnify and hold harmless the Town of Redington Shores from and against any and all claims against the Town, its officers, directors, representatives, employees, agents, servants and anyone acting under its supervision, direction and/or control, made by any employee, agent, or servant of the Contractor or of subcontractor of Contractor. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

Section 13 - COST ADJUSTMENT

Annual adjustments to rates for collection services

On October 1, 2019 and annually on October 1, thereafter, the Collection component of the Rates may be adjusted to reflect any changes in the costs of Collection during the previous Agreement year due to inflation or deflation. If the Contractor is seeking an adjustment, the Contractor shall submit a written request to the Town Clerk at least forty (30) calendar days prior to October 1 (i.e., on or before September 1st) of the Agreement Year for which the adjustment is sought and include a copy of the Garbage & Trash index used as the basis for the adjustment. The Contractor's request shall contain enough information to confirm that the Contractor's request complies with the requirements in this section.

The adjustment to the Collection portion of the Rates in Residential Single Family and Multifamily Accounts shall be based on the changes in the Garbage and Trash Consumer Price Index, (Southern Region) as applicable, during the previous Agreement Year. The adjustments shall reflect the percentage change in the Garbage and Trash CPI, measured from June 1st in the previous calendar year to June 1st of the calendar year in which the adjustment will occur. The ceiling percentage change will be 5% every year, and the floor percentage change will be 2% every year. If the Garbage and Trash CPI is discontinued or substantially altered, the Town may select another relevant price index published by the United States government or by a reputable publisher of financial and economic indices.

The disposal component is a pass-through cost in this contract to the designated disposal facility. Any rate decrease at the designated disposal facility shall be automatically adjusted down with corresponding monthly disposal cost. Any disposal rate increase shall take place on October 1st of each year.

The Contractor may petition the Town for an unusual cost(s) rate adjustment, based on unusual changes in its cost of doing business. Any petition for a rate adjustment for unusual costs must be based upon extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. Besides the Annual G&T Annual rate adjustment, any other rate adjustment must be approved through a written amendment to the contract and will take effect at the beginning of each fiscal year for the Town (October 1st). The Contractor request shall contain substantial proof and proper justification to support the need for the rate adjustment. The Town may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The Town shall approve or deny the request, in whole or in part within sixty (60) day of receipt of the request and all other additional information required by the Town. Unusual cost adjustments shall be specific to only the component(s) that is requested and approved. Unusual cost adjustment requests shall exclude fuel and disposal adjustments. If any extraordinary and unusual changes in the costs of operations occur that reduce the Contractor's cost, these changes shall entitle the Town to receive a residential unit rate decrease equal to fifty (50%) percent of the savings realized by the contractor.

Section 14 - RENEWAL OF CONTRACT

Upon agreement by both parties, this Contract may be renewed automatically for additional one (1) five-year period unless either party shall give written notice of non-renewal at least one hundred and twenty (120) days prior to the end of each term.

Section 15 - ASSIGNMENT OF CONTRACT

Contractor shall make no assignment of its rights or obligations under the Contract without first obtaining the written consent of Town Commission. Consent may be withheld for any reason. In the event Contractor is a corporation, partnership or other equal entity, there shall be no change in the direct or indirect legal or factual control of such entity without first obtaining the written consent of the Town. A change of legal control includes, but is not limited to, a transfer of the ownership of over 20% of the Contractor or any person or entity owning a 20% or greater interest, direct or indirect, in the Contractor.

Section 16 - INTERPRETATION, VENUE, REMEDIES AND ATTORNEY'S FEES

The Contract shall be governed by the laws of the State of Florida and, where applicable, Federal law. Venue for all legal actions arising out of the Contract shall be in the state or federal courts of Marion County, Florida. The Contract shall be interpreted according to the laws of Florida. No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. Waiver of a default shall not be deemed to be a waiver of any subsequent defaults. In any action brought by either party to construe or enforce any provision of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs.

EXHIBIT 1
MINIMUM ACCEPTABLE SINGLE STREAM RECYCLING MATERIALS

Steel and Tin Cans. Includes steel and tin cans and empty aerosol cans.

Aluminum. Includes aluminum beverage containers, aluminum foil and aluminum pie plates.

Glass. Clear (flint), brown (amber) and green, blue food and beverage jars and bottles. Paper labels, rings and lids on glass containers are acceptable.

PET Plastic Bottles (SPI code No. 1). PET containers, such as beverage bottles, dishwashing soap bottles, shampoo bottles and similar items.

HDPE Plastic Bottles (SPI code No. 2). Blow molded, closed mouth natural and colored HDPE containers generally consisting of plastic milk jugs, water bottles, detergent bottles and similar items. Paper labels are acceptable. Rinsed containers that may have held toxic or contaminated materials are acceptable.

Preparation: Residents shall be asked to rinse the items and remove organics, other contents, labels, lids and plastic caps, but there is no requirement for these to be removed from Recyclable Containers. Inclusion of organics, caps, lid, labels and other contents shall not be reason for rejection.

Recyclable Paper consists of the following materials;

All loose or paper bagged newsprint is acceptable and includes all paper that is distributed with or as part of general circulation newspapers.

All loose old corrugated containers that are flattened and either cut down or folded to size, no more than 4' x 4' flattened and 2' x 2' square. Staples and tape do not have to be removed.

Brown Paper Bags. All loose or bagged Kraft paper sacks used to hold newspaper. Telephone Books. Old telephone directories.

Magazines. Old magazines including catalogs and similar printed material with glossy pages.

Paperboard, Cereal boxes (without plastic liner), drink boxes, snack boxes, etc. Wax-coated paperboard is acceptable.

Mixed Residential Paper. Mixed paper, including shredded paper, may include all the following: junk mail, high grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper, loose leaf fillers, stationery, writing paper, and manila folders,

Items NOT Accepted for Single Stream Recycling:

Plastic bags

Plastic tubs (#8 or higher)

Garbage

Wire

Garden Hoses

Plastic Toys

Plastic Yard Furniture or Toys

ORGANIZATIONAL INFORMATION

TYPE OF FIRM Corporation Partner
 Individual Other— Describe

If a corporation, answer:

Date Incorporated

In what State?

Please list parent organizations and their address and ownership.

How many years has your firm used its present name?

List firm's previous names:

Attach printout from corporate information of the Florida Department of State.

FORM A

BIDDER'S QUESTIONNAIRE FORM

(If space is not sufficient, please attach information within this section)

1. How many years of experience has your firm had in the following types of work?

		As a Contractor
	Solid Waste Collection Operations	
b.	Recyclable Materials Collection	
c.	Recyclable Materials Processing and Marketing Operations	
	Yard Waste Collection Operations	
e.	Commercial Solid Waste Collections	
f.	Other Transfer Operations	
000	Public Service-Related Contracts	

2. List the contracts in the last three (3) years which fall into the categories listed previously in Question Number 1. Contract Work shall be within Florida and comparable to current service provided to City. List the contracts shown in categories a, b and c of Question Number 1 first. If space permits, list the remaining contracts chronologically.

Contract Owner, City, County, etc. (Contact Person Name and Telephone Number)	Name of Contract or Service Agreement	Contract Amount of Gross Annual Revenue	Enter Letter of #1

3. For each contract listed above, provide a brief description of the service provided and your Firm's responsibilities. (Use a separate sheet if required).

4, Describe the organizational structure under which you will manage the services outlined in this RFP process. This should include, but not be limited to, the persons responsible for the following areas of performance: direct supervision, overall project management, personnel, equipment maintenance and acquisition, training, safety, risk management, financial management, customer service, and community relations. Describe the experience of, or include resumes for, persons in these positions.

This organizational structure should address all services associated with this Request for Proposal. It should also define the strategy by which the recyclable materials will be processed and marketed.

5. List the major equipment to be used for these services. The information provided must demonstrate that the equipment will meet the requirements of the various alternatives listed in the RFP. The information shall include such information as the model, age, whether leased or owned, capacity (if loads are combined for long haul as well), quantity payloads (both in weight and length), and a general description of how the equipment will interface during operations. This information should include a detailed description of equipment to be used in the processing and marketing of the recyclable materials.

5a. Describe the proposed equipment and operational plans that will be employed to minimize odor, noise, and air pollution and to enhance safety within the Town of Redington Shores.

5b. Describe the schedule to be followed to maintain the equipment in a clean and sanitary condition and the schedule for cleaning vehicles.

5c. Describe the procedure to be followed to address yard waste within the Town of Redington Shores. Specifically, what variations or allowances will be made for yard waste that does not meet the specifications of this contract? How will residents be notified of their non-compliance with the Town specifications for yard waste?

5d. Describe the procedure for scheduling garbage and recycling services for Town Hall.

5e. Describe the backup transport system that would be used if the primary system is incapacitated. What corporate resources could be drawn from to meet the terms of the contract?

5f. Describe the staffing plan to be put into place to service the Town of Redington Shores with special attention to operational and customer service support.

FORM B

FEE PROPOSAL

**Residential Solid Waste and Recyclable Material Collection
Services (Bid Tabulation Sheet)**

Description of Bid Item — Please bid to current level of service

Residential Single-Family Service Collection Components

- *Twice a week solid waste collection, transportation and disposal on
(weight limit per container /item is 60 Lbs.) (Service to be provided on Monday & Thursday)
- *Once per week recycling on Wednesday
- *White goods, furniture, misc. as a special charge pickup
- *Bulk collection as a special charge pickup

Monthly Unit Cost

Collection	\$ _____ (Included yard waste)
Recyclable Collection	\$ _____
*Total Monthly Cost per Residential Unit	\$ _____
White goods/furniture, etc. per item	\$ _____
Bulk yard trash collection per yard	\$ _____

Residential Multi-Family Service Collection Components (Using Dumpsters)

- Minimum twice per week service for collection, transportation, and disposal (services to be provided on Tuesday and Friday, any additional collection days will be determined between customer & contractor)
- Recycling is voluntary and will be determined between customer & contractor.

● White goods, furniture, misc. as a special charge per item \$ _____

● Bulk collection as a special charge per yard \$ _____

Total Monthly Cost

One (1) - two-yard dumpster IX per week \$ _____

Twenty-two (22) — two-yard dumpsters 2X per week \$ _____

Four (4) — two-yard dumpsters 3X per week \$ _____

Two (2) four-yard dumpsters 2X per week \$ _____

Four (4) six-yard dumpsters 2X per week \$ _____

One (1) — eight-yard dumpster 4X per week \$ _____

*Total Monthly Cost for All Dumpster Service \$ _____

*Total Monthly Cost per Residential Unit \$ _____ x 784 Units

Combined Total Monthly Cost of Residential Units & Dumpsters \$ _____

Combined Total Monthly Cost x 12 Months (Total Annual Cost) \$ _____

FORM C

REFERENCE LISTING

List a minimum of 5 references in Florida of similar projects in size/nature and contracts, governmental, which you have serviced within the past 3 years. Prefer references close to the Town of Redington Shores, Florida location in the event a site visit is in order.

1 CUSTOMER _____
NAME: ADDRESS:

TELEPHONE:() _____ FAX:() _____

CONTACT _____ NAME: _____ DATE _____ OF _____

TELEPHONE:() _____ FAX:() _____

CONTACT NAME: _____

DATE OF COMPLETION OF PROJECT: _____

AMOUNT OF PROJECT: \$ _____

2 CUSTOMER _____
NAME: ADDRESS:

TELEPHONE:() _____ FAX:() _____

CONTACT NAME: _____

DATE OF COMPLETION OF PROJECT: _____

AMOUNT OF PROJECT: \$ _____

3 CUSTOMER _____
NAME: ADDRESS:

TELEPHONE:() _____ FAX:() _____

CONTACT NAME: _____

DATE OF COMPLETION OF PROJECT:

AMOUNT OF PROJECT: \$

4 CUSTOMER _____

NAME: ADDRESS:

TELEPHONE:() _____ FAX:() _____

CONTACT NAME:

DATE OF COMPLETION OF PROJECT:

AMOUNT OF PROJECT: \$

5 CUSTOMER NAME:

ADDRESS:

TELEPHONE:() _____ FAX:() _____

CONTACT NAME:

DATE OF COMPLETION OF PROJECT:

AMOUNT OF PROJECT: \$

My company has been in this type of business for years.

State License Number: Expires:

FORM D

ADDENDUM ACKNOWLEDGEMENT

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation from the City's web site by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the bid response.

Addendum No. Date Issued:

Addendum No. Date Issued:

Addendum No. Date Issued:

Addendum No. Date Issued:

AUTHORIZED SIGNATURE:

TITLE:

(Print/type name as signed above): DATE:

FORM E

NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT

STATE OF _____ COUNTY OF _____

_____ being duly sworn, deposes and says that:

(1) He/she is _____ of _____ Title
Firm/Company

The respondent that has submitted the attached response,

- (2) He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
- (3) Such solicitation is genuine and is not a collusive or sham solicitation.
- (4) Neither the said respondent nor any of its officer, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the Town of Redington Shores, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed)

(Title)

STATE OF FLORIDA COUNTY OF
PINELLAS

The foregoing instrument was acknowledged before me this _____ by
_____ who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

_____ (Signature of Notary Public)

_____ (Name of Notary Typed, Printed or Stamped) any Professional Liability coverage.
Professional Liability insurance is to be in the amount of \$1,000,000.00. bid consideration will be given to the
evidence of these insurance overages. All insurance is to be project specific to this contract, not general umbrella
insurance.

SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all labor, materials, equipment and supplies as required with this specification.

COMPANY NAME:

ADDRESS:

TELEPHONE:

FAX:

Authorized Signature:

Printed Name:

Email:

Date Signed:

FORM F

DRUG FREE WORKPLACE FORM

The undersigned bidder, in accordance with Florida Statute 287,087 hereby certifies that
does:

(Name of Business)

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' 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 bid a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no 10 contendere to, any violation of Chapter 1893 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 or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section,

As the person authorized to sign the statement, f certify that this business complies fully with the above requirements.

(Authorized signature)

(Date)

(Print/type name as signed above)

STATEMENT OF NO BID

TOWN OF
REDINGTON SHORES
17425 GULF BLVD.
REDINGTON SHORES, FL
33708

We, the undersigned, have declined to bid on your Bid Number BID2017-09 Solid Waste, Yard Waste, Recycling, Commercial Collection, and Construction & Demolition Roll-Off Dumpster Services for the following reason(s):

We do not offer this service/product.

Our schedule would not permit us to perform.

_____ Unable to meet specifications. Other

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of qualified bidders of Town of Redington Shores.

Company Name _____

(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address _____

Telephone Number _____

Toll Free Number _____

FAX Number _____

Email _____

Date _____

SUMMATION OF INSURANCE REQUIREMENTS; BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverage specifically waived by the Town of Redington Shores, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Contractor. The Town does not represent these minimum insurance requirements to be sufficient or adequate to protect the Contractor's interests or liabilities but are merely minimums.

"Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the Town of Redington Shores as additional insured. It is agreed that the Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The Town of Redington Shores for liability arising out of the operations of this agreement."

Except for workers' compensation, the Contractor waives its right of recovery against the Town, to the extent permitted by its insurance policies.

The Contractor's self-insured retentions shall be disclosed to the Town and may be disapproved by the Town. The Contractor is responsible for the amount of any deductible or self-insured retention. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the Town shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless Payment on Behalf of the Town of Redington Shores, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Contractor and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Contractor's employees or damage to property of the Town or others arising out of any act or omission of the Contractor or its agents, employees, and to be inclusive of property damage resulting from explosion, collapse or underground exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Contractor under the article entitled INDEMNIFICATION.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$1,000,000 Single limit each occurrence
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Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired equipment. The liability limits shall not be less than:

Bodily Injury and Property Damage	\$300,000 Single limit each occurrence
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Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's

Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers' Compensation exemption.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Excess Liability: This insurance shall protect the Contractor and the additional insured against alt claims more than the limits provided under the employer's liability, commercial automobile liability, and commercial general liability policies. The policy shall be an "occurrence" type policy and shall follow the form of the General and Automobile Liability.

The liability limits shall not be less than: **\$1,000,000**

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance. The Town shall be notified at least 30 days in advance of cancellation, nonrenewal or any other adverse change in coverage by the insurance carrier and/or the Contractor.

New Certificates of Insurance are to be provided to the Town at least 15 days prior to coverage renewals.

If requested by the Town, the Contractor shall furnish complete copies of the Contractor's insurance forms and endorsements, or mutually agree to a place, time, and location where the Town can review the policies if needed.

For Commercial General Liability coverage, the Contractor shall, at the option of the Town, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage. Except that said indication of the amounts of claims payments provided to the Town shall not include the actual settlement agreements or identify the parties thereto to protect the confidentiality of settlement agreements.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Town, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.