



**REQUEST FOR PROPOSAL # 2020-01
SOLID WASTE AND RECYCLING COLLECTION SERVICES**

Town Clerk, 105 164th Ave
Redington Beach, FL
33708

ISSUE DATE: 09/14/2020

PROCUREMENT CONTACT:

Missy Clarke, Town Clerk
PHONE NUMBER: (727) 391-3875
E-MAIL:
townclerk@townofredingtonbeach.com

**PROPOSALS TO BE RECEIVED
NO LATER THAN 3:00 PM ON
MONDAY, OCTOBER 5, 2020**

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID	
Proposer Name: _____	Pre-Bid meeting location: N/A
Address: _____ _____	
Phone Number: _____	Proposals are firm for 90- days? Yes ___ No___
Fax Number: _____	Do you accept credit cards? Yes___ No___
E-Mail Address: _____	RFP Term Deviation Requests attached? Yes___ No___ N/A___
FEIN Number: _____	

Proposal packages shall be mailed or hand-delivered to the Redington Beach Town Hall, attn.: Town Clerk, 105 164th Avenue, Redington Beach, FL 33708. Receipt of Proposals will be officially closed after time and date identified above. Proposals received after the specified time and date will not be accepted. The Town will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp affixed by the Town Clerk will be the official authority for determining timely Proposals.

One (1) original (MARKED "ORIGINAL"), five (5) copies, and one (1) searchable PDF copy on a flash drive of all Proposal sheets and required attachments shall be executed and submitted in a sealed envelope. Proposer shall mark Proposal envelope, RFP No. 2020-01 – SOLID WASTE AND RECYCLING SERVICES. Proposer's name and return address shall be clearly identified on the outside of the envelope.

Authorized Signature

Title (printed or typed)

Printed Name

Date

CHECK LIST OF MINIMUM REQUIRED SUBMITTALS

This “Standardized Check List” has been provided to assist Proposers with the submission of their Proposal packages. This Check List cannot be construed as identifying all required submittal documents for this solicitation. Proposers remain responsible for reading the entire solicitation document to ensure compliance with all requirements.

The Town, in its sole discretion, reserves the right to reject any and all Proposals, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Proposals. The Town specifically reserves the absolute right to determine the seriousness of any proposer’s failure to specifically conform to the requirements of the proposal document. Proposers cannot utilize the Town’s determination of the seriousness of any specific non-conformance as a basis to protest the award of any proposal. Proposals may be considered subject to rejection if in the sole opinion of the Town: there is a serious omission, unauthorized alteration of form, an unauthorized alternate Proposal, incomplete or unbalanced unit price, or irregularities of any kind. The Town may reject, as non-responsive, any or all Proposals where Proposers fail to acknowledge receipt of Addenda as prescribed.

SUBMITTALS	Included		
	YES	NO	N/A
Proposer has completed, signed (blue ink) and included Request for Proposal Cover Sheet (page 1)			
Proposer has completed, signed (blue ink) and included the Check List of Minimum Required Submittals (page 2)			
Proposer has provided One (1) Original hard-copy Proposal (marked “ORIGINAL”), signed (blue ink), plus one (1) electronic PDF copy on a flash drive of the proposal complete with all supporting documentation			
Proposer has provided the number of hard copies of their proposal (marked “COPY”), as referenced in Section I (page 4)			
Proposer submittal is organized (to include all information requested under each tab) in tabbed format as described in Section III			
Proposer has confirmed that their proposal reflects all Addenda for this project (all Addenda will be posted to Demandstar.com for notification and retrieval)			
Proposer has completed, signed (blue ink) and included their Proposal Form			
If applicable, Proposer has provided a signed Conflict of Interest statement			
Proposer completed and included their Reference Form			
Proposer has completed, signed (blue ink) and included their Identical Tie Proposal sheet with signature – (if applicable)			
Proposer has signed (blue ink) and included their Proposer’s Insurance Requirements Acknowledgement			
Proposer has completed and included their Business Location Certification Statement (not required for Class “D”)			
Proposer has included a copy of business tax receipt (occupational license)			
Proposer has signed and notarized & included their Non-Collusion Affidavit			
Proposer has completed and included their Vendor Certification Regarding Scrutinized Companies Form			
Proposer has read, understood, and submitted all required documentation for proposal evaluation.			

Authorized Signature

Company

Printed Name and Title

Date

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WASTE AND RECYCLING SERVICES

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SECTION I

INTRODUCTION & INSTRUCTIONS TO PROPOSERS

The Town of Redington Beach (hereinafter referred to as "Town") is requesting sealed Proposals for Solid Waste and Recycling Services.

PROPOSAL DUE DATE & TIME: **Monday, October 5, 2020, at 3:00 P.M.** Proposal packages shall be mailed or hand-delivered to the Redington Beach Town Hall, attn.: Town Clerk, 105 164th Avenue, Redington Beach, FL 33708. Proposals are to be received NO LATER THAN 3:00 P.M. after which time receipt will officially be closed. Proposals received after the specified time and date will not be accepted. The Town will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Town Clerk will be the official authority for determining late Proposals.

The proposal opening will be conducted in a public meeting to begin at **Monday, October 5, 2020 at 3:00 P.M.** **Only the NAME of the firms who submitted a response to this Request for Proposal will be read aloud.** The location of the opening will be the Town Hall Assembly Hall, 105 164th Avenue, Redington Beach, FL 33708.

All Proposals must be executed and submitted in a single sealed package. Proposer shall mark Proposal package, "RFP No. 2020-01– SOLID WASTE AND RECYCLING SERVICES." Proposer's name and return address should be clearly identified on the outside of the package.

Proposer shall submit six (6) complete sets with all supporting documentation:

- One (1) hard-copy original (marked "ORIGINAL") and signed in blue ink, plus one (1) readable PDF copy on a flash drive of the proposal complete with all supporting documentation.
- Five (5) hard-copies (marked "COPY")

Proposals submitted by facsimile, email, or remote upload service will NOT be accepted. Submittal of a Proposal in response to this Request for Proposal constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be rejected at the option of the Town. It is the Proposer's responsibility to ensure that Proposal submittals are in accordance with all addenda issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements.

Proposals not submitted with the Town's Proposal Form may be rejected, unless stated otherwise in the Request for Proposal. If a Proposer wishes not to submit a Proposal, it is asked to complete and return the "NO PROPOSAL RESPONSE" on Page 1.

A non-mandatory pre-proposal meeting will not be held with respect to this solicitation.

For information concerning procedure for responding to this Request for Proposal (RFP), contact Town Clerk Missy Clarke at 727.391.3875. Such contact is for clarification purposes only. Material changes, if any, to the Request for Proposal, including the Scope of Services, will only be transmitted by written addendum.

All questions about the meaning or intent of the RFP Documents shall be submitted in writing and directed to the Town of Redington Beach, 105 164th Avenue, FL 33708, Attention: Town Clerk. Questions may also be sent via e-mail to townclerk@townofredingtonbeach.com. Proposers are responsible for verifying questions were received by the Town Clerk. **Questions received less than fourteen (14) calendar days prior to proposal due date will not be answered.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Proposers in submitting their proposals.

STANDARD TERMS & CONDITIONS

ACCEPTANCE AND REJECTION - The Town reserves the right to accept or reject any and all Proposals, and to accept the Proposal which best serves the interest of the Town. The Town may award sections individually or collectively whichever is in its best interest.

ADDENDUM AND AMENDMENTS TO REQUEST FOR PROPOSAL: If it becomes necessary to revise or amend any part of this Request for Proposals, the Town Clerk will furnish the revision by written Addendum to all prospective proposers who are recorded with the Town as having received an original Request for Proposal. Addenda information will be posted online at <http://www.demandstar.com>, a link to which may be found on the Town's web page: <https://www.townofredingtonbeach.com>. Proposers are responsible to check any of these locations for updates.

ADDITIONAL TERMS & CONDITIONS - The Town reserves the right to reject proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

AWARD - Award will be made to the best responsive and responsible offeror whose Proposal is determined by the Town to be in the best interest of the Town.

COMMITTEE MEETINGS & INFORMATION: Notice of the proposal review committee meetings will be posted within a reasonable time period (generally 72-hours) in advance of such meetings. Proposers are responsible to check the following locations for updates on this proposal's status: physical posting at Town Hall, at <http://www.demandstar.com>, a link to which may be found on the Town's web page: <https://www.townofredingtonbeach.com>. Pursuant to Florida Statutes § 286.0113, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements of Florida Statutes § 286.011 and Art. I, § 24(b) of the Florida Constitution.

CONFLICT OF INTEREST – The Proposer certifies that this Proposal has not been arrived at collusively or otherwise in violation of federal, state or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the Town or of its agencies. Offerors must disclose the name of any officer or employee of Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

DEVIATION FROM SPECIFICATION - Any deviation from specifications must be clearly stated, explained in detail and accepted by the Town in writing. Otherwise items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

DISCRIMINATORY VENDOR LIST: An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Proposal for a contract to provide goods or services to a public entity, shall not submit a Proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity. See, Florida Statutes § 287.134(3)(d).

ECONOMY OF PREPARATION: The proposals should be prepared simply and economically, providing a straightforward, concise description of the proposers' ability to fulfill the requirements of the proposal.

EX PARTE COMMUNICATION: Ex Parte Communication means any oral or written communication relative to a solicitation, evaluation, award or contract controversy that occurs outside of an advertised public meeting or occurs with someone other than the Town Clerk.

- (A) Adherence to procedures which ensure fairness is essential to the maintenance of public confidence in the value and soundness of the important process of public procurement. Therefore, any ex parte communication between a bidder, proposer, contractor or protestant (or its employees, agents, lobbyists or representatives) and the Town (its Commissioners, employees, agents, legal counsel, contractors, or representatives) during the selection process

and award is strictly prohibited. Ex parte communication is prohibited during the following periods:

- (1) From the date of advertising of the solicitation through award of a contract; and
- (2) From initiation of a protest of an award or contract through resolution for the parties involved in the protest.

(B) **Exclusions:** This requirement shall not prohibit:

- (1) **Pre-Bid and Pre-Proposal Meetings:** If so provided by the Town, meetings called or requested by the Town Clerk and attended by bidders or proposers for the purpose of discussing a solicitation, evaluation or selection process including, but not limited to, substantive aspects of the solicitation document. Such meetings may include, but are not limited to, pre-bid or pre-proposal meetings, site visits to the Town's facilities or property, site visits to bidders' or proposers' facilities, interviews/negotiation sessions as part of the selection process, and presentations by proposers or submitting firms. Such authorized meetings shall be limited to topics specified by the Town Clerk.
- (2) Solicitation documents may provide for communications from bidders or proposers to designated Town staff or discussion at meetings called or requested by the Town pursuant to this subsection.
- (3) Addressing the Town Commission regarding non-procurement topics at public meetings.
- (4) The filing and processing of a written protest to any proposed award to be made pursuant to the solicitation, evaluation and selection process. Protest proceedings shall be limited to open public meetings, with no ex parte communications with other than the Clerk outside those meetings;
- (5) Contacts by the Town's current contractors but only in regard to:
 - a. any work being performed on Town projects unrelated to the solicitation, or
 - b. any Town projects under the prohibited ex parte communications for which the current contractors do not intend to submit a response or have not submitted a response to any solicitation documents for those projects;
- (6) Communications between the Clerk or other Town representatives and the bidder or contractor for routine matters arising from ongoing projects or contracts previously awarded;
- (7) Contacts by bidders and proposers (actual or potential) and the Town regarding other projects unrelated to the purchase for which the bidders or proposers (actual or potential) may intend to submit a response or have submitted a response to any competitive solicitation;
- (8) Communications between the Town Clerk and bidders and/or proposers (actual or potential) for matters regarding pending purchases. Written questions shall be made to the named contact person.
- (9) Violation of this provision shall be grounds to: disqualify the violator from the award of the purchase, void any award to or contract with the violator, and/or temporarily suspend or permanently debar the violator from future contracts with the Town.

INFORMALITIES - The Town of Redington Beach reserves the right to both waive any informality in Proposals and to determine, in its sole discretion, whether or not informality is minor.

INFORMATION AND LITERATURE - Proposers are to furnish all information and literature requested. Failure to do so may be cause for rejection.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the Town Clerk. Interpretations that may affect the eventual outcome of this RFP will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the Town of Redington Beach.

PRICING - If a unit price, when extended, is obviously in error, the incorrect extended price will be disregarded.

PROPOSAL ACKNOWLEDGEMENT: By submitting a proposal, the proposer certifies that it has completely reviewed the RFP and has full knowledge of the scope, nature, and quality of work to be performed.

PROPOSER EXPENSES - No out of scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The Town will not pay a retainer or similar fee. The Town is not responsible for any expenses that proposer may incur in preparing and submitting proposals called for in this request. The Town will not pay

for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the proposer. The Town will not be liable for any costs incurred by the proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

PUBLIC ENTITY CRIMES – By submission of response to the Town’s Request for Proposal on this project, proposer acknowledges and agrees to the following: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals for leases of real property to a public entity, may not be awarded or perform work as a Successful Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

PUBLIC RECORDS: Sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1) and 24(a) Article I of the State constitution until such time as the agency provides a notice of an intended decision or until 30-days after opening the bids, proposals, or final replies, whichever is earlier.

Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his or her response is exempt from disclosure, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Town will treat all materials received as public records once that information is determined to be available.

If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation, or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12-months after the initial agency notice rejecting all bids, proposals or replies.

The Town is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida’s Public Records law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency’s custodian of public records, provide the public agency 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 by law.
- c. 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 the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the contractor has questions regarding the application of Chapter 119

Florida Statutes, to the contractor' duty to provide public records relating to this contract, contact the custodian of public records at the Town of Redington Beach Town Clerk, 105 164th Avenue, Redington Beach, Florida 33708; 727.391.3875 or townclerk@townofredingtonbeach.com.

QUANTITIES - The Town reserves the right, in its sole discretion, to increase or decrease total quantities as it deems necessary. Quantities listed on proposal sheet(s) identify anticipated award amounts.

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The proposer shall furnish such additional information/clarification as the Town may reasonably require. This includes but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services requested. The Town reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation of service personnel.

REQUEST FOR MODIFICATION: The Town reserves the right to negotiate a final agreement with the top-ranked proposer to more fully meet the needs of the Town.

RESPONDENT/RECOMMENDATION OF AWARD INFORMATION: The Notice of Consideration for Award for Proposals will be posted at least five (5) business days in advance of such award. Proposers are responsible to check the following locations for updates on this proposal's status: physical posting at Town Hall, at <http://www.demandstar.com>, a link to which may be found on the Town's web page: <https://www.townofredingtonbeach.com>. Notice of Award, Proposals currently available, and Tabulation sheets are available Online. Proposers, who do not have internet access, may request a copy of the tabulation by contacting the Town Clerk.

RESPONSIBLE OFFEROR: A contractor, business entity or individual which is fully capable to meet all of the requirements of the solicitation and subsequent contract, which possesses the full capability, including financial and technical, to perform as contractually required, and which must be able to fully document the ability to provide good faith performance.

RESPONSIVE OFFEROR: A contractor, business entity or individual which has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including requirements as to form and substance.

SCRUTINIZED COMPANY LIST – STATE OF FLORIDA REQUIREMENT: Florida Statutes § 287.135 and § 215.473 prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Florida Statutes § 287.135 and Florida Statutes § 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Florida Statutes § 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link: <https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

The company representative authorized to sign on behalf of the bidder/proposer, hereby CERTIFIES that the company identified as the Respondent is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. Authorized representative understands that pursuant to Florida Statutes § 287.135 and Florida Statutes § 215.473, the submission of a false certification may subject the Respondent company to civil penalties, attorney's fees, and/or costs.

Bidder/proposer understands and agrees that the Town may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false

certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

TAX EXEMPTIONS - The Town of Redington Beach is tax exempt. The Town of Redington Beach's tax-exempt number is 85-8012646296C3.

TIME FOR CONSIDERATIONS - Proposals will be irrevocable after the time and date set for the opening of Proposals and for a period of ninety (90) days thereafter.

TRADE SECRETS - The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

"Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret;
2. Of value;
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it

when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

However, the Town will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to Town solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency confidential. Thus, the mere designation of an entire submission as "confidential" will be insufficient to comply with this requirement.

While the Town will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, *prior to the submission of their materials* to the Town, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.

In the event any record is requested under the Public Records Act, procurement staff will consult with the Town's legal counsel and, if Town legal counsel agrees with the designation, the Town will assert the exemption and redact the relevant materials. If the Town's counsel disagrees with the designation, Town staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The Town notes that absent some unusual justification, a bidder's or proposer's contract price shall not constitute a trade secret.

SPECIAL CONDITIONS

PERFORMANCE BONDS: When the successful bidder delivers the executed Agreement to Town, it shall be accompanied by the Bonds, Insurance Certificates and Endorsements required by the Agreement.

SECTION II

AGENCY OVERVIEW

The Town of Redington Beach, Florida, is located on a barrier island in the Gulf of Mexico. We are bordered by North Redington Beach to the north, Madeira Beach to the south, the Intracoastal Waterway on the east, and the Gulf of Mexico on the west. Redington Beach is primarily a waterfront residential community. Redington Beach is a state-chartered municipality, located in Pinellas County, west of Tampa, Tampa Bay and St. Petersburg. Our town is approximately 1 square mile in size.

(Please visit our official web site, <https://www.townofredingtonbeach.com>)

BACKGROUND

The Town's current exclusive franchise agreement with Progressive Waste Solutions of Florida, Inc., a Delaware corporation (Service Provider) was entered into on September 2nd 2014. The initial term of the Agreement was for three years, commencing October 1st 2014, and concluding September 30th 2017. The agreement provided for one three-year extension, which the Town and Service Provider mutually agreed to implement.

Currently, the Service Provider provides exclusive collection of approximately 1017 residential accounts for solid waste, yard waste, bulky waste, electronic waste, white goods, tires and recyclable materials as well as commercial solid waste.

While the Town Code does allow for a franchise fee, the Town does not currently impose such a fee and does not seek to impose one through this RFP. As of August 31st 2020, the Town's Service Provider had approximately 1,017 active accounts. Each account has a minimum of 1 (one) solid waste container and 1 (one) recycle container which equals to approximately 2,034 containers. Containers are owned by residents, and the Town does not contemplate that model changing with the proposals it receives from this RFP. The current franchise agreement expires at midnight, Monday, November 30th 2020. See current franchise agreement (**Attachment 5**).

Current residential collection service includes the following:

- Once per week collection of solid waste in Town-provided and maintained 64-gallon containers.
- Once per week collection of single-stream recyclable materials in Town-provided and maintained 64-gallon containers.
- Once per week collection of yard waste, prepared in accordance with Town's Code of Ordinances.
- Once per week collection of bulky waste.
- On-call collection of white goods, electronic waste and tires.

Current Multi-dwelling collection service include the following:

- Collection of solid waste, from contractor-provided and maintained containers, at a frequency of no less than twice per week. Additionally, the Current Contractor provides weekly recycling services.

Current commercial collection service includes the following:

- Monday through Friday and (Saturday, if required by customer) automated collection of solid waste in contractor-provided and maintained containers.
- Collection of solid waste from containers at a frequency negotiated between the contractor and customer.

Current municipal collection services include the following:

- Twice per week collection of solid waste in Contractor-provided and maintained containers.
- Once per week collection of single-stream recyclable materials in contractor-provided and maintained containers.

Processing and disposal of all residential and commercial solid waste, yard waste, bulky waste, and recyclable materials collected pursuant to the Franchise Agreement is the responsibility of the Service Provider. Recyclable materials are required to be delivered to a licensed Material Recovery Facility (MRF)

The reported quantities (in tons) of solid waste, yard waste and recyclable waste collected from 2016 through 2018 are as follows:

YEAR	Solid Waste	Recycle	Yard Waste	Bulky Waste
2017	2,001 Tons	NotAvailable	*****	*****
2018	2,452.12 Tons	93.77 Tons	*****	*****
2019	2,333.39 Tons	89.75 Tons	*****	*****

The current residential and commercial fee schedules are provided in **Attachment 1**. Also, the current collection schedule and map are provided in **Attachment 2**.

The current residential service rates are as follows:

- The Town residents pay the Service Provider the rate of \$18.49 per active residential account per month, evaluated once per year and changed based on adjustments to the consumer price index and diesel index in **Attachment 3**.
- Residential customers currently pay the Service Provider \$18.49 per active account per month.

The current billing process is as follows:

- Residential account activation, termination, monthly billing, and collection of payment is completed by the Service Provider.
- The Service Provider directly bills its customers.
- Residential account information is maintained by the Service Provider, with reports of same being made available to the Town.
- Commercial and Multi-dwelling accounts are billed, serviced, and maintained by the Service Provider. The current statement of accounts is shown in **Attachment 7**.

The Current solid waste/recycle container process is as follows:

- Account activation, delinquency, or termination is received and processed by the Service Provider. The customers acquire and maintain their own solid waste and recycle containers.
- Each account activation requires a minimum of 1 (one) solid waste container and 1 (one) single-stream recycling container.
- Solid waste and recycling container cleaning are the responsibility of the customer.

SCOPE OF WORK

The Town of Redington Beach is requesting proposals from collectors for award of a Franchise Agreement to provide collection and transport services for single-family and multi-dwelling residential solid waste, recyclables, yard waste, bulky waste, white goods, electronic waste and tires; and, for commercial solid waste collected in individual containers, front-load containers/bins, and compactors Town-wide. The Collector shall comply with all federal, state, and local requirements and shall acquire and maintain all required permits and licenses.

This section describes the primary services to be provided by the selected Collector. Collectors may submit a draft franchise agreement with their proposal. While the Town will review such submittals, the Town's intention is to utilize its own form of agreement, which will be issued either contemporaneously with this RFP or as an addendum thereto.

A. Minimum Qualifications of Collector

The Town is seeking Collectors with the following experience:

1. A minimum of ten (10) years of experience providing solid waste collection services.
2. Has provided exclusive residential collection service, including solid waste, recyclable materials,

yard waste, bulky waste, white goods, electronic waste and tires in at least one jurisdiction with a population of 4,000.

3. Has provided exclusive commercial collection service in at least one jurisdiction in Florida.

B. Agreement Term and Franchise Fee

The Town intends to award an initial five (5) year contract to the successful Collector commencing on December 1st 2020 and terminating on November 30th 2025, with an option to renew for one additional five (5) year term at the discretion of the Town.

C. Residential Service Options

The Town is only requesting one base proposal as outlined below. In the proposal, the Collector will perform all billing and customer service functions.

Base Proposal: Collector will provide twice weekly automated curbside solid waste collection, once per week automated single-stream recycling collection, once per week manual collection of yard waste, and on-call pickup of special collection bulky waste, white goods and electronic waste (tires if necessary).

The Collector shall provide a solution for solid waste and recycle container service from single-family residences for residents who register with the Collector as physically disabled and unable, by virtue of their disability, to place their containers, bulky waste, white goods, and/or electronic waste at the collection point.

While side yard pickup is provided by the current service provider at customer request and as marked on the route sheet, the Town desires a proposal which limits side yard pickup (which can create delays in completing routes and on-premises injuries) to instances where such pickup is required due to a resident's disability, as documented through a side yard pickup service application administered by Collector. Collector may charge an additional fee for this service.

D. Collection Route Schedule and Maps

1. Collector shall include a proposed route schedule and map for residential services.
2. Collector shall describe the collection route schedule and maps.

E. Recycling Information

Pursuant to Florida Statutes § 403.706(22), the Town provides the following required information:

1. The strategy and obligation of the Town to reduce the amount of contaminated residential recyclable material being collected is to launch and maintain a rigorous and effective public information campaign to educate the public on the issue of contaminated recyclables and instruct the public on how to avoid depositing contaminated and other prohibited items in the recycling stream. Education vehicles will include a dedicated sub-page accessed directly from the town's website landing page; news items in the periodically issued town newsletter and Pinellas County Utilities UtiliTalk, and occasional inserts included in utility bills sent to all property owners in the Town. The educational material presented will present the information from the Pinellas County 2020 Recycle Guide: Are you recycling Right? As instructions on how to avoid depositing contaminated and other prohibited items in the recycling stream. The strategy and obligation of the Collector to reduce the amount of contaminated residential recyclable material being collected shall be set forth in Collector's Proposal and incorporated into the eventual contract.
2. The procedures for identifying, documenting, managing, and rejecting residential recycling containers, truck loads, carts, or bins that contain contaminated recyclable material will be that the Collector shall have the right to inspect recycle bins and to decline to remove any or all of the contents thereof if the Collector detects non-recyclable material therein. The Collector's Proposal must set forth the process it intends to use for documenting each instance where it rejects a recycle bin due to contaminating contents, and for subsequently reporting repeat violators to the Town for

appropriate code enforcement action.

3. The remedies authorized by the Town to be used if the Collector determines that a container, cart, or bin contains contaminated recyclable material are, first, customer education to be provided by the Collector in the form of written documentation, telephonic customer service interaction, and when useful in person interactions between a customer and Collector's field supervisors. In addition, Collector may propose reasonable and appropriate customer fees to defray the costs associated with these efforts. Repeat violators may also be referred to the Town Code Enforcement Officer for potential issuance of citations for violation of the Town's solid waste code.
4. The education measures that will be used to reduce the amount of contaminated recyclable material shall be those proposed by the Collector and approved by the Town, which must include at a minimum written materials provided to each current and new customer specifically setting forth what materials are, and are not, approved to be placed in a recycle bin, as well as the posting of this information on the Town's and Collector's websites. The enforcement measures to be used to reduce the amount of contaminated recyclable material within the Town are those set forth in paragraph 3 above.
5. The Collector shall propose in its Proposal a definition of the term "contaminated recyclable material" (recyclable material that is comingled or mixed with solid waste or other nonhazardous material) that it believes is appropriate for the local community in light of the prevailing market for the processing of such materials.

F. Town Facilities Service

1. The Collector shall provide, at no cost to the Town, collection of solid waste and recycling which is generated at property owned, leased, rented, and controlled by the Town.
2. The Town shall provide all bins, containers, dumpsters, and roll-off containers necessary to provide these facilities solid waste and recycling services. A list of Town facilities collection locations is available in **Attachment 4**. Collector shall also provide service to any new Town facilities added after the publication of this Request for Proposals.
3. The Collector shall provide, at no cost to the Town, collection of solid waste and recycling which is generated at one (1) Town annual event: Independence Day Celebration held in July at a location designated by the Town.

G. Commercial Service

1. Commercial solid waste collection shall be provided in the most efficient manner not less than once per week and at a greater frequency if required to protect the public health. If collection is more than once per day, the Collector may charge customer for extra collection.
2. Inasmuch as Florida Statutes § 403.7046 and § 403.713 prohibit local governments from restricting the flow of recovered materials for recycling, Collector will not be granted the exclusive right to collect commercial recyclable materials. The collection, transport, and disposal of certain recovered materials for recycling from commercial establishments and businesses shall be an "open market" and non-exclusive to the Collector.
3. While the Town presently addresses recycling, the Collector shall assist the Town with the development and periodic refinement of its commercial recycling program for commercial establishments and businesses.

H. Multi-Dwelling Service

Multi-dwelling solid waste collection shall be provided to multi-dwelling residential units in the most efficient manner with twice weekly solid waste collection, once per week single-stream recycling collection, once per week yard waste collection, and once per week pickup of special collection bulky waste, white goods and electronic waste (tires if necessary).

I. Yard Waste Service

Yard waste collection shall be provided not less than one (1) time per week. There shall be no limit to the quantity of yard waste that will be collected from each residence so long as the yard waste is prepared in accordance with the Town Code and Collector's published preparation rules.

J. Bulky Waste, White Goods, Electronic Waste and Tires Services

1. Collector shall provide on-call curbside collection of bulky waste (including move-out piles on all public right-of way), white goods, electronic waste, and tires. Collector shall process and dispose of all bulky waste and white goods in accordance with all applicable laws.
2. Collector shall make good efforts to maximize the recycling of collected materials. Collector shall transport collected materials that cannot otherwise be recycled to the designated disposal site.
3. Services shall be provided to all residential premises, including multi-dwelling residences, at no additional cost to the residents or Town. Notwithstanding, Collector may charge for Freon removal from Freon-containing appliances.
4. Collector shall ensure pick-up of bulky waste, white goods, electronic waste and tires within three (3) business days of the "on-call" request from the address by which the bulky waste, white goods, electronic waste and/or tires was set out or reported by a wheel out resident.
5. Collector shall provide collection for four (4) tires per year to each single-family residence.

K. Construction and Demolition Debris Services

1. Collector has the right, but not the exclusive right, to collect construction and demolition debris. The collection of construction and demolition debris shall be performed in conformance with all standards adopted by the Town Commission by ordinance or resolution.
2. Collector may provide these services at competitive rates that shall not be controlled by the Franchise Agreement.
3. Residential residents may place small amounts of containerized C&D debris resulting from minor home improvement projects in their containers as part of regular residential collection service.

L. Hazardous Waste Notifications and Procedures

1. The collection, transportation and disposal of hazardous waste designated by OSHA in accordance with 40 C.F.R. Part 261 *Identification and Listing of Hazardous Waste*, and any materials specified in 40 CFR Part 262 as specifically beyond this scope of work. Collector shall take all reasonable steps necessary to prevent hazardous waste from being collected, transported, or disposed of by Collector, including by educating customers. A Hazardous Waste list found in **Attachment 6**.
2. Collector shall provide a tag for which containers contain hazardous waste and shall keep a record of all residents who have received a tag for depositing hazardous waste items. The tag shall notify the resident where the waste items contained therein may be properly disposed.
3. Collector shall notify all agencies with jurisdiction, including local emergency response providers, and if appropriate, the National Response Center, of reportable quantities of hazardous waste, found or observed by Collector anywhere within the Town, including on, in, under or about Town owned property and Town waste containers. In addition to other required notifications, if Collector observes any substances which it or its employees reasonably believe or suspect to contain hazardous waste unlawfully disposed of or released on Town owned property, including but not limited to streets in the Town, storm drains, or public rights of way, Collector also shall immediately notify the Town.

4. Collector shall not be responsible for collection and disposal services for bio-hazardous waste, biological waste, hazardous waste, sludge, and special waste. However, to the extent qualified and licensed, Collector may contract with persons and entities within the service area, along with other qualified and licensed contractors, to provide for such collection and disposal services. Collector shall directly bill such persons and entities for such services at a rate mutually agreed on between Collector and such persons and entities.

M. Emergency Response

1. The Town has a separate debris recovery and removal contract which at its sole discretion can be initiated and utilized in the event of a declared disaster.
2. The Town reserves the right to negotiate with the awarded vendor for collection of emergency/natural disaster debris. The Town agrees that it shall pay the Collector for such additional services in an amount mutually agreed upon by the Town and the Collector, provided the Town has authorized such work in advance. Collector in turn must agree to create and maintain records sufficient for the Town to seek reimbursement from FEMA where such reimbursement becomes available.
3. Nothing in this agreement shall exclude the Town from using its own workforce and equipment, or other contractors, for removal of debris or solid waste after such disaster event.

N. Containers for Residential Services

1. The Town's model of solid waste collection surrounds individual customer ownership of solid waste containers. Therefore, Collector shall not be responsible for providing residential containers.
2. If, in the future, the Town determines that it is in the best interests of the Town and its residents to migrate to a model wherein the Collector provides standardized containers, Collector shall have the opportunity to negotiate an amendment to the Agreement addressing that transition.

O. Residential Billing

1. Currently the Service Provider bills solid waste customers through its own billing system. Collector is expected to perform billing services under the awarded contract. Collector shall describe their policies and procedures to be used for billing services.
2. Collector shall include a description of proposed non-payment procedures. Periodic billing and delinquent reports shall be submitted to the Town both to allow for Collector's performance and to enforce Town Code with respect to collections.

P. Transition Plan

1. Collector shall describe its proposed strategies to ensure a smooth transition from current Service Provider (assuming the Collector proposing is not also the current Service Provider) to the successful Collector.
2. The proposed transition plan is of critical importance to the Town. In the transition plan, Collector must describe the following:
 - i. Proposed transition plan must meet or exceed the current level of service for solid waste and recycling services currently provided.
 - ii. Individual or group of individuals that will oversee the execution of the transition plan.
 - iii. Overall schedule for the transition.

Q. Index Price Adjustments

The relative price or market index to be used for CPI adjustments shall be based on the annual Consumer

Price Index for All Urban Consumers (SPI-U) for the South Region as published by the Bureau of Labor Statistics, U.S. Department of Labor for the period for changes in which the CPI will be measured from the average of the twelve (12) month period ended March 31, 2021 and every March 31st thereafter, compared to the average of the previous twelve (12) month period.

R. Value Added Elements

Town desires a partnership that will support sustainability, education and community building initiatives. Collector shall provide a description of the initiatives they can offer the Town with their proposal. Proposers will provide a written response to the following items:

1. Green/Environmentally friendly initiatives - both related to internal operations and external service provisions.
2. Describe your current recycling program and identify any strategies being implemented to strengthen and improve successful recycling to reduce landfill impacts.
3. Public Outreach/Communication/Education – include a marketing plan with schedule for outreach, including strategies for community-wide reduction of single stream recycling contamination.
4. Examples of past community improvement and engagement events.

S. General

1. The Successful Proposer will appoint one of their employees as the key contact for approval by the Town's Mayor.
2. It is the Town's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this RFP, will include the entire effort required of the proposer to provide the service described.

SECTION III

REQUEST FOR PROPOSAL TIMELINE

The **anticipated** schedule for this RFP is as follows:

Proposal Issue Date	09/14/2020
Pre-Proposal Conference	N/A
Deadline for Questions	09/28/2020 at 3 pm
Submission Deadline (RFP close date)	10/05/2020 at 3 pm
RFP Opening Date	10/05/2020 at 3 pm
Short List Created	NLT 10/12/2020
Interviews/Presentations, if needed	10/16//2020
Final Selection	10/19/2020
Commission Consideration to negotiate	10/21/2020
Commission Consideration to award	11/04/2020
Contract Award	12/01/2020

EVALUATION PROCEDURE

All proposals will be subject to a review and evaluation process. It is the intent of the Town that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The Town will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP which are pertinent to the understanding and evaluating of the proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews (if requested). A score of 0 is the least favorable and a score of 5 is the most favorable in all sections. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

The Proposer's response will be scored by Committee members in accordance with the following scale:

Description
0= No information provided for the specific criteria. Proposer failed to address the criteria. No documentation was provided.
1= "Poor" : Proposal is lacking or inadequate in most basic requirements for the specific criteria.
2= "Below Average" : Proposal meets many of the basic requirements for the specific criteria, but is lacking in some essential aspects.
3= "Average" : Proposal adequately meets the minimum requirements of the specific criteria, and is generally capable of meeting the Town's needs.
4= "Above Average" : Proposal more than adequately meets the minimum requirements of the specific criteria and exceeds those requirements in some respect.
5 = "Excellent" : Proposal exceeds the minimum requirements in most aspects of the specific criteria.

NOTE: The Committee members' score times the "weighted value" assigned to the different sections listed here equals the total score for that section. (EXAMPLE: Maximum score of 5 X's weighted value of 10 = Maximum of 50-Points).

Proposers submitting the required criteria will have their proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost and location will not be assigned by the evaluation committee.

During the evaluation process and at the sole discretion of the Town, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the Town in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the Town may have on a proposer's submittal. After written clarification is completed, the Committee members will have an opportunity to revise their individual scores for the non-price factors.

CRITERIA

Proposers shall include the following information in their written response document.

- Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.
- Submit packages in the format outlined below.
- Submittals should be concise and provide only the information requested. Additional data will not be considered.

Title Page: (Non-scored)

Title Page shall show the request for proposal's subject, title and proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

Tab 1 - Transmittal Letter: (Non-scored)

The response shall contain a cover letter signed in blue ink by a person who is authorized to commit the offeror to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP.

Tab 2 – Completed Forms: (Non-scored)

- Proposer's Information Form (page-1)
- Check List of Submittal Requirements (pages 2)

Tab 3 - Table of Contents: (Non-scored)

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Tab 4 – Summary of Qualifications: (maximum 5 x 2 = maximum 10 points)

- Provide evidence of a minimum of 10 years' experience providing solid waste collection services;
- Provide evidence of having exclusive residential collection service including solid waste, recyclable materials, yard waste, bulky waste, white goods, electronic waste and tires, to at least one community with a minimum residential population of 4,000;
- Provide evidence of having exclusive commercial collection service in at least one Florida jurisdiction;
- Provide a brief discussion about Collector's business history and current purpose/function in the marketplace.
- Indicate specifically the members of the firm who will have primary responsibility for the Town's contract and provide a brief resume for each. Also indicate all key individuals, and their tasks and/or areas of expertise.

Tab 5 – Project Approach / Methodology: (maximum 5 x 3 = maximum 15 points)

- Provide a proposed route schedule and map for residential services;
- Provide a detailed description of how your collection route schedule shall run; include maps;
- Describe your commercial recycling program;
- Describe your approach to multi-dwelling residential unit collection of solid waste and recycling;

- Provide your procedure for tagging of hazardous waste; include your process to notify citizens;
- Provide your procedure for notifying applicable government agencies of reportable quantities of hazardous waste found or observed by you anywhere within the Town; including on, in, under or about Town-owned property and Town waste containers;
- Describe in detail your process to transition billing from the current Service Provider (unless proposal is from that Provider); provide your process for non-payment procedures;
- Provide a list of standard reports that will be available to the Town;
- Provide your response to Section Q – Value Added Elements;
- Any deviations from scope of work requirements will be discussed in this section.

Tab 6 – Transition Plan: (maximum 5 x 8 = maximum 40 points)

- Describe in detail your transition plan if you are not the current Service Provider. At a minimum, include the following:
 - Your proposed strategy to ensure a smooth transition;
 - Your strategy to meet or exceed the current level of service;
 - Identify the group of individuals who will oversee the execution of the transition plan; provide a brief resume for each;
 - Provide a timeline for the transition.

Tab 7- Proposed Cost: (maximum 35 points)

All costs associated with delivering the requested services shall be detailed in the format requested in this RFP.

- Base Proposal plus sum of all other groups (multi-dwelling and commercial)

Points for cost will be considered separately for each of the two Categories (base or alternate proposal) so Town staff can recommend the category and Collector that best meet the needs of the Town.

Calculation of points for cost will be completed as described in the following EXAMPLE for each category. Lowest Cost Proposed with a weighted multiplier of 35% of an available 100% total value (35-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTAL POINTS ASSIGNED
Company #1	\$100,000.00	\$100,000.00	100.0%	35	35.00
Company #2	\$108,000.00	\$100,000.00	92.6%	35	32.41
Company #3	\$120,000.00	\$100,000.00	83.3%	35	29.17

Tab 8 - Additional Required Proposal Submittal Forms: (Non-scored)

Identical Tie Proposal Sheet (if applicable); Proposer’s Insurance Requirements Acknowledgement; Business Tax Receipt; Non-Collusion Affidavit; Corporate Resolution (if applicable), Vendor Certification Regarding Scrutinized Companies Form; Collector’s proposed Franchise Agreement (Note any proposed agreement will be given consideration, but the Town intends to utilize its own form of Agreement as has either been issued at the same time as this RFP at **Attachment 8**, or which will be provided shortly thereafter by addendum to **Attachment 8**).

Tab 9– References (Non-scored)

Provide a listing of three (3) comparable client references that are using the company’s services. (NOTE: The Town may, at its sole discretion, require a complete list of customers from proposer(s) being considered for award.) At its discretion, the Evaluation Team may request and tabulate written references and make a report to the Team or assign a Team member to do so. Reference checks are typically completed on the short-listed firms only; however, the Town reserves the right to expand reference checks to other firms or during other phases of the evaluation process. Consideration of responses received from reference checks may be given during the final selection process.

SELECTION PROCESS

In general, the Town wishes to avoid the expense to the Town and to proposers of unnecessary oral interviews. Therefore, the Town will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, a short-list will be developed. The selection committee will conduct discussions with the short-listed firms. The committee will recommend a ranking to the Town Commission, which will make all final ranking and selection decisions.

Formal Oral Presentations/Interviews (If Requested) (maximum 5 X 2 = maximum 10 points)

The Town may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the Town chooses to allow oral interviews and/or presentations, such interviews or oral presentations are exempt from Public Meeting requirements.

The Town Clerk will establish the schedule and proposers will be notified within a reasonable time period (generally 7-calendar days) in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications.

The Town will allot equal time for each proposer divided into three sequential parts: formal presentations, questions and answers, and discussion. Oral interviews/presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

Final Ranking and Recommendation for Award

After Oral Presentations/Interviews, the Committee members will have the opportunity to score oral presentations/interviews for all selected proposers and determine a final ranking of proposers considered to be most capable of performing the required project in the best interest of the Town.

The Committee's final ranking will be provided to the Town Clerk. Additional clarification may be requested during this process. The Clerk will send the Evaluation Team's recommendation and results to the Department Director primarily responsible for review and consent. The Clerk will then provide the final recommendation to the Town Commission, the decision of which will be final.

SECTION IV

Pricing Form And Required Documentation

PROPOSAL FORM
RFP NO. 2020-01, SOLID WASTE AND RECYCLING SERVICES SHEET 1
OF 5

The undersigned declares that, after examining the Proposal Documents for the above referenced project, she/he does hereby submit a response to the proposal and warrants that:

- a. She/He is an officer of the company.
- b. She/He is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- c. She/He has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.
- d. If the proposal is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any contract terms mutually agreed-upon by the Town and the Proposer.

In submitting this Proposal, Proposer represents as more fully set forth in the agreement, that Proposer has examined copies of all the contract Documents and of the following Addenda:

Addendum No: _____ Dated: _____ Addendum No: _____ Dated _____
 Addendum No: _____ Dated: _____ Addendum No: _____ Dated _____

The Town desires to enter into this Agreement only if in so doing the Town can place a limit on the Town's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into an Agreement with the knowledge that the Contractor's recovery from the Town to any action or claim arising from such Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the Town to Contractor pursuant to such Agreement. Nothing contained in this paragraph or elsewhere in such Agreement is in any manner intended either to be a waiver of the limitation placed upon the Town's liability as set forth in Florida Statutes § 768.28, or to extend the Town's liability beyond the limits established in said Section; and no claim or award against the Town shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the Town from taking corrective action against the Contractor.

_____	_____
Authorized Signature	Company
_____	_____
Printed Name & Title	Telephone Number
_____	_____
Date	E-mail Address

PROPOSAL FORM
RFP NO. 2020-01, SOLID WASTE AND RECYCLING SERVICES SHEET 2
OF 5

The number of households listed below for Residential Services will be used solely to compare one proposal to another and is not an indication of actual number of households being serviced.

RESIDENTIAL – CATEGORY 1

Description of Services	# of Households	Monthly Fee	Total Monthly Service Fee
	'A'	'B'	'A' times 'B'
<u>BASE PROPOSAL</u> <ul style="list-style-type: none"> ▪ Solid Waste Collection 2x/week ▪ Recycling 1x/week ▪ Yard Waste 1x/week ▪ On-Call Bulky Waste, White Goods, Electronic Waste ▪ Tires (4 per year) 	41,000	\$	\$

MULTI-DWELLING SERVICE

Description of Services	# of Dwellings	Monthly Fee	Total Monthly Service Fee
	'A'	'B'	'A' times 'B'
<ul style="list-style-type: none"> ▪ Solid Waste Collection 2x/week ▪ Recycling 1x/week ▪ Yard Waste 1x/week ▪ On-Call Bulky Waste, White Goods, Electronic Waste ▪ Tires, if necessary 	48	\$	\$

Collector Name _____

PROPOSAL FORM
RFP NO. 2020-01, SOLID WASTE AND RECYCLING SERVICES SHEET 3
OF 5

NOTE: The Town reserves the right to negotiates other sizes / frequencies with the awarded Collector.

COMMERCIAL – FEL Business Container

Description of Services

Monthly Fee

Collector Name _____

PROPOSAL FORM
RFP NO. 2020-01, SOLID WASTE AND RECYCLING SERVICES SHEET 4 OF
5

NOTE: The Town reserves the right to negotiates other sizes / frequencies with the awarded Collector.

COMMERCIAL – FEL Multi-Family Containers

Description of Services **Monthly Fee**

COMMERCIAL CART SERVICE

Description of Services **Monthly Fee**

**PROPOSAL FORM
RFP NO. 2020-01, SOLID WASTE AND RECYCLING SERVICES SHEET 5
OF 5**

NOTE: The Town reserves the right to negotiate other sizes / frequencies with the awarded Collector.

ROLLOFF OPEN TOP

Description of Services

Monthly Fee

Authorized Signature

Company

Printed Name & Title

Date

REFERENCES

Provide a minimum of three references for which the collector is currently providing the types of requested services (or have provided within the last 8 years). One reference must be for a residential jurisdiction with at least 4,000 residents. One reference must be from a commercial client in Florida.

1. Company Name _____
 Contact Name and Title _____
 Address _____
 Phone Number _____ E-Mail Address _____
 Length of contract or business relationship: Start Date _____ End date _____
 Contract Value \$ _____
 Description of work provided on this contract _____

2. Company Name _____
 Contact Name and Title _____
 Address _____
 Phone Number _____ E-Mail Address _____
 Length of contract or business relationship: Start Date _____ End date _____
 Contract Value \$ _____
 Description of work provided on this contract _____

3. Company Name _____
 Contact Name and Title _____
 Address _____
 Phone Number _____ Email: _____
 Length of contract or business relationship: Start Date _____ End date _____
 Contract Value \$ _____
 Description of work provided on this contract _____

IDENTICAL TIE PROPOSALS

The Town elects to adopt, for purposes of this RFP, the requirement set forth in Florida Statutes § 287.087, which requires state agencies and political subdivisions to provide preference, in the event solicitation responses are equal/undistinguishable, to businesses with drug-free workplace programs. Therefore, whenever two or more proposals that are equal with respect to price, quality, and service, are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. The Town's procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- 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 be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, 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, I certify that this firm complies fully with the above requirements.

Authorized Signature

Company

Date

**TOWN OF REDINGTON BEACH
PROPOSER’S INSURANCE REQUIREMENTS ACKNOWLEDGEMENT
RFP 2020-01, SOLID WASTE AND RECYCLING SERVICES**

STANDARD INSURANCE REQUIREMENTS

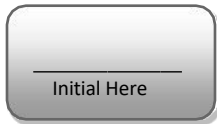
Before starting and until acceptance of the work by the Town, the Awarded Proposer shall, as a minimum mandatory condition precedent to this work, procure and maintain insurance of the types and to the limits specified below, at their own expense and without cost to the Town, until final acceptance by the Town of all products or services covered by the purchase order or contract. The policy limits required are to be considered minimum amounts.

The Certificate of insurance shall be made to the Town of Redington Beach, 105 164th Avenue, Redington Beach FL 33708, and should reference the operation.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the Town of Redington Beach.

Minimum coverage with limits and provisions are as follows:

- A. Commercial General Liability: The Successful Proposer shall provide minimum limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products, completed operations, contractual liability, specifically confirming and ensuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the Town of Redington Beach and shall name the Town of Redington Beach as an additional insured with waiver of subrogation noted on the Certificate of Liability. The policy of insurance shall be written on an “occurrence” form.
- B. Business Automobile: Successful Proposer shall provide minimum limits of liability of \$5,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
 - Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C. Umbrella/ Excess Liability: Successful Proposer shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers Liability. *This coverage is optional if Successful Proposer has \$2,000,000 General Aggregate under the Commercial General Liability Policy. **
- D. Workers' Compensation: The Successful Proposer shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Exemption certificates to this requirement are not acceptable. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the Town of Redington Beach MUST be included on that PEO roster. Said policy must include Employers' Liability insurance with limits of no less than:
 - Each Accident \$ 100,000.00
 - Disease – Policy Limit \$ 500,000.00
 - Disease – Each Employee \$ 100,000.00



Successful Proposer shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

Other Insurance Provisions: The Town of Redington Beach is to be specifically included on all certificates of insurance as a named additional insured (with exception to Workers Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clause – Successful Proposer to declare self-insured retention or deductible amounts.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Proposer to ensure that all subcontractors comply with the same insurance requirements spelled out above. The Town may request a copy of the insurance policy according to the nature of the project. Town reserves the right to accept or reject the insurance carrier.

Authorized Signature

Company

Printed Name & Title

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

_____, being duly sworn, deposes and says that:

- (1) He/she is _____ of _____,
Title Firm/Company
the Proposer that has submitted the attached Proposal.
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.
- (3) Such Proposal is genuine and is not a collusive or sham Proposal.
- (4) Neither the said Proposer nor any of its officers, 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 Proposer, firm or person, to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the Town of Redington Beach, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached Proposal 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)

(Serial Number)
(Notary's Seal)

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Vendor Name: _____

Vendor FEIN: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Address: _____

City, State and Zip Code: _____

Phone Number: _____

Email Address: _____

Florida Statutes § 287.135 and § 215.473 prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Florida Statutes § 287.135 and § 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:
<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Florida Statutes § 287.135 and § 215.473, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the Town may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Authorized Signature

Print Name

Signature

Attachment 1 – Current Fee Schedule

Town of Redington Beach Pricing
Effective 10/1/2020 through 11/30/2020

Solid Waste, yard Waste and Recycling

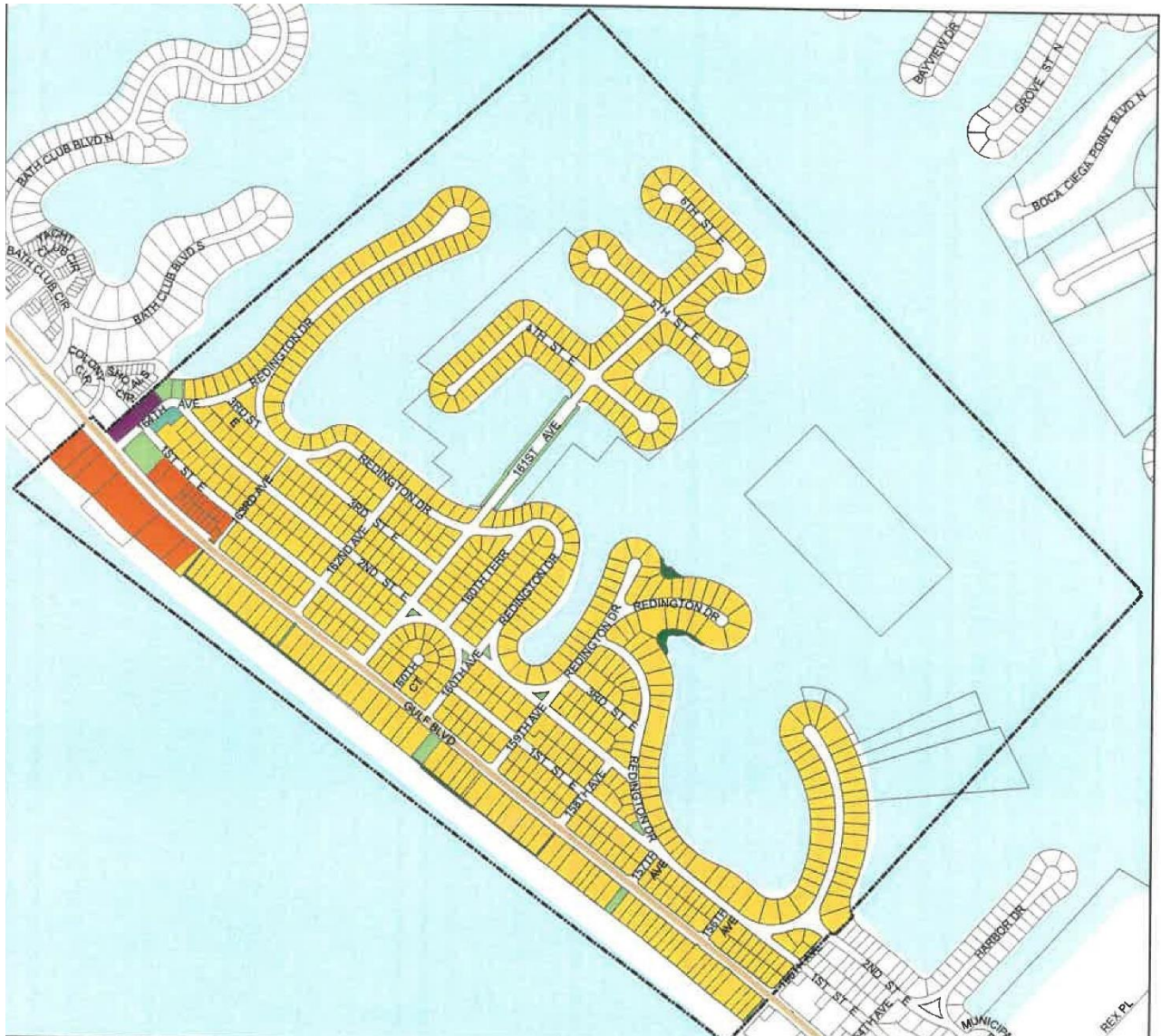
- A. Can Service: Residential Rate: \$18.49 (Monthly Rate)
 Condo Rate: \$9.87 (Monthly Rate)
- B. Commercial:

Size	1x/week	2x/week	3x/week
2-yd	\$ 59.75	\$ 107.69	\$ 155.66
3-yd	\$ 75.35	\$ 136.10	\$ 196.90
4-yd	\$ 90.33	\$ 163.91	\$ 237.48
6-yd	\$ 120.44	\$ 219.65	\$ 318.86
8-yd	\$ 150.99	\$ 268.79	\$ 400.08

- C. Compactor Service (Charge per pull \$147.29 plus disposal cost.)
- D. Roll Off
 \$162.20 Per Haul
 \$120.20 Delivery
 \$6.00 Daily rental
- E. Roll off Containers for Hurricanes
 \$177.38 plus disposal
 Note: hurricane roll-offs are one source bill to town

Attachment 2 – Current Collection Schedule and Map

Collection of solid waste is on Tuesdays and Fridays, with recycling on Wednesdays.



Attachment 3 – Sample Index Price Adjustments**CPI for All Urban Consumers (CPI-U)****Original Data Value**

Series Id: CUUR0000SA0
Not Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, not
Area: U.S. city average
Item: All items
Base Period: 1982-84=100
Years: 2015 to 2020

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101				

Attachment 4 – City Facilities Location

The town facilities location is located on 1st Street next to Town Park. The location of the Town Park is between 1st Street E and Gulf Blvd on 164th Avenue.

Attachment 5 – Current Franchise Agreement**FIRST AMENDMENT TO FRANCHISE AGREEMENT FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS FROM RESIDENTIAL, COMMERCIAL AND INDUSTRIAL UNITS IN THE TOWN OF REDINGTON BEACH, FLORIDA**

THIS FIRST AMENDMENT to the *Franchise Agreement For The Collection, Hauling, Recycling And Disposal Of Municipal Solid Waste And Recyclable Materials From Residential, Commercial And Industrial Units In The Town Of Redington Beach* (the Agreement), is made and entered into by and between the Town of Redington Beach, Florida, a Florida municipal corporation (the Town), and Progressive Waste Solutions of Florida, Inc., a Delaware corporation (Service Provider).

WHEREAS, the Town and Service Provider entered into the Agreement on September 2nd 2014; and

WHEREAS, the initial term of the Agreement was for three years, commencing October 1st 2014 and concluding September 30th 2017; and

WHEREAS, section 11 of the Agreement allowed for up to one three-year extension which the Parties mutually agreed to implement; and

WHEREAS, the term of this additional extension will expire on September 30th 2020; and

WHEREAS, section 4(d)(2) and (8) of the Executive Order 20-52 of the Florida Governor has authorized Florida municipalities to waive normal procedures and formalities otherwise associated with entering into contracts and expending public funds as necessitated by the impacts of the current COVID-19 pandemic; and

WHEREAS, the Town's Board of Commissioners has determined that, in advance of issuing a Request for Proposals (RFP) for solid waste and recycled materials services and negotiating a successor agreement to the current Agreement, it would be in the Town's best interests to consider and adopt an updated chapter of the Town Code concerning solid waste and recycled materials regulations; and

WHEREAS, the Town's Board of Commissioners has further determined that the pandemic's staffing and logistical impacts have delayed the Town's ability to develop, consider and adopt the necessary Code amendment and to develop and issue the associated RFP such that an extension of the current Agreement is necessary; and

WHEREAS, the Service Provider has agreed to extending its current Agreement with the Town in order to allow the Town to complete the Code update and RFP process.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

1. The term of the Agreement is hereby extended until midnight, Monday, November 30th 2020.
2. Beginning on October 1st 2020, Service Provider shall be entitled to increase the rates stated in section 8 of the Agreement, as have previously been adjusted pursuant to section 9 of the Agreement, by ten percent.
3. Notwithstanding the actual date(s) of execution, this First Amendment shall become effective at 12:01 a.m. on October 1st 2020.
4. All other terms and conditions contained in the Agreement shall remain in force and effect.

The Parties hereto have caused this First Amendment to be adopted and executed by their respective authorized representatives.

Progressive Waste Solutions of Florida, Inc.

Town of Redington Beach, Florida

By: _____

Hon. James N. Simons, Jr.

Print Name: _____

Title: _____

Attachment 6 – Definition of Special Waste**Definition of Special Waste**

Any waste meeting one or more of the descriptions that follow is a "special waste":

- a) Chemical waste from a laboratory. (This is limited to discarded containers of laboratory chemicals, lab equipment, lab clothing, and debris from lab spills or cleanup and floor sweepings.)
- b) Articles, equipment, and clothing containing or contaminated with polychlorinated biphenyls (PCB's). (Examples would be: PCB capacitors or transformers, gloves or aprons from draining operations, empty drums that formerly held PCB's, etc.)
- c) PCB drainings and flushings removed from PCB articles and placed directly into transport containers.
- d) "Empty" containers of waste Commercial products or chemicals. (This applies to a portable container which has been emptied, but which may hold residuals of the products or chemical. Examples of such containers are: portable tanks, drums, barrels, cans, bags, liners, etc. A container shall be determined RCRA "empty" according to the criteria specified at 40 C.F.R. § 261.7).
- e) Asbestos containing waste from building demolition or cleaning. (This applies to asbestos-bearing waste insulation materials, such as wall board, wall spray coverings, pipe insulation, etc.)
- f) Commercial products or chemicals: Off-specification, outdated, contaminated or banned. (This also includes products voluntarily removed from the marketplace by a manufacturer or distributor, in response to allegations of adverse health effects associated with product use.)
- g) Residue and debris from cleanup of spills or releases of a single chemical substance or commercial product or a single waste which would otherwise qualify as a miscellaneous Special Waste.
- h) Infectious waste (Any waste from a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, university medical laboratory, etc., that is contaminated with, or may be contaminated with, an infectious agent that has the potential of inducing infection.)
- i) Animal waste and parts from slaughterhouses or rendering plants.
- j) Waste produced by the mechanical processing of fruit, vegetables or grain. (This includes such wastes as rinds, hulls, husks, pods, shells and chaff.)
- k) Pumpings from septic tanks used exclusively by dwelling units. (Single-family homes, duplexes, apartment buildings, hotels or motels.)
- l) Sludge from a publicly owned sewage treatment plant serving primarily domestic users.
- m) Grease trap wastes from residences, restaurants, and cafeterias not located at Industrial facilities.
- n) Wash water wastes from commercial car washes.
- o) Wash water wastes from commercial laundries or laundromats.
- p) Chemical-containing equipment removed from service. (Examples: Cathode ray tubes, batteries, fluorescent light tubes, etc.)
- q) Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the process.
- r) Closed cartridge filters from dry cleaning establishments. (Such filters being used to filter used dry-cleaning fluids or solids.)

- s) Containerized Waste. To include, but not limited to, a drum, barrel, or portable tank.
- t) Waste transported in a bulk tanker.
- u) Liquid Waste. For purposes of this paragraph, liquid waste means any waste material that is determined to be or contain "free liquid" by the paint filter test (EPA Method 9095).
- v) Sludge Waste.
- w) Waste from an industrial process. Waste which requires special handling.
- x) Waste from a pollution control process.
- y) Residue or debris from the cleanup of a spill or release of chemical substances, Commercial products, or wastes listed in paragraphs (s) through (x) of this list.
- z) Soil, Water, Residue, or Debris. Articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in paragraph (s) through (y) of this list.
- aa) Residential Wastes. Only if a rule issued pursuant to Chapter 403, Florida Statutes, or a change in law, statute, regulation, rule, code, ordinance, permit, or permit condition, occurs after the Effective Date of the agreement, requiring additional material management that differs from the requirements applicable on the Effective Date.
- bb) Waste Tires from a Commercial establishment.

The disposal of all items defined as Special Waste is the responsibility of the property owner.

Attachment 7 – Current Commercial & Multi-Dwelling Account Costs

Commercial:

2-yr	\$ 59.75	\$ 107.69	\$ 155.66
3-yr	\$ 75.35	\$ 136.10	\$ 196.90
4-yr	\$ 90.33	\$ 163.91	\$ 237.48
6-yr	\$ 120.44	\$ 219.65	\$ 318.86
8-yr	\$ 150.99	\$ 268.79	\$ 400.08

Attachment 8 – Town Franchise Agreement Form

Not Applicable