



TOWN OF MALABAR, FLORIDA

REQUEST FOR PROPOSALS

**RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR
SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE
COLLECTION SERVICES**

RFP #2021-01

Publication Date:	Tuesday, July 13, 2021
Mandatory Pre-Proposal Meeting	Tuesday, July 27, 2021, 2:00 pm
Deadline for Written Questions	Tuesday, August 3, 2021, 2:00 p.m.
Addenda Response to Questions	Monday, August 9, 2021
Proposal Due Date:	Tuesday, August 17, 2021, 3:00 pm
Proposal Opening Date:	Tuesday, August 17, 2021, 4:00 pm
Committee Discussion & Proposal Rank Tentative Date for	Tuesday August 31, 2021, 10:00 am
Clarification/Presentation	Tuesday, September 7, 2021
Final Rank and Town Manager Recommendation	Friday, September 10, 2021
Tentative Town Council Award Date	Monday, September 20, 2021

**Town of Malabar Point of Contact:
Lisa Morrell, Interim Town Manager
Malabar Town Hall
2725 Malabar Road
Malabar, Florida 32950
(321) 727-7764
lmorrell@townofmalabar.org**

Town of Malabar
2725 Malabar Road
Malabar, Florida 32950

TOWN OFFICIALS

Patrick T. Reilly, Mayor

Marisa Acquaviva, District 1, Council Member

Brian Vail, District 2, Council Member

Steve Rivet, District 3, Council Member

David Scardino, District 4, Council Member

Danny White, District 5, Council Member

Lisa Morrell, Interim Town Manager

Matthew Stinnett, Town Manager

Debby Franklin Town Clerk

Karl W. Bohne, Jr., Town Attorney

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CONTRACT DATA

Contract Title: Residential & Commercial Franchise Agreement for Solid Waste, Recycling,
Yard Waste, And Bulk Waste Collection Services

Contract Number: RFP #: 2021-01

Contract Owner: Town of Malabar

Contract Address: 2725 Malabar Road
Malabar, FL 32950

Designated Contract Manager:

Lisa Morrell, Interim Town Manager
Matthew Stinnett, Town Manager
Town of Malabar
2725 Malabar Road
Malabar, FL 32950
Phone: 321-727-7764
Fax: 321-727-9997

PUBLIC NOTICE OF REQUEST FOR PROPOSALS

The Town of Malabar, Florida, hereinafter referred to as Town, will receive sealed proposals at the Town Manager's Office, Town of Malabar, 2725 Malabar Road, Malabar, Florida, 32950 until Tuesday, August 17, 2021, at 3:00 pm., RFP#. 2021-01 Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste Collection Services will be publicly opened on Tuesday, August 17, 2021 at 4:00 pm.

The Town is soliciting proposals from responsive and responsible proposers for award of an exclusive franchise agreement to provide the following services:

- 1) Collection and disposal of residential solid waste, recyclable materials, yard waste and bulk waste.
- 2) Collection and disposal of commercial solid waste and recyclable materials.
- 3) Collector provided cart/container program for residential and commercial customers.
- 4) Collector provided customer service and billing services for residential and commercial customers.

The RFP can be obtained through DemandStar, downloaded from the Town of Malabar website at: www.townofmalabar.org, or by contacting Lisa Morrell at lmorrell@townofmalabar.org or 321-727-7764.

A **Mandatory** Pre-Proposal Meeting is scheduled for 2:00 p.m., July 27, 2021 at the Town of Malabar, 2725 Malabar Road, Malabar, FL 32950.

Proposals must be accompanied by Proposal Security in the amount of \$10,000 as a guarantee that in the event the contract is awarded to the Proposer, it will promptly enter into a contract and furnish the required Insurance certificates and bonds as required by the terms of the RFP. If a Proposer does not receive a contract award, the full amount of these funds will be returned within 45 days in accordance with the Florida Prompt Payment Act.

Any proposals delivered or received after 3:00 p.m. local time on Tuesday, August 17, 2021, will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the proposer.

In accordance with Florida Statutes, Section 119.071(1)(b)(2), proposals are exempt from public disclosure until such time as the Town provides notice of an intended award or until thirty days after the opening, whichever is earlier.

The Town reserves the right to reject all or any portions of any bid, to reject all bids, to waive any informality, non-material irregularity or technicality in any bid, to re-advertise for bids, or take any other such actions that may be deemed to be in the best interest of the Town.

Questions concerning this RFP should be sent via **email** to: Lisa Morrell, Town Manager
Email: lmorrell@townofmalabar.org

II. INSTRUCTIONS TO PROPOSERS

A. Purpose

The Town of Malabar, Florida, hereinafter referred to as the “Town,” is soliciting proposals from responsive and responsible Proposers for award of an exclusive Franchise Agreement, herein referred to as “Contract,” to provide the following services:

- 1) Collection and disposal of residential solid waste, recyclable materials, yard waste and bulk waste.
- 2) Collection and disposal of commercial solid waste and recyclable materials.
- 3) Collector provided cart/container program for residential and commercial customers.
- 4) Collector provided customer service and billing services for residential and commercial customers.

Definitions used throughout this RFP are as defined in the draft Contract provided in Attachment A.

B. Schedule

The following schedule will be followed for this RFP. Firms not in attendance at the pre-proposal meeting shall be considered nonresponsive and shall be disqualified from the RFP process.

- Mandatory pre-proposal meeting2:00 p.m., July 27, 2021
- Deadline for receipt of written questions 2:00 p.m., August 3, 2021
- Proposal due date3:00 p.m., August 17, 2021

C. Proposal Submittal

Proposals submitted in response to this RFP must be received by the date and time specified above. Proposals received after this date and time shall be returned to the sender unopened and will not be considered.

Proposals must meet the requirements of Section IV of this RFP and must be sealed with the following information clearly printed on the outer wrapping: Proposer’s name and business address and “RFP # 2021-01: Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste Collection Services”.

Proposals must be mailed or hand-delivered to the following address. Proposals submitted by facsimile or e-mail or in pencil shall not be accepted.

Lisa Morrell, Town Manager
Town of Malabar
2725 Malabar Road
Malabar, Florida 32950

Proposals will be opened at 4 p.m., August 17, 2021 at Malabar Town Hall – Council Chambers, located at 2725 Malabar Road, Malabar, Florida 32950. At that time, only the identity of the Proposers will be read aloud. In accordance with Florida Statutes, Section 119.071, as amended, proposals are exempt from

public disclosure until such time as the Town provides notice of an intended award or until thirty (30) days after the opening, whichever is earlier.

Proposers shall be fully acquainted with the conditions relating to execution of work required in this RFP. Proposers are to thoroughly examine the draft Contract provided in Attachment A. Failure of the Proposer to become acquainted with existing conditions and the scope of services will in no way relieve the Proposer of any obligation with respect to its submittal.

All proposals shall remain in effect for a period of one hundred and eighty (180) days after the last day on which proposals must be submitted. Proposers who unilaterally withdraw a proposal without permission of the Town before one hundred and eighty (180) days have elapsed from the date of the opening of proposals may be debarred and are subject to forfeiture of the proposal security.

The Town is not responsible for the Proposers' costs associated with preparation of proposals.

D. Proposal Withdrawal

Proposals may be withdrawn or modified if requested in writing and signed by a person duly authorized to do so and received at the same address to which the proposal was submitted prior to the deadline for submitting proposals.

E. Questions

Any questions or requests for clarification or additional information concerning this RFP should be e-mailed to the Town Manager:

Lisa Morrell
Email: lmorrell@townofmalabar.org

The RFP number and title should be referenced on all correspondence and in the subject section of the email. **All questions must be received no later than the date and time specified in Section B above.** No questions will be received verbally and/or after the deadline.

F. Addenda

Any modifications, responses to questions, or clarifications to this RFP, if deemed necessary by the Town, will be in the form of addenda posted on DemandStar and the Town Website at www.townofmalabar.org. Proposers shall not rely upon oral representations or discussions with Town staff, officials, or the Town's consultants.

G. Cone of Silence - Communication Restrictions

A cone of silence is hereby imposed and made applicable to this RFP and in accordance with the Town's Procurement Code. The cone of silence shall become effective from the time this RFP is advertised and shall terminate at the time that the Town Council meets to consider the Town Manager's recommendation as to a final decision regarding a contract award, rejects all responses, or takes other action that ends the RFP process. During the effective time period of the cone of silence, any person or entity that submits a proposal, or that will be subject to evaluation under the terms of this RFP, shall not have any communication with members of the Town Council or the Selection Committee relative to this RFP, except the Town Manager and when it may be required during such presentations or interviews that are part of the RFP process. Proposers who violate the cone of silence shall be subject to automatic disqualification from further consideration. Direct all inquiries to the Town Manager.

H. Guarantees

No guarantee or warranty is given or implied by the Town as to a minimum or total amount of services that may or may not be purchased from any resulting contract or award. The quantities and frequencies provided herein are for proposal purposes only and will be used for tabulation and presentation of the proposal. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

I. Reserved Rights of the Town

1. The Town reserves the right to cancel this RFP or to reject any or all proposals in whole or in part when it is in the best interest of the Town. The Town further reserves the right to waive any informalities or irregularities in any proposals received, to re-advertise the RFP with or without changes in the scope of work, to award a contract in whole or in part, or take any other such actions that may be deemed to be in the best interest of the Town.
2. The Town, at its discretion, reserves the right to inspect any/all Proposer's facilities to determine their capability of meeting the requirements for this RFP and the Contract to be awarded. Also, price, responsibility, responsiveness of the Proposer, financial position, experience, staffing, equipment, materials, references of Proposer, and past history of service by Proposer to the Town and/or with other units of State, and/or local governments in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service within its sole discretion.
3. The Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of this RFP or any Contract awarded.

J. Public Entity Crimes

Pursuant to the provisions of Section 287.133(2)(a), Florida Statutes: "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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases

of real property to a public entity, may not be awarded to perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.”

K. Conflict of Interest

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their proposals the name of any officer, director, partner, associate, agent, Advisory Board member or client/customer who is also an officer, former officer, or employee of the Town of Malabar or its agencies.

L. Written Contract

The successful Proposer shall be required to enter into a written Contract with the Town. The Contract shall be prepared by the Town and shall be substantially in the form of the draft Contract provided in Attachment A of this RFP. Revisions may be made to the draft Contract based on exceptions requested by the selected Proposer in its proposal and granted by the Town, the selected Proposer’s proposal, and other terms that may be required by the Town or its Procurement Code and acceptable to the Town Council.

No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council. The successful Proposer further understands and agrees that before commencing the work or before recommencing the work after a default or abandonment, the Contractor shall provide to the Town a certified copy of the recorded Payment Bond required hereunder, if any; and that notwithstanding the terms of the Contract or any other law governing prompt payment for construction services to the contrary, the Town shall not make any payment to the Contractor until the Contractor has recorded the Payment Bond, if any, and provided the Town with a certified copy, as required by section 255.05(1)(b), Florida Statutes.

M. Public Records Law

The Town is subject to Chapter 119, Florida Statutes, “Public Records Law.” No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed.

II. CURRENT SERVICES, FEES, AND TONNAGE

The Town currently has an exclusive franchise agreement with Waste Management Inc. of Florida since October 1, 2014. The agreement term was awarded and executed for (3) three terms consisting of (7) years as the exclusive solid waste and recyclable material collection franchise agreement. The agreement's first term expiration is August 22, 2021; whereas an agreement of the second (7) seven-year term will not be executed by Waste Management and the Town of Malabar. A memorandum of understanding is in development by Waste Management with the Town of Malabar to extend solid waste service coverage for the Town through the request for proposal process, award, any necessary transition plans, and service has commenced, with a not to exceed timeframe of March 2022. The memorandum of understanding is slated for discussion and approval by Town Council on August 9.

The Town of Malabar has an estimated land mass of 8.8 square miles, comprised of over 2200 parcels according to the Brevard Property Appraiser's Office. Approximately 1210 improved residential properties currently have established customer accounts with Waste Management and over 50 commercial service accounts. These estimates are provided for proposal purposes only; the Town makes no guarantee as to the number of customers that will be serviced.

The Town of Malabar is a small town with much potential for growth based on new zoning districts and unimproved parcels. The Town has a population of 3,033 residents and is characterized as a rural residential area with large residential lots in acres with components of agricultural uses. Building permit data shows the addition of 35-40 homes annually in recent years. There are two subdivisions in current construction phases for residential growth, Stillwater Preserves and Twin Lakes, the newest addition with 16 estate homes planned. A zoning map, Attachment B, is included to assist the proposer in the Town's zoning for providing a proposal servicing the Town solid waste and recycling service needs. Many of the Town's collector roadways are paved surfaces while many local streets to be serviced may be non-contiguous to other roadways and an unpaved stabilized base material; a list of adopted Streets and Roads is available for the proposer in Attachment C. Proposers are highly encouraged to incorporate efficient solutions for performing the collection of all waste services with knowledge of the roadway systems when determining equipment and labor resources, ex. Non-CDL Rear loader Garbage collection trucks, reference October 16, 2013, article published by Tampa Bay Times entitles "New, automated garbage trucks are too big for some roads" for narrow roads in rural Hillsborough County, to achieve a long-term contract award.

A summary of current rates and charges for residential and commercial collection service is included as Attachment D with an effective date of January 1, 2021, from the current contract performed by Waste Management

Residential collection service currently includes the following:

- Twice per week collection of solid waste in contractor provided carted containers (35, 64, 96 gallon).
- Once per week collection of recyclable materials in contractor provided recycling carted containers (35, 64, 96 gallon).

- Once per week collection of unlimited amounts of yard trash to occur on each week, containerized and non-containerized piles that may require a “clam” truck.
- Once per week collection of white/bulk goods.
- Collection of construction and demolition (C&D) debris in roll-off containers is not included in the contractor’s exclusive services.

Current commercial collection service to 50 business with container size and collection frequency is provided in Attachment E. These estimates are provided for proposal purposes only; the Town makes no guarantee as to the number of customers that will be serviced.

Attachment F includes historical tonnage collection reports for the calendar year of 2019, 2020 and submitted reports of 2021, provided by the current collector.

Waste Management is the current customer service and billing provider; The Town seeks for these services to remain the responsibility of the collector. Pursuant to the Town of Malabar Code of Ordinance, PART II, Article I, Chapter 11, Section 10 entitled, Solid Waste Mandatory Collection, the Town adopted the requirement for all improved property to subscribe to solid waste services.

All owners and/or tenants, agents, lessors, lessees, operators, of residential units, multi-dwelling units and commercial units, occupied or unoccupied, operating and nonoperating, shall be required to receive solid waste collection services as described in this chapter and shall be required to subscribe to and pay for the solid waste collection services provided for in this chapter. (Ord. No. 96-5, § 1, 6-17-96)

Current Collection Days

The current days of the week for residential collection of solid waste, recycle, yard waste and Bulk Waste is provided in the table below

Tuesday & Friday	Solid Waste collection
Friday	Recyclable’s collection
Thursday	Containerized Yard Waste
Once per week, SW Driver Initiated or Customer Reported.	White Goods, Bulk Waste, Non-containerized (clam truck) collection.

III. SCOPE OF SERVICES

This section provides a brief description of services being sought. Proposers are responsible for carefully and thoroughly reviewing the draft collection agreement contract provided in Attachment A of this RFP, which explains in greater detail the services required of the selected Proposer (Contractor).

A. Contract Term

Contractor shall begin collection services prior to January 1, 2022. The term of the Contract shall be for a period of six (6) years, thus expiring at the end of the day on December 31, 2027. At the option of the Town, and with the concurrence of the Contractor, the Contract may be renewed for three (3) additional terms of three (3) years under the same terms and conditions as the initial term, including amendments, subject to approval by the Town Council.

B. Commercial Collection and Disposal Services

The Town desires to retain service options and frequency in the Attachment D for Commercial/Industrial Services. In summary, Attachment D consists of collections service from customer provided cans or contractor provided carts with once or twice frequency. A larger commercial customer has a variety of cubic yard dumpsters with a choice of frequency from once to six per week to service the needs of the commercial operation. Proposers are required to submit price proposals for all service options listed in Attachment D.

C. Residential Collection and Disposal Services

Contractor shall provide Residential Collection Services to all residential service units within the Town's land boundaries. The Town is considering and seeking pricing for a variety of service level options for Residential Solid Waste, Recycle, Yard Waste, and Bulky/White Goods Collection, as outlined on the table on the next page.

Contractor shall deliver collected residential and commercial solid waste, recyclable materials, yard waste, and whitegoods/bulky items to the designated disposal facility and shall be responsible for payment of associated tipping fees.

The Town of Malabar desires to retain the 10% franchise fee from the revenue of the residential and commercial solid waste services contract from the awarded contractor.

Residential collection service and levels are provided as options 1, 2, 3, 3a, and 4 for consideration by the evaluation committee, the residents, and Town Council for approval and award. Option 4 is optional for all proposers to provide the best value of services to the resident of the Town based on the information of existing contract enjoyed by the residents of Malabar, the service needs to the Town's demographic and topology, industry values and standards for solid waste collection in the Brevard County area and forecasting the potential contract value of a 15 year contract award by the Town Council.

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste
Collection Services RFP# 2021-

Proposers are required to submit price proposals for all service options, for the exception of Option 4. All service level options should be addressed in the same proposal.

Service Option	Solid Waste	Recycle	Cart/Container	Yard Waste	Bulky/White Goods
Option 1: 2/1/1/U/20	Twice per week	Once Per Week	One (1) each (32, 64, or 96) Customer Selectable Sized, Contractor Provided Cart	Weekly Customer Container & Pile Claw Unlimited Collection	Weekly, max. twenty (20) cubic yards per project
Option 2 1/1/1/U/20	Once per week	Once Per Week	One (1) each (32, 64, or 96) Customer Selectable Sized, Contractor Provided Cart	Weekly Unlimited Collection & Pile Claw Unlimited Collection	Weekly, max. twenty (20) cubic yards per project
Option 3 2/1/1/0/20	Twice per week	Once Per Week	One (1) each (32, 64, or 96) Customer Selectable Sized, Contractor Provided Cart	None	Weekly, max. twenty (20) cubic yards per project
Option 3a 0/0/0/U/0	None	None	None	Weekly Customer Container & Pile Claw Unlimited Collection	None

Best Town Value Service Level Provided by Proposer

Option 4	Solid Waste	Recycle	Cart/Container	Yard Waste	Bulky/White Goods

C. Service Fees

The service fees set at the commencement of the Contract shall not be adjusted for the first year of the contract effective with the commencement of service date of no later than January 1, 2022. Service fees shall be adjusted with the incorporation of the consumer price index identified as specified in Sections 12 and 13 of the draft Contract in Attachment A.

The contractor will bill and collect payment from all customer types, residential and commercial, the current frequency of billing is quarterly cycles. Proposer's may propose alternative billing frequency for contract consideration.

Contractor shall be responsible for paying disposal fees for all solid waste collected pursuant to the contract.

D. Services at Town Facilities

The Contractor shall provide, at no cost to the TOWN, Solid Waste and Recyclables Collection services to all Town facilities, including the provision and servicing of Containers. Provided below is a list of services provided at the time of Contract execution. Services to be provided may be adjusted during the term of the Contract based on need.

Locations	Address	Service Frequency	Garbage Carts	Recycle Carts	Dumpster Size
Town Hall	2725 Malabar Rd	Twice Weekly	(1) 64-Gallon Cart	(1) 64-Gallon Cart	N/A
Fire Department	1810 Malabar Rd	Once weekly	(1) Dumpster	-	4 yards
Public Works Facility	1435 Centre St.	Once weekly	(1) Dumpster	-	4 yards
(2) Community Events	1850 Malabar Rd	Once per Event	(12) 64 Gallon Cart/One Time Use Containers	(6) 64 Gallon Cart/One Time Use Containers	N/A

E. Other Terms and Conditions

The Draft Contract in Attachment A provides the additional service and payment requirements and responsibilities of the Contractor, as well as other general contract terms and conditions. The final Contract may be modified based on the service option that is selected by the Town.

IV. SUBMITTAL REQUIREMENTS

A. General Instructions

Proposals submitted in response to this RFP must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

Proposer shall submit one (1) clearly identified original proposal, five (5) copies of the proposal, one (1) identical electronic copy of the proposal in Microsoft Word or Adobe Acrobat on a USB flash drive. Should deviations occur, the signed original proposal shall prevail.

All items shall be submitted in a sealed package following the instructions specified in Section I.C of this RFP, *Proposal Submittal*. Proposer's name shall be printed at the top of each page of the proposal. For your convenience, a shipping label has been provide in Attachment G.

If your response contains any information deemed confidential, provide an additional USB flash drive with a redacted version of your response labeled REDACTED.

B. Proposal Content

Proposals shall be organized by numbered sections as outlined below and include the information specified.

1. Qualifications and Experience (20-page limit)

Proposer should clearly and succinctly demonstrate its qualifications and experience to provide the services requested in this RFP, including all services outlined in the draft Contract in Attachment A. At a minimum, this section of the proposal should include the following information:

- a) Firm Background and Experience: Proposer should provide a brief description of the firm's background and history, including the number of years in business, size, services offered, strength, stability, awards, and other recognition.
- b) Service Performance and References: Proposer should demonstrate its relevant experience successfully providing residential solid waste and recyclables collection services within the last five (5) years. Proposer should provide at least four (4) references, preferably public sector customers from Central Florida, for which the Proposer is or has provided services similar to those required herein. Proposer must use the reference forms provided in Section VI of this RFP and should provide any additional, relevant information to demonstrate the quality of its services.
- c) Service Transition History: Proposer should demonstrate its experience with transitioning into providing residential collection service, supplanting another provider. Proposer should provide a complete listing of all transitions of which the Proposer has been a part (include both exiting and entering service transitions) in Florida during the last two (2) years. If Proposer does not have transition experience within the State of Florida, then a nationwide transition performance history should be submitted. Proposer must use the transition

history form provided in Section VI of this RFP, which may be duplicated as needed. Proposer should provide any additional, relevant information to demonstrate successful ability to transition services. Any omissions within this section may be cause for disqualification at the Town's discretion.

- d) Performance History: Proposer should document its past performance history by providing a description of all criminal actions against the Proposer pertaining to solid waste collection services during the last five (5) years. Proposer should also document all civil actions, losses of service contracts, bid bond claims, performance bond claims, or liquidated damages related to solid waste collection services involving ten thousand dollars (\$10,000) or more per contract per contract year against the Proposer during the last five (5) years. For each such occurrence, Proposer shall provide the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal or civil charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action. Performance history may be limited to Florida; however, if Proposer has no existing service history within the State of Florida, then nationwide performance history should be submitted. If there are no such actions, Proposer should so state. Any omissions within this section may be cause for disqualification at the Town's discretion.
- e) Staff Experience: Proposer shall identify the primary contact person and professional and supervisory personnel who would work on the project. Resumes of each person shall be provided with emphasis on their experience with similar projects.

2. Technical Proposal (20-page limit)

Proposer should clearly and succinctly describe how it will perform the services requested in this RFP and as defined more fully in the draft Contract in Attachment A. The Town is looking for proposals that maintain a high level of customer service while maximizing recycling, efficiency, and cost effectiveness. At a minimum, this section should include the information outlined below. Proposer is encouraged to provide additional information that the Town should consider in accomplishing its objectives.

- a) Collection Services: Proposer should explain how Residential & Commercial Collection Services will be provided under all service options under consideration. At a minimum, Proposers should describe the primary methods by which Solid Waste, Recyclables, Yard Waste, and Bulk Waste will be collected; specify the number of collection staff for each service type; explain proposed routes and schedules; and describe how materials will be handled following collection.
- b) Equipment: Proposer shall provide detailed descriptions of each type (make and model) of vehicle and equipment that it has or will acquire for the delivery of these services. Proposer shall provide the number of each vehicle type and age of each vehicle.

- c) Transition Management: Proposer should explain how the transition into providing these services will be managed. Proposer should specifically explain its timeline and procedures for assembly and distribution of Solid Waste & Recycle Roll Carts for Residential Collection Services. as well as containers for Commercial Collection Services for potential issues that may arise should be addressed, such as possible delay in receiving carts, vehicles, acquiring labor, etc.
- d) Customer Service: Proposer should explain in detail its customer service procedures, including the number of customer service staff dedicated to this contract; location of its customer service office; system and procedures for receiving and resolving customer complaints; and procedures for meeting the complaint reporting requirements specified in the draft Contract.
- e) Processing and Disposal of Yard Trash and Bulk Trash: Proposer should identify how Yard Trash and Bulk Trash will be managed, including how they will be collected to ensure that Yard Trash, White Goods, and as much Bulk Trash as possible are recycled; the facility(ies) at which they will be managed; and the final disposition of these materials.
- f) Organization: Proposer should include a project organization chart indicating titles and total number of personnel devoted to work conducted pursuant to the Contract. Proposer should identify any subcontractors it intends to employ and describe the specific work that will be performed by each subcontractor.
- g) Program Promotion: Proposer should describe any additional activities it would undertake to inform of the approved transition plan, educate and encourage recycling, and bi-annual customer outreach for solid waste collection service compliance and education.
- h) Financial Capability: Proposer should document that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested in this RFP. Proposer should demonstrate that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this contract.

3. Contract Exceptions

Proposer must describe any and all exceptions it wishes to make to the terms and conditions in the draft Contract provided in Attachment A. If exceptions are not specified for any section of the draft Contract, it will be assumed that section is acceptable to the Proposer should the Proposer be selected for Contract award. The material nature, number, and extent of such exceptions will be taken into consideration as part of the proposal evaluation. The Town shall be under no obligation to accept any exception.

4. Financial Proposal

The Price Form is provided in Section VI of this RFP, as well as in an Excel file. Proposer must complete the entire Price Form (all five spreadsheets/pages) provided in the Excel file. A hard copy should be included in Section 4 of the proposal, with the completed Excel file placed on the CD or flash drive along with an electronic copy of the entire proposal. The final selection of which residential service option to implement will be a policy decision made by the Town, and in its sole discretion, and might not be based solely on price. If there is a discrepancy in the unit and extended prices, the calculated total price based on unit prices shall prevail. Proposers are responsible for checking their calculations. Failure to do so will be at the Proposer's risk, and errors will not release the Proposer from performance of the Contract, if awarded, at the Proposal price.

5. Required Documents

The items listed below should be included in this section. All forms, which are provided in Section VI of this RFP, should be completed, executed, and notarized (if applicable).

- a) Proposer Information
- b) Proposer Confirmation of Qualifications
- c) Addenda Acknowledgement
- d) Certificate of Authority
- e) Drug-Free Workplace
- f) Public Entity Crimes
- g) Non-Collusion Affidavit
- h) Acknowledgement of Conformance with OSHA Standards
- i) Certificate of Insurance or evidence that the insurance can be provided
- j) Financial Statements: Proposer must provide previous two (2) years of financial statements, audited preferred, which may be provided in a separate sealed envelope.

k) Proposal Security: Proposer must provide a proposal security in the amount of \$10,000. This proposal security shall be in the form of a bond provided by a surety company authorized to do business in Florida, certified check, cashier's check, irrevocable letter of credit, or alternate form of security acceptable to the Town. The proposal securities of unsuccessful Proposers will be returned upon execution of a Contract with the successful Proposer or upon the RFP process being otherwise terminated. The proposal security of the successful Proposer will be retained until the Contract has been executed, the Proposer has furnished the required certificates of insurance and payment and performance bonds, and the Proposer has made the required payment to the Town, all as set forth in the Contract.

V. PROPOSAL EVALUATION AND CONTRACT AWARD

A. Proposal Evaluation

Proposals will be evaluated by a Selection Committee in accordance with the evaluation criteria provided below and the terms of this RFP. The Selection Committee reserves the right to make additional inquiries, request additional information, obtain credit reports, and/or contact other local governments that have contracted with the Proposer. Proposers who do not provide the information requested shall be disqualified from further consideration.

Qualifications and Experience	20 points
Technical Proposal	30 points
Contract Exceptions	10 points
Financial Proposal	40 points
Maximum points	100 Points

Price will be converted to points, with the Proposer submitting the lowest price for each option receiving 50 points and the other Proposers receiving a prorated score in relation to the lowest-priced proposal for that option. Price will be evaluated using the following formula: Total Price of the lowest-priced proposal divided by the subject Proposer’s Total Price) x 50 points

For example:

If the Total Price of the lowest-priced proposal is \$100, and the subject Proposer’s Total Price is \$110, then the subject Proposer would receive 45 points for price.

$$(100/110) \times 50 = 45$$

After evaluation of all proposals, the Selection Committee may request two (2) or more of the top-ranked firms to make presentations to the Committee regarding their qualifications, approach to the project, and ability to furnish the required services per the schedule, Tuesday, September 7, 2021. The Selection Committee will vote on final rankings after the presentations if such are requested. Rankings will be developed for each of the residential service options. The rankings of the Selection Committee are subject to the approval of the Town Manager and Town Council.

B. Contract Negotiation and Award

The rankings for all service options will be presented to the Town Council. The Council will select the residential and service option to implement, which will be a policy decision and might not be based solely on price.

A final Contract will be negotiated by the Town Manager with the top-ranked firm for the selected service option, unless there is an objection from Town Council. If negotiations with the top-ranked firm are not successful, then negotiations will commence with the next-ranked firm, and so forth. The final Contract is subject to the approval of the Town Attorney and Town Manager, and ultimately the Town Council.

The Contract shall be awarded to the responsible Proposer whose proposal is determined to be the most advantageous to the Town, taking into consideration price and the evaluation factors set forth in this RFP, and who successfully negotiates a Contract with the Town.

VI. REQUIRED FORMS

The forms provided on the following pages should be completed, signed, and notarized (if applicable). The Service Reference and Service Transition History Forms should be included in Section 1 of all proposals, the Price Forms should be included in Section 4 of all proposals, and all other forms should be included in Section 5 of all proposals.

PROPOSER INFORMATION

NAME:			
ADDRESS:			
FEIN:			
LICENSE NUMBER:		STATE OR COUNTY:	
LICENSE TYPE: (Attach copy of license)			
LICENSE LIMITATIONS (If Any, attach separate sheet as needed):			
LICENSEE SIGNATURE:			
LICENSEE PRINTED:			

PROPOSER'S SIGNATURE:			
PROPOSER'S NAME:			
PROPOSER'S ADDRESS:			
PROPOSER'S CONTACT:	Office:		Cell:
PROPOSER'S EMAIL:			

By: _____

Name of Corporation/Entity

Address of Corporation/Entity

Signature of President or Authorized Principal

By: _____

Title

If the Proposer is a corporation, affix Corporate Seal Here:

PROPOSER: _____

PROPOSER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to perform the work specified within the Request for Proposals, and which can complete the work within the time schedule specified.

At the time of the Proposal, the Proposer shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Malabar and Brevard County in order to perform the work which is the subject of this Request for Proposals.

All license, certificate and experience requirements must be met by the Proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by Proposers who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this form and submitting its Proposal, Proposer represents that it meets the requirements set forth above, and as set forth in the RFP Documents, and acknowledges and understands that such representation is material, and that the Town shall be relying on this representation with respect to a Contract award.

PROPOSER			
PROPOSER'S NAME:			
PROPOSER'S ADDRESS:			
PROPOSER'S CONTACT:	Office:		Cell:
PROPOSER'S EMAIL:			
Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RFP):			
State of Florida			
County of _____			
Sworn to and subscribed before me by means of <input type="checkbox"/> physical presence or <input type="checkbox"/> on line notarization, this ____ day of _____, 2021 by _____ of _____ (Proposer), who is personally known to me or produced _____ as identification.			
WITNESS my hand and official seal.			
NOTARY Public Records of _____ County, Florida			
Notary Signature:			
Name of Notary Public: (Print, Stamp, or type as Commissioned)			
PROPOSER:			

ADDENDA ACKNOWLEDGEMENT

The Proposer shall acknowledge obtaining all addenda issued to this formal solicitation from the Town's website or DemandStar by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum Number:		Date Issued	
Addendum Number:		Date Issued	
Addendum Number:		Date Issued	
Addendum Number:		Date Issued	

(Authorized signature)			(Date)
(Printed Name)			(Title)

PROPOSER:

CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor)

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that _____, as Principal
or Owner of (Company name) _____, is hereby authorized to
execute the Proposal, dated _____, 2021, to the Town of Malabar and their execution thereof,
attested by the undersigned, shall be the official act and deed of

(Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2021.

Secretary:

(SEAL)

PROPOSER: _____

DRUG-FREE WORKPLACE

Proposers must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

5) Impose a sanction on (or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community), any employee who is so convicted or takes a plea.

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.

PROPOSER'S SIGNATURE: _____

PROPOSER: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to _____ by _____ for _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____

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

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

4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means: (i) A predecessor or successor of a person convicted of a public entity crime; or (ii) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

(continued next page)

PROPOSER: _____

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signatures on next page]

PROPOSER: _____

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste
Collection Services RFP# 2021-

By: _____
(Signature)

(Printed Name)

(Title)

Sworn to and subscribed before me by means of physical presence or on line
notarization, this ___ day of _____, 2021

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

(Notary Signature)

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

PROPOSER: _____

By: _____
(Signature)

(Printed Name)

(Title)

Sworn to and subscribed before me by means of physical presence or on line
notarization, this ___ day of _____, 2021

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

(Notary Signature)

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

PROPOSER: _____

**ACKNOWLEDGMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS**

TO THE TOWN OF MALABAR:

_____, hereby acknowledges and agrees that as Contractor for the Town of Malabar within the limits of the Town of Malabar, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Malabar, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to _____'s failure to comply with such regulations.

ATTEST

CONTRACTOR

BY: _____

(Print Name(

Date: _____

PROPOSER: _____

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste
Collection Services RFP# 2021-

Service Reference #1

Proposer shall complete and submit this form in conjunction with any other relevant material as part of Section 1 of its Proposal.

Municipality/County: _____
 Contact (Name/Title): _____
 Contact Address: _____
 Contact Phone: (____) _____ Contact Email: _____
 Term of Current Contract: Start Date: _____ End Date: _____

Residential Collection Service Provided:

Services Provided (check all that apply)	Type of Service	Type of Service (U/S) (U=Universal; S=Subscription)	Number of Units Serviced	Automated Collection? (check if yes)	Frequency of Collection		
					1x per week	2x per week	Other
<input type="checkbox"/>	Solid Waste			<input type="checkbox"/>			
<input type="checkbox"/>	Recyclables			<input type="checkbox"/>			
<input type="checkbox"/>	Yard Trash			n/a			
<input type="checkbox"/>	Bulk Trash			n/a			

Is asset management for Roll Carts provided? YES NO

Commercial Collection Service Provided: YES NO

Number of commercial Solid Waste customers: _____

Commercial recyclables collection provided: YES NO

Other relevant information:

PROPOSER: _____

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste
Collection Services RFP# 2021-

Service Reference #2

Proposer shall complete and submit this form in conjunction with any other relevant material as part of Section 1 of its Proposal.

Municipality/County: _____
 Contact (Name/Title): _____
 Contact Address: _____
 Contact Phone: (____) _____ Contact Email: _____
 Term of Current Contract: Start Date: _____ End Date: _____

Residential Collection Service Provided:

Services Provided (check all that apply)	Type of Service	Type of Service (U/S) (U=Universal; S=Subscription)	Number of Units Serviced	Automated Collection? (check if yes)	Frequency of Collection		
					1x per week	2x per week	Other
<input type="checkbox"/>	Solid Waste			<input type="checkbox"/>			
<input type="checkbox"/>	Recyclables			<input type="checkbox"/>			
<input type="checkbox"/>	Yard Trash			n/a			
<input type="checkbox"/>	Bulk Trash			n/a			

Is asset management for Roll Carts provided? YES NO

Commercial Collection Service Provided: YES NO

Number of commercial Solid Waste customers: _____

Commercial recyclables collection provided: YES NO

Other relevant information:

PROPOSER: _____

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste
Collection Services RFP# 2021-

Service Reference #3

Proposer shall complete and submit this form in conjunction with any other relevant material as part of Section 1 of its Proposal.

Municipality/County: _____
 Contact (Name/Title): _____
 Contact Address: _____
 Contact Phone: (____) _____ Contact Email: _____
 Term of Current Contract: Start Date: _____ End Date: _____

Residential Collection Service Provided:

Services Provided (check all that apply)	Type of Service	Type of Service (U/S) (U=Universal; S=Subscription)	Number of Units Serviced	Automated Collection? (check if yes)	Frequency of Collection		
					1x per week	2x per week	Other
<input type="checkbox"/>	Solid Waste			<input type="checkbox"/>			
<input type="checkbox"/>	Recyclables			<input type="checkbox"/>			
<input type="checkbox"/>	Yard Trash			n/a			
<input type="checkbox"/>	Bulk Trash			n/a			

Is asset management for Roll Carts provided? YES NO

Commercial Collection Service Provided: YES NO

Number of commercial Solid Waste customers: _____

Commercial recyclables collection provided: YES NO

Other relevant information:

PROPOSER: _____

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste
Collection Services RFP# 2021-

Service Reference #4

Proposer shall complete and submit this form in conjunction with any other relevant material as part of Section 1 of its Proposal.

Municipality/County: _____
 Contact (Name/Title): _____
 Contact Address: _____
 Contact Phone: (____) _____ Contact Email: _____
 Term of Current Contract: Start Date: _____ End Date: _____

Residential Collection Service Provided:

Services Provided (check all that apply)	Type of Service	Type of Service (U/S) (U=Universal; S=Subscription)	Number of Units Serviced	Automated Collection? (check if yes)	Frequency of Collection		
					1x per week	2x per week	Other
<input type="checkbox"/>	Solid Waste			<input type="checkbox"/>			
<input type="checkbox"/>	Recyclables			<input type="checkbox"/>			
<input type="checkbox"/>	Yard Trash			n/a			
<input type="checkbox"/>	Bulk Trash			n/a			

Is asset management for Roll Carts provided? YES NO

Commercial Collection Service Provided: YES NO

Number of commercial Solid Waste customers: _____

Commercial recyclables collection provided: YES NO

Other relevant information:

PROPOSER: _____

Service Transition History

Proposer shall complete and submit this form providing a complete listing of all transitions of which the Proposer has been a part, including both entering and existing contractor transitions in the State of Florida for the past two (2) years, as part of Section 1 of its Proposal. If Proposer does not have transition experience in Florida, then a nationwide transition performance history should be submitted. Proposer is required to provide a self-evaluation of each transition identifying the smoothness of the transition by qualifying the level of service disruption. Because the Contractor is responsible for providing a smooth transition in service to minimize inconvenience to customers, successful transition experience is important to the Town. These forms may be duplicated as needed to ensure a complete history. Any omissions within the service transition history may be cause for disqualification at the Town's discretion.

Municipality/County/State: _____
Contact Name/Title: _____
Contact Phone: _____
Contact Email: _____

Date of Transition: _____
Entering Contract Exiting Contract
This transition had minimal service disruption:

Strongly Agree Agree Neutral Disagree Strongly Disagree

Contract Included: *(check all that apply)*
Exclusive Residential No. of units: _____
Carted Garbage Carted Recycling

Exclusive Commercial No. of Customers: _____
Conducted Cart (A&D) Acquisition & Delivery

Municipality/County/State: _____
Contact Name/Title: _____
Contact Phone: _____
Contact Email: _____

Date of Transition: _____
Entering Contract Exiting Contract
This transition had minimal service disruption:

Strongly Agree Agree Neutral Disagree Strongly Disagree

Contract Included: *(check all that apply)*
Exclusive Residential No. of units: _____
Carted Garbage Carted Recycling

Exclusive Commercial No. of Customers: _____
Conducted Cart (A&D) Acquisition & Delivery

Municipality/County/State: _____
Contact Name/Title: _____
Contact Phone: _____
Contact Email: _____

Date of Transition: _____
Entering Contract Exiting Contract
This transition had minimal service disruption:

Strongly Agree Agree Neutral Disagree Strongly Disagree

Contract Included: *(check all that apply)*
Exclusive Residential No. of units: _____
Carted Garbage Carted Recycling

Exclusive Commercial No. of Customers: _____
Conducted Cart (A&D) Acquisition & Delivery

Municipality/County/State: _____
Contact Name/Title: _____
Contact Phone: _____
Contact Email: _____

Date of Transition: _____
Entering Contract Exiting Contract
This transition had minimal service disruption:

Strongly Agree Agree Neutral Disagree Strongly Disagree

Contract Included: *(check all that apply)*
Exclusive Residential No. of units: _____
Carted Garbage Carted Recycling

Exclusive Commercial No. of Customers: _____
Conducted Cart (A&D) Acquisition & Delivery

Municipality/County/State: _____
Contact Name/Title: _____
Contact Phone: _____
Contact Email: _____

Date of Transition: _____
Entering Contract Exiting Contract
This transition had minimal service disruption:

Strongly Agree Agree Neutral Disagree Strongly Disagree

Contract Included: *(check all that apply)*
Exclusive Residential No. of units: _____
Carted Garbage Carted Recycling

Exclusive Commercial No. of Customers: _____
Conducted Cart (A&D) Acquisition & Delivery

PROPOSER: _____

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste
Collection Services RFP# 2021-

Service Transition History Continued (Page _____ of _____)

Municipality/County/State: _____
Contact Name/Title: _____
Contact Phone: _____
Contact Email: _____

Date of Transition: _____
Entering Contract Exiting Contract
This transition had minimal service disruption:

Strongly Agree Agree Neutral Disagree Strongly Disagree

Contract Included: *(check all that apply)*
Exclusive Residential No. of units: _____
Carted Garbage Carted Recycling

Exclusive Commercial No. of Customers: _____
Conducted Cart (A&D) Acquisition & Delivery

Municipality/County/State: _____
Contact Name/Title: _____
Contact Phone: _____
Contact Email: _____

Date of Transition: _____
Entering Contract Exiting Contract
This transition had minimal service disruption:

Strongly Agree Agree Neutral Disagree Strongly Disagree

Contract Included: *(check all that apply)*
Exclusive Residential No. of units: _____
Carted Garbage Carted Recycling

Exclusive Commercial No. of Customers: _____
Conducted Cart (A&D) Acquisition & Delivery

Municipality/County/State: _____
Contact Name/Title: _____
Contact Phone: _____
Contact Email: _____

Date of Transition: _____
Entering Contract Exiting Contract
This transition had minimal service disruption:

Strongly Agree Agree Neutral Disagree Strongly Disagree

Contract Included: *(check all that apply)*
Exclusive Residential No. of units: _____
Carted Garbage Carted Recycling

Exclusive Commercial No. of Customers: _____
Conducted Cart (A&D) Acquisition & Delivery

Municipality/County/State: _____
Contact Name/Title: _____
Contact Phone: _____
Contact Email: _____

Date of Transition: _____
Entering Contract Exiting Contract
This transition had minimal service disruption:

Strongly Agree Agree Neutral Disagree Strongly Disagree

Contract Included: *(check all that apply)*
Exclusive Residential No. of units: _____
Carted Garbage Carted Recycling

Exclusive Commercial No. of Customers: _____
Conducted Cart (A&D) Acquisition & Delivery

Municipality/County/State: _____
Contact Name/Title: _____
Contact Phone: _____
Contact Email: _____

Date of Transition: _____
Entering Contract Exiting Contract
This transition had minimal service disruption:

Strongly Agree Agree Neutral Disagree Strongly Disagree

Contract Included: *(check all that apply)*
Exclusive Residential No. of units: _____
Carted Garbage Carted Recycling

Exclusive Commercial No. of Customers: _____
Conducted Cart (A&D) Acquisition & Delivery

Municipality/County/State: _____
Contact Name/Title: _____
Contact Phone: _____
Contact Email: _____

Date of Transition: _____
Entering Contract Exiting Contract
This transition had minimal service disruption:

Strongly Agree Agree Neutral Disagree Strongly Disagree

Contract Included: *(check all that apply)*
Exclusive Residential No. of units: _____
Carted Garbage Carted Recycling

Exclusive Commercial No. of Customers: _____
Conducted Cart (A&D) Acquisition & Delivery

PROPOSER: _____

Signature of Affiant

Typed/Printed Name of Affiant

Title

Sworn to and subscribed before me by means of physical presence or on line
notarization, this _____ day of _____, 2021.

Personally known _____ or produced identification _____
(type of identification).

Notary Public - State of _____

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Compliance with the Public Records Law

Upon award recommendation or thirty (30) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Proposal authorizes release of your firm's credit data to Town of Malabar.

If the company submits information exempt from public disclosure, the company must identify with specificity Town which pages/paragraphs of their Proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

Americans with Disabilities Act Affidavit

The undersigned Contractor swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the Town.

The Contractor shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the Town be held liable for the actions or omissions of the Contractor or any other party or parties to the Contract for failure to comply with the ADA. The Contractor agrees to hold harmless and indemnify the Town, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the Contractor's acts or omissions in connection with the ADA.

Contractor _____
Signature: _____
Printed Name: _____
Title: _____
Date: _____

Affix Corporate Seal

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____ of _____ (firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Print name _____
Notary Public in and for the County _____ and
State Aforementioned

My commission expires: _____

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion – Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733).

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT 2
PAGES *****

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name	RFP-2021-01 - RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION SERVICES
-------------------	--

Names and Titles of Authorized Representative(s)

Signature(s)	Date
--------------	------

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The Certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, ineligible, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, “voluntarily exclude”, as used this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titles “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith and certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reasons(s) for non-response. If you elect **not** to respond with an offer to this solicitation, the Town requests that the reason(s) be indicated below and this form returned to:

Lisa Morrell, Town Manager
Town of Malabar
2725 Malabar Road
Malabar, FL 32950
or
Email: lmorrell@townofmalabar.org

REASONS

- 1. _____ Do not offer this product/service or equivalent.
- 2. _____ Schedule would not permit.
- 3. _____ Insufficient time to respond to solicitation.
- 4. _____ Unable to meet specifications/scope of work.
- 5. _____ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
- 6. _____ Specifications not clear.
- 7. _____ Unable to meet bond and/or insurance requirements.
- 8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
- 9. _____ Other (Explanation provided below or by separate attachment).

Explanation:

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations? Yes No

COMPANY: _____
NAME: _____ TITLE: _____
ADDRESS: _____
TELEPHONE:(_____) _____ DATE: _____

Service	Rates per household Per Month	Additional customer requested solid waste carts	Additional customer requested recycling carts
Residential Solid Waste			
Option 1 – Twice Per Week Collection for Solid Waste & Recycling of multiple size carts provided by Collector. (35,64,96 gallon), Weekly Collection of Unlimited Yard Waste and 20 cubic yards of Bulky/White Goods	\$	\$	\$
Option 2 – Once Per Week Collection for Solid Waste & Recycling of multiple size carts provided by Collector. (35,64,96 gallon), Weekly Collection of Unlimited Yard Waste and 20 cubic yards of Bulky/White Goods	\$	\$	\$
Option 3 – Twice Per Week Collection for Solid Waste & Recycling of multiple size carts provided by Collector. (35,64,96 gallon), Weekly Collection 20 cubic yards of Bulky/White Goods	\$	\$	\$
Option 3a – Weekly Collection of Unlimited Yard Waste	\$	\$	\$
Option 4 – Proposer’s Best Town Value Service	\$	\$	\$

COMMERCIAL/INDUSTRIAL PREMISES SOLID WASTE COLLECTION SERVICE: CAN AND CART SERVICE

Service Type	Frequency	Rate per Account per Month
32-gallon can (curbside) (If additional can sizes are proposed, please add additional sheets)	1x weekly	\$
	2x weekly	\$
32-gallon can (carryout) (If additional can sizes are proposed, please add additional sheets)	1x weekly	\$
	2x weekly	\$
36-gallon cart	1x weekly	\$
	2x weekly	\$
64-gallon cart	1x weekly	\$
	2x weekly	\$
96-gallon cart	1x weekly	\$
	2x weekly	\$

**COMMERCIAL/INDUSTRIAL PREMISES SOLID WASTE
COLLECTION SERVICE: BIN SERVICE**

(If additional bin sizes are proposed, please use table to specify)

Service Type	Frequency	Rate per Account per Month
2 c.y. bin	1x weekly	\$
	2x weekly	\$
	3x weekly	\$
	4x weekly	\$
	5x weekly	\$
	6x weekly	\$
4 c.y. bin	1x weekly	\$
	2x weekly	\$
	3x weekly	\$
	4x weekly	\$
	5x weekly	\$
	6x weekly	\$
6 c.y. bin	1x weekly	\$
	2x weekly	\$
	3x weekly	\$
	4x weekly	\$
	5x weekly	\$
	6x weekly	\$
8 c.y. bin	1x weekly	\$
	2x weekly	\$
	3x weekly	\$
	4x weekly	\$
	5x weekly	\$
	6x weekly	\$
3 c.y. bin	1x weekly	\$
	2x weekly	\$
	3x weekly	\$
	4x weekly	\$
	5x weekly	\$
	6x weekly	\$

COMPACTOR AND DEBRIS BOX SERVICE

Service Type	Frequency	Rate per Account per Month
Compactor Service		
3 c.y.*	1x weekly	\$
	2x weekly	\$
	3x weekly	\$
	4x weekly	\$
	5X weekly	\$
4 c.y. *	1x weekly	\$
	2x weekly	\$
	3x weekly	\$
	4x weekly	\$
	5X weekly	\$
5 c.y.*	1x weekly	\$
	2x weekly	\$
	3x weekly	\$
	4x weekly	\$
	5X weekly	\$
6 c.y.*	1x weekly	\$
	2x weekly	\$
	3x weekly	\$
	4x weekly	\$
	5X weekly	\$

** An additional charge info area

Industrial Debris Box and Bin Service (incl. C&D; per pull)

Service Type	Rate	
2 c.y. bin**	\$	per pull
3 c.y. bin**	\$	per pull
4 c.y. bin**	\$	per pull
5 c.y. bin**	\$	per pull
6 c.y. bin**	\$	per pull
7 c.y. bin**	\$	per pull
20 c.y.**	\$	per pull
25 c.y.**	\$	per pull
30 c.y.**	\$	per pull
40 c.y.**	\$	per pull
Less than 30 c.y. compactor*	\$	per pull
30 c.y. – 39 c.y. compactor*	\$	per pull
Greater than 40 c.y. compactor*	\$	per pull

** An additional charge info area

SPECIAL CHARGES

Special Service	Charge	
Wheel-out service for non-qualifying households	\$	Additional per month per hh.
On-call bulky waste pick-up for non-qualifying residents	\$	per cubic yard per event.
	\$0	freon removal charge per unit.
On-call extra solid waste collection for residential premises	36-gallon cart:	\$
	64-gallon cart:	\$
	96-gallon cart:	\$
Cart exchange (for requests in addition to 2 x first year free exchange and subsequent 1x annual free exchange; includes delivery fee)	\$	per event.
Call back for collection as a result of	\$	per event.
Cart replacement as a result of loss or damage through willful or intentional misuse or abuse	\$	per cart including delivery fee.
Extra Commercial Pick-up:		
32-gallon can	\$	per event
36-gallon cart	\$	per event
64-gallon cart	\$	per event
96-gallon cart	\$	per event
1 1/2 c.y. bin	\$	per event
2 c.y. bin	\$	per event
3 c.y. bin	\$	per event
4 c.y. bin	\$	per event
5 c.y. bin	\$	per event
6 c.y. bin	\$	per event
7 c.y. bin	\$	per event
Key charge: Allowed when container	\$	per container per month
Enclosure charge: Allowed when collection requires removing a container from an enclosure and	\$	per container per month
Gate service charge: Allowed when collection requires passing through a gate in order to access a container.	\$	per container per month
Distance charge: Allowed when a container is placed further than 10 feet from where the collection vehicle has	\$	per fifty (50) feet per container per month
Other: Special Collection Solid Waste	\$0.00	per issue
Other:		None

ATTACHMENT A
Draft Contract

**RESIDENTIAL & COMMERCIAL FRANCHISE
AGREEMENT FOR SOLID WASTE, RECYCLING, YARD
WASTE, AND BULK WASTE COLLECTION SERVICES
AGREEMENT**



**Agreement
Between**

Town of Malabar

and

TBD

Approved: TBD

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SOLID WASTE, RECYCLABLES, AND BULK WASTE COLLECTION AND DISPOSAL AGREEMENT

Town of Malabar, Florida

This Contract is made and entered into this _____ day of _____, 2021, between the Town of Malabar, a municipal corporation of the State of Florida, Brevard County, Florida, hereinafter referred to as "TOWN," and "TBD" authorized to do business in the State of Florida, hereinafter referred to as "CONTRACTOR."

Now, therefore, in consideration of the mutual covenants, agreements and consideration contained herein, the TOWN and CONTRACTOR hereby agree as hereinafter set forth:

SECTION 1. EFFECTIVE DATE, COMMENCEMENT DATE, AND TERM

- A. Effective and Commencement Dates. The Effective Date of this Contract is the date this Contract is executed and signed by both the TOWN and CONTRACTOR. The Commencement Date is the date that Collection services required pursuant to this Contract commence, or January 1, 2022.
- B. Initial Term. The term of this Contract shall be for a six (6) year period beginning on the Commencement Date, not later than January 1, 2022, and terminating December 31, 2027.
- C. Renewal Option. This Contract shall automatically renew for up to three (3) additional three (3) year periods unless either party provides the other party with written notice of non-renewal at least one (1) year prior to the conclusion of any Contract term.

SECTION 2. DEFINITIONS

For the purpose of this RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION SERVICES AGREEMENT, hereinafter referred to as "Contract," the definitions contained in this Section shall apply unless otherwise specifically stated or otherwise in conflict with Florida law. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the TOWN Code shall control except where preempted by Florida law, in which case Florida law shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

- A. Biohazardous or Biomedical Waste means any waste that may cause disease or reasonably be suspected of harboring pathogenic organisms, including waste resulting from the operation of medical clinics, hospitals, and other facilities processing waste that may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing, and surgical gloves.
- B. Bulk Trash means those wastes that may require special handling and management and which by reason of bulk, shape, or weight cannot be placed in a Container. Bulk Trash includes, but is not limited to, furniture and fixtures, mattresses, White Goods, equipment, and any and all household goods that are customary to ordinary housekeeping operations of a Residential Service Unit. Bulk Trash must be generated by the customer at the Residential Service Unit at which the Bulk Trash is placed for Collection. Bulk Trash does not include Construction and Demolition Debris, Contractor-Generated Waste, or Exempt Waste.
- C. Bulk Waste means the combination of Bulk Trash and Yard Trash. Bulk Waste must be generated by the customer at the Residential Service Unit at which it is placed for Collection. Bulk Waste does not include Construction and Demolition Debris, Contractor-Generated Waste, or Exempt Waste.

- D. Business(es) means all retail, professional, wholesale, agricultural, industrial facility, or any other commercial enterprises offering goods or services to the public or other businesses; any church, synagogue, mosque, or other house of worship; and any schools or other institutions.
- E. Certificate of Occupancy means a document produced by the Town certifying that a newly constructed building has been constructed in compliance with Town specifications and Florida Building Code and is suitable for use.
- F. Collection means the process whereby Solid Waste, Recyclable Materials, Yard Waste or Bulk Waste is removed and transported to the facilities designated in this Contract.
- G. Commencement Date means the date Collection services pursuant to this Contract commence, prior to January 1, 2022.
- H. Compactor means any container that has a compaction mechanism, whether stationary or mobile.
- I. Construction and Demolition Debris or C&D Debris means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project.
- J. Container means any container intended for Collection.
- K. Contract means this agreement, including all attachments and amendments thereto, between the TOWN and the CONTRACTOR, governing the provision of services as provided herein.
- L. Contract Administrator means the Town Manager or designee.
- M. Contract Year means the time from the Commencement Date through December 31, 2022 and each year thereafter during the term of the Contract.
- N. CONTRACTOR means that person or entity that has obtained from the TOWN a Contract to provide the services set forth herein.
- O. Contractor-Generated Waste means Bulk Trash and/or Yard Trash generated by builders, building contractors, privately employed tree trimmers and tree surgeons, landscape services, lawn or yard maintenance services, and nurseries.
- P. County means Brevard County, Florida.
- Q. Designated Disposal Facility means the disposal facility designated by the TOWN.
- R. Designated Materials Recovery Facility or Designated MRF means the facility designated by the TOWN for delivery of all Residential Recyclable Materials collected pursuant to this Contract. The designated facility for collected recycling material will be the TBD.
- S. Dumpster means any metal container, with a capacity of two (2) or more cubic yards, designed or intended to be mechanically dumped into a loader packer type garbage truck.
- T. Effective Date means the date this Contract is executed by both the TOWN and CONTRACTOR.
- U. Exempt Waste means Biohazardous or Biomedical Waste, Hazardous Waste, Sludge, construction and demolition waste, tree parts or lumber that is more than four (4) feet in length in its longest dimension, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil and tires, those wastes under the control of the Nuclear Regulatory Council, Contractor-

Generated Waste, and those other materials whose size and/or weight are in excess of that allowed for Bulk Waste as defined herein.

- V. Hazardous Waste means any solid waste that is defined as a hazardous waste by the Florida Department of Environmental Protection in the State of Florida Administrative Code, or by any current or future federal, state, or local law.
- W. Holiday means a designated holiday on which the CONTRACTOR shall not be required to provide Residential and/or Commercial Collection Service or to maintain office hours. For the purposes of this Contract, Holiday shall only mean Memorial Day, Independence Day, Veterans Day, Thanksgiving Day and Christmas Day. and any day that the landfill closes unless additional Holidays are approved by the Contract Administrator.
- X. Non-Collection Notice means a durable tag, sign, and/or sticker placed on any Container or waste that has been set out for Collection by a customer but is not collectable in accordance with the provisions of this Contract and, therefore, has not been collected by the CONTRACTOR.
- Y. Recyclable Materials or Recyclables means those materials that are capable of being recycled and which would otherwise be processed or disposed of as Residential Solid Waste. Recyclable Materials include newspapers (including inserts), corrugated cardboard, mixed paper (including brown paper bags, magazines, phonebooks, junk mail, white and colored paper, and paperboard), aluminum cans, plastic containers and bottles marked with SPI codes 1-2, tin and ferrous cans, and other materials added by the TOWN.
- Z. Recycling Bin means a rigid rectangular receptacle made of plastic or other suitable substance of no less than eighteen (18) gallons for the Collection of Recyclable Materials.
- AA. Residence means any individual living unit in a single-family structure or building intended for, or capable of being utilized for, residential living. For the purposes of this Contract, the term Residence shall include a living unit that adjoins or is part of a building from which a duly licensed Business is conducted or operated.
- BB. Residential Collection Service means the Collection of Residential Waste from all Residential Service Units in the Service Area and the delivery of such materials to the facilities designated in this Contract.
- CC. Residential Customer means the occupant of the Residential Service Unit that receives Collection services pursuant to this Contract.
- DD. Residential Service Unit means any Residence receiving Residential Collection Service pursuant to this Contract.
- EE. Residential Waste means Solid Waste, Bulk Waste, and Recyclable Materials generated by Residential Customers and by the Town.
- FF. Roll Cart means a wheeled container designed and intended to be used for automated or semi-automated Collection of Solid Waste and/or Recyclable Materials that is a type and size approved by the Town.
- GG. Roll-off Container means any open-top Container of a capacity of ten (10) cubic yards or more.
- HH. Service Area means the municipal limits of the TOWN.
- II. Sludge means the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances, or any other such waste having similar characteristics or effects.
- JJ. Solid Waste means garbage, rubbish, refuse, trash, or other similar discarded material resulting from domestic, industrial, agricultural, or governmental operations. For the purposes of this Contract, the only things Solid Waste excludes are Recyclable Materials, Exempt Waste, and Residential Bulk Waste.

KK. TOWN means the Town of Malabar, Florida.

LL. Town Council or Council means the governing body of the Town of Malabar, Florida.

MM. White Goods means inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White Goods must be generated by the customer at the Residential Service Unit at which the White Goods are placed for Collection.

NN. Work Day means any day, Monday through Saturday, which is not a Holiday as set forth in this Contract.

OO. Yard Trash means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than four (4) feet in its longest dimension. Yard Trash must be generated by the customer at the Residential Service Unit at which the Yard Trash is placed for Collection. Yard Trash includes Christmas trees, but does not include Contractor-Generated Waste or Exempt Waste. Yard trash does not include vegetative or bulk material that is generated as the result of a hurricane or other declared disaster event.

SECTION 3. GENERAL DESCRIPTION OF CONTRACTOR'S SERVICES

- A. Exclusive Contract. The CONTRACTOR is herein granted an exclusive Contract to provide Residential Collection Service within the TOWN. The CONTRACTOR is not granted the exclusive right to collect C&D Debris. The CONTRACTOR may provide C&D Debris collection services at competitive rates that shall not be controlled by this Contract.
- B. Services to be Provided. The CONTRACTOR shall provide Residential Collection Service to all Residential Service Units and to the Town within the Service Area. The CONTRACTOR shall transport and deliver all Solid Waste, Recyclable Materials, and Bulk Waste collected pursuant to this Contract to the facilities designated herein. CONTRACTOR agrees and understands that the Residential Bulk Waste is not required to be containerized in cans or plastic bags. CONTRACTOR further agrees and understands that CONTRACTOR is responsible for collecting any Residential Waste that has spilled or is no longer containerized, unless such spillage is clearly not caused by the CONTRACTOR or an employee of the CONTRACTOR.
- C. Exempt Waste. The CONTRACTOR shall not be required to collect or dispose of Exempt Waste, but may offer such services. All such collection and disposal of Exempt Waste are not regulated under this Contract, but if provided by the CONTRACTOR shall be in strict compliance with all federal, state, and local laws and regulations.
- D. Responsibility for Billing. The CONTRACTOR shall be responsible for the billing and collection of payments for Residential and Commercial Collection Service. The CONTRACTOR shall be responsible for the billing and collection of payments for providing and servicing extra Residential Roll Carts, special collection services requested and provided to Residential Customers as outlined in Section 5.D of this Contract.
- E. Payment for Disposal. The CONTRACTOR shall be responsible for making payment to the Designated Disposal Facility for the disposal of all Solid Waste collected pursuant to this Contract, and shall provide documentation of such payment to the TOWN. If the Designated Disposal Facility requires that a payment bond be posted for disposal of Solid Waste collected pursuant to this Contract, the CONTRACTOR shall be responsible for posting such payment bond.

SECTION 4. TRANSITION IN SERVICE

- A. Transition Prior to Commencement Date of Service. The CONTRACTOR is responsible for providing a smooth transition in services to minimize inconvenience to Residential Customers. To accomplish this objective, the CONTRACTOR shall submit to the Contract Administrator, prior to the TOWN's execution of this Contract, a Transition Plan that provides a detailed description of how the CONTRACTOR will plan and prepare for initiating Collection services on the Commencement Date. The Transition Plan must meet the approval of the

Contract Administrator. If the Contract Administrator does not approve any part of the Transition Plan, CONTRACTOR shall provide a revised proposed Transition Plan within five (5) Work Days of notification. At a minimum, the CONTRACTOR must address the specific performance requirements listed below in the Transition Plan and accomplish them according to deadlines specified in the TOWN-approved plan. This list is not intended to identify all necessary tasks to be performed by the CONTRACTOR, but to provide a springboard for the CONTRACTOR to develop a comprehensive Transition Plan.

- (1) Contact List: List of key transition personnel including, but not limited to, service transition project manager, education and outreach coordinator, and operations director (or similarly titled positions).
- (2) Transition Meeting and Call Schedules: Proposed meeting and call schedules including, but not limited to, meetings with the Contract Administrator, Town staff, and outgoing contractor leading up to the Commencement Date.
- (3) Office: Schedule for setting up an office, installing local telephone number routed to the office, and training staff to begin receiving calls.
- (4) Fleet: Schedule for ensuring that all vehicles are street legal (registered, insured, licensed, and tagged) and providing a vehicle/equipment list and route summary to the Contract Administrator. For all new purchases, CONTRACTOR shall provide a list of vehicles, manufacturer, purchase order, and documentation of anticipated delivery date.
- (5) Staffing and Training: Schedule for obtaining necessary labor and training staff on equipment and routes.
- (6) Routing: Schedule for developing Solid Waste, Recyclables, and Bulk Waste routes, identifying obstacles such as low trees and overhead wires, and conducting dry-runs of collection routes.

B. Transition Prior to Expiration of this Contract.

- (1) Should the TOWN choose not to exercise the renewal option of this Contract or should no renewal options remain, the TOWN anticipates awarding a new contract at least six (6) months prior to the expiration of this Contract or any subsequent renewals. In the event a new contract has not been awarded within such time frame, the CONTRACTOR agrees to provide service to the TOWN for up to an additional one hundred and eighty (180) day period beyond the expiration of the Contract, provided the TOWN requests said services, in writing, at such time. The service rates for this additional period will be adjusted as they normally would on January 1 as specified in Sections 12 and 13 of this Contract.
- (2) At the expiration of this Contract, the CONTRACTOR shall work with the TOWN and the newly selected hauler to ensure a smooth transition period with no interruption of service, including, but not limited to, compliance with the following performance requirements:
 - (a) Attend coordination meetings with the TOWN and newly selected hauler, as requested.
 - (b) Work with the newly selected hauler to develop a mutually agreeable schedule for removal of CONTRACTOR-owned Containers and placement of newly selected hauler's containers. The schedule shall ensure no interruption in solid waste services.
 - (c) Allow the newly selected hauler to purchase or rent for up to ninety (90) days, CONTRACTOR-owned Containers from the CONTRACTOR. The purchase price and/or rental shall be negotiated.
- (3) The TOWN reserves the right to withhold payment to CONTRACTOR for the final month of service until CONTRACTOR has complied with all requirements of this Section.

SECTION 5. RESIDENTIAL COLLECTION SERVICE

A. Residential Solid Waste Collection.

- (1) The CONTRACTOR shall provide Residential Solid Waste Collection to all Residential Service Units in the Service Area TBD time(s) per week with not less than forty-eight (48) hours or more than seventy-two (72) hours between regularly scheduled pickup days, with the exception of Holidays as set forth herein. Residential Solid Waste Collection shall occur TBD per week on Tuesday and Friday, unless a modification is approved by the Contract Administrator.
- (2) All Residential Solid Waste shall be properly containerized. All Solid Waste to is to be placed in contractor-provided carts with a capacity of not more than ninety-six (96) gallons and weighing not more than fifty (50) pounds. CONTRACTOR is expected to pick up additional boxes, that may be placed next to Roll Carts. Residential Customers may request the CONTRACTOR to provide and service additional Solid Waste Roll Carts as specified in Section 6.B(4) of this Contract.
- (3) Hours: Residential Collection Service shall be provided commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m. The hours and days of Collection may be extended due to extraordinary circumstances or conditions, with the prior written consent of the Contract Administrator.

B. Residential Bulk Waste Collection.

- (1) The CONTRACTOR shall provide Residential Bulk Waste Collection, consisting of Yard Trash and Bulk Trash, to all Residential Service Units in the Service Area. Non-vegetative Residential Bulk Waste Collection shall occur on the solid waste collection days and vegetative bulk waste shall occur once per week on Thursday, unless otherwise approved in writing by the Contract Administrator; large piles of vegetative bulk waste shall be collected within 5-7 days of solid waste route driver initiated or customer request to collector. Bulk Waste Collection is limited to twelve (20) cubic yards or as adopted by Town ordinance, per set-out.
- (2) If Bulk Waste exceeds the twelve (20) cubic yard limit, the CONTRACTOR will treat any amount above the twenty (20) cubic yard limit as a special collection service in accordance with Section 5.D(2).
- (3) The CONTRACTOR may collect Bulk Trash and Yard Trash in the same vehicle or in separate vehicles but shall collect such material in such a way that Yard Trash can be separated for recycling. Residents are asked to place non-containerized Yard Trash separate from Bulk Trash into an unobstructed pile to permit the CONTRACTOR to collect such Yard Trash with a grapple or clam truck, although at times hand collection, or an alternative method of collection, may be required. Collection of Yard Trash using a grapple or clam truck may be on the same Collection day as Collection of Bulk Trash. Collection of Bulk Trash may use a grapple or clam truck, although at times hand collection, or an alternative method of collection, may be required.
- (4) The CONTRACTOR shall collect White Goods so that they can be recycled. Residents are asked to place White Goods adjacent to other Bulk Trash but separate so as not to be obstructed. Even if residents fail to separate their White Goods, CONTRACTOR shall still utilize its best efforts to recycle comingled White Goods collected.

C. Residential Recyclables Collection.

- (1) The CONTRACTOR shall provide Residential Recyclables Collection to all Residential Service Units in the Service Area. This service shall be provided once every week on Friday, unless a modification is approved in writing by the Contract Administrator.
- (2) Residential Recyclables shall be collected in a single stream, meaning that paper and commingled containers may be placed in the same recycle bin. All Recyclables are to be placed in 64 gallon recycle bins. Residential Customers may request the CONTRACTOR to provide and service additional recycle bins as specified in Section 6.C(2) of this Contract.
- (3) Contractor and City shall mutually agree on any additions or deletions of recyclable types to be collected. The addition of items shall be at no additional cost to the TOWN unless the CONTRACTOR can document that the addition of such items substantially impacts the cost of providing Residential Collection Service.

D. Residential Special Collection Service.

- (1) For an additional fee, Residential Customers may request special collection service from the CONTRACTOR that exceeds the base-level services outlined herein. CONTRACTOR shall be responsible for invoicing and collecting payment from Residential Customers for special collection services outside the scope of this contract. The TOWN is not liable for a Residential Customer's failure to remit payment to CONTRACTOR for any special collection service provided.
- (2) Bulk Waste in excess of twelve (20) cubic yard limit. If a Residential Customer places more than twenty (20) cubic yards of Bulk Waste curbside for Collection, the CONTRACTOR shall collect all Bulk Waste and shall invoice the Customer for the amount of Bulk Waste exceeding the twenty (20) cubic yard limit. This per cubic yard amount shall be as approved in the contract between the Town and the CONTRACTOR.
- (3) By noon the business day following each Work Day, the CONTRACTOR shall provide the Town with the residential address associated with any overage of bulk waste to be charged and shall provide digital photographs of the entire pile prior to Collection, to document the size of the Bulk Waste pile.
- (4) No Mixing of Residential Materials.
- (5) The CONTRACTOR shall collect Residential Solid Waste, Yard Waste, Bulk Waste, and Recyclable Materials generated in the TOWN separate from any Solid Waste, Yard Waste, Bulk Waste, or Recyclable Materials generated in another jurisdiction.
- (6) The CONTRACTOR shall not commingle Residential Recyclable Materials with other Residential Waste.

E. Side or Back Door Collection. Notwithstanding any term or definition set forth in this Contract, side or back door Collection of Residential Solid Waste and Residential Recyclable Materials from a Residential Service Unit shall be required if all adult occupants residing therein are disabled and if a request for side or back door Collection has been made to, and approved by, the Contract Administrator in the manner required by TOWN. The Contract Administrator shall notify the CONTRACTOR in writing of any customers requiring side or back door Collection. No additional monies shall be due to the CONTRACTOR for the provision of side or back door Collection to disabled Residential Customers. The CONTRACTOR will not be required to enter any buildings, garages or gated areas of the property to service a Residential Customer.

F. Hours. Residential Collection Service shall be provided Monday through Saturday, commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m., with no service on or Sunday. The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions, with the prior consent of the Contract Administrator.

G. Holidays. For collection of solid waste that occurs twice per week, In the event a Residential Customer's normal Collection Day falls on a holiday observed by the CONTRACTOR and accepted by the TOWN via this CONTRACT, Collection shall occur on the Residential Customer's next regularly scheduled Collection Day. For collection of solid waste that occurs once per week, In the event a Residential Customer's normal Collection Day falls on a holiday observed by the CONTRACTOR and accepted by the TOWN via this CONTRACT, Collection shall occur on the next business day following the holiday.

H. Accessibility. All properly prepared Residential Containers, including Roll Carts, shall be placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and customer, that will provide safe and efficient accessibility to the CONTRACTOR'S collection crew and vehicle. When possible, CONTRACTOR shall work to ensure that Containers, including Roll Carts, are placed in an upright position within three (3) feet of the curb, swale, roadway, or other such location agreed to by the CONTRACTOR and customer, that will help to ensure that no Container or Roll Cart impedes, alters, or prevents the vehicular traffic. In certain instances, properly prepared Residential Waste may be placed in driveway turnout areas to avoid placing it in the traveled

roadway. The CONTRACTOR shall report monthly to the Contract Administrator all situations that prevent or hinder Collection on any premises.

I. Manner of Collection.

- (1) The CONTRACTOR shall provide Residential Collection Service with as little noise and disturbance as possible.
- (2) CONTRACTOR's employees shall completely empty any Container without obstructing alleys, roadways, driveways, sidewalks, or mailboxes. Roll Carts shall be placed in an upright position with the lid closed. Containers with unattached lids shall be placed either in an upright position with the lid set on top or in an inverted position with the lid placed underneath to help prevent the lid from flying away or if that is impractical directly behind the Container.
- (3) CONTRACTOR'S employees shall follow the regular walk for pedestrians while on private property. No trespassing by CONTRACTOR'S employees will be permitted or crossing property to the adjoining premises unless the occupant or owner of both properties has given permission. Care shall be taken to prevent damage to property, including flowers, shrubs, and other plantings. CONTRACTOR is responsible for repairs to all damaged property.
- (4) CONTRACTOR's Collection vehicles shall remain on the right-hand side of the road when providing Residential Collection Service on two-way streets with center stripes. At no time shall collection crews cross to the opposite side of a street with center stripes to retrieve Containers, Roll Carts, or materials that have been set out for Collection. In situations where it is impossible or difficult to turn around to serve a location from the right side of the vehicle, then left-side service is permitted, but only in a manner that ensures the safety of residents and collection workers and only when approved by the Contract Administrator. At no time shall collection workers use the riding steps when the vehicle is backing up, exceeding 10 miles per hour, or traveling more than 0.2 miles.

J. Spillage. The CONTRACTOR shall clean up any Residential Solid Waste spilled from a Container by the CONTRACTOR, or its employees or Residential Bulk Waste spilled or scattered by the CONTRACTOR or its employees prior to proceeding to the next customer, if reasonably possible, but in no event prior to the end of that pick-up day. Care shall be taken by CONTRACTOR'S employees to prevent damage to Containers by unnecessary rough treatment.

K. Routes and Schedules. The CONTRACTOR shall provide the Contract Administrator with schedules for all Residential Collection Service routes in accordance with the Transition Plan and shall always keep such information current. If any changes in the Collection routes occur, the Contract Administrator shall be immediately notified in writing. No permanent change in routes or schedules that will alter the days of Residential Waste Collection may be made without the prior written consent of the Contract Administrator. In the event a permanent change in routes or schedules that will alter the days of Residential Waste Collection is approved by the Contract Administrator, the CONTRACTOR shall immediately notify the affected Residential Customers, in writing or other manner as approved by the Contract Administrator, not less than two (2) weeks prior to the change.

SECTION 6. RESIDENTIAL COLLECTION CONTAINERS

A. Customer-Provided Containers. Within three (3) Work Days of being notified by a Residential Customer or the TOWN that CONTRACTOR or its employees destroyed the customer's container, CONTRACTOR shall provide the Residential Customer with a container of comparable size and quality. CONTRACTOR is not responsible for a replacement Container if it can satisfactorily prove to the Contract Administrator that CONTRACTOR or its employees did not damage the customer's Container. Prior to payment or replacement of the Container, the Residential Customer shall give CONTRACTOR their damaged Container for disposal.

B. Purchase and Distribution of Solid Waste & Recycle Roll Carts.

- (1) The standard Solid Waste Roll Cart shall be TBD on option, ninety-five (95) gallons or similar in size. However, CONTRACTOR shall make sixty-five (65) gallon (or similar in size) Solid Waste Roll Carts available upon request by a Residential Customer. Prior to assembly and distribution of Solid Waste Roll Carts, CONTRACTOR may conduct a survey of Residential Customers to determine which size Solid Waste Roll Cart they prefer. If CONTRACTOR plans to conduct such a survey, the details of such survey shall be included in the Transition Plan and the survey and method of collection of survey data must be approved by the TOWN in advance of its distribution.
- (2) Upon request by a Residential Customer, CONTRACTOR shall exchange a Solid Waste Roll Cart with an alternatively sized Roll Cart within five (5) Work Days of request for such exchange by the customer or TOWN. CONTRACTOR shall provide one (1) Solid Waste Roll Cart exchange per Residential Customer during the initial Contract term at no charge to the customer or the TOWN. Should a Residential Customer request additional exchanges, CONTRACTOR may charge the Residential Customer no more than one hundred dollars (\$100) per Roll Cart that is exchanged. CONTRACTOR shall track and report exchanges in the asset management database specified in Subsection E below.
- (3) Upon request by a Residential Customer, CONTRACTOR shall provide more than one (1) Solid Waste Roll Cart to accommodate extra materials. CONTRACTOR shall charge Residential Customer for each extra Solid Waste Roll Cart for an additional unit in accordance with Exhibit 1. CONTRACTOR shall provide additional Solid Waste Roll Carts within five (5) Work Days of request by a Residential Customer or the TOWN. CONTRACTOR shall record all extra Solid Waste Roll Carts delivered to Residential Customers in the asset management database and report them monthly to the Contract Administrator. If a Residential Customer desires the Collection of the extra Solid Waste Roll Cart(s), CONTRACTOR shall issue an annual invoice for the Collection that shall be paid directly by the Residential Customer to CONTRACTOR in accordance with the rate schedule provided in Exhibit 1. Such annual invoice shall be prorated based upon the 1st day of the month that Collection commences, and it shall be based upon a calendar year. CONTRACTOR shall send all renewal invoices to the Residential Customers in December of each calendar year. CONTRACTOR shall not be required to collect any extra Solid Waste Roll Cart(s) unless it has been paid to collect same. Residential Customer may cancel its extra Solid Waste Roll Cart(s) Collection at any time, but such cancellation shall only go into effect the next calendar year. Residential Customers who cancel their extra Collection shall not receive a proration for services, nor shall they be able to seek a credit for failure to utilize this service. The TOWN is not liable or responsible for any payment to CONTRACTOR for the failure of payment by a Residential Customer, or for CONTRACTOR's collection of such extra waste.
- (4) CONTRACTOR shall provide a transition plan to the Contract Administrator, which is subject to the approval of the Contract Administrator. The transition plan shall include the information specified below:
 - (a) Cart Procurement: Schedule for purchase and manufacturing of CONTRACTOR-provided Roll Carts for Residential Collection Service including artwork approval by TOWN and prototype delivery. The TOWN retains the right to require acceptable documentation including, but not limited to, purchase orders, delivery schedules, and receipts of payment.
 - (b) Cart Assembly and Distribution (A&D): Schedule for Roll Cart A&D including cart shipment dates, days and hours of operations, and completion of A&D. All Roll Carts shall be delivered to all customers at least two (2) weeks prior to the Commencement Date. An A&D plan shall also be included two (2) weeks prior to the Commencement date identifying A&D contractor, if applicable, and contact information, staging areas, A&D route schedule, number of crews, expected number of carts delivered per crew per day, method of assigning carts to addresses, data points to be collected at time of A&D, and upload frequency of data into central A&D database. CONTRACTOR shall provide a list matching the serial number of each Roll Cart to the specific address to which each Roll Cart has been assigned. After delivery, residents may affix their names and property address onto their assigned Roll Cart.

- (c) Cart Swaps: Schedule for Roll Cart swaps, including plan for receiving swap requests, initiating exchanges, and maintaining asset management database.

C. Purchase and Distribution of Recycling Bins.

- (1) Prior to the Commencement Date, the CONTRACTOR shall ensure that all Residential Customers desiring Recycling Bins are provided such. Recycling Bins shall be of a similar size and quality as those currently in use, meet the technical specifications provided in Exhibit 5, and be approved by the Contract Administrator. The CONTRACTOR shall purchase and provide Recycling Bins to all new Residential Customers within five (5) Work Days of notification of a new Residential Customer.
- (2) Upon request by a Residential Customer, CONTRACTOR shall provide more than one (1) Recycling Bin to accommodate extra recyclable materials. CONTRACTOR shall provide additional Recycling Roll Bins within five (5) Work Days of request by a Residential Customer or the TOWN. CONTRACTOR shall record all extra Recycling Bins delivered to Residential Customers on the asset management list and report them monthly to the Contract Administrator. Additional Recycling Bins shall be collected at no additional cost to the Residential Customer or the TOWN.

D. Repair and Replacement of Solid Waste and Recycling Bins.

- (1) CONTRACTOR shall maintain a sufficient inventory of Solid Waste Roll Carts (if this option is ever selected) and Recycling Bins to be able to deliver new or replacement Roll Carts/Bins of the requested size within five (5) Work Days of receiving request.
- (2) CONTRACTOR shall repair or replace a Roll Cart/Bin within five (5) Work Days of receiving notice from the TOWN or customer of the need for repair, or if identified unserviceable by CONTRACTOR.
- (3) Any Roll Carts/Bins damaged by the CONTRACTOR, including extra Roll Carts/Bins, shall be replaced by the CONTRACTOR, at the CONTRACTOR's expense, at no cost or inconvenience to the Residential Customer.
- (4) The cost of replacing Roll Carts/Bins due to loss, theft (without documented police report), or destruction through no fault of the CONTRACTOR shall be charged by the CONTRACTOR to the Residential Customer for an amount not to exceed the rate schedule set forth in Exhibit 1. This rate may be adjusted by the TOWN if the CONTRACTOR provides sufficient documentation to demonstrate that such adjustment is warranted. This fee may be collected from the Residential Customer by the CONTRACTOR at the time of delivery of the Roll Cart/Bin.

E. Asset Management List.

- (1) The TOWN will provide the CONTRACTOR with a list of Residential Customers that includes the parcel folio number, address, and number of Residential Service Units on each parcel. CONTRACTOR shall use this list to develop and maintain an asset management database through which CONTRACTOR shall be responsible for reporting and tracking the movement of all Roll Carts used for Residential Collection Service, including deliveries, removals, exchanges, repairs, warranty recovery, and any other information necessary to manage cart assets, subject to TOWN approval. The database shall also specify the route for each Residential Service Unit and shall be in a format that is searchable by the Contract Administrator. The initial database must be populated and transmitted to the Contract Administrator in accordance with the approved Transition Plan. All database adjustments must be made within forty-eight (48) hours of physical inventory exchange and completion of work order. If a cart is swapped out, data for the cart removed and the cart replaced is to be provided. Data fields shall include, but not be limited to the following:
 - (a) Work order number, date, and status
 - (b) Residential Service Unit name/ID and address

- (c) Parcel folio number (as provided by the TOWN)
 - (d) For each Roll Cart at each Residential Service Unit, the type (Solid Waste or Recycling), size, and serial number
 - (e) Routes on which the Residential Service Unit is serviced
- (2) CONTRACTOR shall provide the Contract Administrator with an updated copy of the asset management database quarterly, as well as access upon request.
- F. Ownership of Roll Carts/Bins. Ownership of Roll Carts/Bins provided by CONTRACTOR shall rest with the CONTRACTOR until expiration or termination of this Contract, at which point ownership and warranty transfer shall rest with the TOWN. Should the Contract be terminated early for convenience, the TOWN shall pay the CONTRACTOR a prorated amount for the purchase price of the Solid Waste Roll Carts based on a five (5) year amortization schedule.

SECTION 7. RESIDENTIAL NON-COLLECTION PROCEDURES

- A. In the event Solid Waste contains Exempt Waste, Recyclable Materials are contaminated through commingling with Solid Waste, or other occurrence that would warrant legitimate non-collection by the CONTRACTOR, the CONTRACTOR shall affix a Non-Collection Notice to the Container or waste itself explaining why Collection was not made and explaining proper procedures for setting out Solid Waste, Bulk Waste, and Recyclable Materials. CONTRACTOR shall take digital photographs of the waste or pile to document the reason for non-collection. If the uncollected waste consists of Bulk Waste, CONTRACTOR shall take photographs from at least one (1) side of the pile, at a minimum.
- B. The design and content of all Non-Collection Notices must be approved by the Contract Administrator and the cost of printing and delivery of said notices shall be paid for by the CONTRACTOR.
- C. By the end of each Work Day or in no event later than noon the next Work Day, the CONTRACTOR shall electronically transmit to the Contract Administrator a list of all Residential Service Units at which Collection was not made that Work Day. This list shall include the reasons for the non-collection and the addresses of such non-collection. The CONTRACTOR shall also electronically transmit all digital photographs of the non-collection to the Contract Administrator.

SECTION 8. RESIDENTIAL BULK WASTE PROCESSING

- A. The CONTRACTOR is responsible for the transport, processing, marketing, and final disposal of all Residential Bulk Waste collected by the CONTRACTOR. Bulk Waste must be processed or disposed at a legally permitted and licensed facility(ies) to process such materials, as agreed upon by the TOWN and CONTRACTOR. The Bulk Waste processing facility shall be (name of facility specified by selected vendor to be inserted) or such other facility(ies) approved in writing by the Contract Administrator.
- B. To the extent practical, the CONTRACTOR shall recycle any recyclable items collected in the Residential Bulk Trash, including White Goods, and shall mulch, compost, or otherwise recycle Yard Trash. The CONTRACTOR shall record the quantities of Bulk Trash and Yard Trash recycled and the quantities disposed and shall report such quantities to the Contract Administrator for each month and the report shall be given to the Contract Administrator within the month following the report date.

SECTION 9. DESIGNATED FACILITIES

- A. Except as set forth below, all Residential Solid Waste collected by the CONTRACTOR shall be transported to, and disposed of, at any facility selected by the Contractor and approved by the TOWN. The designated facility

for collected solid waste and bulk waste will be the Brevard County, Sarno Transfer Station 3379 Sarno Road, Melbourne, FL 32934.

- B. All Residential Recyclable Materials collected by the CONTRACTOR shall be delivered any facility selected by the Contractor and approved by the TOWN. The designated facility for collected recycling material will be the Waste Management Recycling Center, 3303 Lake Dr Cocoa, FL 32926.
- C. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Section 21 of this Contract and may result in the CONTRACTOR being in default under this Contract.

SECTION 10. ADDITIONAL SERVICES

- A. TOWN Services. The CONTRACTOR shall provide, at no cost to the TOWN, Solid Waste and Recyclables Collection services to all Town facilities, including the provision and servicing of Containers. Provided below is a list of services provided at the time of Contract execution. Services to be provided may be adjusted during the term of the Contract based on need.

Locations	Address	Service Frequency	Garbage Carts	Recycle Carts	Dumpster Size
Malabar Town Hall	2725 Malabar Rd	Twice Weekly	(1) 64-Gallon Cart	(1) 64-Gallon Cart	N/A
Malabar Fire Department	1810 Malabar Rd	Once weekly	(1) Dumpster	-	4 yards
Malabar Public Works Facility	1435 Centre St.	Once weekly	(1) Dumpster	-	4 yards
(2) Community Events	1850 Malabar Rd	Once per Event	(12) 64 Gallon Cart/One Time Use Containers	(6) 64 Gallon Cart/One Time Use Containers	N/A

- B. Public Awareness Program. The CONTRACTOR agrees to participate in public outreach events, at no charge to the Town, by providing up to twelve (12) hours per year of an outreach person’s time at such public outreach events, provided that notice of at least two weeks is given. If the TOWN'S notice for CONTRACTOR'S cooperation under this Section is less than two weeks, CONTRACTOR, at its sole discretion, may agree to provide the requested outreach person.

SECTION 11. RESIDENTIAL RATES AND BILLING

- A. Customer Billing. Except as specifically provided herein, the CONTRACTOR shall be responsible for the billing and collection of payments for all Residential & Commercial Collection Service. The CONTRACTOR shall be responsible for directly billing Residential & Commercial Customers for providing and servicing extra Roll Carts and for providing special collection service as specified in Section 5.D of this Contract.

Residential Service Unit Count. No later than October 1st, 2021, the TOWN will provide the CONTRACTOR with an initial list of Residential Service Units within the Service Area. In the event the CONTRACTOR does not agree with the Residential Service Unit count provided by the TOWN, the CONTRACTOR may request that the TOWN and the CONTRACTOR perform a joint physical count of the Residential Service Units in the Service Area. If the CONTRACTOR does not dispute the number of Residential Service Units provided by the TOWN for a given month within 30 days of receipt of said month’s payment, the number of Residential Service Unity shall be deemed to be accepted by the CONTRACTOR and CONTRACTOR waives all rights to recourse for its failure to contest the Residential Service Unit count provided by the TOWN.

- B. Service Rates. In accordance with the rates and generation factors established in Exhibit 1, attached hereto and included herein, the collection elements of the initial service rate shall not be adjusted for the first year of the contract effective with the commencement of service date of no later than January 1, 2022.
- C. Service Rate Adjustments. The rates for Residential Collection Service shall be adjusted January 1, 2023, and annually thereafter each Contract Year, as described herein. Any requested adjustments must be submitted to the Town by October 1st of each year for the following fiscal year, beginning with October 1, 2022. An example of the calculation of such adjustment is provided in Exhibit 2. All rate adjustments shall be reduced to writing and signed by the CONTRACTOR representative identified in Section 27 and the Town Manager.
- D. Indexes for Adjusting Rates. The following indexes shall be used for calculating rate adjustments pursuant to this Contract. If either of these indexes is discontinued or substantially altered, the TOWN shall select another relevant index published by the United States Government or by a reputable publisher of financial and economic indexes.
- (1) The Consumer Price Index (CPI) used for adjusting rates shall be the Consumer Price Index for Series Id: CUUR0000SEHG02, Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics.
 - (2) The Fuel Index used for adjusting rates shall be the Lower Atlantic (PADD 1C) Ultra Low Sulfur (15 ppm and under) Retail Diesel Prices (Dollars per Gallon) as published by the Energy Information Administration of the United States Department of Energy.
- E. Collection Element Adjustment. The collection elements of the Residential Collection Service rates shall be adjusted based on the Consumer Price Index and Fuel Index, as defined in this Section and illustrated in Exhibit 2.
- (1) Ninety-five percent (95%) of the collection elements of the Residential service rates shall be adjusted based on one hundred percent (100%) of the percentage change in the CPI for February of the previous year and February of the current year, rounded to the nearest hundredth of a percent.
 - (2) Five percent (5%) of the collection elements of the Residential service rates shall be adjusted based on the percentage change in the average monthly Fuel Index for the twelve (12) month period ending February of the previous year and the average monthly Fuel Index for the twelve (12) month period ending February of the current year, rounded to the nearest hundredth of a percent.
 - (3) In no event shall the annual collection element adjustment exceed five percent (5%) of the collection element of the service rate paid by the Town in the previous Contract Year.
- F. Solid Waste Disposal Element Adjustment. The Solid Waste disposal element of the Residential service rate shall be adjusted on the effective date of the new rate based on the new tipping fee at the Designated Disposal Facility. The new annual Residential Solid Waste disposal element shall be calculated as follows:

$$\begin{array}{rclcl}
 \text{New tipping} & \times & 0.764 \text{ tons/Residential} & = & \text{New Residential Solid Waste} \\
 \text{fee (\$/ton)} & & \text{Service Unit (Solid Waste} & & \text{disposal element} \\
 & & \text{generation factor)} & & \text{(\$/Residential Service Unit)}
 \end{array}$$

Such changes in rate shall be effective January 1st of the next fiscal year. In no event shall the CONTRACTOR utilize any tipping fee, other than the current approved tipping fee, in the preparation of its monthly invoices to the TOWN; except that in the event the CONTRACTOR is charged a tipping fee that is less than the current approved tipping fee for the disposal of Residential Solid Waste, such lower tipping fee shall be used in the preparation of the monthly invoice to the TOWN. The TOWN may request from the CONTRACTOR such further information as may be reasonably necessary in making its determination.

- G. Bulk Waste Disposal Element Adjustment. The Bulk Waste disposal element of the Residential service rate shall be adjusted based on the new disposal rate at the Designated Disposal. The new annual Residential Bulk and Yard Waste disposal element shall be calculated as follows:

$$\begin{array}{rcl} \text{New tipping} & \times & 0.623 \text{ tons/Residential} \\ \text{fee (\$/ton)} & & \text{Service Unit (Bulk Waste} \\ & & \text{generation factor)} \\ & = & \text{New Residential Bulk Waste} \\ & & \text{disposal element} \\ & & \text{(\$/Residential Service Unit)} \end{array}$$

- H. Generation Factor Adjustments. The generation factors specified in Exhibit 1 that are used to calculate the rates for Solid Waste disposal and Bulk Waste disposal shall be set by July 15, 2021, and shall be adjusted October 1, 2021, and shall then remain constant for the remainder of the Contract term. The generation factors will be adjusted based on the average quantities of Residential Solid Waste and Residential Bulk Waste (not including Bulk Waste that exceeded the 20 cubic yard limit per pickup) collected per Residential Service Unit during the first Contract Year. Regardless of final determination of the average quantities of Residential Solid Waste and Residential Bulk Waste collected per Residential Service Unit during the first Contract Year, the adjusted generation factor for Residential Bulk Waste shall not exceed the TBD level of TBD tons per Residential Service Unit per year and the generation factor for Residential Solid Waste shall not exceed the generation factor provided in Exhibit 1 of TBD tons per Residential Service Unit per year. The Contractor shall provide monthly documentation demonstrating the accuracy of the tonnage of Residential Solid Waste and Bulk Waste collected in the Town during the first Contract Year. The Solid Waste disposal element and Bulk Waste disposal element shall be calculated based on these adjusted generation factors, as well as the adjustments specified in Sections 12.H and 12.I above. Notwithstanding the CONTRACTOR provided monthly reporting, the TOWN may elect to conduct its own waste management study. The generation factors determined by that study will be the factors used in the CONTRACT.
- I. Contract Preparation and Administration Expenses. The TOWN shall assume all expenses regarding contract preparation and general administration of the contract by TOWN employees.
- J. Recycling Revenues. The TOWN shall retain any revenue generated from the processing and sale of Residential Recyclable Materials after processing and transportations fees are paid.

SECTION 12. CHANGE IN LAW AND UNUSUAL CHANGES IN THE COST OF DOING BUSINESS

The CONTRACTOR may petition the TOWN for an additional rate adjustment resulting from a change in domestic law or unusual cost of doing business. The CONTRACTOR'S request shall contain substantial proof and justification to support the need for the rate adjustment. The TOWN may request from the CONTRACTOR such further information as may be reasonably necessary in making its determination. Within sixty (60) calendar days of receipt of the request and all other additional information required by the TOWN, the Town Manager shall make a determination regarding the equity of the request and shall make a recommendation to the Town Council at a regular meeting. Adjusted Rates shall become effective upon approval by the Town Council.

SECTION 13. CONTRACTOR'S PERSONNEL

- A. The CONTRACTOR shall assign a qualified supervisor to oversee the operations within the Service Area and shall provide the name of that person in writing to the Contract Administrator annually and any other time the person in that position changes. The supervisor shall always be available to the TOWN by telecommunications equipment that the CONTRACTOR is providing Residential Collection Service. The supervisor or their representative shall be available onsite within four (4) hours or before the end of the Work Day if requested by the Contract Administrator.
- B. The CONTRACTOR shall employ and assign qualified personnel to perform all services set forth herein. The CONTRACTOR shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

- C. The TOWN may request the transfer of any employee of the CONTRACTOR who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.
- D. CONTRACTOR'S employees shall be required to wear a clean uniform shirt bearing the CONTRACTOR'S name. CONTRACTOR'S employees, who normally come into direct contact with the public, including drivers, shall bear some means of individual identification such as a name tag or identification card.
- E. Each driver of a Collection vehicle shall at all times carry a valid Florida driver's license and all other required licenses for the type of vehicle that is being operated.
- F. CONTRACTOR'S employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of the TOWN. The CONTRACTOR'S name and office telephone number shall be properly displayed on all Collection vehicles.

SECTION 14. SPILLAGE AND LITTER

- A. The CONTRACTOR shall not litter any premises in the process of providing Residential Collection Service. The CONTRACTOR shall exercise all reasonable care and diligence in providing Collection services so as to prevent spilling or dropping of Solid Waste, Bulk Waste, or Recyclable Materials during Collection activity and shall immediately, prior to proceeding to the next customer, if reasonably possible, but in no event prior to the end of that pick up day, clean up such spilled or dropped Solid Waste, Bulk Waste, or Recyclable Materials. The CONTRACTOR shall transport all Solid Waste, Bulk Waste, and Recyclable Materials in such a manner as to prevent the spilling or blowing from the CONTRACTOR'S vehicle.
- B. Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from the CONTRACTOR'S operations or equipment repair shall be covered immediately with an absorptive material and removed from the street or other surface. When necessary, CONTRACTOR shall apply a suitable cleaning agent to the street surface to provide adequate cleaning or remove contaminated surface soil or material and promptly replace with clean soil or surface material. CONTRACTOR shall provide the TOWN with a daily report of any such leakage, the location of such leakage, the vehicle at issue, and the remediation measures used to correct same.

SECTION 15. COLLECTION EQUIPMENT

- A. The CONTRACTOR shall always have on hand, in good working order, such collection equipment as shall permit the CONTRACTOR to adequately and efficiently perform the duties specified in this Contract. Any proposed change in the collection system being used by the CONTRACTOR during the Contract period shall be submitted in writing by the CONTRACTOR to the Contract Administrator.
- B. Residential collection vehicles shall be of a type sufficient to efficiently collect all Solid Waste, Yard Waste, Bulk Waste, and Recyclable Materials covered by this Contract, and transport such materials to the designated facilities in a manner such that no collected materials can be blown or fall from the vehicle during transport. The CONTRACTOR may utilize open-bed vehicles in the provision of Bulk Waste Collection; however, the vehicles must contain the Bulk Waste so that no material is spilled, leaked, or blown from the vehicle, and the vehicle must be covered with a securely fastened tarp during transport.
- C. Each collection vehicle shall always be equipped with: (a) all safety supplies, equipment, and first aid supplies required by applicable laws; (b) a fire extinguisher; (c) a heavy-duty broom, a rake, and a large dustpan or shovel; (d) a spill response kit; (e) an audible back-up warning device; and (f) back-up cameras. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from CONTRACTOR's collection vehicles.
- D. All equipment shall be kept well painted, shall clearly display and shall only display CONTRACTOR's name and telephone number, and shall be maintained in good repair, appearance, and sanitary, clean condition in order

to meet community standards of appearance at all times. All collection equipment shall be leak-proof to prevent any liquid from draining onto the ground. The TOWN reserves the right, at its discretion, to require a vehicle be taken out of service for habitual leakage of oil, hydraulic fluid, or other liquids or other maintenance issues. Such vehicle shall not be placed back into service until and unless the TOWN is able to verify that the necessary repairs have been made.

- E. The CONTRACTOR shall have available to it, at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the CONTRACTOR to perform the contractual duties.

SECTION 16. OFFICE

- A. The CONTRACTOR shall maintain an office where complaints can be received and which provides toll-free telephone access for customers living in the TOWN. Such office shall be equipped with sufficient telephones, shall have responsible persons in charge, and shall be open 8:00 a.m. to 5:00 p.m. Monday through Friday on those days that the CONTRACTOR provides Residential Collection Service. The CONTRACTOR shall provide either a telephone answering service or mechanical device to receive customer inquiries during those times when the office is closed. Messages left on the answering service or mechanical device shall be responded to on the next Work Day.
- B. The CONTRACTOR shall provide the Contract Administrator with an emergency phone number where the CONTRACTOR can be reached outside of the required office hours.

SECTION 17. SERVICE INQUIRIES, COMPLAINTS, AND PROPERTY DAMAGE

- A. All service inquiries and complaints shall be directed to the CONTRACTOR. A representative of the CONTRACTOR shall be available to receive the complaints during normal business hours. All service complaints shall be handled by the CONTRACTOR in a prompt and efficient manner. In the case of a dispute between a CONTRACTOR and a customer, the matter will be reviewed and a decision made by the Contract Administrator.
- B. The CONTRACTOR will maintain a written record of all calls it receives regarding services provided pursuant to this Contract, including but not limited to inquiries, missed Collections, and complaints (Call Log). CONTRACTOR shall use a standard form for the Call Log, as approved by the Contract Administrator, to record the pertinent facts of each call, including but not limited to date and time of call; name, address, and telephone number of person calling; reason for the call; action taken by CONTRACTOR; and date and time any issue was resolved. CONTRACTOR shall keep this Call Log up to date. By the end of each Work Day, the CONTRACTOR shall e-mail to the Contract Administrator the Call Log for all calls received during that Work Day or since the previous Call Log was submitted.
- C. For those complaints related to missed Collections, CONTRACTOR shall make every effort to return to the service address and collect the missed materials that same day. For missed Collection complaints that are received by noon on a Work Day, the CONTRACTOR must return to the service address and collect the missed materials that same day. For missed Collection complaints that are received after noon on a Work Day, the CONTRACTOR must return to the service address and collect the missed materials by noon of the following Work Day.
- D. For those complaints related to repair or replacement of Roll Carts, the appropriate subsections of Section 6 of this Contract shall apply.
- E. By noon on the first Work Day of each week, the CONTRACTOR shall e-mail to the Contract Administrator a report of those complaints, related to Collection, that were not resolved in the manner set forth in Subsection C above. This weekly report shall include all information specified in Subsection B above, as well as the status of the disposition of the complaint.

- F. The CONTRACTOR shall be responsible for the prompt repair or replacement, if repair is not adequate, of any damage to public or private property during the provision of Residential Collection Service, and caused by the CONTRACTOR or the CONTRACTOR'S representative. Within twenty-four (24) hours of occurrence, the CONTRACTOR shall provide the Contract Administrator with a full explanation of the disposition of any complaint involving a claim of damage to public or private property as a result of actions of the CONTRACTOR. The CONTRACTOR shall promptly repair any such legitimate damage claim at its sole expense and within an agreed upon time frame, not to exceed one (1) week, as approved by the Contract Administrator. Upon the request of the CONTRACTOR, the Contract Administrator may grant a time extension. Proof of the need for an extension shall be submitted by the CONTRACTOR.
- G. By the end of the first Work Day of each month, the CONTRACTOR shall e-mail to the Contract Administrator a report on any unresolved complaint involving a claim of damage to public or private property as a result of actions of the CONTRACTOR'S employees, agents or subcontractors. This monthly report shall include the name, address and phone number of the complainant, date of occurrence, nature of occurrence and the status of the disposition of the complaint.
- H. CONTRACTOR agrees that it is in the best interest of the TOWN that all Residential and Commercial Collection Service be provided on the scheduled Collection day. Accordingly, missed Collections will normally be collected in accordance with Subsection C above regardless of the reason that the Collection was missed. However, in the event the CONTRACTOR does not address a missed Collection complaint in accordance with Subsection C because it believes such complaint to be without merit, CONTRACTOR shall immediately notify the Contract Administrator in writing. The Contract Administrator will investigate all disputed complaints and render a final and binding decision.

SECTION 18. RECORDKEEPING AND REPORTING

- A. The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." CONTRACTOR acknowledges the public shall have access at all reasonable times to all documents and information pertaining to TOWN'S contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosures under applicable law.
- B. To the extent that CONTRACTOR has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of this Contract, CONTRACTOR shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.
- C. CONTRACTOR agrees to keep and maintain public records required by the TOWN to perform the service in CONTRACTOR'S possession or control in connection with CONTRACTOR'S performance under this Contract and, upon the request from the TOWN'S custodian of public records, to provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the TOWN.
- D. Upon completion of the Contract, CONTRACTOR agrees, at no cost to TOWN, to transfer to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN 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 TOWN, upon request from the TOWN'S custodian of public records, in a format that is compatible with the information technology system of the TOWN.

- E. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by TOWN.
- F. The CONTRACTOR shall keep records of the amounts of Residential Solid Waste, Bulk Trash, and Yard Trash disposed; Residential Bulk Trash, Yard Trash, and Recyclable Materials recycled. Such records shall be kept separate and apart from all other records maintained by the CONTRACTOR.
- G. The CONTRACTOR shall file and keep current with the TOWN all documents and reports required by this Contract. All documents and reports submitted to the TOWN by the CONTRACTOR shall be fully transparent. CONTRACTOR shall provide additional information as requested by the Contract Administrator to comply with such requirement for transparency.
- H. By the date specified in the TOWN-approved Transition Plan, CONTRACTOR shall electronically transmit to the Contract Administrator the completed and current Residential Customer list that has been revised to incorporate the Roll Cart asset management database meeting the requirements of Section 6.E. At a minimum, the database shall include all information initially provided by the TOWN, (parcel folio number, address, and number of Residential Service Units on the parcel) and all information specified in Section 6.E (routes on which customer is serviced; size and serial number of Solid Waste (if applicable) and Recycling Roll Carts; size and serial number of all extra Solid Waste and Recycling Roll Carts; work order number, date, status, and any extra service fees billed by the CONTRACTOR for any deliveries, removals, exchanges, repairs, warranty recovery, and any other information necessary to manage cart assets).
- I. At the end of each Work Day or in no event later than noon the next Work Day, the CONTRACTOR shall electronically submit the following to the Contract Administrator, in a format approved by the Contract Administrator:
 - (1) Call Log for all calls received since the previous report, including how such calls were resolved.
 - (2) Record of Residential Customers that placed more than the twelve (12) cubic yard limit of Bulk Waste curbside for Collection during that Work Day.
 - (3) Record of any other non-collection occurrences during that Work Day, the reasons for the non-collection, and the addresses of such non-collection.
 - (4) Full explanation of any complaint involving a claim of damage to public or private property as a result of actions of the CONTRACTOR that occurred within the last twenty-four (24) hours.
 - (5) Full explanation of any occurrences of leakage of fluids from a collection vehicle within the last twenty-four (24) hours, including the location of such leakage, the vehicle at issue, and the remediation measures used to correct same.
- J. By noon on the first Work Day of each week, the CONTRACTOR shall e-mail to the Contract Administrator a report of Collection complaints that were not resolved as required by Section 19.E.
- K. Prior to the fifteenth (15th) calendar day of each month during the term of this Contract, the CONTRACTOR shall submit a report electronically to the Contract Administrator, in a format approved by the Contract Administrator. The report shall contain the following information:
 - (1) Tonnage of Residential Solid Waste, Residential Bulk Trash and Residential Yard Trash disposed during the previous month. At the Contract Administrator's request, CONTRACTOR shall provide documentation, in the form of scale house tickets, of the tonnage of Residential Solid Waste and Residential Bulk Waste that is disposed each month.
 - (2) Tonnage of Residential Bulk Trash, Residential Yard Trash, and Residential Recyclable Materials recycled during the previous month.

- (3) List of all Residential Customers charged for special waste collection, including Bulk Waste in excess of twenty (20) cubic yards per set-out, during the previous month. The list shall include the customer's name and address, date service was provided, service that was provided, and fee that was charged.
 - (4) Updated Roll Cart asset management database, as well as the number of new, replacement, or additional Solid Waste Roll Carts and Recycling Roll Carts distributed during the previous month, the date each was requested, and the date each Roll Cart was delivered.
 - (5) Documentation of payment to the Designated Disposal Facility for disposal of Solid Waste during the previous month.
- L. Prior to September 15th of each year during the term of this Contract, the CONTRACTOR shall ensure and certify to the TOWN that all required documents are current and on file with the TOWN. Such documents include, but are not limited to, certificates of insurance, performance bond, route schedules and maps.
- M. In addition to any other requirements of this Contract, the CONTRACTOR shall be required to provide statistical and other pertinent information pertaining to Residential Collection Service as may be requested by the TOWN to monitor compliance with this Contract or to comply with the provisions of Section 403, F.S., as amended, other pertinent laws and regulations, or any interlocal agreements the TOWN has or may enter into during the term of this Contract.
- N. The CONTRACTOR shall mark any information it considers confidential, proprietary, or privileged as such and the TOWN will treat such information accordingly as provided for in Chapter 119, Florida Statutes. If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR's duty to provide public records relating to this Contract, CONTRACTOR shall contact the TOWN's custodian of public records, Town Clerk, at (321) 727-7764.

SECTION 19. LIQUIDATED DAMAGES

- A. It is the intent of the TOWN to ensure that the CONTRACTOR provides a quality level of Residential Collection Service. The TOWN and CONTRACTOR acknowledge and agree that it is impossible to precisely determine the amount of damages that would be incurred by the TOWN due to service failures or circumstances described in this Section for which the CONTRACTOR would otherwise be liable. Accordingly, the TOWN has determined terms and amounts of liquidated damages set forth herein, and the parties agree that the liquidated damages are reasonable under the circumstances. Therefore, the following shall constitute liquidated damages, not penalties, that the TOWN may assess against the CONTRACTOR for failing to comply with requirements of this Contract, time being of the essence. It is hereby agreed that the TOWN may deduct from any monies due, or which may become due to the CONTRACTOR, such assessed liquidated damages in the following amounts:
- (1) Failure to submit a Transition Plan within thirty (30) days of Contract execution or to revise the Transition Plan within five (5) Work Days of notification by the Contract Administrator without prior approval of the Contract Administrator for such delay in submittal (§4.A) \$100.00 per day past the due date
 - (2) Failure to meet the schedule outlined in the TOWN-approved Transition Plan without prior approval of the Contract Administrator for such delay (§4.A) \$100.00 per incident per day past the due date
 - (3) Failure or neglect to resolve each valid complaint, including missed Collection, in the timeframe specified (§19) \$100.00 per each unresolved

(4)	Failure to repair damage to public or private property determined caused by the CONTRACTOR or its personnel within the timeframe approved by the Contract Administrator (§19.F)	\$100.00 per incident after the timeframe approved in writing by Contract Administrator
(5)	Mixing of materials in violation of §5.E	\$100.00 per occurrence
(6)	Failure to comply with hours and days of operation (§5.G and §9.D)	\$250.00 per occurrence per vehicle
(7)	Changing Collection routes without proper notification (§5.L)	\$1,000.00 per incident per day
(8)	Failure to distribute Solid Waste Roll Carts by date specified in Transition Plan unless otherwise approved by the Contract Administrator (§6B(1))	\$100.00 per Roll Cart per day past due date
(9)	Failure to repair, replace, exchange, or deliver a Roll Cart within the required timeframe (§6)	\$100.00 per Roll Cart
(10)	Failure to provide a completed Roll Cart asset management database and to keep such database up to date as specified (§6.E)	\$100.00
(11)	Failure to leave a Non-Collection Notice explaining why all material was not collection (§7)	\$100.00 per occurrence
(12)	Failure to collect and process Bulk Waste in a manner that enables, at a minimum, recycling of Yard Trash and White Goods (§5.B and §8)	\$100.00 per Residential Service Unit
(13)	Failure to deliver all Residential Solid Waste to the Designated Disposal Facility (§10.A)	\$100.00 per incident
(14)	Failure to deliver all Residential Recyclable Materials to the Designated MRF (§10.B)	\$100.00 per incident
(15)	Failure to prepare and distribute TOWN-approved public education materials in the timeframe specified (§11.C)	\$100.00 per incident
(16)	Failure to have a vehicle operator properly licensed (§15.E)	\$100.00 per vehicle per day
(17)	Failure to clean up spillage, leakage, or excessive blowing debris with the timeframe specified after notification by Town (§16.B)	\$100.00 per incident per day
(18)	Failure to assign scheduled vehicles and equipment on a route day (§17)	\$100.00 per vehicle per day
(19)	Failure to submit to the TOWN all plans, reports, records, or other documents in the time required under the provisions of this Contract, including §20, unless otherwise approved by the Contract Administrator	\$250.00 per month

- (20) Failure or neglect to complete more than 95 percent of a route (number of missed pickups must be less than 5 percent of total customers on that daily route to be considered more than 95 percent complete) on the regularly scheduled Collection day without justifiable cause (cause that is beyond the control of the CONTRACTOR) or prior approval by the Contract Administrator \$250.00 per incident
- B. The Contract Administrator may assess liquidated damages pursuant to this Section at any time during the term of this Contract. The Contractor Administrator shall notify the CONTRACTOR in writing of the liquidated damages assessed and the basis for each assessment. In the event the CONTRACTOR wishes to contest such assessment, within ten (10) Work Days of receipt of written notice, CONTRACTOR shall request in writing a meeting with the Contract Administrator to resolve the issue. The TOWN shall notify the CONTRACTOR in writing of any action taken with respect to CONTRACTOR'S claims within five (10) Work Days of such meeting. The Town Manager's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence. Any liquidated damages assessed by the Town Manager shall be deducted from the TOWN's next monthly payment to the CONTRACTOR.

SECTION 20. EMERGENCY SERVICE PROVISIONS

- A. In the event of a hurricane, tornado, major storm, natural disaster, or other such event, the Contract Administrator may grant the CONTRACTOR a variance from regular routes and schedules. Such variance from regular routes and schedule to ensure the safety of the CONTRACTOR's employees and members of the community shall not be unreasonably denied by the TOWN. However, CONTRACTOR shall make its best effort to resume regular Collection service as soon as possible. As soon as practicable after such event, the CONTRACTOR shall advise the Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The Contract Administrator shall make an effort through the media outlets and other communication solutions (I-PAWS, Text, Web Site, Customer Account Database Contact) to inform the public when regular Collection services may be resumed.
- B. The clean-up from some events may require that the CONTRACTOR hire additional equipment, employ additional personnel, dispose of additional solid waste and bulk waste or work existing personnel on overtime hours to clean debris resulting from the event. The CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Contract, to cover documented costs provided the CONTRACTOR has first secured written authorization and approval from the TOWN through the Contract Administrator. The CONTRACTOR shall substantiate such additional costs for labor, equipment, transportation, and/or disposal in writing. The TOWN shall have the right to audit such costs. The CONTRACTOR shall provide the TOWN with a separate disaster cleanup agreement with specified rates at the commencement of each Contract Year.
- C. The TOWN reserves the right to contract additional hauling contractors for debris removal operations after it is determined by the Contract Administrator that additional services are needed and after notice to the CONTRACTOR for events hurricane, tornado, major storm, natural disaster, or other such event.

SECTION 21. PERFORMANCE BOND

Prior to commencing services, the CONTRACTOR shall furnish to the TOWN, and keep current for the full duration of the Contract and any renewal, a Performance Bond for the faithful performance of this Contract and all obligations arising hereunder in the amount of three hundred thousand dollars (\$300,000.00). It shall be executed by a surety company licensed to do business in the State of Florida; having an "A-" or better rating by A. M. Best or Standard and Poors; included on the list of surety companies approved by the Treasurer of the United States; and in a form acceptable to the TOWN.

SECTION 22. INSURANCE

- A. The CONTRACTOR shall provide, pay for, and always maintain in force during the term of this Contract, such insurance, including Worker's Compensation Insurance and comprehensive general liability insurance as stated below. The CONTRACTOR shall also name the TOWN as an additional insured to CONTRACTOR'S comprehensive general liability insurance policy, and shall provide the TOWN with annual Accords documenting both insurance coverages and that the TOWN has been named as an additional insured on the comprehensive general liability insurance policy and as a certificate holder for all other forms of insurance and setting forth the minimum insurance standards set forth below:
- (1) Worker's Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the CONTRACTOR'S employees.
 - (2) Comprehensive General Liability Insurance, including contractual, with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability. The TOWN is to be included and named as an "additional insured" with respect to any claims arising out of this Contract.
 - (3) Business Automobile Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- B. UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF MALABAR IS AN ADDITIONAL NAMED INSURED CERTIFICATE HOLDER, AS APPLICABLE, WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THIS CONTRACT.
- C. The CONTRACTOR shall not commence operations, and/or labor to complete any of the work pursuant to this Contract until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage has been received and approved by the Town.
- D. Insurance policies and coverages shall not be affected by any other policy of insurance which the TOWN may carry in its own name.
- E. CONTRACTOR'S insurance policies shall be endorsed to provide the TOWN with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:
- Town Manager
Town of Malabar
2725 Malabar Road
Malabar, Florida 32950
- F. All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against TOWN with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above-described insurance.
- G. CONTRACTOR shall ensure that any companies issuing insurance to cover the requirements contained in this Contract agree that they shall have no recourse against TOWN for payment or assessments in any form on any policy of insurance.

- H. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which TOWN is named as an additional insured shall not apply to TOWN. TOWN shall use its best efforts to provide written notice of occurrence within thirty (30) working days after TOWN's actual notice of such event.
- I. If any of CONTRACTOR's initial insurance expires prior to the completion of the term of this Contract, renewal copies of policies shall be furnished to TOWN at least thirty (30) days prior to the date of their expiration, and TOWN shall be an additional named insured by endorsement on all of CONTRACTOR's renewal policies.
- J. The official title of the owner is Town of Malabar. This official title shall be used in all insurance policies and documentation.
- K. Notwithstanding any other provisions of this Contract, CONTRACTOR's obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

SECTION 23. INDEMNIFICATION OF TOWN

- A. CONTRACTOR shall indemnify, defend, and hold harmless TOWN, TOWN'S contractors, and the public officials, officers, directors, employees, agents and other contractors of each of them, from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals as well as all Court or other dispute resolution costs), liabilities, expenditures or causes of action of any kind (including negligent, reckless, willful or intentional acts or omissions of the CONTRACTOR, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any services or anyone for whose acts any of them may be liable), caused by the breach of this Contract, violation of applicable law, and the negligent acts or omissions of the CONTRACTOR in the performance of this Contract. This indemnity includes but is not limited to claims attributable to bodily injury, sickness, disease or death and to injury or destruction of tangible property.
- B. CONTRACTOR further agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against TOWN, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent rights or for the infringement of any and all copyrights or patent claimed by any person, firm or corporation.
- C. CONTRACTOR agrees, at CONTRACTOR'S expense, after written notice from the TOWN, to defend any action against the TOWN that falls within the scope of this indemnity as set forth above in Subsections A and B, or the TOWN, at the TOWN'S option, may elect not to tender such defense and may elect instead to secure its own attorneys to defend any such action and the reasonable costs and expenses of such attorneys incurred in defending such action shall be payable by CONTRACTOR. Additionally, if CONTRACTOR, after receipt of written notice from the TOWN, fails to make any payment due under this Contract to the TOWN or fails to perform any obligation required by this Contract, CONTRACTOR shall pay any reasonable attorneys' fees and costs incurred by the TOWN in securing any such payment from CONTRACTOR, or any reasonable attorneys' fees and costs incurred in the enforcement of this indemnity, or both. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONTRACTOR from the TOWN that such amount is due, be made by CONTRACTOR prior to the TOWN being required to pay same, or in the alternative, the TOWN, at the TOWN'S option, may make payment of an amount so due and CONTRACTOR shall promptly reimburse the TOWN for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the date of receipt by CONTRACTOR of written notice from the TOWN that such payment is past due at least twenty (20) days.

- D. It is specifically understood and agreed that the consideration inuring to the CONTRACTOR for the execution of this Contract consists of the promises, payments, covenants, rights and responsibilities contained in this Contract.
- E. The execution of this Contract by the CONTRACTOR shall obligate the CONTRACTOR to comply with the foregoing indemnification provision; however, the collateral obligation of providing insurance must be also complied with as set forth in Section 24.
- F. The CONTRACTOR shall require all subcontractors to enter into a contract containing the provisions set forth in the preceding subsections in which contract the subcontractor fully indemnifies the TOWN in accordance with this Contract.

SECTION 24. POINT OF CONTACT

The day-to-day dealings between the CONTRACTOR and the TOWN shall be between the CONTRACTOR and the Town M Manager or designee.

SECTION 25. NOTICE

Except as provided herein, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and to the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

As to the TOWN:

Town Manager Town of Malabar 2725 Malabar Road Malabar, Florida 32950	and	Town Clerk/Treasure Town Manager Town of Malabar 2725 Malabar Road Malabar, Florida 32950
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As to the CONTRACTOR:

TBD	and	TBD
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Notices shall be effective when received at the address as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time-to-time by written notice. Electronic transmission is acceptable notice, effective when received; however, electronic transmissions received (i.e. printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of items that are transmitted electronically must also be mailed as required herein.

SECTION 26. TERMINATION OF CONTRACT

- A. Termination for Cause. The TOWN may cancel this Contract, except as otherwise provided below in this Section, by giving the CONTRACTOR thirty (30) days’ advance written notice, to be served as provided in Section 25, upon the happening of any one of the following events:
 - (1) The CONTRACTOR shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors or file a voluntary petition in bankruptcy (court) or a

- petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- (2) By order or decree of a Court, the CONTRACTOR shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the CONTRACTOR, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated, in which case, said default shall be deemed immediate; or
 - (3) By, or pursuant to or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver trustee or liquidator shall take possession or control of all or substantially all of the property of the CONTRACTOR, and such possession or control shall continue in effect for a period of sixty (60) days; or
 - (4) The CONTRACTOR has defaulted by failing or refusing to pay in a timely manner the administrative charges or other monies due the TOWN and said default is not cured within thirty (30) days of receipt of written notice by TOWN to do so; or
 - (5) The CONTRACTOR has defaulted by allowing any final judgment for the payment of money to stand against it unsatisfied and said default is not cured within thirty (30) days of receipt of written notice by TOWN to do so; or
 - (6) In the event that the monies due the TOWN under subsection (4) above or an unsatisfied final judgment under subsection (5) above is the subject of a judicial proceeding, the CONTRACTOR shall not be in default if the sum of money is bonded. All bonds shall be in the form acceptable to the Town Attorney; or
 - (7) The CONTRACTOR has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Contract or any of the rules and regulations promulgated by the TOWN pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto and said default is not cured within thirty (30) days of receipt of written notice by the TOWN to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by the CONTRACTOR of written demand from the TOWN to do so, the CONTRACTOR fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with the CONTRACTOR having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time). However, notwithstanding anything contained herein to the contrary, for the failure of the CONTRACTOR to provide Collection for a period of three (3) consecutive Work Days, the TOWN may secure the CONTRACTOR'S billing records on the fourth (4th) Work Day in order to provide interim Contract Collection until such time as the matter is resolved and the CONTRACTOR is again able to perform pursuant to this Contract; provided, however, if the CONTRACTOR is unable for any reason or cause to resume performance at the end of thirty (30) Work Days all liability of the TOWN under this Contract to the CONTRACTOR shall cease and this Contract may be deemed terminated by the TOWN, except to the extent the failure to provide Collection services is the result of the occurrence of an event of force majeure.
- B. Habitual Violations. Notwithstanding the foregoing and as supplemental and additional means of termination of this Contract under this Section, in the event that the CONTRACTOR'S record of performance shows that the CONTRACTOR has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by the CONTRACTOR, in the opinion of the TOWN, and regardless of whether the CONTRACTOR has corrected each individual condition of default,

the CONTRACTOR shall be deemed a "habitual violator," shall be deemed to have waived the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively and shall constitute a condition of irredeemable default. The TOWN shall thereupon issue the CONTRACTOR a final warning citing the circumstances therefore, and any single default by the CONTRACTOR of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the Contract. In the event of any such subsequent default, the TOWN may terminate this Contract upon giving of written final notice to the CONTRACTOR, such cancellation to be effective upon the date specified in the TOWN'S written notice to the CONTRACTOR, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and the CONTRACTOR shall have no further rights hereunder. Immediately upon the specified date in such final notice the CONTRACTOR shall cease any further performance under this Contract.

- C. Effective Date of Termination. In the event of the aforesaid events specified in subsections A and B above and except as otherwise provided in said subsections, termination shall be effective upon the date specified in the TOWN'S written notice to the CONTRACTOR and upon said date this Contract shall be deemed immediately terminated and upon such termination all liability of the TOWN under this Contract to the CONTRACTOR shall cease, and the TOWN shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the herein specified services. The CONTRACTOR, for failure to perform, shall reimburse the TOWN all direct and indirect costs of providing interim Residential Solid Waste, Recyclables, and Bulk Waste Collection.

SECTION 27. MODIFICATIONS TO THE CONTRACT

The TOWN and the CONTRACTOR understand and agree that the Florida Legislature has the authority to make changes in Solid Waste Management legislation and that changes in law may mandate certain changes to this Contract. Should such changes materially alter the obligations of the CONTRACTOR, then the Collection charges established in the Exhibits to this Contract shall be adjusted accordingly. When such modifications are made to this Contract, the TOWN and the CONTRACTOR shall negotiate in good faith a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required. In addition, TOWN and the CONTRACTOR may approve other changes upon mutual agreement to address any other amendments to this contract. If an agreement cannot be reached, this Contract shall terminate upon one hundred and eighty (180) days of a declared impasse by either party.

SECTION 28. PERMITS AND LICENSES

The CONTRACTOR shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect, and shall, prior to execution of the Contract, provide copies of those permits and licenses to the TOWN, and within fifteen (15) days of receipt, all renewals thereof.

SECTION 29. INDEPENDENCE OF CONTRACT

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto or as constituting the CONTRACTOR as an agent, representative or employee of the TOWN for any purpose whatsoever. The CONTRACTOR is to be, and shall remain, an independent contractor with respect to all services performed under this Contract.

SECTION 30. FORCE MAJEURE

If either party is prevented from or delayed in performing its duties under this Contract by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or federal government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party in writing when it learns of the existence of a Force

Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Contract to the contrary, the term "Force Majeure" does not include, and a party shall not be excused from performance under this Contract for, events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance, or other expenses of performing the services hereunder.

SECTION 31. EMPLOYEE STATUS

Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Contract shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the TOWN'S officers and employees either by operation of law or by the TOWN.

SECTION 32. EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

CONTRACTOR shall comply with all federal, state and TOWN laws applicable to the CONTRACTOR services and specifically those covering Equal Opportunity Employment, the Americans with Disabilities Act ("ADA") and the South Florida Building Code, The CONTRACTOR is expected to fully comply with all provisions of all laws and the TOWN reserves the right to verify the CONTRACTOR'S compliance with them. Failure to comply with any laws will be grounds for termination of the Contract for cause.

SECTION 33. DISPUTE RESOLUTION

The parties shall endeavor to settle all issues regarding this Agreement by amicable negotiations. Issues that are not amicably settled shall be submitted to non-binding mediation in front of a mutually agreed upon mediator.

- A. Mediation may be commenced by the TOWN or COLLECTOR by the service of a written request for mediation ("Request for Mediation") upon the other party. Such Request for Mediation shall summarize the controversy or claim to be mediated.
- B. The mediation shall be heard in Brevard County before a single mediator.
- C. All attorneys' fees and costs of the mediation shall be borne by the respective party incurring such costs and fees.
- D. If mediation is unsuccessful then the parties are free to file a lawsuit in Brevard County to enforce the provisions herein.
- E. The prevailing party in any litigation to enforce this Agreement, including at all appellate levels shall be entitled to an award of attorney fees.

SECTION 34. SERVICE DURING DISAGREEMENT

During any dispute which arises between the TOWN and the COLLECTOR, in any way relating to this contract, performance, or compensation hereunder, the COLLECTOR shall continue to render full compliance with all terms and conditions of this contract but shall not waive or relinquish any rights by doing so.

The failure of the TOWN at any time to require performance by the CONTRACTOR of any provision hereof shall in no way affect the right of the TOWN thereafter to enforce same, nor shall waiver by the TOWN of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 35. GOVERNING LAW

The parties agree that this Contract shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 36. CONSENT TO JURISDICTION

The parties agree that the jurisdiction for any legal action arising out of or pertaining to this Contract shall be with the State Courts of Florida, and specifically, the County or Circuit Court for the Eighteenth Judicial Circuit in and for Brevard County, depending upon the respective jurisdictional limit. Each party further agrees that venue for any action to enforce this Contract shall be in Brevard County, Florida.

SECTION 37. LITIGATION

In the event of any litigation which arises out of, pertains to, or relates to this Contract, or the breach of it, including, but not limited to, the standard of performance required in it, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party, at both trial and appellate levels.

SECTION 38. COMPLIANCE WITH LAWS

The CONTRACTOR shall conduct its operations under this Contract in compliance with all applicable Federal, State, and local laws and regulations.

SECTION 39. SEVERABILITY

If any provision of this Contract or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Contract and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

SECTION 40. ASSIGNMENT AND SUBCONTRACTING

- A. Assignment. No assignment of this Contract or any right occurring under this Contract shall be made in whole or in part by the CONTRACTOR without the express written consent of the Town Council. The TOWN shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the CONTRACTOR. Any assignment of this Contract made by the CONTRACTOR without the express written consent of the Town Council shall be null and void and shall be grounds for the TOWN to declare a default of this Contract and immediately terminate this Contract by giving written notice to the CONTRACTOR, and upon the date of such notice this Contract shall be deemed immediately terminated, and upon such termination all liability of the TOWN under this Contract to the CONTRACTOR shall cease, and the TOWN shall have the right to call the performance bond and shall be free to negotiate with other contractors, the CONTRACTOR, or any other person or company for the service which is the subject of this Contract. In the event of any assignment, the assignee shall fully assume all the liabilities of the CONTRACTOR.

- B. **Subcontracting.** CONTRACTOR shall not employ subcontractors without the advance written permission of the TOWN. CONTRACTOR shall be fully responsible for the services and work provided by a subcontractor under the terms of this Contract. CONTRACTOR agrees that any employee or agent of the CONTRACTOR and any agent/employee of a subcontractor to the CONTRACTOR shall be removed from the TOWN jobsite or TOWN premises upon request by the Town Manager designee. Such request will only be issued to remove a person if the Town Manager or designee has a reasonable basis (as determined in his or her discretion) that the presence of such person on TOWN property or at a TOWN jobsite is not in the best interest of the TOWN, or its employees, guests, visitors or citizens.
- C. CONTRACTOR shall not be permitted to alter its contracted name, create a dba, or transfer more than fifty percent (50%) interest in its company without the specific written approval of the TOWN.

SECTION 41. MODIFICATIONS

This Contract constitutes the entire Contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

SECTION 42. LEGAL REPRESENTATION

It is acknowledged that each party was, or had the opportunity to be, represented by counsel in the preparation of and contributed equally to the terms and conditions of this Contract and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

SECTION 43. FUND APPROPRIATION

The CONTRACTOR understands and agrees that the TOWN, during any fiscal year, is not authorized to expend money, incur any liability or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any contract, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such contract beyond such limits. Nothing contained in this Contract shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. CONTRACTOR shall not proceed with services under this Contract without TOWN'S written verification that the funds necessary for CONTRACTOR'S compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget. The TOWN does not represent that said budget item will be adopted, said determination being the determination of the Town Council at the time of the adoption of the budget.

SECTION 44. PUBLIC ENTITY CRIME

CONTRACTOR understands that a person or affiliate as defined in Section 287.133, Florida Statutes, who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the TOWN and may not transact business with the TOWN in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. CONTRACTOR herein certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this Contract for Residential Collection Service.

SECTION 45. FINANCIAL INTEREST

CONTRACTOR warrants and represents that no elected official, officer, agent, or employee of the TOWN has a financial interest, directly or indirectly, in this Contract or the compensation to be paid under it and, further, that no person who acts in the TOWN as a "purchasing agent" as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the TOWN, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner,

officer, director, or proprietor of the CONTRACTOR and, further, that no such person, purchasing agent, TOWN elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the CONTRACTOR.

SECTION 46. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Contract and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Contract shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 47. HEADINGS

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Contract.

SECTION 48. EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. Each such exhibit is a part of this Contract and each is incorporated by this reference.

SECTION 49. MOST FAVORED NATIONS PROVISION AND COOPERATIVE PURCHASING

Upon Contractor's execution of a new contract with a neighboring municipality for the provisions of the same terms and conditions provided in this Agreement and the Agreement provides more favorable fees or rates than those provided herein, Contractor will reduce the fees and rates charged to the City herein so as to be equal to or lower than the rates charged the neighboring municipality's Agreement.

Other Towns and Cities of similar size and scope of services may contract for the services provided to the Town of Malabar under the terms of this Agreement, if the other Town or City determines that the Agreement's use is cost-effective and in the best interest of that Municipality. Upon such request, the Contractor may, at its discretion, provide such services, upon the terms and conditions contained herein.

SECTION 50. AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLES PROCESSING SERVICES

The parties recognize and agree the tremendous economies of scale and cost savings that could be achieved by having one vendor provide both collection and disposal services. As a direct result of the fact that the TOWN's current waste disposal and recyclables processing services agreement is about to expire, the TOWN has elected to enter into a backup agreement with CONTRACTOR to provide such services. In the event that the TOWN elects to terminate its agreement with its current waste disposal and recyclables processing services provider for cause, or in the event the TOWN or its current waste disposal and recyclables processing services provider elects not to extend its term, CONTRACTOR has agreed to provide such services in accordance with Exhibit "6", which will be executed herewith and which will commence upon thirty (30) days written notice from the TOWN. The TOWN specifically finds CONTRACTOR to be a sole source provider, and it waives any and all procurement code requirements to the contrary.

SECTION 51. MODIFICATION OF TERMS

At any time after the first year of the term of this Agreement, upon the application of the Contractor, or on the initiative of the Town, the Town and the Contractor may negotiate changes in the type, level and method of delivery of services provided by the Contractor under this Agreement, whether in connection with rate adjustments or otherwise. Such negotiations and modifications may include, but shall not be limited to, innovative proposals to improve the quality of

service, decrease the rates for service or both; take advantage of new equipment and procedures available in the industry; make reasonable modifications in the terms and provisions of the Agreement to assist in cost containment to the customers; or otherwise modify the terms and provisions of this Agreement in such manner as Contractor and Town may agree, City does not hereby commit itself to agree to any requested or proposed modification in terms and specifications, but reserves the right to make such modifications and amendments to this Agreement as the City may determine from time to time to be in the best interest of the Town, its residents and customers of the Contractor. Contractor specifically acknowledges the reserved right of the City to negotiate modifications to this Agreement once executed. All modifications of this Agreement shall be in writing. No modifications shall be binding upon the Town until such modification shall have been authorized by resolution of the Town Council. Moreover, no modification of this Agreement shall be binding and valid as to surety without the consent of the surety.

IN WITNESS WHEREOF, the TOWN and the CONTRACTOR have executed this Contract on the respective date(s) below each signature.

TOWN OF MALABAR, FLORIDA
A municipal corporation

ATTEST:

By:

Town Manager/Town Clerk

Patrick T. Reilly, Mayor

Date: _____

Date: _____

Approved as to form and correctness:

Karl W. Bohne, Jr
TOWN ATTORNEY

Date: _____

WITNESSES:

TBD, INC.

By:

Print Name: _____

Print Name & Title: _____

Date: _____

Print Name: _____

EXHIBIT 1
RESIDENTIAL COLLECTION AND DISPOSAL SERVICE RATES

These rates shall be in effect from January 1, 2022, through December 31, 2022. Rates shall be adjusted starting January 1st of each Contract Year thereafter in accordance with Section 12 herein. An example rate adjustment calculation is provided in Exhibit 3.

**EXHIBIT 2
 SAMPLE CALCULATION OF ANNUAL RATE ADJUSTMENTS**

Service rates are adjusted as defined and described in Sections 12 and 13 of this Contract and as illustrated in this Exhibit. All assumptions are for demonstration purposes only.

Assumptions (for demonstration purposes only):

- CPI February 2020 = 243.283
 CPI February 2021 = 247.126
 100% of percentage change in CPI = $100\% \times ((247.126 - 243.283) / 243.283) = 0.01264 = 1.26\%$
- Average of monthly Fuel Index prices for March 2016-February 2017 = 2.56375
 Average of monthly Fuel Index prices for March 2017-February 2018 = 2.65231
 Percentage change in Fuel Index = $(2.65231 - 2.56375) / 2.56375 = 0.034543 = 3.45\%$

Residential Service Rate	a	b	c	d	e	f	g	h	i
	Rates for Demonstration Purposes Only (\$/unit/month)	95% of Collection Element	CPI (80% of % Change)	5% of Collection Element	Fuel Index (% Change)	New Rate (\$/unit/month)	Formula	5% Cap	Exceeds 5% Cap?
COLLECTION ELEMENTS	\$/unit/month					\$/unit/month			
Solid Waste Collection	\$12.94	\$12.29	1.26%	\$0.65	3.45%	\$13.12	$f = a + (b \cdot c) + (d \cdot e)$	\$13.59	No
Bulk Waste Collection	\$11.83	\$11.24	1.26%	\$0.59	3.45%	\$11.99	$f = a + (b \cdot c) + (d \cdot e)$	\$12.42	No
Recycling Collection	\$3.32	\$3.15	1.26%	\$0.17	3.45%	\$3.37	$f = a + (b \cdot c) + (d \cdot e)$	\$3.49	No
	\$28.09					\$28.47			
DISPSOAL ELEMENTS	See Calculations Below (\$/unit/month)					\$/unit/month			
Bulk Waste Disposal	\$12.12	na	1.26%	na	na	\$12.27	$f = a + (b \cdot c)$	\$12.73	No
Solid Waste Disposal	\$4.77	Adjusted only when actual tip fee changes				\$4.77	na	na	
TOTAL	\$44.98					\$45.51			

Residential Disposal Rates	a	b	c	d
	Tip Fees for Demonstration Purposes Only (\$/ton)	Generation Factor (tons/unit/year)	Rates (\$/unit/month)	Formula
Bulk Waste Disposal	\$39.00	3.73	\$12.12	$c = (a \cdot b) / 12 \text{ months}$
Solid Waste Disposal	\$44.69	1.28	\$4.77	$c = (a \cdot b) / 12 \text{ months}$

**EXHIBIT 3
 TECHNICAL SPECIFICATIONS FOR ROLL CARTS**

Following are minimum requirements for Solid Waste and Recyclables Roll Carts as required within the scope of this Contract. CONTRACTOR must provide a prototype of each of the TOWN’s program-sized Roll Carts (Solid Waste and Recycling) that meet the following technical specifications for TOWN approval prior to ordering the TOWN’s Roll Carts. The TOWN reserves the right to waive the requirement of a prototype.

Construction and Design	<ul style="list-style-type: none"> • Must meet ANSI Standards Z245.30 and AZ245.60 “Type B/G” containers, all rules, regulations, and laws pertaining to this product. • Roll Carts must be produced by a major manufacturer. • The upper lift point shall be permanently molded into the Roll Cart and the lower must be a 1” diameter galvanized free floating metal bar or composite equivalent, securely attached to prevent failure or loss. Molded bars are unacceptable. • The Roll Cart must be manufactured with a narrow width design to fit through a 30” door opening.
Size (Capacity)	<ul style="list-style-type: none"> • Three different sized Roll Carts are required with the following capacities: <ul style="list-style-type: none"> ○ Large = 94-96 gallon ○ Medium = 64-66 gallon ○ Small = 32-34 gallon
Materials	<ul style="list-style-type: none"> • Must be rotationally or injection molded using medium to high density 100% recyclable polyethylene. • Minimum resin weight of unassembled Roll Cart, including cart body and lid, must be: <ul style="list-style-type: none"> ○ 30 pounds or greater for large Roll Cart ○ 22 pounds or greater for medium Roll Cart • Resin used in the manufacturing process must contain a minimum of 25% post-consumer recycled material. • All plastic parts must be stabilized against ultraviolet light deterioration with a UV stabilizer additive.
Body	<ul style="list-style-type: none"> • The body of the Roll Cart must be one piece. • The Roll Cart wall and bottom thickness must be a minimum of .150 inches. • The body of the Roll Cart must be designed with a drag rail on the container bottom and reinforced in the area that contacts the ground with a molded-in bottom wear strip. • The top of the body must be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim must have a raised inner perimeter. The rim of the Roll Cart must not be designed to have an inward radius to obstruct free flow emptying the material out of the container.
Lid	<ul style="list-style-type: none"> • Lids must be of a configuration that the lid will not warp, bend, slump, or distort to such an extent that it no longer fits the body properly or becomes otherwise unserviceable.

	<ul style="list-style-type: none"> • The lid must be one-piece construction and securely attached to the rear of the wheeled section of the Roll Cart using a rustproof, weather-resistant fastener system. • The lid must be hinged to open to a position of 270 degrees from the closed position and hang open without stressing the lid, body, or tipping over the Roll Cart. • Lids must be designed to be easily removed in the event of damage or failure. Lid latches are not acceptable.
Handle	<ul style="list-style-type: none"> • Each Roll Cart must have a horizontal handle(s) to provide comfortable gripping areas for pushing or pulling the Roll Cart. • The handle shall be integrally molded into the body or lid, and only plastic surfaces shall be exposed to the hands of the user.
Wheels/Axle	<ul style="list-style-type: none"> • Roll Carts must be equipped with two (2) plastic molded or rubber wheels making the cart capable of being easily moved and maneuvered. • Wheels shall be snap-on or attached in a way that prevents unintended detachment. • Wheels must be a minimum of 10 inches in diameter for large and medium Roll Carts. • Each Roll Cart shall be furnished with a minimum 5/8 inch diameter axle with a corrosion-resistant coating that must be securely attached to the body by molded axle retainers. • The wheels and axle must be rated to meet the maximum load requirements of 3.5 pounds per gallon.
Stability	<ul style="list-style-type: none"> • Roll Carts must be able to remain stable and upright in winds up to 30 miles per hour when empty.
Color	<ul style="list-style-type: none"> • Color must not be streaked in the finished product and must be colorfast so that the color does not alter significantly with normal use. Painted Roll Carts are unacceptable. • Colors may be specified by the Town. • The final color selection must be approved by the TOWN prior to manufacturing.
Markings	<ul style="list-style-type: none"> • The TOWN must approve all markings. • Sequential serial numbers must be molded, branded, or hot stamped into the front of the body with white color. Such number shall be assigned to a specific property within the TOWN. An eight to ten (8-10) alpha/numeric serial number shall be used as determined by the TOWN <ul style="list-style-type: none"> ○ Instructions for which side of the Roll Cart must face the street for collection. ○ ANSI and regulatory labeling required. • Recycling Roll Carts must also have the following markings: <ul style="list-style-type: none"> ○ Recycling logo on both sides of the Roll Cart. ○ In-mold label on the cart lid with program instructions as determined by the TOWN.

<p>Warranty</p>	<ul style="list-style-type: none"> • Roll Carts must be fully (100%) warranted against defects in materials and workmanship for a minimum period of ten (10) years from the date of delivery and be transferrable to the TOWN at the expiration of this Contract. • The warranty must be unconditional and non-prorated providing the TOWN with assurance of full Roll Cart replacement. The warranty must survive the termination of any contract for the manufacture and/or A&D of Roll Carts. • Warranty is understood to include the following coverage: <ul style="list-style-type: none"> ○ Failure of the lid to prevent rainwater from entering the Roll Cart when the lid is closed on the body. ○ Damage to the body, the lid, or any component parts through opening or closing the lid. ○ Failure of the lid hinge to remain fully functional and continually hold lid in the originally-designed and intended positions when either opened or closed. ○ Failure of the body and lid to maintain its original shape. ○ Wear through of Roll Cart bottom so that it leaks liquid. ○ Failure of the wheels to provide continuous, easy mobility, as originally designed. ○ Failure of any part to conform to minimum standards as specified.
<p>Asset Management</p>	<ul style="list-style-type: none"> • A manufacturing database must be maintained that includes each Roll Cart's serial number, date of manufacture, location of manufacturer, Roll Cart type, color, and size. • At the time and point of delivery, the date, time, and latitude/longitude of the Roll Cart's delivery must be captured and associated with the manufacturing database and the residential physical address to which the Roll Cart is assigned. • The asset management database, including manufacturing information and A&D information, shall be completed and submitted to the Contract Administrator prior to the Commencement Date and maintained throughout the term of this Contract. • At the termination of this Contract, the asset management database shall be transmitted to the TOWN in an acceptable format.

- TBD will cooperate with the Town's monitoring contractor to provide documentation of all work activities.
- Billing for storm debris removal service will be on a weekly basis with payment within 30 days of invoice date.
- Disposal charges will be billed to the Town.

Post Storm Operations - Extraordinary Services

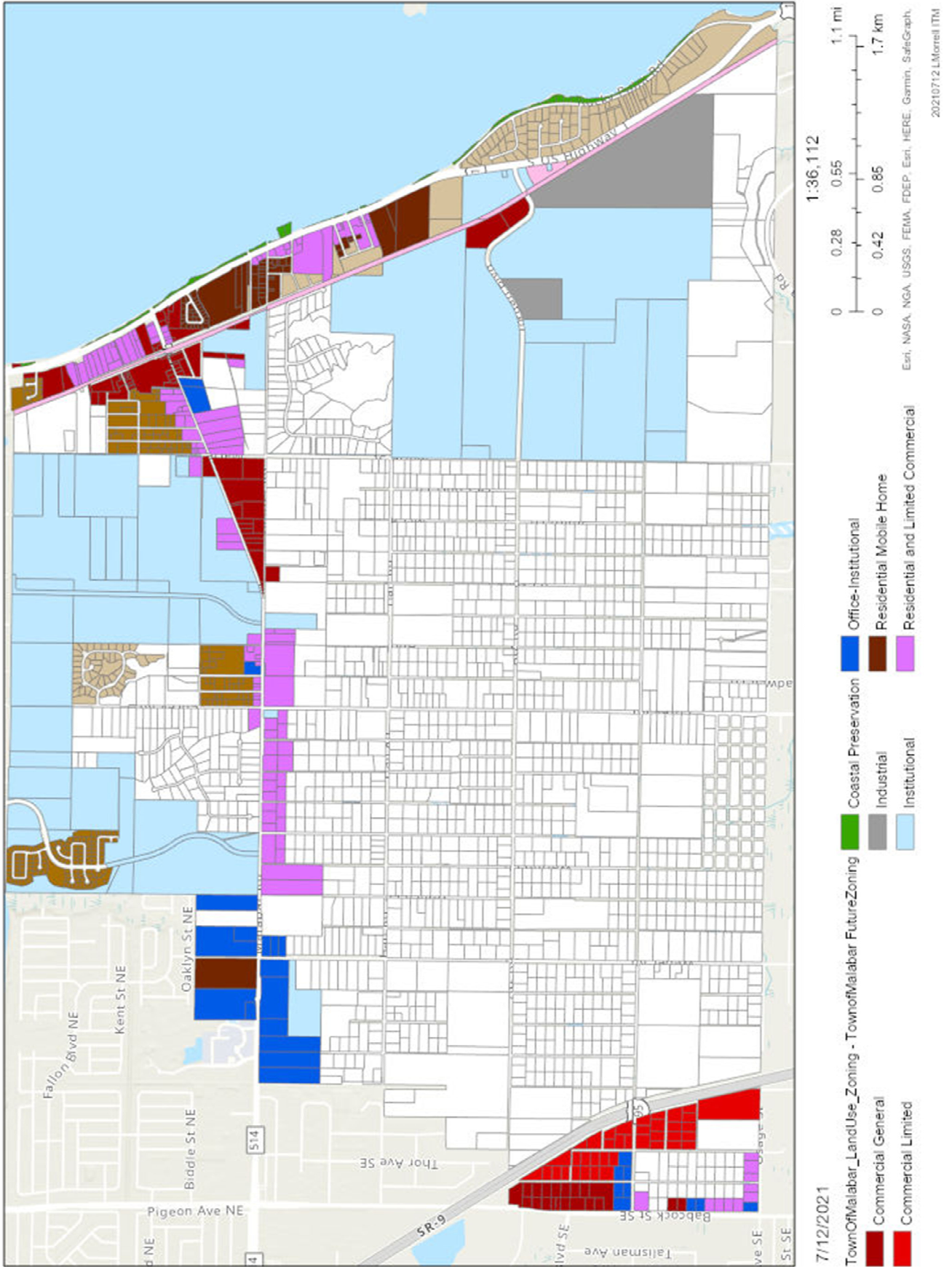
- In the event the Town needs additional storm debris removal assistance, TBD will cooperate with the Town to locate and provide sub-contracted storm debris removal services.
- Pricing will be obtained at the time of the event and TBD will cooperate with the Town to secure the lowest available pricing possible.
- Billing for Extraordinary Services will be on a weekly basis with payment within 30 days of invoice date.
- Disposal charges will be billed to the Town.

ATTACHMENT B

Town Of Malabar Zoning Map

TOWN OF MALABAR, FLORIDA
 Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste
 Collection Services RFP# 2021-

Town of Malabar Zoning Map



ATTACHMENT C

Town of Malabar Adopted Streets and Roads



Town of Malabar
Public Right-of-Ways Accepted Streets as of 4/1/2021

NOTE: THIS LIST DOES NOT INCLUDE ALL TOWN-OWNED RIGHTS-OF-WAY

<u>Absaroka Lane</u>	(Stillwater Preserve SD – 3200 lf paved - private)
<u>Arnold Lane</u>	870 ft south of the center line of Hall Road in 2006
<u>Atz Road</u>	13,728 ft. west from center line LaCourt Lane and 114 ft east of LaCourt
<u>Appleby Lane</u>	1,322 ft. x 25 ft. north from center line Hall Road and 800 ft south from center line Hall Road
<u>Barrow Lane</u>	(Stillwater Preserve SD – 980 lf paved - private)
<u>Baywood Court</u>	Country Cove S/D 200 ft. paved
<u>Bee Keeper Ln</u>	NOT AN ACCEPTED STREET – NAMED FOR FIRE FIGHTING LOCATION PURPOSES ONLY
<u>Benjamin Road</u>	3,325 ft. x 40ft. east from center line Corey Road to Kramer Ln. only
<u>Beran Lane</u>	730 ft. north from center line Old Mission plus next 200 ft. north Old Mission--payback under 90-3
<u>Billie Lane</u>	500 ft.south from center line Atz Rd. Plus next 200 ft.-payback under 91-2
<u>Blanche Street</u>	1,060 ft. paved north from Malabar Road
<u>Bluff View Place</u>	Brook Hollow S/D 115 ft. paved west from center line Pemberton Tr.
<u>Booth Road</u>	630 ft. east of Babcock Street right-of-way
<u>Briar Creek Blvd.</u>	Brook Hollow S/D 2,875 ft. paved south from Malabar town limit
<u>Briar Run Circle</u>	Brook Hollow S/D 85 ft. paved west from center line Briar Creek Blvd
<u>Brookshire Circle</u>	Brook Hollow S/D 334 ft. paved west from center line Hollow Brook Lane
<u>Candy Lane</u>	1322' x 50' north from Atz Road) No records in file of approval south of Atz
<u>Cason Lane</u>	1,330 ft. south of center line Atz Road
<u>Centre Street</u>	528' between Pine St and W. Railroad Ave.
<u>Century Oak Circle</u>	S/D 1,260 ft. paved
<u>Christian Lane</u>	was Prospect Ln name change approved but not constructed as of 1/2011
<u>Coral Way</u>	Coquina Pt S/D - 1,550 ft. paved south from center line Huggins Drive south and east to center line Rocky Point Road
<u>Corey Road</u>	10,560 ft. (2 miles) paved south from center line Malabar Road to south town limit, and 3,900 ft. north from center line Malabar Road
<u>Coquina Terrace</u>	Coquina Point S/D 1,350 ft. paved west from center line Rocky Point Road
<u>Country Cove Circle</u>	Country Cove S/D 3,085 ft. paved
<u>Crescent Road</u>	460 ft. x 40 ft. south from center line Township Road
<u>Delaware Avenue</u>	Melbourne Heights S/D 1,293 ft. west from center line Corey Road
<u>Duncil Lane</u>	2,440 ft. south from Hall Road and 1,055 ft. north from Hall Road
<u>Elaine Lane</u>	1,310 ft. south from center line Glatter Road to dead end



**Town of Malabar
Public Right-of-Ways Accepted Streets as of 4/1/2021**

NOTE: THIS LIST DOES NOT INCLUDE ALL TOWN-OWNED RIGHTS-OF-WAY

<u>Eva Lane</u>	2,640 ft. (1/2 mile) from Malabar Road to Hall Road – paved in 2018
<u>Falls Trail</u>	Brook Hollow S/D 1,219 ft. paved from center line Briar Creek Boulevard
<u>Fins Lane</u>	550' north of Hall Rd (previously known as <u>Mussell Shoal Ln</u>)
<u>First Lane</u>	Riverview S/D - 240 ft. paved north from center line Riverview Drive)
<u>Flashy Lane</u>	1,275 ft. north from Hall Road and 530 ft. x 25 ft. south from Hall Road
<u>Florence Street</u>	1,060 ft. paved north of Malabar Road
<u>Garden Street</u>	528 ft. east from center line Pine Street to dead end
<u>Gator Way</u>	South from Hall St.
<u>Gilmore Street</u>	220' paved plus 940' dirt north from Malabar Road to Allen St.
<u>Glatter Road</u>	925' unpaved east of Marie St and 2,890' paved west of Marie to Malabar Rd
<u>Hall Road</u>	13,237 ft. paved Marie Street west to Richards Ln
<u>Hard Lane</u>	564' south of Atz Road
<u>Hard Way Lane</u>	730 ft. north from Old Mission Road plus the next 400 ft. --payback under 90-3)
<u>Hawthorne Avenue</u>	150 ft. west from center line US#1
<u>Hollow Brook Lane</u>	Brook Hollow S/D 2,045 ft. paved north from Briar Creek Boulevard
<u>Holloway Trail</u>	Brook Hollow S/D 324 ft. paved west from Briar Creek Boulevard)
<u>Homestead Lane</u>	Sugar Pines S/D 1,200 ft. paved north from Atz Road to dead end)
<u>Howell Lane</u>	1,100 ft. north from Hall Road and 728 ft. south from Hall Road; plus 200lf payback on lot 829 under Ord 03-01.
<u>Huggins Drive</u>	808 ft. paved east from center line US#1.
<u>Hunter Lane</u>	1,320 ft. north from Atz Rd and 1,500 ft. south of Atz Rd.--payback under 90-3)
<u>Isasa Lane</u>	730 ft. south from center line of Hall Road
<u>Ivey Lane</u>	800 ft. south from center line of Hall Road
<u>Johnston Avenue</u>	1,164 ft. east from Marie Street (the last 306 feet is a payback under 01-01)
<u>Jordan Boulevard</u>	1,010 ft. paved west from the center line US#1
<u>Kelly Lane</u>	1,483 ft. south from the center line of Atz Road
<u>Knave Lane</u>	Stillwater Preserve SD – 1000lf paved - private
<u>Kramer Lane</u>	1,322 ft. north from Benjamin Road--payback under 91-2
<u>LaCourt Lane</u>	2,640 ft. south from Hall Rd. to Atz Rd
<u>Leghorn Road</u>	1,000' north of Section 12 from Valkaria Rd (the last 600' is a payback under 01-01)
<u>Lett Lane</u>	1,712 ft. south of Booth Road (last 400 ft.--payback under 91-2)
<u>Lineberry Lane</u>	Sugar Pines S/D 1,200 ft. paved north from Atz Road



**Town of Malabar
Public Right-of-Ways Accepted Streets as of 4/1/2021**

NOTE: THIS LIST DOES NOT INCLUDE ALL TOWN-OWNED RIGHTS-OF-WAY

<u>Linrose Lane</u>	928' x 25' north from Hall Road & 1,300' south of Hall Road
<u>MacDonald Lane</u>	600 ft. south from center line Atz Rd (the last 200 feet is a payback under 01-01)
<u>Marie Street</u>	970 ft. x 35 ft. unpaved north from Johnston Avenue and 5,280 ft. paved south from Johnston Avenue to Hall Road and 780 ft. x 25 ft. unpaved south of Hall Road
<u>Marshall Lane</u>	528 ft. north from center line Malabar Road to dead end
<u>Matthews Lane</u>	1610 ft south from of Atz Road with payback under 01-01
<u>McCain Lane</u>	1,100 ft. north and 1,385 ft. south of Hall Road (+50' from south end per BOA variance – Kaye yr 2006)
<u>Moss Rose Avenue</u>	Melbourne Heights S/D 1,015 ft. west from Corey Road
<u>New Jersey Avenue</u>	528 ft. west from Hwy 1
<u>Nome Lane</u>	(Stillwater Preserve SD 920 lf – private)
<u>Nord Street</u>	528 ft. east from Marie Street
<u>Oak Harbour Lane</u>	Country Cove S/D 338 ft. paved
<u>Oak Tree Place</u>	Brook Hollow S/D 389 ft. paved north from center line Falls Trail
<u>Oakridge Lane</u>	700 ft. x 50' & 350' x 25' north from Hall Rd and 1,130' south from Hall Road)
<u>Old Mission Road</u>	1,950 ft. west from Weber Road to Beran Ln
<u>Orange Avenue</u>	1,260 ft. west from US#1 to FEC railroad
<u>Passaic Avenue</u>	782 ft. west from center line US#1
<u>Pemberton Trail</u>	Brook Hollow S/D 1,053 ft. paved east from center line Briar Creek Blvd
<u>Pine Street</u>	528' south from Malabar Road to Garden Street
<u>Prospect Ave</u>	renamed Christian Lane in Jan 2011
<u>Prosperity Lane</u>	930 ft north from Osage Road in 2006
<u>Quarterman Lane</u>	1830 ft. south from center line Hall Road
<u>Rebel Lane</u>	1000 ft. north from Reese Road
<u>Reef Place</u>	Coquina Pt S/D 510' paved east from Coral Way
<u>Reese Road</u>	685' x 25' west from Weber Rd to Rebel Ln
<u>Richards Lane</u>	807' x 25' north from Hall Rd
<u>Riverview Drive</u>	Riverview S/D 780' paved west from US#1
<u>Rivet Lane</u>	700' x 25' north from Hall Road (plus 460' x 25' on 5/3/2021)
<u>Rocky Point Road</u>	7,590' paved (was old Hwy 1)
<u>Russell Lane</u>	400' south from Atz Road)



**Town of Malabar
Public Right-of-Ways Accepted Streets as of 4/1/2021**

NOTE: THIS LIST DOES NOT INCLUDE ALL TOWN-OWNED RIGHTS-OF-WAY

<u>Samantha Lane</u>	name change approved to Taylor Lane in 2019 for 1200 ft south of Hall Road (payback under Ord 03-01 for 300'
<u>Sandy Creek Lane</u>	1,500 ft. south from center line Malabar Road
<u>Shiflett Lane</u>	528 ft. south from center line Malabar Road to dead end
<u>Ski Lane</u>	564 ft. north of Atz Road--payback under 91-2
<u>Smith Lane</u>	paved in 2018 w/ special assessment. (the first 475 ft. is no payback; the next 1169' is a payback under 91-2; the next 600 ft. is a payback under 01-01)
<u>Steeplechase Circle</u>	Brook Hollow S/D 358 ft. paved west from Briar Creek Blvd
<u>Stika Lane</u>	(Stillwater Preserve SD – 840' paved - private)
<u>Township Road</u>	1,056' paved east from FEC railroad to US#1
<u>Waring Lane</u>	1,290' north of Atz Rd and 2,035' south of Atz Rd (plus 400'-payback under 91-2)
<u>Weber Road</u>	10,560 ft. (2 miles) paved south from Malabar Road to town limits
<u>Weir Street</u>	1,160 ft. north from Malabar Road to Allen Street
<u>West Railroad Avenue</u>	1200' paved north of Malabar Rd and 630' paved south of Malabar Road
<u>Westhorpe</u>	(Oakmont Preserve SD ____ If paved east from Marie Street – private)
<u>Wilson Lane</u>	1,052 ft. south from Hall Road

NOTES:

- A. Ordinances 90-3, 91-2 & 01-01 require fees be collected from prospective homebuilders on certain parcels of property as payback to original road builder. These portions of streets are indicated.
- B. Any road not on this list of accepted streets may be maintained from time to time, at the Public Works Department's discretion, to allow accessibility of emergency vehicles. This in no way implies that this maintenance constitutes acceptance of any road not on this list.

(Previous Updates 9/21/98, 12/1/99, 3/24/00, 12/29/00, 7/2/01, 10/15/03, 5/10/04, 2011, 2012, 2014)

ATTACHMENT D

Summary Of Current Rates and Charges for Residential and Commercial Collection Service

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste
Collection Services RFP# 2021-

Exhibit 1
SUMMARY OF RATES AND CHARGES
Effective January 1, 2021

FORM D

RESIDENTIAL PREMISES RATES

This form is for residential premises service for solid waste, recyclables, and yard waste collection, and all other services to be available to residential premises as described in Proposer’s proposal and Agreement. All rates will be effective for the first year of the agreement beginning October 1st , 2014. These rates will be the contractor’s sole compensation for residential premises services. All rates are for 2 times per week collection.

Cart sizes are approximate. Proposers must note any proposed variations. Variations cannot, however, be substantial.

Residential Premises Rates

Service	Rates per household /month	Additional solid waste carts % of single cart rate	Additional customer requested recycling cart
Residential Solid Waste			
Option 1 – semi-automated service – multiple size carts provided by Collector. (35,64,96 gallon)	\$17.60	4%	No Charge
Residential Recycling			
Option 1 – semi-automated service - multiple size carts provided by Collector. (35,64,96 gallon)	\$3.91	24%	No Charge

Residential premises includes once weekly curbside recyclables collection and once weekly yard trash collection.

Residential Breakdown of all inclusive cost

	Option 1
Solid Waste	\$10.82
White/Bulky Goods	No charge
Yard Trash	\$6.78
Bulk Yard Waste	No charge

FORM E-1

COMMERCIAL PREMISES SOLID WASTE COLLECTION SERVICE: CAN, CART AND BIN SERVICE

This form is for commercial premises, multi-family dwellings, and mobile home parks service for solid waste, recyclables, yard waste collection (as appropriate), processing and disposal, billing services, and all other services to be available to aforementioned service units as described in Proposer’s proposal and Agreement. All rates will be effective for the first year of the agreement beginning October 1st 2014. These rates will be the contractor’s sole compensation for these service units’ services.

COMMERCIAL/INDUSTRIAL PREMISES SOLID WASTE COLLECTION SERVICE: CAN AND CART SERVICE

Service Type	Frequency	Rate per Account per Month
32-gallon can (curbside) (If additional can sizes are proposed, please add additional sheets)	1x weekly	\$17.39
	2x weekly	\$20.07
32-gallon can (carryout) (If additional can sizes are proposed, please add additional sheets)	1x weekly	\$30.29
	2x weekly	\$32.99
36-gallon cart	1x weekly	\$18.42
	2x weekly	\$21.12

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste
Collection Services RFP# 2021-

64-gallon cart	1x weekly	\$18.42
	2x weekly	\$21.12
96-gallon cart	1x weekly	\$18.42
	2x weekly	\$21.12

COMMERCIAL/INDUSTRIAL PREMISES SOLID WASTE COLLECTION SERVICE: BIN SERVICE

(If additional bin sizes are proposed, please use table to specify)

Service Type	Frequency	Rate per Account per Month
2 c.y. bin	1x weekly	\$36.63
	2x weekly	\$73.26
	3x weekly	\$109.88
	4x weekly	\$146.51
	5x weekly	\$183.15
	6x weekly	\$219.78
4 c.y. bin	1x weekly	\$73.26
	2x weekly	\$146.51
	3x weekly	\$219.78
	4x weekly	\$293.05
	5x weekly	\$366.30
	6x weekly	\$439.57
6 c.y. bin	1x weekly	\$109.88
	2x weekly	\$219.78
	3x weekly	\$329.66
	4x weekly	\$439.57
	5x weekly	\$549.45
	6x weekly	\$659.35
8 c.y. bin	1x weekly	\$146.51
	2x weekly	\$293.05
	3x weekly	\$439.57
	4x weekly	\$586.10
	5x weekly	\$732.62
	6x weekly	\$879.15
3 c.y. bin	1x weekly	\$54.96
	2x weekly	\$109.88
	3x weekly	\$164.84
	4x weekly	\$219.78
	5x weekly	\$274.74
	6x weekly	\$329.68

FORM E-2**COMPACTOR AND DEBRIS BOX SERVICE**

This form is for compactor, debris box and on-call bin service including collection, processing and disposal, billing services, and all other services to be available to aforementioned service units as described in Proposer's proposal and Agreement. All rates will be effective for the first year of the agreement beginning October 1st, 2014. These rates will be the contractor's sole compensation for these service units' services.

COMPACTOR AND DEBRIS BOX SERVICE

Service Type	Frequency	Rate per Account per Month
Compactor Service		
3 c.y.*	1x weekly	\$55.75
	2x weekly	\$111.55
	3x weekly	\$167.30
	4x weekly	\$223.07
	5X weekly	\$278.84
4 c.y.*	1x weekly	\$76.92
	2x weekly	\$153.84
	3x weekly	\$230.77
	4x weekly	\$307.69
	5X weekly	\$384.61
5 c.y.*	1x weekly	\$92.95
	2x weekly	\$185.90
	3x weekly	\$278.84
	4x weekly	\$371.80
	5X weekly	\$464.75
6 c.y.*	1x weekly	\$115.38
	2x weekly	\$230.77
	3x weekly	\$346.16
	4x weekly	\$461.54
	5X weekly	\$576.93

* Compactor rates do not include leasing or maintenance.

Industrial Debris Box and Bin Service (incl. C&D; per pull)		
Service Type	Rate	
2 c.y. bin**	\$20.44	per pull
3 c.y. bin**	\$31.20	per pull
4 c.y. bin**	\$41.95	per pull
5 c.y. bin**	\$52.69	per pull
6 c.y. bin**	\$63.46	per pull
7 c.y. bin**	\$74.21	per pull
20 c.y.**	\$258.13	per pull
25 c.y.**	\$274.26	per pull
30 c.y.**	\$290.39	per pull
40 c.y.**	\$306.52	per pull
Less than 30 c.y. compactor*	\$290.39	per pull
30 c.y. – 39 c.y. compactor*	\$306.52	per pull
Greater than 40 c.y. compactor*	\$306.52	per pull
* Compactor rates do not include leasing or maintenance.		
** Rates include dropping off box or bin at customer location, retrieving box or bin when requested, hauling waste to, and up to 4 tons of landfill disposal. An additional charge equal to \$23.66 per ton will apply for disposal in excess of 4 tons.		
*or current landfill rate		

FORM E-3

SPECIAL CHARGES

All special charges will be effective for the first year of the agreement beginning October 1st, 2014. These charges will be the contractor's sole compensation for these services.

Special Service	Charge	
Wheel-out service for non-qualifying households	\$12.91	Additional per month per hh.
On-call bulky waste pick-up for non-qualifying residents	\$16.14	per cubic yard per event.
	\$0	freon removal charge per unit.
On-call extra solid waste collection for residential premises	36-gallon cart: 64-gallon cart: 96-gallon cart:	\$16.14 \$16.14 \$16.14
Cart exchange (for requests in addition to 2 x first year free exchange and subsequent 1x annual free exchange; includes delivery fee)	\$64.52	per event.
Call back for collection as a result of set-out after collection time	\$26.90	per event.
Cart replacement as a result of loss or damage through willful or intentional misuse or abuse	\$64.52	per cart including delivery fee.
Extra Commercial Pick-up:		
32-gallon can	\$8.61	per event
36-gallon cart	\$8.61	per event
64-gallon cart	\$8.61	per event
96-gallon cart	\$8.61	per event
1 1/2 c.y. bin	\$10.76	per event
2 c.y. bin	\$15.06	per event
3 c.y. bin	\$18.28	per event
4 c.y. bin	\$22.58	per event
5 c.y. bin	\$26.90	per event
6 c.y. bin	\$30.12	per event
7 c.y. bin	\$34.43	per event
Key charge: Allowed when container access requires driver to remove lock to empty container.	\$0.00	per container per month
Enclosure charge: Allowed when collection requires removing a container from an enclosure and replacing it when empty.	\$10.76	per container per month
Gate service charge: Allowed when collection requires passing through a gate in order to access a container.	\$0.00	per container per month
Distance charge: Allowed when a container is placed further than 10 feet from where the collection vehicle has access.	\$10.76	per fifty (50) feet per container per month
Other: Special Collection Solid Waste outside of Container	\$0.00	per issue
Other:	None	

Other special charges not identified herein are subject to the review and approval of the Town prior to levy.

ATTACHMENT E

Current Commercial Customer Accounts, Container Size,
and Frequency for Solid Waste Collection

NAME	HOUSE#	STREET	QTY	SERVICE
ACE HARDWARE	6755	BABCOCK ST SE	1	6 YD FEL 1X WK
THERIAULT HOUSES	1950	US HWY 1 S	6	FEL RCY BIN 1X WK
THERIAULT HOUSES	1950	US HWY 1 S	1	2 YD FEL 1X WK
CAMELOT RV PARK	1600	US HWY 1 S	2	4 YD FEL 2X WK
CAMELOT RV PARK	1600	US HWY 1 S	1	6 YD FEL 1X WK
FIRST BAPTIST OF MALABAR	1665	MALABAR RD	1	4 YD FEL 1X WK
TOWN OF MALABAR (CITY)	2725	MALABAR RD	1	HAND PICK FEL
EASTON, RICHARD	2760	MALABAR RD	1	3 FEL CANS 2X WK
EASTON, RICHARD	2760	MALABAR RD	3	FEL RCY BIN 1X WK
KNIGHTS OF COLUMBUS	6725	BABCOCK ST SE	1	4 YD FEL 1X WK
CALLAGY TIRES INC	6625	BABCOCK ST S	1	6 YD FEL 1X WK
MALABAR POST OFFICE	1720	MALABAR RD	1	96 GAL REL TOTER 1 X WK
MALABAR MOS	2805	MALABAR RD	1	6 YD FEL 3X WK
PENJING BONSAI GARDEN	1650	US HWY 1 S	1	32 GAL REL TOTER 2X WK
DATA MANAGEMENT INC	3225	JORDAN BLVD	1	6 YD FEL 1X WK
SUNSHINE STORES 44	1360	US HWY 1 S	1	6 YD FEL 1X WK
RENT-A-SPACE OF MALABAR	1050	US HWY 1 S	1	6 YD FEL 1X WK
SERENE HARBOR	2580	MALABAR RD	1	2 YD FEL 2X WK
MALABAR FIRE DEPT (CITY)	1840	MALABAR RD	1	4 YD FEL 1X WK
YELLOW DOG CAFE	905	US HWY 1 S	1	4 YD FEL 2X WK
MR K FOOD STORE	6655	BABCOCK ST SE	1	4 YD FEL 1X WK
HARRIS CORP (DOCKS)	3225	JORDAN BLVD	1	8 YD FEL 4X WK
MALABAR TOWN HALL (CITY)	1435	CENTRE ST	1	4 YD FEL 1X WK
BREVARD WORSHIP CENTER	6825	BABCOCK ST SE	1	2 YD FEL 1X WK
SUNSCAPE LANDSCAPE & NURSERY	2665	WEBER RD	1	2 YD FEL 1X WK
SOUTHERN COMFORT MOBILE HOME	2050	US HWY 1 S	1	8 YD FEL 4X WK
BERRI PATCH PRESCHOOL	705	MALABAR RD	1	4 YD FEL 3X WK
INDOOR RV AND BOAT STORAGE	2235	MALABAR RD	1	2 YD FEL 1X WK
MALABAR PROFESSIONAL PLAZA	775	MALABAR RD 101	1	4 YD FEL 2X WK
HEALTH FIRST INC (MIMA)	730	MALABAR RD	1	8 YD FEL 5X WK
HARRIS CORPORATION (NE CNR OF BLDG)	3225	JORDAN BLVD	1	8 YD FEL 2X WK
HARRIS CORPORATION (NE CNR OF BLDG)	3225	JORDAN BLVD	1	8 YD FEL 3X WK
HEIDE KRUGER WELL AND PUMP SERVICES	1170	WEST RAILROAD AVE	1	4 YD FEL 1X WK
ELHOIM CHRISTIAN CHURCH	2170	MALABAR RD	1	2 YD FEL 1X WK
CHURCH OF GOD	7075	BABCOCK ST SE	1	2 YD FEL 1X WK
FLORIDA FIELDS TO FORKS	1200	COREY RD	1	2 YD FEL 1X WK
ROUTE 1 MOTORSPORTS	1300	US HWY 1	1	6 YD FEL 3X WK
BETHANY BAPTIST CHURCH	1690	MARIE ST	1	2 YD FEL 1X WK
NC GRAPHIX SIGNS	2728	MALABAR RD	1	96 GAL REL TOTER 2 X WK
LEGACY P III ENCHANTED LAKES, LLC RV	750	MALABAR RD	1	8 YD FEL 3X WK
LEGACY P III ENCHANTED LAKES, LLC MHP	750	MALABAR RD	34	FEL RCY BIN 1X WK
LEGACY P III ENCHANTED LAKES, LLC MHP	750	MALABAR RD	34	HAND PICKUP FEL PER UNIT
CONRAD YELVINGTON	4210	OLD DIXIE HWY	1	2 YD FEL 1X WK
KREIGER PUBLISHING	1725	KRIEGER LN	1	4 YD FEL 1X WK
ALUMIMASTER INC	2395	COREY RD	1	4 YD FEL 1X WK
ASAP ONSITE SEPTIC	2715	GARDEN ST	1	4 YD FEL 1X WK
LOU POULOS LANDSCAPING	1175	MARIE ST	1	4 YD FEL 1X WK
STORAGE RENTALS OF AMERICA - MALABAR	2700	MALABAR RD	1	4 YD FEL 2X WK

STORAGE RENTALS OF AMERICA	1450	W RAILROAD AVE	1	4 YD FEL 1X WK
BEN PACA FOOD TRUCK LLC	1390	S US HIGHWAY 1	1	8 YD FEL 1X WK
BANYAN TREE EVENTS LLC	1490	MARIE ST	1	2 YD FEL 1X WK
HARRIS GCSD FACILITIES BLDG LF#9503	3225	JORDAN BLVD	1	30 YD ROLLOFF
HARRIS GCSD MALABAR/SHIP & REC LF#9503	3225	JORDAN BLVD	1	30 YD ROLLOFF
HARRIS CORP RECEIVING (WOOD)	3225	JORDAN BLVD	1	30 YD ROLLOFF
HARRIS CORP (T)	3225	JORDAN BLVD	1	30 YD ROLLOFF
HSR CONSTRUCTORS		W RAILROAD AVE & MALABAR RD	1	20 YD ROLLOFF

ATTACHMENT F

Historical Tonnage Collection Reports for Year-to-
Date 202, 2020, and 2019



Malabar - Reporting Data: 2020

Jan 2020 - Dec 2020

Item #	Item Title	Jan-20	Feb-20	Mar-20	QUARTER TOTAL	Apr-20	May-20	Jun-20	QUARTER TOTAL	Jul-20	Aug-20	Sep-20	QUARTER TOTAL	Oct-20	Nov-20	Dec-20	QUARTER TOTAL
	Solid Waste Data																
	Tons Collected from RS	69.25	67.05	69.28	205.58	97.36	81	64.91	243.27	66.02	65.49	47.84	179.35	66.48	51.88	67.91	186.27
	Tons Collected from CO	31.23	31.02	26.63	88.88	22.3	26.19	32.82	81.31	32.14	31.12	32.35	95.61	23.69	26.45	26.02	76.16
	Recycling Data																
	Tons Collected from RS	9.43	14	11.11	34.54	15.67	13.36	12.81	41.84	10.67	8.55	5.51	24.73	8.36	9.02	3.2	20.58
	Tons Collected from CO	1.26	1.03	0.81	3.1	0.91	0.99	0.83	2.73	0.94	1.13	0.91	2.98	1.05	0.85	0.92	2.82
	Yard Waste Data																
	Tons Collected from RS	59.83	23.63	42.82	126.28	42.31	52.74	33.75	128.80	43.59	31.64	25.99	101.22	41.07	26.47	19.42	86.96
	Disposal Summaries																
	Amount of All SW Disposed (RS & CO)	100.48	98.07	95.91	294.46	119.66	107.19	97.73	324.58	109.77	106.29	86.61	274.96	90.17	78.33	93.93	262.43
	Where RS Waste was Disposed	Brev County LF	Brev County LF	Brev County LF		Brev County LF	Brev County LF	Brev County LF		Brev County LF	Brev County LF	Brev County LF		Brev County LF	Brev County LF	Brev County LF	
	Where CO Waste was Disposed	Brev County LF	Brev County LF	Brev County LF		Brev County LF	Brev County LF	Brev County LF		Brev County LF	Brev County LF	Brev County LF		Brev County LF	Brev County LF	Brev County LF	



Malabar - Reporting Data: 2021

Jan 2021 - Dec 2021

Item #	Item Title	Jan-21	Feb-21	Mar-21	QUARTER TOTAL	Apr-21	May-21	Jun-21	QUARTER TOTAL	Jul-21	Aug-21	Sep-21	QUARTER TOTAL	Oct-21	Nov-21	Dec-21	QUARTER TOTAL
	Solid Waste Data																
	Tons Collected from RS	89.54	66.65	66.66	222.85				0				0.00				0.00
	Tons Collected from CO	24.89	25.91	28.42	79.22				0				0				0.00
	Recycling Data																
	Tons Collected from RS	23.79	21.11	9.78	54.68				0				0				0
	Tons Collected from CO	0.88	0.93	1.08	2.89				0				0				0
	Yard Waste Data																
	Tons Collected from RS	27.11	38.49	51.38	116.98				0.00				0.00				0.00
	Disposal Summaries																
	Amount of All SW Disposed (RS & CO)	114.43	92.56	95.08	302.07	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Where RS Waste was Disposed	Brev County LF	Brev County LF	Brev County LF		Brev County LF	Brev County LF	Brev County LF		Brev County LF	Brev County LF	Brev County LF		Brev County LF	Brev County LF	Brev County LF	
	Where CO Waste was Disposed	Brev County LF	Brev County LF	Brev County LF		Brev County LF	Brev County LF	Brev County LF		Brev County LF	Brev County LF	Brev County LF		Brev County LF	Brev County LF	Brev County LF	



Malabar- Reporting Data: 2019

Jan 2019 - Dec 2019

Item #	Item Title	Jan-19	Feb-19	Mar-19	QUARTER TOTAL	Apr-19	May-19	Jun-19	QUARTER TOTAL	Jul-19	Aug-19	Sep-19	QUARTER TOTAL	Oct-19	Nov-19	Dec-19	QUARTER TOTAL
	Solid Waste Data																
	Tons Collected from RS	72.41	62.29	65.66	200.36	40.73	78.81	57.38	176.92	38.43	45.66	31.07	115.16	62.05	79.26	67.85	209.16
	Tons Collected from CO	31.86	30.82	30.85	93.53	32.95	38.63	29.24	100.82	32.18	33.86	32.09	98.13	32.28	30.99	32.75	96.02
	Recycling Data																
	Tons Collected from RS	9.72	8.85	8.37	26.94	11.94	12.48	11.68	36.1	8	11.45	11.66	31.11	8.12	7.45	10	25.57
	Tons Collected from CO	0.66	0.67	0.55	1.88	0.66	0.69	0.71	2.06	0.72	1.17	0.74	2.63	0.97	1.01	0.77	2.75
	Yard Waste Data																
	Tons Collected from RS	24.34	27.86	18.08	70.28	58.28	58.23	49.46	165.97	84.67	63.08	56.61	204.36	35.12	18.50	27.16	80.78
	Disposal Summaries																
	Amount of All SW Disposed (RS & CO)	104.27	93.11	96.51	293.89	73.68	117.44	86.62	277.74	79.33	92.14	75.56	213.29	94.33	110.25	100.60	305.18
	Where RS Waste was Disposed	Brev County LF	Brev County LF	Brev County LF		Brev County LF	Brev County LF	Brev County LF		Brev County LF	Brev County LF	Brev County LF		Brev County LF	Brev County LF	Brev County LF	
	Where CO Waste was Disposed	Brev County LF	Brev County LF	Brev County LF		Brev County LF	Brev County LF	Brev County LF		Brev County LF	Brev County LF	Brev County LF		Brev County LF	Brev County LF	Brev County LF	

ATTACHMENT G

Proposal Label

PROPOSAL LABEL

The label below has been provided to properly identify your submittal. Proper labeling provides identification and processing of the submittal to avoid opening envelopes / packages until the official date and time of opening.

Place your submittal in a sealed envelope or package and affix your completed label on the outer surface of the envelope/package. Received submittal envelopes/packages will be time/date stamped and the Town Manager will be notified. Received submittals are recorded and are listed in the opening minutes retained by the Purchasing Department. For your convenience, the below label is provided for you.

- Cut out the label and tape it to the outer sealed solicitation envelope or package.

RFP Documents Enclosed

SECTION 1. RFP 20-26: Residential Solid Waste, Recycling, Yard Waste, and Bulk Waste Collection and/or Single Stream Recyclables Processing Service

Due: August 17, 2021, 3:00 pm. (EST)

From:

Respondent's Name: _____

Respondent's Address: _____

To: Town of Malabar

Town Manager

2725 Malabar Road

Malabar, Florida 32950
