



# *City of South Pasadena*

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SOUTH PASADENA, FLORIDA 33707  
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## **REQUEST FOR PROPOSAL (RFP) FOR RESIDENTIAL CURBSIDE SOLID WASTE SERVICE AND RECYCLING SERVICE AND COMMERCIAL SOLID WASTE SERVICE**

### **Purpose of RFP:**

The purpose of this Request for Qualifications and Proposals (“RFP”) is to obtain statements of qualifications and proposals from qualified companies to provide the collection and disposal of solid waste within its city limits for residential and commercial customers, and to provide residential recycling.

**Term of Engagement:** It is anticipated that the selected firm will be retained by the City Commission for a period of five years with a five year renewal option.

**Submission of Proposal:** Six (6) copies of the proposal must be submitted no later than **2:00 p.m. July 28, 2016** to:

City of South Pasadena  
Director of Public Works  
7047 Sunset Drive  
South Pasadena FL 33707  
Attn: Gary Anderson

Proposals must be submitted in written or printed bound form, in a sealed envelop marked “Proposal – Solid Waste Services” and shall include all information required pursuant to this RFP. The envelop shall be marked with the name of the firm submitting the Proposal.

**(Neither faxed copies nor electronic submissions will be accepted.)**

**Anticipated Timetable for RFP and Proposals:**

Release of the Request for Proposal:	June 6, 2016
Last day to submit questions:	July 14, 2016 at 4:00 p.m.
Proposals Due Back to the City:	July 28, 2016 no later than 2:00 p.m.
Staff Review :	July 28 through August 22, 2016
City Commission Review:	August 23, 2016 at 9:00 a.m
City Commission Selection:	August 30, 2016 at 7:00 p.m.

**Questions:** Questions regarding the RFP should be directed to Director of Public Works, in writing by mail or e-mail. All replies to questions will be copied to all firms who have requested an RFP. The mailing address is: 7047 Sunset Drive, South Pasadena, FL 33707 and the e-mail is: pworks@mysouthpasadena.com

**Modification to Proposals:** A respondent may not modify or correct the Proposal any time after the Proposal Due Date, except in direct response to a request from the City for clarification.

**Revisions to this RFP:** If it becomes necessary to revise or clarify any part of this RFP, the City will provide an addendum to each firm receiving this RFP.

**Expenses of Preparation of Proposals:** The City is not responsible for any expense incurred in preparing and submitting a proposal.

**Public Records:** Firms responding to this RFP should be aware that the Proposals are public records in accordance with State Law, after the evaluation and selection process has been completed.

**Communications with City Officials:** The City prohibits communications initiated by a Proposer to **any** City Official or employee evaluating or considering the Request For Proposals (**up to and including the Mayor and City Commissioner**), from the request of solicitation of the proposal to the time an award decision has been made, and a contract has been executed

**Rejection of Proposals:** The City may reject a proposal if:

- A. The Proposer fails to acknowledge receipt of an addendum, or if
  - B. The Proposer misstates or conceals any material fact in the bid, or if
  - C. The proposal does not strictly conform to the law or requirements of rfps, or if
  - D. The proposal is conditional, except that the proposer may qualify his proposal for acceptance by the City on an "all or none" basis, group basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
  - E. The City is under a pre- lawsuit claim or current litigation with the proposer.
- The City may reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as

provided in paragraph D above. The City may, at its sole discretion, reserve the right to waive technicalities or irregularities, to reject any or all submittals, and/or to accept that submittal which is in the best interest of the city, regardless of whether that submittal is the lowest cost proposal. The City shall be the sole judge of which submittal(s) is/are City the most responsive to the City's needs.

### **Competency of Proposers**

A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Proposal(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions hereinstated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) in making the award in the best interest of the City. In all cases South Pasadena shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

### **Disqualification of Proposers**

A. Proposer may be disqualified temporarily or permanently and his/her bid(s) rejected for:

B. Poor performance or default, in the City's opinion, on previous contracts with the City.

C. Poor performance or default, in the City's opinion, on previous contracts with other public entities.

D. Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

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**A. INSTRUCTIONS FOR PROPOSAL PREPARATION AND SUBMITTAL.**

All proposals must be submitted on original or photocopies of the proposal forms found within this packet. No proposal will be considered which is submitted otherwise than on the prepared proposal forms and in the designated manner. The blank spaces in the proposal shall be filled in correctly where indicated for each and every item for which a description is given, and the responder must state the prices for which he proposes to do the work contemplated. The responder shall sign his proposal correctly. If the proposal is made by an individual, in addition to his signature, his post office address must be shown; if made by a firm or partnership, the post office address of each member of the firm or partnership; if made by a corporation, the person signing the proposal must be President or Vice President of the corporation. No proposal will be considered which does not include a quote for the minimum service required in the instructions. The proposal shall be submitted in a sealed envelope bearing the name of the Contractor and describing the project for which the proposal is being submitted. Proposals will be accepted by certified mail, and then only if the proposal is enclosed in another sealed envelope contained within the mailing envelope and is delivered to the City prior to the time established for opening proposals. In order to be considered, a proposal must include a quote for solid waste and recycling at single family, mobile homes and duplexes, and solid waste removal at other multi-family and commercial properties.

**B. SPECIAL INSTRUCTIONS REGARDING PREPARATION OF PROPOSALS FOR RECYCLING AT MULTI-FAMILY COMPLEXES.**

Uniform Recycling Programs within multi-family complexes are difficult to implement on a citywide basis. The diversity of building types and the variables involved with the size and location of trash rooms, require recycling programs to be tailored to each facility. It is generally easier for condominium dwellers to accommodate a recycling program, which allows recovered materials to be co-mingled. For this reason, the City has not adopted an ordinance mandating recycling. The City of South Pasadena strongly encourages recycling and is seeking proposals which will allow the maximum number of residents, to recycle the maximum number of items, with the least amount of inconvenience and cost. In order to submit a proposal for collection of recovered materials, it is suggested that you familiarize yourself with the physical layout and limitations of the complexes which are located in the City, with particular attention to the larger complexes such as Bay Islands, Harbourside, Pasadena Cove, Chateau Towers, The Fountains of Boca Ceiga Bay, Shore Crest Condominium, Lutheran Residence, Bethany Towers, and Causeway Village Mobile home park. After familiarizing yourself with the physical constraints of the various complexes, prepare and submit a proposal for a recycling program, which is feasible and cost efficient. Each proposal should identify the types of materials to be recycled ( paper, glass, aluminum etc.), the method of collection (co-mingled recovered materials or each recovered material separated from other recovered materials by the customer) and the total cost of the service. If your recycling proposal

does not include all complexes, please indicate the name of the complex and detail what recycling program, if any, is being proposed at that location. You may submit alternative programs with varying prices.

A list of contact persons for the majority of complexes is attached to this packet. Managers and Officers of these complexes have been advised by the City to be expecting inquiries and have been encouraged to furnish any information requested.

All proposals must include providing a central recycling center to be located in the parking lot of the Winn-Dixie supermarket which is located near the northeast corner of Pasadena Avenue and Gulfport Boulevard. There shall be no charge for maintaining this site and the successful Responder will be expected to pick up recycled materials at the center as often as necessary to avoid overflow.

**C. QUALIFICATIONS OF RESPONDERS**

Responders shall have provided similar service in three other jurisdictions during the past year. Responder must be willing and able to truthfully execute a Public Entity Crimes Statement. Responder must disclose the name of any officer, director or agent who is also an employee of the City of South Pasadena. In addition the name of any City of South Pasadena Employee who owns 10% or more of Responder's firm, or subcontractor which Responder intends to use to perform this work. The absence of an attachment disclosing these potential conflicts of interest will serve as Responder's certification that Responder has determined that no such relationships exist.

The City may make such investigations as it deems necessary to determine the ability of the responder to perform the work, and the responder shall furnish to the City any additional information for this purpose, as the City may require.

If such an investigation fails to satisfy the City that the responder is properly qualified to complete the work, the proposal may be rejected. In the event the responder fails, refuses, or neglects to submit the requested additional information within ten (10) days of the date of any request for submission, the responder's proposal guarantee shall be forfeited to the use of the City, not as a penalty, but as liquidated damages.

**D. RESPONDER'S RESPONSIBILITY**

The responder shall familiarize himself with all the attached proposal forms, Instructions, and Draft Franchise Agreement, as he will be held responsible to fully comply therewith. Each responder must thoroughly acquaint himself with the condition of the City and physical limitations of the multi-family complexes, the materials and equipment necessary to complete the work in accordance with the contract. Particular attention needs to be given to the compactors within the City especially at Palms of Pasadena Hospital. The successful Responder will be

required to have compactors installed on the first day of the contract October 1, 2016 to ensure that there is no disruption in service.

**E. OMISSIONS AND DISCREPANCIES**

Should a responder find discrepancies in, or omissions from the instructions or franchise agreement documents, or should he be in doubt as to their meaning, he should at once notify Gary Anderson in writing at 7047 Sunset Drive South Pasadena, FL 33707. All notice of omissions or discrepancies or request for clarification must be forwarded to the City in writing by July 14, 2016 at 4:00 P.M..

Such clarification and corrections as are necessary, will be issued in the form of an Addendum to the Request for Proposal and will be forwarded to all prospective responders. Any Addendum so prepared and forwarded shall be a part of the Franchise Documents. The City will not be responsible for any other explanation or clarification.

**F. OPENING OF PROPOSALS**

All proposals will be publicly opened and available for copying on the date, at the place and commencing at the time stated in the advertisement. Responders or their authorized agents may be present. The City reserves the right to reject any or all proposals. Proposals may be rejected if they show any omissions, alterations of form, additions or deductions not called for, conditional or uninvited alternates or irregularities of any kind. The City reserves the right to accept the proposal, which will best serve its interests.

**G. METHOD OF AWARD**

The Director of Public Works will review proposals, with the assistance of the Director of Finance for scope of service offered and for price. The following criteria will be used in the review and the percentage figures represent the weight to be given various aspects of the proposal:

1. Price – 40%
2. Comparison of Comprehensive nature of proposed service including recycling program to other proposals as well as ability to respond to disaster situations - 25%
3. Feasibility of successfully implementing the proposed recycling program, considering level of effort required by customer – 15%
4. Qualifications and Experience – 20%

The Director of Public Works will make a recommendation to the City Commission based on the evaluation of the proposals as set forth above. The City Commission will make the final decision and adopt a franchise agreement by ordinance. First reading of the ordinance will be on August 30, 2016.

**H. EXECUTION OF FRANCHISE/SOLID WASTE AND RECYCLING COLLECTION SERVICES AGREEMENT**

The entity to whom the contract is awarded must, within fifteen (15) days following Approval of the Solid Waste and Recycling Collection Agreement (hereinafter the "Franchise Agreement") on first reading, present its representative to the Department of Finance, City Hall, 7047 Sunset Drive, South Pasadena, Florida between the hours of 8 AM and 4 PM, for signing of the franchise agreement. Prior to the effective date of the Franchise Agreement, said Responder shall substitute for the proposal security, a performance payment bond in the amount of two hundred thousand (\$200,000.00) dollars, conditioned that the Responder will faithfully perform all work of this agreement. Companies authorized to transact business in the State of Florida shall issue all bonds and insurance.

If the Respondent to whom the franchise is awarded fails to give bond or execute the Franchise Agreement within the time specified, the amount of the proposal guarantee shall be forfeited to the City, not as a penalty but as liquidated damages.



**PROPOSAL FORM**

TO: City of South Pasadena

The following proposal is submitted in accordance with your advertisement inviting proposals to be received until **2:00 PM on July 28, 2016** for the Collection of Solid Waste and Recovered Materials from properties within the City of South Pasadena.

Having carefully examined the contract documents together with all addenda, and being familiar with the various conditions of the work, the undersigned herein agrees to provide for the collection and disposal all solid waste and recovered material in accordance with the terms and conditions set forth in the franchise agreement.

**“I hereby certify that I understand and am aware that South Pasadena at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all submittals, and/or to accept that submittal which is in the best interest of the City, regardless of whether that submittal is the lowest cost proposal.** The award of this submittal, if made, may be based on various considerations, including without limitation; Respondent’s experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this submittal to one (1) or more Respondents. The City shall be the sole judge of which submittal(s) is/are City the most responsive to the City’s needs”

\_\_\_\_\_  
Authorized Signature  
[CORPORATE SEAL]

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Name of Contact for Questions

\_\_\_\_\_  
Telephone Number

Accompanying this proposal is a Certified or Cashier's Check or Bid Bond in the amount of fifty thousand (\$50,000.00) drawn upon \_\_\_\_\_ BANK and made payable to the City of South Pasadena, to serve as proposal security.

It is understood that this proposal shall be effective until 90 days after the opening and that the established commencement date for work pursuant to this agreement shall be October 1, 2016.

The undersigned hereby certifies that this proposal is genuine and not sham or collusive, or made in the interest or in behalf of any person, firm, or corporation not

herein named and that the undersigned has not directly or indirectly induced or solicited any other responder to submit a sham proposal, or any other person, firm or corporation to refrain from responding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other responder.

**Single family and Duplexes.**

Curbside bi-weekly solid waste collection, unlimited number of 32 gallon cans (or larger container if supplied by Collector at no cost), plus one weekly curbside collection of co-mingled newspaper, aluminum, clear glass, and plastic in a recycling bin supplied by Collector. Preferred that collection days remain as currently on Tuesdays and Fridays. All collections to take place between the hours of 8 AM and 6 PM. Price per household, per month \_\_\_\_\_.

If the rate quoted above, would be lower without the 8AM to 6PM collection time restriction, indicate the percentage amount of the reduction \_\_\_\_\_.

**Mobile Home Park**

Same service as single family/duplex. Rate per mobile home, per month \_\_\_\_\_. Percentage rate reduction, without collection time restriction \_\_\_\_\_.

Every proposal must include a flat rate for the service described above. If you are proposing use of containers supplied by Collector for solid waste collection in single family, duplex, and mobile homes, the containers must be provided at no additional cost to the customer. No proposal which does not provided for the recycling of newspaper, aluminum, clear glass and plastic at these residential locations, will be considered. If additional materials are being proposed for co-mingled recycling by single family, duplex and mobile home locations, list each recovered material being proposed and additional cost, if any, associated with each material.

To add a 5th recovered material for each stop it would cost \_\_\_\_\_ and the material is \_\_\_\_\_.

To add a 6th recovered material for each stop it would cost \_\_\_\_\_ and the material is \_\_\_\_\_.

To add a 7th recovered material for each stop it would cost \_\_\_\_\_ and the material is \_\_\_\_\_.

To add an 8th recovered material for each stop it would cost \_\_\_\_\_ and the material is \_\_\_\_\_.

If more than 8 materials are being proposed for recycling, at single family/duplex locations attach another sheet.

Please state the size of the proposed recycling bin to be provided \_\_\_\_\_ . State the size of the solid waste container, if any to be provided \_\_\_\_\_ . State your policy for replacement and/or repair of both types of containers.

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**Solid Waste Collection at Multi-family complexes and Commercial Businesses.**

Collection between the hours of 8AM and 6PM. If rates would be lower without the collection time restrictions, please indicate the percentage amount of the reduction \_\_\_\_\_ .

**Monthly rates for front loader containers (If container sizes do not match container sizes you are proposing strike through and substitute the closest size container you have available)**

Container Size	Weekly Frequency of pickup					
	1	2	3	4	5	6
45 gallon	_____	_____	_____	_____	_____	_____
64 gallon	_____	_____	_____	_____	_____	_____
90 gallon	_____	_____	_____	_____	_____	_____
2 cubic yard	_____	_____	_____	_____	_____	_____
4 cubic yard	_____	_____	_____	_____	_____	_____
6 cubic yard	_____	_____	_____	_____	_____	_____
8 cubic yard	_____	_____	_____	_____	_____	_____

**Monthly rates for Rear Loader**

Container Size	Weekly Frequency of pickup					
	1	2	3	4	5	6
1 1/2 cubic yards	_____	_____	_____	_____	_____	_____

**COMPACTORS AND ROLL OFF CONTAINERS**

- Front Loader Compactors \_\_\_\_\_ times container rate
- Roll-Off Containers \_\_\_\_\_ per pull plus net landfill charges
- Daily rental charge for Roll-off containers \_\_\_\_\_
- Roll-Off Compactors \_\_\_\_\_ per pull plus net landfill

**Multi-family and Commercial Recycling Program**

On an attached sheet, describe in detail the recycling program you are proposing for Multi-family and commercial locations. Each proposal must include the types of recovered materials to be included, the method of collection, the obligations of the customer in terms of separating recovered materials from each other, the frequency of pick ups, and the cost of the program. Assume collection times are between 8AM and 6PM, and if prices would differ indicate the price for collection without time restrictions. If you are proposing to pay the City any portion of the profits made on recycling please detail.

**PORTABLE TOILETS**

Monthly rate \_\_\_\_\_, serviced once per week.  
 Weekly rate \_\_\_\_\_.

**Bulk Pick Up:** State the rate you charge for pick up of white goods and/or furniture as well as any limitations that apply to special pick-ups.(This response must contain a dollar amount and a description of a standard bulk pick-up)

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**State any pick up restrictions (size,weight,number)you have for yard trash placed curbside on regular pick up days.**

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**Construction Roll Off Dumpsters:**

State the rates for 10, 20,30 and 40 yards dumpsters.

\*all 4 sizes must be made available

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**Post Disaster Cleanup**

On an attached sheet please provide the details of the resources you plan to make available for post disaster cleanup. Include the method you propose for calculating a fee for this service.

**Rate Adjustments**

On an attached sheet state whether the rates quoted are guaranteed for the term of the contract. Rate quotes must be guaranteed for a period of at least one year beginning October 1, 2016. If you are proposing that any of the rates quoted be open for adjustment during the term of this agreement or at the time of the option to renew state in detail the proposed procedure for adjustment as well as factors that will entitle a party to adjust the rates and the formula to be used in making the adjustment.

ACKNOWLEDGMENT is hereby made of receipt of the following ADDENDA issued during the bidding period, if any:

#1 \_\_\_\_\_ Dated: \_\_\_\_\_

#2 \_\_\_\_\_ Dated: \_\_\_\_\_

#3 \_\_\_\_\_ Dated: \_\_\_\_\_

ATTEST

NAME OF RESPONDER

BY: \_\_\_\_\_

Corporate Secretary

\_\_\_\_\_

BY: \_\_\_\_\_

Title

Corporate Seal

Business Address:

\_\_\_\_\_

\_\_\_\_\_

**Experience and Qualifications of Firm (Provide answers on separate sheet)**

1. Provide a brief history and description of your firm and your Drug Policy:
2. Number of Years Contractor has operated in the State of Florida:
3. Number of Years Contractor has operated in Pinellas County, Florida:
4. In what City is Contractor's main truck/fleet facility located and customer service office located:
5. How will customer service be handled:
6. What type of vehicles will be used, i.e. compressed natural gas, diesel, gas, etc.:
7. What age are the vehicles that will be used:
8. Has the company, its parent corporation/entity, or any subsidiary of the company or its parent corporation/entity been involved in any administrative or judicial litigation for or against any local governmental entity:
9. If the answer to question 8 is "yes," please provide details of the litigation, copies of the complaint(s) or petition(s), and any orders resolving, settling, or disposing of said litigation:
10. Has the company, its parent corporation/entity, or any subsidiary of the company or its parent corporation/entity been indicted or prosecuted for any criminal infractions related to its solid waste operation:
11. If the answer to question 10 is "yes," please provide details of the indictment or information and any orders reflecting final disposition of the matter:

**References**

Please List four (4) references; two (2) of which should be from other public entities of comparable size to South Pasadena

## **SAMPLE FORM**

### **SOLID WASTE AND RECYCLING COLLECTION AGREEMENT BETWEEN THE CITY OF SOUTH PASADENA (CITY) AND (CONTRACTOR).**

WHEREAS, the City of South Pasadena desires to enter into a franchise agreement with Contractor for the collection and proper disposal of Solid Waste and Recovered Materials within the City Limits of South Pasadena; and

WHEREAS, Contractor desires to provide the aforementioned services as defined herein;

NOW THEREFORE, the City and Contractor do hereby agree as follows:

#### **SECTION 1. Granting Of Franchise**

The City of South Pasadena does hereby grant unto \_\_\_\_\_ herein after referred to as Contractor, an exclusive franchise for the collection of solid waste, including yard trash, construction and demolition debris, as those terms are defined in Florida Statute 403.703 from all properties within the City. The City further grants an exclusive franchise for the collection of source separated recovered materials as that term is defined in Florida Statute 403.703 from all residential properties within the City and a non-exclusive franchise for the collection of source separated recovered materials from commercial properties within the City, in accordance with Florida Statute 403.7046.

#### **SECTION 2. Rates and Term**

This agreement shall become effective upon final ordinance adoption by the City, and the work hereunder shall commence on October 1, 2016 and continue for a period of five (5) years. The City shall assume no liability whatsoever for the charges due to the Contractor for services rendered the citizens of the City under this Franchise. All billing and collection shall be the responsibility of the Contractor.

The rates to be charged by the Contractor are set forth on Exhibit "A" attached hereto. Exhibit "A" consists of the proposal submitted by Contractor in response to the City's request for sealed proposals. The rates set forth in Exhibit "A" shall remain in effect for the life of the franchise, unless modified pursuant to Section 17 of this agreement. Contractor will permit multi-family complexes to reduce the number of pick-ups made during the summer months, and the Contractor will provide an option for multi-family complexes to pay fixed monthly rates, calculated on an annual average basis.

The Contractor shall have the privilege of discontinuing service to any customer when the charges due the Contractor are delinquent for a period exceeding thirty (30) days, and when reasonable notice of said delinquency has been delivered to the citizen. In the event service is stopped to a customer and such customer desires to reinstate service, contractor may charge \$25.00 to restart service. Contractor shall notify the City if service is discontinued to any customer.

The collection of the amounts due to the Contractor shall be the responsibility of the Contractor, and the Contractor may collect in advance for the said collection service,



provided, however, the Contractor shall not enforce any advance collection exceeding a period of three (3) months.

### **SECTION 3. Collection Schedule**

Contractor shall collect solid waste at single family residential properties and at duplexes, two times per week, at least three days apart and shall collect recovered materials once per week. Preferably, regular weekly single family residential will be Tuesdays and Fridays as currently scheduled. The frequency of collection at larger multi-family and commercial businesses shall be arranged and contracted for by and between the contractor and the property owner or tenant. The Contractor shall offer solid waste service six days per week (Monday thru Saturday), and recovered materials pick-up shall be made available at least twice per week. No collections shall take place between the hours of 6:00 p.m. and 8:00 a.m. In the event a collection day falls on a holiday, it shall not be cancelled or rescheduled without the written consent of the Director of Public Works.

### **SECTION 4. Contractor's Obligations**

In consideration of this Franchise, the Contractor will:

**A.** Pay the City a franchise fee in the amount of ten percent (10%) of the amounts collected by Contractor for services within the corporate limits of the City or \$50,000, whichever is greater. Said franchise fee shall be paid monthly to the City on or before the tenth (10th) day of the month, next following the month of collection. If 10% of actual collections for any year is less than \$50,000 then Contractor shall pay the difference in the last month of the year. The City shall have the right to audit the financial records of the Contractor as necessary to verify the accuracy of the amounts paid to City as the franchise fee.

**B.** Collect and properly dispose of all solid waste and recovered materials in accordance with the terms and conditions of this agreement. Contractor shall collect crates and boxes from residences newly occupied at no additional fee when said crates and boxes are placed for collection within ten (10) days of occupancy.

**C.** Contractor shall pick up large items such as white goods and furnishings upon request and shall make arrangements to do so within 3 days of request. Contractor shall have available at all times dumpsters of various sizes for construction debris, said dumpsters shall range in size from 10 yards to 40 yards.

### **SECTION 5. Service to the City.**

The Contractor shall make no charges for collection at any municipal facilities. The Director of Public Works will notify the contractor of the size and location of dumpsters needed for municipal facilities. In addition, to service for municipal buildings the Contractor shall supply at no cost a forty (40) yard dumpster for brush. The Contractor shall provide dumpsters and collection service for both solid waste and recovered materials in accordance with the schedule set forth by the Director of Public Works. In addition, at no charge, the Contractor shall provide a central recycling center, at a designation selected by the City and shall provide recycling containers for use by the Public at this location. At a

minimum, recycling containers for newspaper, aluminum, clear glass and plastic shall be provided and emptied as frequently as necessary to maintain the area in a neat condition. At one City event per year Contractor shall supply free of charge 5 port-o-lets. Contractor shall supply free of charge up to 2 dumpsters twice per year for City sponsored litter clean up days.

#### **SECTION 6. Multi-family and Commercial Accounts.**

It is the responsibility of the Contractor and the Customer or property owner to agree upon the size of the container(s) and the frequency with which it is emptied. However, the Contractor shall supply a large enough container to each customer to insure that the health and safety of persons on the property are protected, and that the property is kept clean and sanitary. It will be the responsibility of the Contractor to repair and maintain the container on a regular schedule. However, loose lids, broken wheels, etc., shall be repaired as soon as possible by the Contractor to avoid injury to the public. Only containers that meet Consumer Products Safety Commission standards and the applicable regulations and standards of other State and Federal Agencies are to be used in South Pasadena.

It is the responsibility of the contractor to clean and disinfect the dumpsters and compactors as needed. On properties where dumpsters are screened, by an enclosure, Contractor will be responsible for opening and closing gates and latching gates after emptying the dumpster. The lids of all dumpsters shall be closed by the Contractor following the emptying of dumpsters. Any trash that falls on the ground while emptying dumpsters shall be immediately picked up by the Contractor before leaving the premises.

#### **SECTION 7. Property Damage.**

The Contractor shall repair all property, public or private, damaged by its agents, servants or employees, negligently or unintentionally, in the performance of this contract, and to place same in as good a condition and promptly, as before the damage to same. Contractor shall remove any spillage from public or private premises and shall carry brooms and shovels on each truck to accomplish the same.

#### **SECTION 8. Storms, Emergencies, Disasters.**

In the case of a storm or hurricane, the Commissioner of Public Works may grant the Contractor reasonable variance from the regular schedules and routes. As soon as practicable after such storm, the Contractor shall advise the Commissioner of Public Works and the customers of the estimated time required before regular schedules and routes can be resumed. In the case of a storm, a Red Tide, or other disasters, if requested by the City the Contractor shall work with the City in all commercially reasonable ways for the efficient and rapid cleanup of the City. Any additional costs to the City shall be as stated in Contractor's proposal.

Nothing in this agreement shall be construed to prevent the City from contracting with other companies or individuals for post disaster clean-up. Contractor expressly agrees that post disaster clean-up is a matter of public health safety and welfare and the City may enter into any agreements deemed necessary by the City Commission to ensure that the City is cleaned up in an efficient manner following any type of disaster. The definition of disaster

shall be determined solely by the Director of Public Works.

**SECTION 9. Reports of Operations.**

Sixty days (60) following the start of the contract, Contractor will furnish the City with a report documenting the number and size of dumpsters, compactors, etc. for each property address. This report shall be updated yearly. By the tenth of each month, the Contractor will submit to the City a written report showing the number of complaints received, type or types of complaints, and actions taken by the Contractor to resolve them. In addition, Contractor shall be responsible for maintaining information and records adequate to determine participation and weekly set out rates by, volume of solid waste diverted from landfill or incinerator by percent, weight by material of items recovered, neighborhoods above and below average participation and any other information required by Pinellas County or the State of Florida. Contractor shall furnish all information and records necessary for the City to comply with all legal obligations relating to its waste management.

This shall specifically include but not be limited to any additional reporting required to meet the July 1, 2010 composting requirements as well as other changes to Chapter 403 that become effective during the term of the franchise.

**SECTION 10. Compliance with Laws, Obtaining Licenses.**

The Contractor shall agree to abide by all applicable Federal, State, County and City laws and regulations. The Contractor and his surety will agree to indemnify and save harmless the City, all of its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations by the Contractor, his agents or employees. Contractor, at its sole expense shall maintain throughout the term of this agreement all permits, licenses, registration fees and approvals necessary or required for contractor to perform the work and services described herein.

**SECTION 11. Insurance and Liability.**

**A. Worker's Compensation:**

The Contractor shall procure and shall maintain during the term of the contract worker's compensation insurance for all of its employees who engage in work pursuant to this agreement. In the event any work is sublet, the Contractor shall require the subcontractor to provide Worker's Compensation Insurance for all of the latter's employees who are engaged in such work, unless such employees are covered by the protection afforded the Contractor's Worker's Compensation Insurance. In case any class of employees engaged in work under this agreement, is for any reason not protected under the worker's compensation statute, the Contractor shall provide employer's liability insurance for the protection of such individuals, not otherwise protected.

Coverage A: Worker's Compensation - statutory

Coverage B: Employer's Liability - \$100,000.00

**B. Liability:**

The Contractor shall procure and maintain and require any subcontractor to procure and

maintain during the term of the contract, a Comprehensive General Liability Policy, including at a minimum:

Independent Contractor's Liability  
Contractual Liability  
Broad Form Property Damage Liability  
Personal Injury Liability

The minimum primary limits shall be \$500,000. Bodily Injury Liability and \$250,000.00 Property Damage Liability, or \$500,000.00 Single Limit Liability, or higher limits if required by the excess liability insurer.

**C. Automobile Liability:**

The contractor shall procure and maintain and require any subcontractors to procure and maintain during the term of this agreement, Automobile Liability insurance covering all owned, leased, hired and non-owned automobiles used in connection with this agreement.

The minimum primary limits shall be \$500,000.00 Bodily Injury Liability and \$250,000.00 Property Damage Liability, or \$500,000.00 single limit liability, or higher limits if required by the excess liability insurer.

**D. Excess Liability (Umbrella)**

The Contractor shall procure and maintain during the term of this agreement an Excess or umbrella liability policy covering all exposures required under primary coverage in the minimum amount of \$1,000,000.00.

**E. City as Named Insured.**

Each policy shall list the City of South Pasadena its commission members, officers and employees as additional insured parties.

**F. Proof of Insurance.**

The Contractor shall furnish to the Director of Finance prior to starting work under this agreement, satisfactory proof of the insurance required with a company satisfactory to the City. The Best Insurance Guide rating of the insurance company shall also be provided to the City. To be acceptable to the City, each insurance certificate shall contain a clause similar to the one that follows:

"Should any of the above described policies be cancelled or undergo material change before the expiration date, the issuing insurance company will mail thirty (30) days before the date of expiration or change, a notice to the Commissioner of Public Works of the City of South Pasadena."

**SECTION 12. Equipment.**

**A. TYPE:** The Contractor shall use only vehicles with bodies that are water-tight.

**B. AMOUNT:** The Contractor shall provide sufficient equipment in proper operating condition so that regular schedules and routes of collection can be maintained. In addition Contractor shall supply a recycling container that serves for in house storage and for curb placement for each single family property and each duplex unit within the City.

**C. CONDITION:** Equipment (trucks and mechanical containers) shall be maintained in a reasonable, safe working condition, and shall be painted uniformly with the name of the Contractor. The Contractor's business telephone number and the vehicle number are to be painted on both sides of each vehicle. All vehicles shall be numbered and a record kept of the vehicle to which each number is assigned.

### **SECTION 13. Character of Personnel.**

The supervision of collection shall be conducted by competent, qualified and sober personnel, and the Contractor shall agree to provide sufficient personnel, time and attention to the directing of sanitation services so as to insure performance satisfactory to the City and the customers. The Contractor shall not allow incompetent, drunk, dishonest or discourteous employees, nor those persons under the influence of alcohol or any other controlled or other illegal substances to work in the City.

### **SECTION 14. Default or Breach of Franchise Agreement.**

**A. CITY NOT LIABLE FOR DELAYS:** The City shall not be liable or responsible to the Contractor or to any other persons due to any stoppage or delay in the collection services by injunction or other legal proceedings brought against the Contractor, or from or due to any delay from any cause over which the City has no control. Further, the Contractor shall hold harmless and indemnify the City from any claims arising from this section.

**B. BREACH OF CONTRACT:** It will be the responsibility of the Director of Public Works or his designated employees to observe the collection services provided by the Contractor. If, in the opinion of the Director of Public Works there has been a breach of the agreement, then the Director of Public Works will so notify the Contractor in writing, specifying the manner in which there has been a breach of contract. If, within a period of seven (7) working days, the Contractor has not eliminated the conditions considered to be a breach of contract, then the Director of Public Works will so notify the City Commission, and a hearing will be set for the next available Regular Commission meeting. The Commission will hear testimony from the Contractor and the City representatives, and will make a determination as to whether or not there has been a breach of the agreement, and will direct what further action should be taken by the City including but not limited to cancellation of franchise.

Upon such cancellation of the Franchise, the City may, without obligation to it of any further compensation to the Contractor, take over the work and service for the unexpired term of the Franchise, or may enter into agreements with others for the work and services performed by the Contractor. Such cancellation of the agreement shall not relieve the Contractor or its surety of liability for failure to faithfully perform this agreement, and in case of expense incurred by the City in performing, or causing to be performed, the work and services provided for in this agreement, shall exceed the sum which would have been

payable under the Franchise, or if the City sustained any other damages by reason of the Contractor's breach or nonperformance of this Franchise, then the Contractor (and its surety to the extent of its obligation under the performance bond) shall be liable to the City for all such damages, including court costs and a reasonable attorney's fee. Any attorney's fee shall be applicable through any appellate proceedings.

**C. PARTIAL CANCELLATION:** At the option of the City, a default under the solid waste portion of this agreement shall also constitute a default under the recycling portion of this agreement, and a default under the recycling portion shall also constitute a default under the solid waste portion. The City shall determine in its own best interest whether to cancel only the solid waste portion, only the re-cycling portion or both in the event of a default.

**D. TERMINATION OF FRANCHISE:** The City shall, at its sole discretion, have the right to terminate this franchise agreement without cause upon one hundred eighty (180) days written notice to the Contractor.

### **SECTION 15. Performance Bond.**

The Contractor shall provide to the City a surety bond or performance bond, issued by a surety licensed to do business in Florida, in the amount of \$200,000 which bond shall be in the form of a cash bond, letter of credit or surety bond executed by the Contractor and a licensed to do business in Florida surety, wherein the Contractor and its surety covenant and guarantee that the Contractor will faithfully and fully perform all services, duties and obligations it has covenanted to do and perform under this contract, in strict accord with the terms and conditions herein.

### **SECTION 16. Special Materials.**

**A.** Highly flammable or explosive materials, toxic industrial waste and Hazardous Wastes as defined by Federal and State law, shall be collected and disposed of as directed by the Pinellas County Health Department. The Contractor shall not be obligated to collect such materials.

**B.** Special Waste, as defined in F.S. 403.703 (32) shall not be collected by Contractor unless Contractor and Customer shall have entered into a Special Waste Agreement agreeable to Customer and Contractor. Contractor may charge a reasonable surcharge for handling special waste. Contractor shall be responsible for billing to and collecting from Customer.

**C.** Contractor agrees that upon request it will promptly cause to be removed from the homes or streets of the Municipality dead animals, i.e., dogs, cats, skunks and the like; small animals such as mice and rats must be disposed of through the regular solid waste service by placing the same in the cans for collection, at no cost to the City or consumer.

### **SECTION 17. Rate changes.**

Rate changes may occur in accordance with the terms and conditions set forth in the Contractor's proposal found in Exhibit "A", if applicable.

## **SECTION 18. Option.**

The City and the Contractor hereby agree that the City shall have the option of renewing this Agreement for an additional five (5) years from the expiration of the Agreement. The City shall notify the Contractor in writing of their intent to exercise said option ninety (90) days prior to the expiration of this Agreement. The terms and rates for the option shall be determined in the identical manner that the rates are determined for the first five (5) years of this Agreement.

## **SECTION 19. Neighboring Areas.**

At such time as the City annexes additional areas, Solid Waste and Recyclable Collection services shall be extended into such areas under the terms and conditions of this Agreement. In the event the City enters into an interlocal agreement with the City of St. Pete Beach to provide garbage service to that portion of Harbourside Condominium that is situated in St. Pete Beach services shall be extended into said area under the terms and conditions of this Agreement. In the event Contractor is granted a franchise in St. Pete Beach for any period of time that overlaps the term of this franchise pick-ups at Harbourside Condominium Contractor shall coordinated pick-ups to ensure that trucks pick up from the entire complex on same schedule.

## **SECTION 20. Missed Pick-Up.**

In case of a missed pick-up reported by the City or by a customer, Contractor shall collect the solid waste, or re-recyclable materials within 24 hours of notification. Repeated missed pick-ups shall constitute a breach of this agreement.

## **SECTION 21. Independent Contractor.**

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City, and no such person shall be entitled to any benefit granted to employees of the City.

## **SECTION 22. Non- Assignment.**

Neither Contractor nor City shall assign, transfer, convey or otherwise hypothecate this agreement or its rights, duties or obligations hereunder or any part thereof without the prior written consent of the other. This shall not apply to contracts for disaster clean-ups.

## **SECTION 23. Operation During Dispute**

In the event South Pasadena has not cancelled the Contract in accordance with the terms provided for herein and there remains a dispute between the Contractor and South Pasadena, the Contractor agrees to continue to operate and perform under the terms of

this Contract while said dispute is pending, and agrees that in the event a suit is filed for injunction or other relief to continue to operate the system until the final adjudication of such suit by the court.

**SECTION 24. Disposal Of Refuse**

South Pasadena shall not be responsible for disposal fees charged by the county or other disposal operator for the Contractor to use the facility. The Contractor shall be responsible for disposing of any and all collected Garbage, waste, street sweepings and/or any other collected materials in accordance with state and federal statutes and/or regulations and agrees to accept all liability for any remedial activities or fines which may arise from the unlawful disposal of waste.

**SECTION 25. No Waiver Of Sovereign Immunity/Limits Of Liability**

Nothing herein is intended to act as a waiver of South Pasadena's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

**SECTION 26. City Held Harmless From Injuries, Damages And Certain Other Acts Of The Contractor**

The Contractor and his surety hereby expressly bind themselves to indemnify and hold South Pasadena, its elected officials and officers, representatives, agents and employees harmless from all suits or actions of every name and description brought against South Pasadena for or on account of any injuries or damages received or sustained by any party or parties from the acts, omissions or negligence of said Contractor or his servants or agents, including subcontractors engaged in doing the work herein contracted for, or by, or in consequence of any negligence in guarding against same, or in any improper materials or equipment used in its performance, or by or on account of any act or omission of the said Contractor, or on account of any claims or amounts arising or recovered under the Workmen's Compensation Laws. In case there is any money due to the Contractor, so much of the money due the said Contractor as the Contract Administrator shall deem necessary to protect South Pasadena, may be retained by South Pasadena until such suit or suits, action or actions, claim or claims, injuries, damages as aforesaid, shall have been settled and suitable evidence to that effect has been furnished to the Contract Administrator.

**SECTION 27. Notices.**

All notices required or contemplated by this agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

To City:                   Commissioner of Public Works  
                                  City of South Pasadena  
                                  7047 Sunset Drive  
                                  South Pasadena, FL 33707



To Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 28. Waiver.**

A waiver of any breach of any provision of this agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

**SECTION 29. Law to Govern.**

This agreement is entered into and is to be performed in the State of Florida. City and Contractor agree that the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this agreement.

**SECTION 30. Titles of Sections.**

Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.

**SECTION 31. Amendment.**

South Pasadena shall have the right to amend this Contract from time to time as necessary to comply with federal, state and local laws and regulations, as amended from time to time. Such amendments shall take effect within thirty (30) Calendar Days of the Contractor's receipt of the written amended Contract. Amendments which are consistent with the purpose of this Contract may be made with the mutual consent, in writing, of the parties in accordance with South Pasadena Charter and other applicable laws and ordinances.

**SECTION 32. Severability**

If any article or section of this Contract or of any supplements or riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**SECTION 33. Entirety.**

This agreement and any exhibits attached hereto contain the entire agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and their seals, each representing that they are duly authorized to bind their respective parties:

CITY OF SOUTH PASADENA

BY: \_\_\_\_\_  
MAX V. ELSON, MAYOR

ATTEST:

\_\_\_\_\_  
CARLEY LEWIS, CITY CLERK

CONTRACTOR

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_