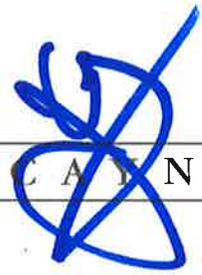




# VILLAGE OF KEY BISCAIYNE

Office of the Village Manager



*Village Council*  
Mayra P. Lindsay, *Mayor*  
Franklin H. Caplan, *Vice Mayor*  
Luis F. de La Cruz  
Theodore Holloway  
Michael E. Kelly  
Edward London  
James Taintor

## MEMORANDUM

*Village Manager*  
John C. Gilbert

DATE: April 14, 2015  
TO: Honorable Mayor and Council Members  
FROM: John C. Gilbert, Village Manager  
RE: Collection, Transportation and Disposal of Solid Waste and Recycling Services Request for Proposals

### RECOMMENDATION

It is recommended that the Village Council authorize the Village Manager to issue the enclosed Solid Waste and Recycling Services Request for Proposals (RFP).

### BACKGROUND

The Village is under Contract with Progressive Solutions, Inc. (former Choice) until September 30, 2015.

Should the Council approve the issuance of the attached Solid Waste and Recycling Services RFP, it will be issued on April 17, 2015 and responses will be opened on May 19, 2015. The proposals will then be evaluated with a recommendation to the Village Manager. The final selection will be made by the Village Council. The selection process is set forth in Section V "Proposal Evaluation Criteria and Selection/Award Process" in the RFP.

**VILLAGE OF KEY BISCAYNE**  
**REQUEST FOR PROPOSALS (RFP)**



**RFP No. PW-2015-1**

**COLLECTION, TRANSPORTATION AND  
DISPOSAL OF SOLID WASTE AND RECYCLING SERVICES  
FOR RESIDENTIAL AREAS OF THE VILLAGE OF KEY  
BISCAYNE, FLORIDA**

**ISSUE DATE: April 17, 2015**

**PROPOSAL OPENING DATE: May 19, 2015**

**PROPOSAL OPENING TIME: 2:00 P.M.**



## ADVERTISEMENT FOR REQUEST FOR PROPOSALS (RFP)

### VILLAGE OF KEY BISCAYNE

The Village of Key Biscayne will receive sealed proposals until 2:00 p.m. on May 19, 2015 at the Village Clerk's office, Village of Key Biscayne Village Hall, 88 W. McIntyre Street, Suite 220, Key Biscayne, Florida 33149, at which time they will be opened publicly for the following service:

### **COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE AND RECYCLING SERVICES FOR RESIDENTIAL AREAS**

The Village will accept proposals from qualified Prospective Contractors for the collection, transportation, and disposal of residential solid waste, garbage, yard trash, recyclable materials, bulk trash, and white goods ("Proposals").

Interested Contractors may obtain a full information package (Proposal Package) through the Onvia DemandStar portal or in person from the Village Clerk's office for a fee of \$35.00 per set, payable by cash or check, on or after April 17, 2015. Make checks payable to Village of Key Biscayne. Copies of the Proposal Package are non-returnable and non-refundable. Proposal Packages will **not** be mailed, shipped or available online.

All proposals shall be submitted in accordance with the requirements of this RFP and the Specifications. Prospective Contractors shall be required to submit, with their Proposal, a copy of all appropriate permit(s) and/or license(s) issued by Miami-Dade County and applicable governmental agencies, including Miami-Dade County Hauling Permit/License, authorizing the Contractor to perform the proposed Services. The Village reserves the right to select the Proposal that is most advantageous and best serves the needs of the Village and that meets health, safety, and welfare requirements, as determined by the Village. The Village reserves the right to waive any informality in any Proposal, and the Village Manager may reject any or all proposals.

The Successful Prospective Contractor shall be required to execute an Agreement with the Village consistent with its Proposal and with any additional terms that may be agreed upon as conditions for selection. A Performance Bond for the full amount of the first year of the Term of the Agreement shall be required to assure the Contractor's performance.

A **mandatory** pre-proposal conference will be held at the Village of Key Biscayne, Village Hall, Building, Zoning and Planning Department, Conference Room (Suite 250) at **11:00 a.m.** local time on April 28, 2015. Attendance at this conference is part of the qualification process in order to submit a proposal in response to this RFP.

Any or all questions or requests for interpretations or clarifications pertaining to the RFP must be directed via email to Mariana Dominguez-Hardie, Sr. Executive Assistant to the Director of Building, Zoning, Planning and Public Works, at [mdominguez@keybiscayne.fl.gov](mailto:mdominguez@keybiscayne.fl.gov) by May 5, 2015.

All notices and any addenda issued by the Village with respect to the Bid will be sent via e-mail to those who purchase a paper copy and register in the Village Clerk's office. Bidders that obtain a copy of the RFP Documents through DemandStar and are not registered in the Village Clerk' office are responsible of obtaining all notices and any addenda issued directly from the DemandStar portal.

Conchita H. Alvarez, MMC  
Village Clerk

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<b>I</b>	<b>Contractor Qualification Form</b>
<b>II-A</b>	<b>Prospective Contractor Warranties and Representations</b>
<b>II-B</b>	<b>Section 287-133(3) Statement</b>
<b>II-C</b>	<b>Drug Free Workplace Certification</b>
<b>III-A</b>	<b>Example Newsletter – Color Coded Map of Key Biscayne and Collection Schedule</b>
<b>III-B</b>	<b>Village of Key Biscayne Map</b>
<b>IV-A</b>	<b>Proposed Schedule of Prices</b>
<b>V-A</b>	<b>Addenda Acknowledgment</b>
<b>VI</b>	<b>Agreement</b>

## SECTION I

### GENERAL INFORMATION

A. Legislative Authority

The RFP for the performance of the Services being requested hereunder has been deemed to be consistent with Chapter 15, Miami-Dade County Code.

B. Proposal Submission Date

Sealed Proposals from Prospective Contractors qualified to provide solid waste and recycling services for the Village of Key Biscayne will be received by the Village Clerk, by 2:00 p.m. on May 19, 2015, at the Village Hall, 88 West McIntyre Street (Suite 220), Key Biscayne, Florida 33149.

C. Proposal Package Content

Compliance with the RFP is mandatory as a condition for participation. Failure or unwillingness by Prospective Contractors to comply with any of the requirements of the RFP as set forth in this RFP, or failure to supply all of the information requested herein shall constitute singly or severally, a sufficient basis for the Village to disqualify the Prospective Contractor's response to the RFP from consideration by the Village.

This Proposal Package has been organized to provide guidance and facilitate a response to the RFP. As such, it contains information concerning the following subjects:

- SECTION I            General Information
- SECTION II        Prospective Contractor Qualifications and Submission Requirements Related to the Qualification of Prospective Contractors
- SECTION III       Description and Specifications for the Required Services
- SECTION IV       Proposal Submission and Pricing Requirements
- SECTION V        Proposal Evaluation Criteria; Selection/Award Process
- ATTACHMENTS

D. Agreement with Village of Key Biscayne

The successful Prospective Contractor shall execute an Agreement for Collection, Transportation and Disposal of Solid Waste and Recycling Services (the "Agreement") with the Village incorporating the requirements, terms and conditions of the RFP substantially in the form of Agreement included as Attachment VI. The Village reserves the right to modify the requirements, terms and conditions of the Agreement.

The only changes or deviations from the RFP shall be those that may result from final negotiations with the selected Contractor, unanticipated force majeure situations or matters that must be addressed to insure compliance with legislative or legal requirements.

The Agreement shall be for an initial term of five (5) years, with renewal options for two (2) additional consecutive renewal terms of two (2) years each, subject to the same terms and conditions.

The renewal options shall be automatic, unless the Village provides written notice to the Contractor of non-renewal, no less than 90 days prior to the end of the initial five (5) year term or 90 days prior to the end of the first two (2) year renewal term.

The RFP does not represent the actual Agreement to be executed between the parties.

The Agreement shall incorporate the RFP by reference and the Proposal selected by the Village.

In the event conflicting information, terms, or any items regarding the rights or responsibilities of the parties appear between the RFP, Proposal and the Agreement, the Agreement shall prevail.

E. Pre-Proposal Conference

All Prospective Contractors shall attend a mandatory pre-proposal conference as part of the Prospective Contractor qualification process. The pre-proposal conference will be held at the Village of Key Biscayne, Village Hall, Building and Zoning Conference Room (Suite 250), at 11:00 a.m. on April 28, 2015.

F. Time Schedule

Preliminary time schedule for RFP process and selection and contract approval:	
Advertisement of Public Notice:	April 17, 2015
Pre-proposal conference:	April 28, 2015
Deadline for receipt of Questions/Clarifications	May 5, 2015
Deadline for receipt of sealed Proposals:	May 19, 2015
Review, evaluation and identification of best proposal	May 20-29, 2015
Village Manager Recommendation to Village Council and Resolution Authorizing Execution of Agreement:	June 9, 2015
Start date of Service	October 1, 2015

The above schedule is preliminary and shall remain subject to change at the discretion of the Village Manager. All Prospective Contractors who purchase a paper copy and register in the Village Clerk's office will be advised in writing of any changes in the Schedule.

Prospective Contractors that obtain a copy of the RFP Documents through DemandStar are solely responsible for registering with the Village and obtaining receipt of all notices and any addenda issued pursuant to this RFP from the DemandStar portal or from the Village.

#### Expense of Proposal

All expenses involved in the preparation and submission of Proposals to the Village shall be borne by the Prospective Contractor.

#### G. Bid Security; Irrevocable Offer

Any Proposal submitted in response to the RFP shall be secured with a Bid Security in an amount equal to 10% of the proposed Agreement price offered for the first year of the term of operations, as security for the faithful execution of an agreement with the Village in the event of award by the Village. Bid Security may be furnished on the form of a cashier's or certified check payable to the order of the Village of Key Biscayne or Bid Bond issued by a surety acceptable to and meeting the qualifications of the Village. Said check or Bid Bond shall accompany the Proposal and shall be in an amount equal to 10% of the proposed Agreement price offered for the first year of the term of operations. The Bid Security will be held by the Village in escrow until the Village Council passes the Resolution selecting the Proposer and authorizing execution of the Agreement with the Successful Prospective Contractor, except that the selected Contractor's deposit shall be held until the Agreement is signed. A Proposal may be withdrawn prior to the day or deadline for submission of proposals. Any Proposal not so withdrawn shall constitute an irrevocable offer deemed valid for a period of one hundred and twenty (120) days.

#### I. Collusion

In responding to the RFP, Prospective Contractors shall certify that they have not divulged to, discussed with or compared their respective proposals with any other Prospective Contractor submitting Proposals or any other parties whatsoever. Prospective Contractors agree to certify, and in the case of a joint Proposal each party thereto shall certify, as follows in connection with their Proposal:

1. Any prices or cost data submitted and any matter relating to the prices or cost data has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other Prospective Contractor or with any competitor;
2. Any prices or cost data quoted in the Proposal has not been knowingly disclosed and will not be knowingly disclosed by the Prospective Contractor prior to the scheduled Proposal opening, either directly or indirectly, to any other Prospective Contractor or to any competitor;
3. No attempt has been made or will be made by the Prospective Contractor to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition;

4. The only person(s) interested in the RFP as principal(s) is (are) named in the Proposal, and no person other than those mentioned, has any interest in the Proposal or in the Agreement to be entered into or in any brokerage or contingent fee arrangements.

J. Legal Requirements

Prospective Contractors are required to comply with all provisions of Federal, State, County, and local laws, ordinances, rules, and regulations that are applicable to the Services being offered in this RFP. Lack of knowledge of the Prospective Contractor shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

K. Non Assignment

Prospective Contractors shall not assign, transfer, convey or otherwise hypothecate any interest, rights, duties or obligations they will have in connection with their Proposal, the Services provided, nor any rights and obligations that they will acquire under the Agreement to be awarded, without the prior written consent of the Village. The Village may, at its option, disqualify the Contractor or, as the case may be, terminate the Agreement immediately upon notice of such unauthorized assignment or transfer by the Contractor.

L. Non Discrimination

Prospective Contractors shall not discriminate against any employee or applicant for employment with respect to hiring, tenure, terms, conditions or privileges of the employment or any matter directly or indirectly related to employment because of age, sex or physical handicap (except where based on bona fide occupational qualifications) or because of race, color, religion, national origin, ancestry or sexual orientation.

M. Rights and Options Reserved by the Village of Key Biscayne

The Village reserves the exclusive rights and options to:

1. Waive any deficiency or irregularity in proposals and/or in the evaluation and selection process;
2. Accept or reject any or all qualifications statements in part or in whole;
3. Request additional information as appropriate, from Prospective Contractors;
4. Reject any or all proposals submitted, if found by the Village Council not to be in the best interest of the Village;
5. Cancel, discontinue or re-advertise the RFP for Solid Waste, Bulk Waste, and Recycling Collection Services, or continue the existing solid waste agreement.

By submitting a Proposal for the Services, each Prospective Contractor acknowledges and agrees that no enforceable Agreement arises until the Village approves and executes the Agreement, that no action shall lie to require the Village to sign such Agreement at any time, and that each Prospective Contractor waives all claims to damages, lost profits, costs, expenses, reasonable attorneys' fees, etc., as a result of the Village not approving or entering into the Agreement.

N. Questions

Requests for questions and clarifications regarding the RFP shall be submitted in writing to Mariana Dominguez-Hardie, Sr. Executive Assistant to the Director of Building, Zoning, Planning and Public Works, via e-mail at [mdominguez@keybiscayne.fl.gov](mailto:mdominguez@keybiscayne.fl.gov). no later than May 5, 2015.

Interpretations or clarifications considered necessary in response to such questions will be issued by means of addenda, sent electronically via e-mail to those who purchase a paper copy and register in the Village Clerk's office. Bidders that obtain a copy of the RFP Documents through DemandStar are responsible of obtaining all notices and any addenda issued directly from the DemandStar portal. Any questions or requests for clarifications received after such date will not be considered or replied to by the Village. Only questions answered by written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

O. Addenda

The Village reserves the right to issue addenda. Each Prospective Contractor shall acknowledge receipt of such addenda. In the event any Prospective Contractor fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. Each Prospective Contractor must verify that he/she has received all addenda issued before submitting its Proposal to the Village.

P. Public Records

All Proposals and any material submitted in response to this RFP shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Prospective Contractors must claim any applicable exemption(s) to disclosure provided by law in their response to the RFP by identifying materials to be protected and the statutory or legal authority for such exemption, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

Q. Facilities

The Village reserves the right to inspect each Prospective Contractor's facilities and equipment at any reasonable time, during normal working hours, without prior notice to determine that the Prospective Contractor has a bona fide place of business, has adequate equipment to perform the Services and is a responsible Prospective Contractor.

R. Understanding RFP Documents

By submitting a Proposal, the Prospective Contractor acknowledges that they have read and

understand the RFP, all requirements for the Services to be provided, and fully and voluntarily accept all terms and conditions set forth in this RFP.

## SECTION II.

### PROSPECTIVE CONTRACTOR QUALIFICATIONS AND SUBMISSION REQUIREMENTS RELATED TO THE QUALIFICATION OF PROSPECTIVE CONTRACTORS

Prospective Contractor qualifications and related submission requirements address the following three areas or minimum requirements:

- Technical qualifications of Prospective Contractors, including experience and capacity to perform the Services as required by this RFP and Agreement and as specified in the Proposal.
- Absence of Criminal History and related disclosures.
- Financial Qualifications of Prospective Contractor.

#### A. Technical Qualifications

The Village is seeking Proposals from Prospective Contractors and businesses that can demonstrate their ability and expertise to provide the Services described in the RFP.

Prospective Contractors shall be required to submit with their Proposals a copy of all appropriate and required permit(s) and license(s) issued by Miami-Dade County and applicable governmental agencies, including Miami-Dade County Hauling Permit/License, and Local Business Tax Receipt from the Village, which authorize the Prospective Contractor to perform the proposed Services. Prospective Contractors shall furnish evidence of proper permits(s) and license(s) and the continued ability to secure any and all permits and approvals as required by government regulations.

Prospective Contractors are required to have experience and a proven record in solid waste management, including collection, transportation, disposal and recycling services. Each Prospective Contractor shall have a minimum of five (5) years of continuous experience within the past seven (7) years in solid waste management, including collection, transportation, and disposal and recycling services, for at least one (1) municipality with at least 3,000 residential units. To this end, Prospective Contractors are required to provide a record of prior experience(s), including the name(s) of at least three (3) prior or current client or governmental entities, scope of work, time frame of when services were or are being rendered, and references regarding quality of performance.

Prospective Contractors shall describe experience relevant to the Services by providing a reference list of governmental, institutional or private entities having contracted or currently contracting with the Prospective Contractor for similar projects, including the following information:

- Title and brief description of each project or Services provided;
- Client and a contact name, address, and telephone number;
- Start date and duration of project or Services provided;
- Nature of work or services involved (including number of customers);

- Total quality and quantity of solid waste handled;
- Total cost for Services;
- Degree of implementation accomplished;
- The use of any green fleet vehicles utilized in providing the Services;
- The use of any Green initiatives implemented or utilized in the performance of the Services.

B. Staffing/Personnel.

Prospective Contractors must demonstrate adequate levels of staffing and personnel and significant staff expertise in effectively operating and managing a Solid Waste, Bulk Waste, and Recycling Collection contract. Prospective Contractors shall submit the resumes of all key or supervisory personnel who will be involved in any aspect of performance of the Services under the Agreement.

Prospective Contractors must also agree to provide a supervisor who will be accessible to the Village at all times. The Prospective Contractor must provide a resume and profile of the individual who will fill this position, describe his/her qualifications, and describe the method by which accessibility will be achieved (e.g., cell phone).

The Prospective Contractor must provide an organizational chart of the company, and an organizational chart for the local service area. Prospective Contractors are also expected to submit a complete description of how this organizational structure will be supplemented or modified if the Proposal is selected.

C. Available Resources

Prospective Contractors shall provide a list of facilities, equipment (including equipment age, and any green fleet vehicles to be used), and personnel available to perform the Services, including demonstrating the Prospective Contractor's ability to acquire the necessary equipment or assets to perform the Services as proposed. In addition, Prospective Contractors shall provide an explanation on how this equipment will be used in the Village, including the use and implementation of green fleet vehicles, if any. Also, Prospective Contractors must identify how this equipment will be sufficient to handle the Prospective Contractor's total workload. The Village may disqualify any Prospective Contractor it concludes does not possess the acceptable resources referred to above.

D. Criminal History and Disclosures

The Village is seeking Proposals from firms, individuals, and individuals within firms submitting Proposals that have maintained a record free from criminal or other prejudicial activities. To this end, Contractors shall provide a Section 287.133(3)(a), Statement in the form included as Attachment II-B, as well as such other information which may be requested by the Village regarding this issue.

E. Financial Qualifications

The financial strength and capability of each Prospective Contractor is an important element for the Village and one that figures prominently in the evaluation of Proposals. Prospective Contractors must submit the following:

- **Financial Statements**

Prospective Contractors shall submit financial statements to be analyzed by the Village as part of the qualification process. Such statements and any related information such as credit standing, credit history, cash position (i.e., liquidity), and long term debt shall be audited if possible or, at a minimum, shall include a compilation of financial information prepared by a Certified Public Accountant.

- **Subsidiaries**

Individuals as well as corporate or other business entities and/or their subsidiaries may submit a Proposal. In the event the Village deems the financial qualifications or capacity of the Prospective Contractor to perform the Services to be inadequate or in cases where the Proposed Contractor is a subsidiary of a stronger financially endowed parent entity, the full faith and credit of the parent entity shall be pledged.

- **Performance Bond**

Contractor shall provide a performance bond, renewable annually, in the amount of the price per year of the Term of the Agreement. Prospective Contractors shall provide with its proposal reasonable assurance, such as a commitment letter or similar document from a surety company, in form acceptable to the Village, demonstrating that the requirements in the RFP with respect to performance bonding can and shall be satisfied.

### **Insurance and Indemnification**

Prospective Contractors shall be required to indemnify and hold harmless the Village, and provide reasonable assurances, as acceptable to the Village, such as a letter of intent or the like from qualified insurers that the insurance requirements specified below can be satisfied.

The successful Prospective Contractor shall indemnify and hold harmless the Village, its agents, and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the Contractor's performance or non-performance of the Services or the Agreement, and from all actions of Contractor's employees, agents and personnel in the course of carrying out the Services or any business related to the Agreement.

Contractor shall secure and maintain throughout the duration of the Agreement insurance of such types and in such amounts not less than those specified herein as satisfactory to Village, naming the Village as an Additional Insured, underwritten by an insurance company rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as

additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section and may be increased by the Village as it deems necessary or prudent.

- (a) Commercial General Liability coverage with limits of liability of not less than a \$10,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Premises and/or Operations, and Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the minimum amount of \$10,000,000 each.
- (b) Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to the Agreement who is not covered by Worker's Compensation insurance.
- (c) Business Automobile Liability with minimum limits of \$10,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- (d) Pollution Liability Insurance with minimum limits of Ten Million Dollars (\$10,000,000) per Occurrence, to include transportation and vehicles, on and off-site liabilities, clean-up costs, bodily injury and property damage, and disposal sites.
- (e) **Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured, no later than ten (10) days after award of this Agreement and prior to the execution of the Agreement by the Village and prior to commencing any Services. Each certificate shall include no less than (30) thirty-day advance written notice to the Village prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of the Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to the Agreement and shall state that such insurance is as required by the Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion

of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

- (f) **Additional Insured.** The Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Contractor in performance of the Agreement. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- (g) **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- (h) The provisions of this section shall survive termination of the Agreement.

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**SECTION III.**  
**REQUIRED SERVICES**  
**DESCRIPTION AND SPECIFICATIONS**

A. **Background**

The Village of Key Biscayne is a Municipal Corporation of the State of Florida, Miami-Dade County, encompassing about 1.25 square miles.

The total population approximates 12,832. The population is housed in approximately 6,368 housing units, including approximately 1,300 single family dwellings, 5,563 multi-family condominium and cooperative apartments and 15 smaller scale multi-family apartments.

The hotels, commercial centers, and the larger scale mid and high-rise developments, including all condominiums, each manage the collection and disposal of solid waste under private arrangements that do not involve the Services to be provided herein or the Village except for regulatory purposes.

B. **Scope of Services and Geographic Scope**

The primary purpose of the RFP is to solicit proposals for the collection, transportation and disposal of solid waste and recycling services for all of the Village's single family homes/units and duplexes generally identified on the map of the Village included herewith as Attachment III-B. Contractor shall also be responsible for the collection, transportation and disposal of solid waste from Village government owned, occupied, or operated property and facilities, including, but not limited to the Village Hall, Village Fire Station, Village Police Station, Village Parks, and the Village Recreation Center ("Village Facilities"). Additional Village Facilities may be added to the Scope of Services during the Term of the Agreement, in the sole discretion of the Village and at no additional cost to the Village upon written notice to Contractor.

C. **Types of Waste**

The types of waste described in this RFP shall be defined as commonly understood in the municipal solid waste industry and may be further defined in the Agreement.

D. **Specifications of Services**

Garbage, solid waste, yard trash, recycling material, bulk trash, and white goods shall be collected from each residential customer. The following describes the Services contemplated by this RFP, although these services may be modified by the Village, in its sole discretion, subsequent to this RFP or in the Agreement.

**Included and Excluded Waste**

For the purpose of this RFP, the term "Services" or "Solid Waste Services" shall include the collection, transportation, and disposal of solid waste, bulk trash, white goods, yard trash, and garbage for residential customers and Village Facilities. These terms are defined as commonly understood in the municipal solid waste industry and may be further defined in the Agreement.

Excluded from Solid Waste Services are the collection, transportation, and disposal of Prohibited Waste, Special Waste, Hazardous Waste, Biohazardous Waste, and Construction Debris. These terms are defined as commonly used in the municipal solid waste industry and may be further defined in the Agreement.

### **Garbage and Yard Trash**

Garbage will be collected two (2) times per week. **Prospective Contractors will be asked to provide pricing in the Prospective Contractor's Proposal for such existing services, including:**

- Side yard pick-up; or
- Curbside pick-up.

Yard Trash will be collected once a week.

Prospective Contractors are also required to provide optional pricing in the Proposed Schedule of Prices (Attachment IV-A) as to automated curbside pickup.

Prospective Contractors shall also provide optional pricing in the Proposed Schedule of Prices (Attachment IV-A) for garbage containers to be provided by the Contractor, to each residential property at the request of the Village. The garbage container shall be "Miami-Dade" green, and shall be a wheeled metal or plastic receptacle, with a capacity of 60 to 65 gallons intended to be manually or mechanically dumped into a loader-packer type collection truck. Each garbage container shall be hot-stamped (or a decal may be provided in lieu thereof) with the Contractor's information and telephone number, the words: "Property of Village of Key Biscayne Solid Waste" and any other information as approved by the Village. Contractor shall purchase, assemble, store, distribute and replace, at its sole cost, one Village-approved garbage container to each residential property in the Village

### **Trash**

Contractor shall provide bulk trash curbside pickup, transportation and disposal service of unlimited bulk trash, including white goods, from each residential customer once per month. Contractor shall utilize a minimum of four (4) vehicles with a maximum capacity of 20 yards per vehicle. It is the Village's objective for the Contractor to utilize smaller vehicles in order to minimize the impact and disruption of roads and traffic within the Village. **Such services shall be priced by the Prospective Contractor in the Prospective Contractor's Proposal/Schedule of Pricing.**

Bulk trash shall be collected on the day(s) identified by the Village, and in keeping with the existing bulk trash collection schedule, as set forth in Attachment III-A.

Contractors shall be required to furnish in writing a bulk trash collection schedule for each year of the entire five (5) year term of the Agreement, and each renewal term thereafter, to the Village and/or each residential customer in a form suitable for easy periodic reference

by residential customers.

### **Recyclable Material**

Contractor shall provide recycling services to each residential customer and Village facilities once per week, on every Wednesday.

Contractor shall purchase, assemble, store, distribute and replace, at its sole cost, one Village-approved recycling container to each residential property in the Village. Each recycling container shall be hot-stamped with the type of material acceptable (or a decal may be provided in lieu thereof), Contractor's recycling information and telephone number, the words: "Property of Village of Key Biscayne Recycling Program" and any other information as approved by the Village. If requested by a residential customer, Contractor shall furnish a second recycling container, at no cost to the Village or residential customer.

Contractor shall purchase and furnish to the Village adequate recycling containers or one large recycling container for each of the Village Facilities, at its sole cost and expense, as directed by the Village.

A single-stream recycling container shall be provided by the Contractor for both newspaper and other commingled Recyclable Material, consisting of glass, plastic, and ferrous and aluminum cans. The recycling container shall be "Miami-Dade" blue, and shall be a wheeled metal or plastic receptacle, with a capacity of 60 to 65 gallons intended to be manually or mechanically dumped into a loader-packer type recycling truck.

Contractor shall develop its recycling routes. The recycling container shall be delivered to each residential property within a recycling route. The Contractor shall be responsible for counting the number of residential properties and shall provide to the Village a route map with the residential property count. This information shall serve as the initial count of residential properties in the program. During the distribution of the recycling containers, the Village has the option of accompanying the Contractor to verify the Contractor count.

Any new residential property which results from construction or occupancy of a residential property which was unoccupied during initial recycling container distribution or expansion of the Village Service Area shall receive one set of recycling containers from Contractor, at the Contractor's cost, and shall be included in the recycling program within 21 days of notice to Contractor by the Village.

Upon delivery of the initial set of recycling containers to a residential property, Contractor shall be solely responsible for replacement and distribution of recycling containers delivered to residential properties. Upon notification to Contractor by the Village or a customer that the residential property's recycling container has been stolen or that it has been damaged beyond repair, the Contractor shall deliver a replacement recycling container to each residential property within seven (7) work days. Each residential property shall be entitled to an unlimited number of replacements of lost, destroyed, or stolen recycling containers, at no cost to the Village or the residential property. The ownership of the containers purchased and distributed on behalf of the Village by

Contractor shall be the property of, and remain with, the Village.

Garbage containers shall be provided by each residential customer. In the event the Village requires uniform garbage containers for its residential customers, the successful Prospective Contractor shall assist the Village in the procurement of such containers, at the Village's sole cost.

### **Village Collections and Special Events**

Garbage, solid waste, yard trash, shall be collected from Village Facilities, at no additional charge to the Village three (5) times each week (Monday through Friday). Recycling material shall be collected from Village Facilities once (1) per week.

### **Village Special Events**

**4<sup>th</sup> of July Event** - Contractor shall supply the Village with a 40' roll-off container or equivalent for the 4<sup>th</sup> of July Event, to be delivered to a location to be designated by the Village, at no additional cost or charge.

**Lighthouse Run Event** - Contractor shall supply the Village with a 10' roll-off container or equivalent for the "Lighthouse Run" Event that takes place on the second Saturday in November, to be delivered to a location to be designated by the Village, at no additional cost or charge.

**Special Event Receptacles** – Contractor shall supply the Village with three hundred (300) corrugated receptacles, size 18 x 18 x 36" with a 50 gallon capacity, at no additional cost or charge.

#### **E. Time of Collection for all Properties (Residential Properties and Village Facilities)**

The time period during which collection is authorized by the Village shall begin no earlier than 7:00 a.m. and shall end no later than 4:00 p.m. Collection can occur only on Monday, Tuesday, Wednesday, Thursday or Friday. The Contractor must notify the Village when, due to man-made or natural disaster, collection will be delayed, prevented or altered. The Contractor will deduct the charge for the missed day(s) in the next billing.

Prospective Contractors shall furnish to the Village as part of their Proposal a schedule for all collections, specifying the days of the week for the various types of waste. The map in Attachment III-A indicates the current schedule. Prospective Contractors are to follow the current schedule.

The Contractor shall be responsible, at its cost and expense, for the transportation to, and disposal of, the garbage, solid waste, yard trash, white goods, and bulk waste collected at an approved Solid Waste Disposal Facility in compliance with all applicable laws and regulations.

#### **F. Quantity of Waste Generated, Quality and Scope**

The Agreement shall provide that the tonnage or the amount of waste to be collected, transported and disposed is unlimited.

For informational purposes, the waste tonnage collected from Key Biscayne Single Family Residential Areas based on current collection records was as follows:

2011	Solid Waste 2,220 tons	Recycling 795 tons	Bulk 2,614 tons
2012	Solid Waste 2,428 tons	Recycling 942 tons	Bulk 2,330 tons
2013	Solid Waste 2,111 tons	Recycling 914 tons	Bulk 1,339 tons

The Contractor shall furnish all necessary personnel, materials, equipment, labor, and facilities necessary to perform all Services as defined in the RFP and the Agreement.

The Contractor shall be responsible for the professional quality of Services performed and completion of work on a daily schedule. The Contractor shall, without additional compensation, correct or revise any errors, omissions or deficiencies in service.

All waste collected shall be collected, transported and disposed of in accordance with all Federal, State, and Local laws and regulations.

G. Supervision and Access

The Contractor shall, within ten days of execution of the Agreement with the Village, designate in writing to the Village Manager the person who shall be in charge of supervising operations (the "Supervisor"), as described in Section II(B) of this RFP. The Supervisor shall be available during work days and weekends, in the event of an emergency, and shall provide a home phone number, email address, and cellular telephone number to the Village Manager and appropriate Village staff. Additionally, the Supervisor shall be required to attend monthly meetings with the Village Manager or designee to discuss any issues relating to the delivery of Services by the Contractor.

Availability of communication by and between the Village and the Contractor shall be unencumbered 24 hours a day. For purposes of this availability, the Contractor shall be responsible for maintaining state-of-art communication technology capabilities.

H. Permits

The Contractor shall obtain and maintain current, all licenses, permits, and inspections required for performance of the Services under the Agreement and shall comply with all applicable laws, ordinances, and regulations mandated by Federal, State, and/or Local governments regarding the proper collection, transportation and disposal of Solid Waste.

I. Example Newsletter – Color Coded Map of Key Biscayne and Collection Schedule

The Contractor shall, at Contractor's sole cost, publish an annual Newsletter providing customers with a color coded map for the bulk trash schedule, collection schedule and information concerning a wide range of solid waste management topics designed to facilitate collection, transportation and disposal of solid waste and recycling services as well as to produce savings in the performance of the Services.

J. Emergency Preparedness Plan

Contractor shall within thirty days of execution of the Agreement submit to the Village a final Hurricane/Disaster Response Plan (“Emergency Plan”) detailing variations from the regular services and outlining its responsibilities as well as instructions to Residential Customers. Specifically, the Emergency Plan shall address the following: (1) instructions for Residential Customers; (2) modified pick-up schedules; (3) pruning and trimming of vegetation; (4) bulky waste; and equipment management. In the case of a hurricane, the Emergency Plan shall cover all phases of the emergency from warning, through the various aspects of public/private response, and ending with the recovery phase of the emergency. The Emergency Plan shall apply not only to hurricanes but to all events declared emergencies by the Village. In case of severe weather or an emergency which may create a danger to Contractor’s employees or the public, the Village Manager may grant Contractor the right temporarily to vary from the regular schedule.

As soon as practical after severe weather or an emergency, Contractor shall advise the Village Manager and residential customers of the estimated time required before regular schedules can be resumed.

K. Transition Plan

Prospective Contractors shall provide a detailed description of how Services will be transitioned and initiated under the Agreement. Ensuring a smooth, seamless transition is of critical importance to the Village.

L. Customer Service Plan

Prospective Contractor shall provide with their proposal a customer service plan, detailing how Contractor will handle and respond to customer service issues, including complaints, response time, and notification to Village. The Customer Service Plan should also provide for addressing complaints received by the Village on behalf of residential customers, and require Contractor to respond to the Village and the residential customer.

M. Corporate Goodwill

Prospective Contractor shall provide a detailed statement of the benefits that the Prospective Contractor will bring, above and beyond the requirements in the Agreement, to the community in terms of improving the quality of life in the Village.

N. Litigation History

Prospective Contractors must provide a summary of any litigation or arbitration that the Prospective Contractor, its parent company, or its Subsidiaries have been engaged in during the past three (3) years against or involving: (1) any public entity for any amount; or (2) any private entity where the amount of the claim is One Hundred Thousand Dollars (\$100,000.00) or more. The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Village may disqualify any Prospective Contractor it determines to be excessively litigious.

O. Employee/Resident Safety Plan

Prospective Contractors shall provide with their proposal an Employee/Resident Safety Plan detailed overview of their approach to ensuring both the safety of their own employees as well as Village residents and the general public.

P. Services to Multi-Family and Commercial Properties within the Village.

Although not included within the Scope of Services for this RFP, if requested by multi-family and/or commercial property owners, Contractors shall provide an estimate or quotation for collection, disposal and recycling services for such properties. Collection and recycling services may be provided by Contractor pursuant to a private agreement with the multi-family or commercial property owner.

## SECTION IV.

### PROPOSAL SUBMISSION AND PRICING REQUIREMENTS

#### A. Mailing Instructions and Submission Deadline

Sealed Proposals shall be received and time stamped by the Village Clerk no later than 2:00 p.m. local time on May 19, 2015, at 88 West McIntyre Street, (Suite 220), Key Biscayne, Florida. Each sealed Proposal should be clearly marked for identification as follows: "Proposal for Collection, Transportation and Disposal of Solid Waste and Recycling Services for the Village of Key Biscayne." Questions should be addressed in writing to the Village in the manner indicated in Section I of this RFP.

Each prospective Contractor shall provide two (2) sealed packages. The first package shall contain one (1) complete original of the Proposal. The second package shall contain six (6) complete copies of the Proposal. It is preferred that Proposals be submitted on recycled paper and double-sided.

The responsibility for timely submitting a Proposal and its receipt on or before the stated time and date will be solely and strictly the responsibility of the Prospective Contractor. The Village is in no way responsible for delays caused by any delivery system or caused by any other occurrence. Proposals received after the exact time and date stipulated above shall be considered non-responsive and subject to disqualification.

#### B. Proposal Outline

Each Proposal shall consist of two (2) parts:

Part I - shall be labeled: "Prospective Contractor Qualifications"

Part II - shall be labeled: "Prospective Contractor Proposal for Services"

#### **Outline for Part I of the Proposal (Prospective Contractor Qualifications)**

Prospective Contractors shall organize Part I of their Proposals as follows:

- Warranties and Representations: Provide signed original of the Prospective Contractor Warranties and Representations form, included as Attachment II-A.
- Non-Collusion Affidavit. Provide signed and fully executed affidavit satisfying the certification requirements of Section I (I) of the RFP regarding collusion, included as Attachment II-D. Need to add Non-Collusive Affidavit
- Technical Qualifications: Provide all information required in Section II-A herein, including, but not limited to, copies of all applicable permits and/or licenses, evidence of ability to secure required permits or licenses, record of prior and current experience, complete description of organization structure and how it will be supplemented or changed, resumes of key and supervisory personnel, company history, client

recommendations/references, and legal standing with respect to licensing and organizational structure. It is encouraged that Prospective Contractors review Section II(A) of the RFP thoroughly to ensure compliance with the requirements of that section.

- **Criminal History and Disclosures:** Signed and fully executed notarized original of the Section 287.133(3) Statement (Public Entity Crimes), included as Attachment II-B. Prospective Contractor shall also provide any information not addressed by the Section 287.133(3) Statement relevant to criminal activities.
- **Drug Free Workplace Certification:** Signed and fully executed copy of the Drug Free Workplace Certification form, included as Attachment II-C.
- **Financial Qualifications:** Provide financial statements (preferably audited) and reasonable assurances that performance bonding and insurance requirements can be met as outlined in Section II(C) of the RFP.
- **Additional Qualifications:** Prospective Contractors shall submit their plans for Employee/Resident Safety, Emergency Preparedness Plan, Transition, Corporate Goodwill, and Customer Service Plan, as well as their litigation history. All Prospective Contractors shall also acknowledge receipt of addenda using Attachment V-A.

### **Outline for Part II of the Proposal**

Prospective Contractors shall organize Part II of their Proposal as follows:

- **Description of Services:** Provide a brief response to the specification of Services presented in Section III of the RFP, in a manner that serves to demonstrate the Prospective Contractor's familiarity with the Village of Key Biscayne, with the nature of the scope of Services to be provided, and with the procedures involved. If there are areas of concern or conditions in the Proposal, these should be identified in this part of the response, bearing in mind that compliance with the requirements of this RFP is mandatory.
- **Schedule for Collections:** Provide a schedule for all collections (consistent with existing collection schedule) as required pursuant to Section III(E), specifying the days of the week for the various types of waste.
- **Price Proposal:** Submit a completed "Proposed Schedule of Prices" form, identified as Attachment IV-B hereto. The Proposed Schedule of Prices includes a breakdown, listing separately, the price per residence of collection, transportation, and disposition of garbage and solid waste, yard trash, bulk trash and white goods, and recyclable materials. There is also a separate form for costs associated with the Emergency Preparedness Plan.
- **Additional Factors Affecting Price Proposal**
  - Any increase in the cost of disposal that may be caused by a change in applicable laws or regulations may be passed on to the Village only after review and approval by the Village Manager. Prospective Contractors that use other than Miami-Dade County facilities for

disposal shall indicate the same in their Proposals.

- There shall be no overnight storage of trucks or vehicles in the Village. Each incident of overnight storage shall result in a fine of \$5,000 per day.
- The successful Prospective Contractor shall be subject to penalties and possible default of the Agreement, including, but not limited to, a fine of \$1,000 per incident for a delay of six (6) or more days in the pickup of Bulk Trash.
- Consumer Price Index

All fees payable to Contractor under the Agreement, except for that portion of the monthly unit price which is attributable to Contractor's tipping fee and that portion that covers the cost of the containers provided to the Village, shall be subject to annual price adjustments (increase or decrease), which shall be authorized by applying the contract price, the ratio of change between the previous year and the current index of the Consumer Price Index for ALL ITEMS published by the U.S. Department of Labor, Bureau of Labor Statistics, for Miami-Dade County, for the month ending sixty (60) days prior to the anniversary date of the Agreement. The parties hereby agree that for the purposes of calculations the exclusion from the CPI increase for tipping fees, the tipping fee is deemed to be fifty-five (55%) percent of the monthly unit price. To request an increase, the Contractor shall submit all records and information reasonable requested by the Village as would support the requested increase or decrease request to the Village for its consideration. The CPI adjustment for any year shall not exceed one hundred twenty five (125%) percent of previous years CPI adjustment or five (5%) percent, whichever is less.

The following information, reflecting the Village of Key Biscayne's past CPI adjustments, if any, is included to facilitate the preparation of a Proposal:

<u>Yearly Annual Increase</u> <u>Monthly Cost per Unit</u>				
2010	2011	2012	2013	2014
\$33.96	\$34.46	\$35.74	\$36.32	\$36.96
	+1.46%	+3.74%	+1.62%	+1.76%

**SECTION V.**  
**PROPOSAL EVALUATION CRITERIA AND SELECTION/AWARD PROCESS**

A. Review of Proposals

Proposals will be reviewed by a Village Selection Committee (“Committee”) as appointed by the Village Manager. The Committee may be comprised of representatives of the Village Manager’s office, Village staff and/or any such others or entities as may be contracted or designated by the Village Manager.

B. Evaluation of Proposals

Proposals will be evaluated by a Village Selection Committee, as appointed by the Village Manager pursuant to the following criteria:

- Qualifications in terms of experience, in Solid Waste management;
- Capacity and ability to perform;
- Organization, availability of resources, and commitment to performance;
- Price and cost considerations;
- Financial Qualifications;
- Other considerations, including Going Green Initiatives, utilization of green fleet vehicles, Employee/Resident Safety Plan, Emergency Preparedness Plan, Transition Plan, Corporate Goodwill, Customer Service Plan, and Litigation History; and
- Overall responsiveness to RFP

The intent is to apply these criteria to identify those Prospective Contractors that are deemed to best serve the needs of the Village and whose Proposal is most advantageous to the Village.

The Committee may, after evaluating the Proposals, request additional information and/or oral presentations from Prospective Contractors, and may visit offices of operations currently being used by the Prospective Contractors.

C. Award of Contract

The Village Manager intends to make a recommendation to the Village Council for selection of a Contractor and award of an Agreement consistent in form and substance with the terms, conditions and requirements of the RFP. Award of the Agreement shall be made to the Prospective Contractor who, in the sole discretion and determination of the Village, would best satisfy the Village’s needs.

There is no obligation on the part of the Village to award the Agreement to the lowest Prospective Contractor (least cost to the Village). The Village reserves the right to award the Agreement to the best responsive and responsible Prospective Contractor submitting a responsive proposal and to negotiate an Agreement that is most advantageous to, and in the best interest of, the Village. The Village shall be the sole judge of the proposals and of the resulting negotiated Agreement. The decision of the Village Council shall be final.

**ATTACHMENT I**

**CONTRACTOR'S QUALIFICATION FORM**

1. Full Name of Contractor:

---

Principal Business Address, Phone and Fax Numbers:

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2. Principal Contact Person(s):

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---

3. Form of Contractor (Corporation, Partnership, Joint Venture, Other):

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4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Contractor. Provide proof of the ability of the individuals so named to legally bind the Contractor.

Name

Address

Title

---

---

---

If a corporation, in what state incorporated: \_\_\_\_\_



**QUALIFICATION FORM  
CONTRACTOR'S STATEMENT OF ORGANIZATION  
(CONTINUED)**

7. Outline specific areas of responsibility for each contractor listed in Question 6.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

8. County and/or Municipal Business Tax Receipt No.

\_\_\_\_\_  
(Attach Copy)

Social Security or Federal ID No.

\_\_\_\_\_

9. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Have you ever failed to complete any contract or work awarded to you?

Yes \_\_\_\_\_ No \_\_\_\_\_

If so, note when, where and why.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**QUALIFICATION FORM**

**CONTRACTOR'S STATEMENT OF ORGANIZATION  
(CONTINUED)**

11. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

12. Within the last five (5) years, have you ever had a performance, payment or bid bond called?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

14. Within the last three (3) years, has your organization been involved in any litigation or arbitration against any governmental entity?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

15. Has your organization, or any of its partners, officers or key personnel (as specified in Qualification Form 2), or any of its subsidiaries or parent company, been charged or indicted for any criminal activity within the last five (5) years?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

16. Has your organization, or any of its partners, officers or key personnel (as specified in Qualification Form 2), or any of its subsidiaries or parent company, been convicted and/or fined for any criminal activity within the last five (5) years?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**QUALIFICATION FORM  
PERSONNEL**

All key and/or supervisory personnel of Contractor performing Services pursuant to this RFP shall provide a detailed resume indicating that individual's area of expertise and experience, and including the details required in the RFP and set forth below.

---

- A. Name, Title contact number and resume
  
- B. Years Experience with: \_\_\_\_\_  
This Contractor: \_\_\_\_\_  
With Other Similar Contractors: \_\_\_\_\_
  
- C. Education: \_\_\_\_\_  
Degree(s): \_\_\_\_\_  
Year/Specialization: \_\_\_\_\_



**QUALIFICATION FORM  
EQUIPMENT LIST  
(CONTINUED)**

**II. RESIDENTIAL RECYCLABLE MATERIALS COLLECTION VEHICLES  
(COMPLETE ONE FORM FOR EACH TYPE OF COLLECTION VEHICLE)**

1. Manufacturer and Model:

\_\_\_\_\_

2. Number of Collection Vehicles by Age:

New < 6 months \_\_\_\_\_

6 months < 1 Years \_\_\_\_\_

1 Year < 2 Years \_\_\_\_\_

2 Years < 3 Years \_\_\_\_\_

3 Years < 4 Years \_\_\_\_\_

4 Years < 5 Years \_\_\_\_\_

3. Body:

A. Rated Capacity:

\_\_\_\_\_ cubic

yards

B. Practical or Net Capacity:

\_\_\_\_\_ cubic

yards

C. No. of Bins or Compartments:

\_\_\_\_\_

D. Net Capacity of Each Bin or Compartment:

(indicate if capacities are adjustable)

\_\_\_\_\_ cubic

yards

E. Weight:

GVW:

\_\_\_\_\_

lbs

Tare:

\_\_\_\_\_

lbs

4. Will the vehicles be owned, leased, or other?

\_\_\_\_\_

5. Purchase cost of each vehicle:

\_\_\_\_\_

6. Fuel type:

\_\_\_\_\_

**QUALIFICATION FORM  
EQUIPMENT LIST  
(CONTINUED)**

**III. RECYCLING CONTAINERS**

The Recycling containers shall be Miami-Dade County blue (in a shade acceptable to the Village Manager) and shall display nothing other than the seal of the Village and the cart identification number. The carts shall be of at least 0.175" or greater wall thickness with one piece high-density polyethylene (HDPE) construction. The Recycling containers shall have a capacity of 60 to 65 gallons. The wheels shall be a minimum of 10" and have maintenance-free bearings.

1. Manufacturer \_\_\_\_\_
  
2. Description and Type \_\_\_\_\_
  
3. Material of Construction (recycled content) \_\_\_\_\_
  
4. Durability (in service years) \_\_\_\_\_ years
  
5. Warranty Period \_\_\_\_\_ years

**QUALIFICATION FORM  
EQUIPMENT LIST  
(CONTINUED)**

**IV. GARBAGE CONTAINERS**

The garbage containers shall be Miami-Dade County green (in a shade acceptable to the Village Manager) and shall display nothing other than the seal of the Village and the cart identification number. The carts shall be of at least 0.175" or greater wall thickness with one piece high-density polyethylene (HDPE) construction. The Solid Waste Carts shall have a capacity of 60 to 65 gallons. The carts shall have overlapping lips for rain protection with a 270 degree lip opening. The handles shall be at least 2"x5" for easy gripping. The wheels shall be a minimum of 10" and have maintenance-free bearings.

1. Manufacturer \_\_\_\_\_
  
2. Description and Type \_\_\_\_\_
  
3. Material of Construction (recycled content) \_\_\_\_\_
  
4. Durability (in service years) \_\_\_\_\_ years
  
5. Warranty Period \_\_\_\_\_ years

**QUALIFICATION FORM  
REFERENCES**

The Contractor shall furnish a minimum of three (3) references from governmental agencies, institutional clients or private entities presently being provided with the following services: collection, transportation and disposal of residential solid waste and Recyclable Materials, with at least one (1) reference from a municipality with at least 3,000 single family dwelling units, and 3,000 tons of solid waste collected from residential properties. Contractor shall not utilize as references, any Village employee, contractor, or official. Contractor's use of such references may result in disqualification, at the discretion of the Village. Use additional sheets if necessary.

1. Name of Entity: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_

Description of Services and Price: \_\_\_\_\_  
\_\_\_\_\_

Year Contract Started and Duration of Contract: \_\_\_\_\_

Years Providing Service: \_\_\_\_\_

Nature of Services (include number of Customers): \_\_\_\_\_

Total Quality and Quantity of Solid Waste Handled: \_\_\_\_\_

Total Cost for Services: \_\_\_\_\_

Single Family Dwelling Units Serviced: \_\_\_\_\_

Waste Tonnage collected from residential property (annually): \_\_\_\_\_

Use of any green fleet vehicles in providing Services: \_\_\_\_\_

Use of Any green initiatives implemented or utilized in performance of the Services:  
\_\_\_\_\_  
\_\_\_\_\_

2. Name of Entity: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_

Description of Service and Price: \_\_\_\_\_

Year Contract Started and Duration of Contract: \_\_\_\_\_

Years Providing Service: \_\_\_\_\_

Nature of Services (include number of Customers): \_\_\_\_\_

Total Quality and Quantity of Solid Waste Handled: \_\_\_\_\_

Total Cost for Services: \_\_\_\_\_

Single Family Dwelling Units Serviced: \_\_\_\_\_

Waste Tonnage collected from residential property (annually): \_\_\_\_\_

Use of any green fleet vehicles in providing Services: \_\_\_\_\_

Use of Any green initiatives implemented or utilized in performance of the Services:

\_\_\_\_\_

3. Name of Entity: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_

\_\_\_\_\_

Description of Service and Price: \_\_\_\_\_

Year Contract Started and Duration of Contract: \_\_\_\_\_

Years Providing Service: \_\_\_\_\_

Nature of Services (include number of Customers): \_\_\_\_\_

Total Quality and Quantity of Solid Waste Handled: \_\_\_\_\_

Total Cost for Services: \_\_\_\_\_

Single Family Dwelling Units Serviced: \_\_\_\_\_

Waste Tonnage collected from residential property (annually): \_\_\_\_\_

Use of any green fleet vehicles in providing Services: \_\_\_\_\_

Use of Any green initializes implemented or utilized in performance of the Services:

\_\_\_\_\_

4. Name of Entity: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_

\_\_\_\_\_

Description of Service and Price: \_\_\_\_\_

Year Contract Started and Duration of Contract: \_\_\_\_\_

Years Providing Service: \_\_\_\_\_

Nature of Services (include number of Customers): \_\_\_\_\_

Total Quality and Quantity of Solid Waste Handled: \_\_\_\_\_

Total Cost for Services: \_\_\_\_\_

Single Family Dwelling Units Serviced: \_\_\_\_\_

Waste Tonnage collected from residential property (annually): \_\_\_\_\_

Use of any green fleet vehicles in providing Services: \_\_\_\_\_

Use of Any green initializes implemented or utilized in performance of the Services:

\_\_\_\_\_

**ATTACHMENT II-A**

**PROSPECTIVE CONTRACTOR WARRANTIES AND REPRESENTATIONS**

- A. Proposer warrants that it is willing and able to comply with State of Florida laws with respect to foreign (non-state of Florida) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy and a Performance Bond which provides a prudent amount of coverage for the willful or negligent acts, or omission of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.
- E. Proposer warrants that, if selected, it will execute the Agreement Form in Section VI as negotiated.
- F. Proposer warrants that it meets all qualifications and understands all terms and requirements in the RFP.
- G. Proposer warrants that it will secure all permits and Certificates of Competency as required to perform under the Agreement Form in Section VI.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT II-B**

**SWORN STATEMENT UNDER SECTION 287.133  
FLORIDA STATUTES  
ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted herewith in connection with a Contract to be executed with the Village of Key Biscayne for Collection, Transportation and Disposal of Residential Garbage and Trash for the Village of Key Biscayne.
  
2. This sworn statement is submitted by: \_\_\_\_\_  
whose \_\_\_\_\_ mailing \_\_\_\_\_ address \_\_\_\_\_  
is: \_\_\_\_\_  
If applicable its Federal Employer Identification number (FEIN) is \_\_\_\_\_  
(If entity has no FEIN, include Social Security Number of individual signing statement: \_\_\_\_\_.)
  
3. My name is: \_\_\_\_\_ and my relationship to the entity named above is: \_\_\_\_\_
  
4. I understand that a "public entity crime" as defined in Section . 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 or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
  
5. I understand that "convicted" or "conviction" as defined in Section. 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
  
6. I understand that an "affiliate" as defined in Section. 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or success of a person convicted of a public entity crime; or
  - b. Any entity under the control of any natural person who is active in the management of the entity and 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, executors, 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 of another person, or a pooling of equipment or income amount persons when not for fair market value under an arm's length agreement shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been

**SWORN STATEMENT UNDER SECTION 287.133  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES (CONTINUED)**

convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any

7. 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

\_\_\_\_\_ Neither the entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND  
(Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services).

**SWORN STATEMENT UNDER SECTION 287.133  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES (CONTINUED)**

Signed, sealed and delivered

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

State of Florida

County of \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

WITNESS my hand and  
official seal \_\_\_\_\_

NOTARY PUBLIC  
STATE OF FLORIDA

Personally known to me, or

Produced

\_\_\_\_\_  
identification:

(Name of Notary Public: Print,  
Stamp or Type as commissioned).

\_\_\_\_\_  
(Type of Identification Produced)

OPTIONAL INFORMATION:

Type of Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Number of Signatures Notarized: \_\_\_\_\_

**ATTACHMENT II-C**

**DRUG-FREE WORKPLACE CERTIFICATION**

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:  
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify 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 contractual services that are under bid a copy of the statement specified in subsection (1).
4. Notify the employee that in accordance with the statement specified in subsection (1), as a condition of working on the 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.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**ACKNOWLEDGMENT**

BEFORE ME, the undersigned authority personally appeared \_\_\_\_\_ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that \_\_\_\_\_ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
201\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public State of Florida at Large

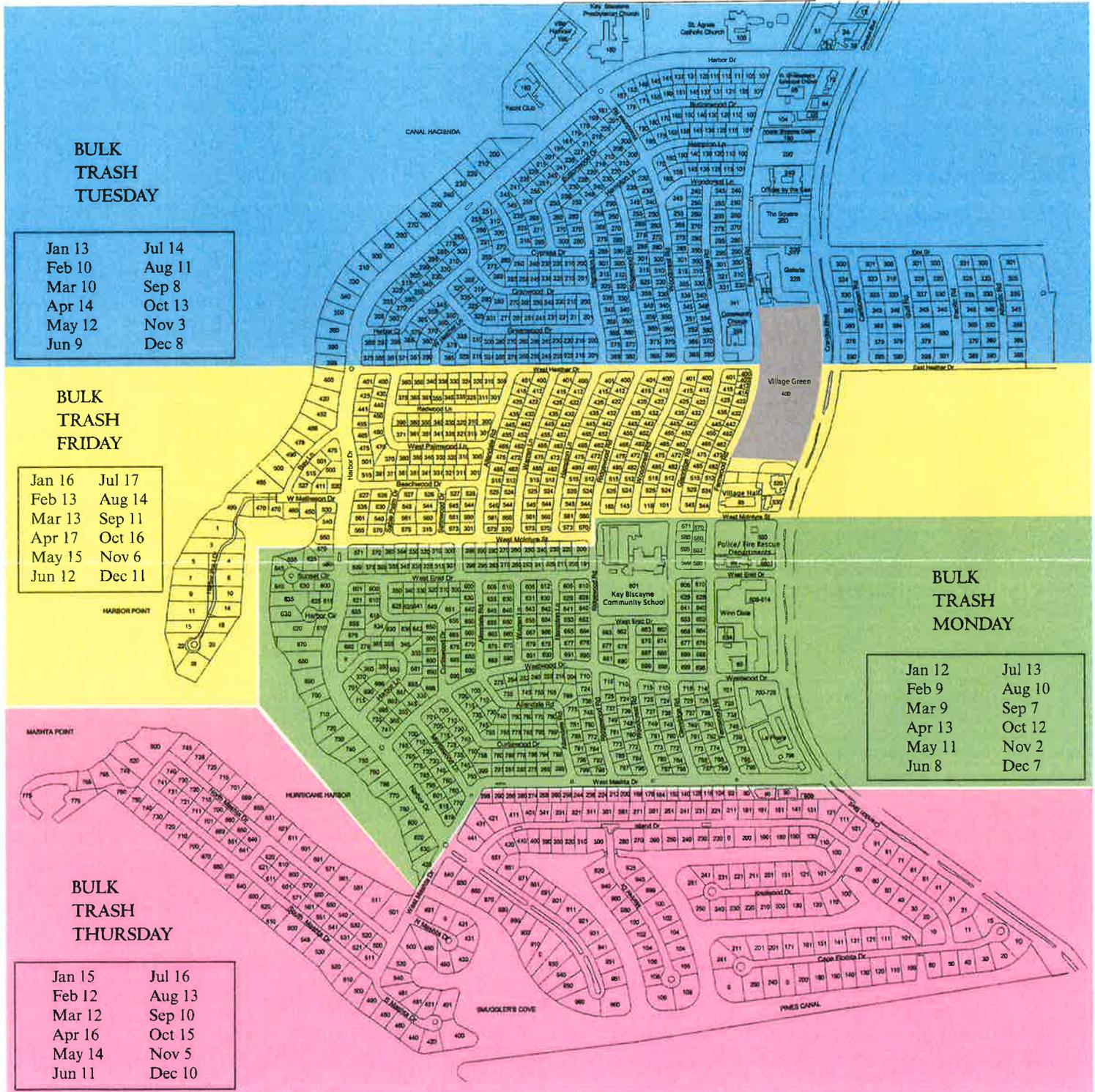
**ATTACHMENT III-A**

(Attach Newsletter and Color Coded Map for Bulk Trash Schedule)



# Village of Key Biscayne

## 2015 Bulk Trash Schedule Single Family Residences



### Bulk Trash

Will be collected curbside each month on the day assigned for your area, see map for dates. Bulk trash includes household furniture, trash, white goods or yard trash. Please place your bulk away from trees, fences and utility boxes, etc, to allow access by the bulk pick up grapple truck. Please have all bulk items curbside by 7:00 am on the day of your pick up. The bulk truck will not return to pick up piles that are put out after your block has been picked up. No construction materials, concrete, rocks and soil, paint or other Hazardous materials will be taken.

Bulk waste must be put out 24 hours before your scheduled pickup date. Improper placement (more than 24 hrs before your schedule pickup date) is a violation of Miami-Dade Code, Section 19-4 (c), and will result in the assessment of fines to the homeowner.

**Please see reverse side for important garbage & recycling service day information.**



# Village of Key Biscayne

## 2015 Garbage and Recycling Schedule

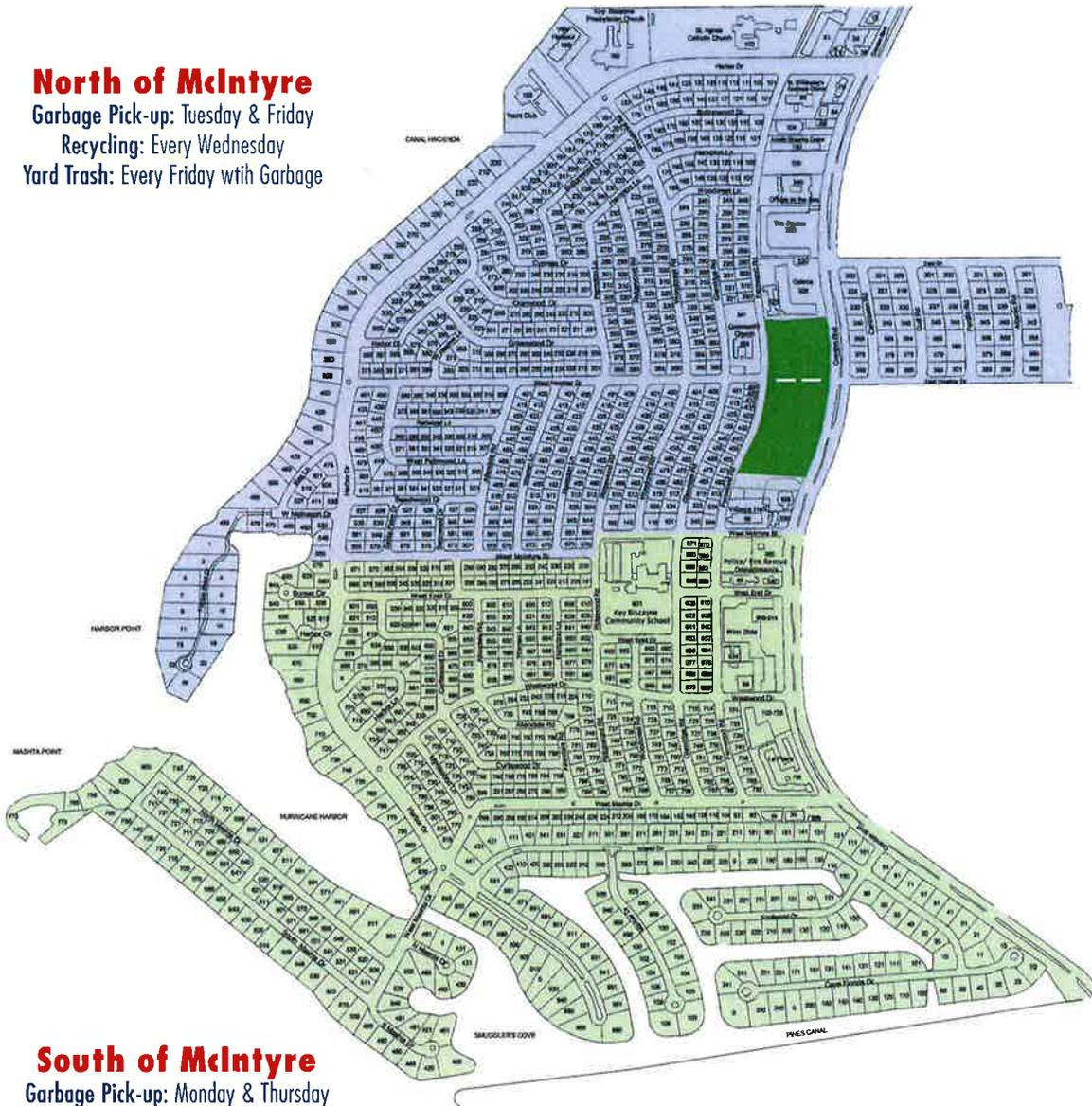
### Single Family Residences



Progressive Waste Solutions of Florida Inc. and the Village of Key Biscayne have formed a partnership to provide Residential Solid Waste and Recycling Services.

### North of McIntyre

Garbage Pick-up: Tuesday & Friday  
 Recycling: Every Wednesday  
 Yard Trash: Every Friday with Garbage



### South of McIntyre

Garbage Pick-up: Monday & Thursday  
 Recycling: Every Wednesday  
 Yard Trash: Every Thursday with Garbage

### Yard Trash

Shall mean vegetative matter resulting from normal yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds or small tree branches that shall not exceed four feet in length and four inches in diameter. Yard Trash shall include Christmas Trees regardless of size. Yard Trash shall be bundled or tied. Grass clippings shall be placed in a Garbage Container or disposable bag. No bundle, bag, or filled container shall exceed 50 pounds in weight and no more than six containers, bags or bundles per Residential Customer shall be collected at one time

### Recycling

Will be collected from the blue recycling bins every Wednesday, in all zones. Be sure the recycling bin is accessible. Gates should be unlocked and pets confined away by 7:00 am.

### Items Accepted:

- Empty, clean and dry steel and aluminum cans, plastic bottles, glass bottles, aluminum foil, paper cartons, cereal boxes, news paper, magazines, cut or folded cardboard boxes and any variation of items listed.

### Not Accepted as Recyclable:

- Light bulbs, china, glassware, food trays, plastic wrap, plastic bags, Styrofoam, batteries, paint or any hazardous items or garbage.

### Regular Garbage

Will be collected twice a week from your backyard, side-yard, or bring it to the curb; whichever you prefer. All regular garbage should be placed in cans not to exceed 50 lbs. so that the garbage can be safely and efficiently removed from your property. If plastic bags are used they, should be securely closed and tied. Garbage should not be heavier than the bags can effectively contain. Be sure garbage is accessible on all service days. Gates should be unlocked and pets confined away by 7:00 AM

### Items Accepted as Garbage:

- Household Waste- Kitchen and table food waste, animal, vegetative, food or any organic waste from the preparation, cooking or handling of food material.
- General Trash
- Refuse- Combination of household trash and garbage.
- Yard Waste

### Not Accepted as Garbage:

- Hazardous materials
- Paint cans
- Battery packs
- Pesticides
- Herbicides
- Propane Cylinders
- Chemicals and chemical containers



For more information contact us at 305.638.3800

Please see reverse side for bulk trash service information

**ATTACHMENT III-B**

(Attach Map of the Village of Key Biscayne)

**Single Family Districts**

- IR Island Residential
- VE Village Estate
- VR Village Residential

**Single and Two Family Districts**

- PS Parkside Residential

**Multiple Family Districts**

- RM-10 Low Density
- RM-16 Medium Density
- RM-30 High Density

**Hotel District**

- HR Hotel Resort

**Special Use Districts**

- GU Government Use
- PROS Public Recreation & Open Spaces
- PC Private Club
- PUD-1 Ocean Club
- PUD-2 Grand Bay
- PUD-3 Key Colony

**Commercial Districts**

**Office District**

- C-1 Low Intensity Commercial

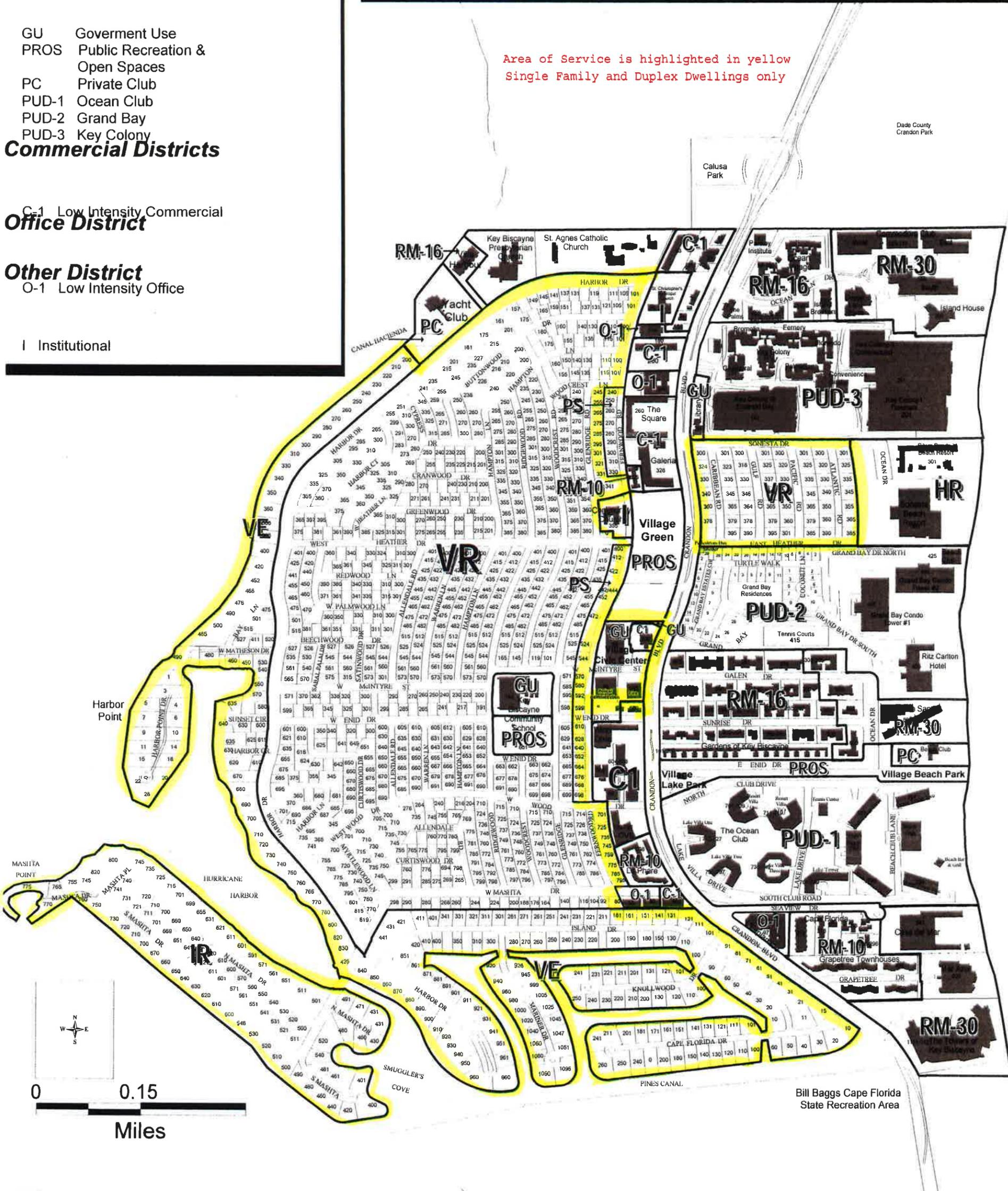
**Other District**

- O-1 Low Intensity Office

- I Institutional

# Official Zoning Map of the Village of Key Biscayne

Area of Service is highlighted in yellow  
Single Family and Duplex Dwellings only



Dade County  
Crandon Park

Calusa  
Park

Harbor  
Point



Bill Baggs Cape Florida  
State Recreation Area

**ATTACHMENT IV-A**

**PROPOSED SCHEDULE OF PRICES**

<b>Garbage#</b>	<b>Yard Trash</b>	<b>Recyclables*</b>	<b>Bulk Trash</b>	<b><u>Proposal Price</u> <u>Unit</u></b>
2/week	1/week	1/week	1/month	

\* - Presumes the distribution of a recycling 60 to 65 gallon wheeled container to each single family and duplex dwelling and side yard/curbside pick-up.

# - Presumes side yard/curbside pick-up

Furnish all equipment, material and labor required to perform Services.

Price Per Household \$ \_\_\_\_\_ (State Amount Numerically).

\_\_\_\_\_ Dollars per Unit (Spell out Amount).

**A. Automated, Curbside Pick Up Option:**

Cost differential if some system of automated curbside pick-up is utilized in lieu of side yard pick-up:

Price Per Household \$ \_\_\_\_\_ (State numeric increase/decrease).

\_\_\_\_\_ Dollars per Unit (Spell out Amount).

**B. Going Green Initiative**

Cost differential if a hybrid-hydraulic diesel truck(s) are utilized in lieu of traditional trucks for Recycling and/or Solid Waste Pick-Up: If equipment not available, specify by inserting N/A.

Solid Waste Truck (1)

Price Per Household \$ \_\_\_\_\_ (State numeric increase/decrease).

\_\_\_\_\_ Dollars per Unit (Spell out Amount).

Recycling Truck (1)

Price Per Household \$ \_\_\_\_\_ (State numeric increase/decrease).

\_\_\_\_\_ Dollars per Unit (Spell out Amount).

**C. Cost Proposal for Garbage Containers**

Price Per Household \$ \_\_\_\_\_ (State numeric increase/decrease).

\_\_\_\_\_ Dollars per Unit (Spell out Amount).

**PROSPECTIVE CONTRACTOR:**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Address \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_



**VI – FORM OF AGREEMENT ATTACHED**

**AGREEMENT**

**FOR**

**COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE AND  
RECYCLING SERVICES  
FOR THE RESIDENTIAL AREAS OF KEY BISCAYNE, FLORIDA**

**BETWEEN**

**THE VILLAGE OF KEY BISCAYNE**

**AND**

**CONTRACTOR**

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## AGREEMENT

This Agreement for the Collection, Transportation, and Disposal of Residential Solid Waste and Recycling Services (the or this "Agreement") is made and entered into as of this \_\_\_\_\_ day of June, 2015, by and between \_\_\_\_\_ ("Contractor"), a \_\_\_\_\_ corporation, and the Village of Key Biscayne, a Florida municipal corporation (the "Village").

### Recitals

**Whereas**, the Village's existing agreement for the provision of solid waste collection and recycling services to residential customers expires on September 30, 2015; and

**Whereas**, pursuant to applicable provisions of the Village Code and other legislative authority, on April 17, 2015, the Village issued Request for Proposals (RFP) No. PW-2015-1 competitively soliciting and procuring proposals from qualified Prospective Contractors for the collection, transportation and disposal of solid waste and recycling services; and

**Whereas**, the Contractor submitted a proposal in response to the RFP, and after evaluation and recommendation by the Village Manager, the Contractor was selected and awarded this Agreement by the Village Council; and

**Whereas**, the terms and conditions of the RFP and the Contractor's proposal are herein incorporated and made a part of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, it is agreed as follows:

**1. Definition of Terms.**

**1.1 Contractor** Shall mean Choice Environmental Services of Miami, Inc.

**1.2 Biohazardous Waste** Shall mean any Solid Waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts, laboratory and veterinary waste which contains human disease-causing agents, used disposable sharps, human blood, and human blood products and body fluids, and other materials which represent a significant risk of infection to persons outside of the generating facility.

**1.3 Bulk Trash** Shall mean vegetative and non-vegetative material and large items of various types customary to ordinary residential housekeeping operations which due to their size cannot be placed in a Garbage Container or disposable bag. Bulk Trash shall not include automobiles and automotive components, internal combustion engines or Construction Debris. Bulk

Trash shall include White Goods, carpeting of any diameter if folded, tied, and rolled or bundled and cut in lengths of six feet or less. Bulk Trash shall not include A/C or water heater units.

- 1.4 Code** Shall mean the Code of the Village of Key Biscayne, Florida, as amended from time to time.
- 1.5 Collection Services** Shall mean, collectively, collection, transportation, and disposal services with respect to Solid Waste, including Garbage, Yard Trash, Recyclable Materials, Bulk Trash, and White Goods.
- 1.6 Collection Vehicles** Shall mean a boom truck, rear loader truck, roll-off truck, hybrid-hydraulic diesel trucks, or other vehicle used by Contractor to collect or transport Solid Waste or Recyclable Materials. Individually each is a Collection Vehicle.
- 1.7 Construction Debris** Shall mean materials generally not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete or roofing material, pipe, gypsum wallboard, and lumber. Construction Debris shall include materials from the construction or destruction of a structure as part of a construction or demolition project, and including rocks, soils, stumps, and other vegetative matter which normally results from land clearing or land development operations for a construction or home improvement project.
- 1.8 County** Shall mean Miami-Dade County, Florida.
- 1.9 Day** Shall mean a calendar day.
- 1.10 Garbage** Shall mean every refuse accumulation of animal, fruit, vegetable or organic matter that attends the preparation, use, cooking and dealing in or storage of meats, fish, fowl, fruit or vegetables, and decay, putrefaction, and the generation of noxious or offensive gases or odors or which, during or after decay, may serve as breeding or feeding material for flies or other germ carrying insects.
- 1.11 Garbage Container** Shall mean a container obtained by each resident made of galvanized metal, durable plastic or other suitable material of a capacity not to exceed 32 gallons or 50 pounds in weight, customary to ordinary housekeeping operations, approved for use by the Village Manager. Such container shall have two handles, one on each side, or a bail by which it may be lifted,

and shall have a tight fitting solid top obtained by each resident OR shall mean a container provided by Contractor, "Miami-Dade" green, and shall be a wheeled metal or plastic receptacle, with a capacity of 60 to 65 gallons intended to be manually or mechanically dumped into a loader-packer type collection truck.

- 1.12 Hazardous Waste** Shall mean any materials defined as hazardous waste or hazardous materials under any applicable laws, rules or regulations.
- 1.13 Holidays** Shall mean collectively Independence Day and Christmas Day. Individually each is a Holiday.
- 1.14 Other Collections** Shall mean collectively emergency collections, requested Holiday collections, and special pickups.
- 1.15 Pickup Point** Shall mean a location designated by each Residential Customer at curbside or sideyard to which Contractor has unobstructed, safe access at the time of collection.
- 1.16 Prohibited Waste** Shall mean any Hazardous Waste, Biohazardous Waste or Special Waste. Nothing herein shall be construed to require Contractor to pick up Prohibited Waste.
- 1.17 Recyclable Materials** Shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste such as:
- a newspapers, including the normal percentage of rotogravure and colored sections. Phone books, magazines, and any paper other than newspaper are not acceptable.
  - b aluminum beverage cans, commingled with ferrous food containers (cans should be clean and dry);
  - c high density polyethylene plastics (HDPE) commingled with polyethylene terephthalate plastics (PET) (beverage containers only; clean and dry with lids removed);
  - d clear glass (beverage and food containers only; clean and dry with lids removed);

- e brown glass (beverage and food containers only; clean and dry with lids removed);
- f green glass (beverage and food containers only; clean and dry with lids removed); and
- g any other material agreed to by the Village Manager and Contractor. Recyclable Materials shall not include Prohibited Waste, white office paper, aerosol cans, pharmaceutical glass containers, medical waste containers, pesticide containers or containers originally containing Prohibited Waste.

- 1.18 Recycling Container** Shall mean a single stream recycling container provided by Contractor for Recycling Materials which shall be “Miami-Dade County blue” and be a wheeled metal or plastic receptacle with a capacity of 60 to 65 gallons, to be manually or mechanically dumped into a loader-packer type recycling truck.
- 1.19 Recycling Services** Shall mean the collection, separation or processing, and reuse or return to use in the form of raw materials or products of Recyclable Materials.
- 1.20 Regular Schedule** Shall mean the Schedule or any Modified Schedules.
- 1.21 Residential Customers** Shall mean those Single Family and Duplex residences as specified by the Village that are to receive Collection Services. The list of Residential Customers may be amended in accordance with Section 12.3.
- 1.22 Service Area** Shall mean all property located within the Village's corporate boundaries as defined in the Village Charter for which service is provided herein, and as depicted in the Service Map attached hereto as Exhibit “C.”
- 1.23 Solid Waste** Shall mean and includes Garbage, Yard Trash, Bulk Trash, White Goods or other discarded material resulting from normal housekeeping activities, and shall exclude Prohibited Waste.
- 1.24 Solid Waste Collection**

- Services** Shall mean the collection of Solid Waste for each Residential Customer and Village Government Facilities, and transportation to and disposal in a Solid Waste Disposal Facility.
- 1.25 Solid Waste Disposal Facility** Shall mean any properly permitted and licensed Solid Waste management facility which is the final resting place for Solid Waste, including but not limited to, landfills, transfer stations, and incineration facilities that produce ash from the process of incinerating municipal Solid Waste.
- 1.26 Special Waste** Shall mean Solid Waste that requires special handling and management, including, but not limited to, asbestos, whole tires, used tires, used oil, lead-acid batteries, and Biohazardous Wastes and shall include items that exceed the size limitation for Yard and Bulk Trash.
- 1.27 Tipping Fee** Shall mean the fee per ton charged at a Solid Waste Disposal Facility.
- 1.28 Village** The Village of Key Biscayne, Florida.
- 1.29 Village Government Facilities** Shall mean the Village Civic Center Complex which includes the Village Hall/Police Station, Village Fire Rescue Station, and Village Community Center, and any other facilities owned or operated by the Village or to be built, owned or operated by the Village in the future.
- 1.30 Village Manager** Shall mean the Village Manager of the Village of Key Biscayne, Florida, or his/her designee.
- 1.31 White Goods** Shall mean refrigerators, washing machines, dryers, ranges, and other similar large appliances. Shall not include water heaters and air conditioning units.
- 1.32 Yard Trash** Shall mean vegetative matter resulting from normal yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds or small tree branches that shall not exceed four feet in length and four inches in diameter. Yard Trash shall include Christmas Trees regardless of size. Yard Trash shall be bundled or tied. Grass clippings shall be placed in a Garbage Container, disposable bag, or bundled. No bundle, bag, or filled container shall exceed 50 pounds in

weight and no more than six containers, bags or bundles per Residential Customer shall be collected at one time.

## **2. Initial Term; Renewal Terms**

The initial term of this Agreement shall be for five (5) years ("Initial Term") commencing on October 1, 2015, and terminating on September 30, 2020 ("Termination Date"). The Village shall have the right and option to renew this Agreement for two (2) additional consecutive renewal terms of two (2) years each, subject to the same terms and conditions of this Agreement. The renewal terms shall be exercised automatically, unless the Village provides written notice to the Contractor of non-renewal, no less than ninety (90) days prior to the Termination Date of the initial five (5) year term or ninety (90) days prior to the end of the first two (2) year renewal term.

## **3. Prerequisites To Commencement of Service.**

### **3.1 Pre-Start Route Familiarization**

Contractor shall, at no charge to the Village, perform a pre-start route familiarization program in conjunction with the Village to help route drivers become aware of and familiar with the Pickup Points and with the method by which Collection Services shall be performed.

### **3.2 Schedule**

Prior to the commencement of Collection Services, Contractor shall provide the Village Manager with a monthly schedule including the days of the week or month that Garbage, Yard Trash, Recyclable Materials, Bulk Trash and White Goods shall be collected from each Residential Customer and Village Government Facilities within the frequency required by this Agreement ("Schedule"). The parties recognize that existing residential Collection Services in the Village are currently subject to an existing collection schedule. In order to provide seamless services to each Residential Customer, Contractor agrees to utilize the existing collection schedule as the Schedule. The Village Manager shall review and approve the Schedule prior to implementation of any services, and any subsequent requested changes or modifications thereto prior to implementation.

### **3.3 Distribution and Replacement of Recycling Containers**

On or before commencement of any Recycling Services, Contractor shall purchase and distribute, at its sole cost, one Village-approved Recycling Container with a capacity of 60-65 gallons to each residential property in the Village. Each Recycling Container shall be hot-stamped with the type of material acceptable (or a decal may be provided in lieu thereof), Contractor's recycling information and telephone number, the words: "Property of Village of Key Biscayne Recycling Program" and any other information as approved by the Village. If requested by a Residential Customer, Contractor shall furnish a second Recycling Container, at no cost to the Village or residential customer.

Contractor shall purchase and furnish to the Village adequate recycling containers or one large recycling container for each of the Village Government Facilities, at its sole cost and expense, as directed by the Village.

A single-stream Recycling Container shall be provided by the Contractor for both newspaper and other commingled Recyclable Material, consisting of glass, plastic, and ferrous and aluminum cans. The Recycling Container shall be "Miami-Dade County blue", and shall be a wheeled metal or plastic receptacle, with a capacity of 60 to 65 gallons intended to be manually or mechanically dumped into a loader-packer type recycling truck.

Contractor shall develop its recycling routes. The Recycling Container shall be delivered to each residential property within a recycling route. The Contractor shall be responsible for counting the number of residential properties and shall provide to the Village a route map with the residential property count. This information shall serve as the initial count of residential properties in the program. During the distribution of the Recycling Containers, the Village has the option of accompanying the Contractor to verify the Contractor count.

Any new residential property which results from construction or occupancy of a residential property which was unoccupied during initial Recycling Container distribution or expansion of the Village Service Area shall receive one Recycling Container from Contractor, at the Contractor's cost, and shall be included in the recycling program within 21 days of notice to Contractor by the Village.

Upon delivery of the initial Recycling Container to a residential property, Contractor shall be solely responsible for replacement and distribution of Recycling Containers delivered to residential properties. Upon notification to Contractor by the Village or a Residential Customer that the residential property's Recycling Container has been stolen or that it has been damaged beyond repair, the Contractor shall deliver a replacement Recycling Container to each residential property within seven (7) work days. Each residential property shall be entitled to an unlimited number of replacements of lost, destroyed, or stolen Recycling Containers, at no cost to the Village or the residential property owner. The ownership of the containers purchased and distributed on behalf of the Village by Contractor shall be the property of, and remain with, the Village.

#### **4. Commencement of Collection Services**

Collection Services shall commence on October 1, 2015.

#### **5. Collection Services.**

##### **5.1 Collection Services to Residential Customers (if not at curbside, must be sideyard, even if property has been placing it on curbside previously)**

Contractor shall provide sideyard and curbside pickup and disposal services to all Residential Customers within the Service Area for Garbage and Recycling. If Garbage containers and/or Recycling Containers are left sideyard for pick-up, Contractor shall return garbage and recycling containers to the original location. If Garbage Containers and/or Recycling Containers are placed at curbside by Residential Customers, then the Contractor shall place the containers approximately 15 feet away from the street unless it is not reasonably possible to do so. Contractor shall not place the containers on or near the street or blocking a driveway or a walk path at any time.

Contractor shall provide curbside pickup and disposal services to all Residential Customers within the Service Area for Bulk Trash and White Goods. All Bulk Trash and White Goods to be collected shall be placed within six feet of the curb, paved surface of the roadway, closest accessible right-of-way or other such location agreed to by Contractor that shall provide safe and efficient accessibility to Contractor's collection crew and vehicles. For purposes of this Agreement, roadway or right-of-way means a road owned and maintained by the Village, the County or the State of Florida, or a road on private property for which an easement has been granted to the public or the residents in the immediate vicinity. Contractor is also required to make a reasonable effort to restore the area directly underneath where the Bulk Trash was deposited for pickup, including raking that specific area if necessary.

Yard Trash that is canned or bagged may be placed by Residential Customers either sideyard or curbside for Contractor pickup and disposal. Bundled Yard Trash shall be placed curbside for Contractor pickup and disposal.

Contractor shall provide sideyard and curbside pickup and disposal services for Recycling Materials. The materials shall be deposited by the Residential Customer in the Recycling Container described in Section 3.3 of this Agreement.

Where: (1) A resident is physically unable (as determined by the Village Manager) to deliver Bulk Trash, White Goods, or Recycling Materials to curbside; (2) the residential structure is located in such a manner as to provide non-accessibility to Contractor's crew or vehicle; or (3) clear and safe passage of heavy equipment is prevented as a result of road closings or encumbrances; an alternative location may be arranged between the Residential Customer and Contractor, at no extra cost to the Residential Customer. In the event an appropriate location cannot be agreed upon, the Village Manager shall designate the location.

## **5.2 Regular Collections**

Contractor shall collect, transport, and dispose of all Solid Waste and Recyclable Materials generated by Residential Customers in the Service Area at such frequencies as described below.

### **5.2.1 Garbage**

Contractor shall collect Garbage from each Residential Customer two (2) times per week, with collections at least two (2) days apart pursuant to the approved Schedule ("Garbage Collection Day").

#### **5.2.2 Yard Trash**

Contractor shall collect Yard Trash from each Residential Customer one day per week pursuant to the Regular Schedule ("Yard Trash Collection Day"). See section 1.31 .

#### **5.2.3 Recycling Materials**

Contractor shall collect Recycling Materials from each Residential Customer once per week, on Wednesdays.-

#### **5.2.4 White Goods**

Contractor shall provide curbside pickup and disposal service of White Goods to each Residential Customer once per month pursuant to the same schedule as Bulk Trash.

#### **5.2.5 Bulk Trash**

Bulk Trash shall be picked up curbside on a monthly basis.

#### **5.2.6 Services to the Handicapped**

Contractor shall provide, at no additional charge, back-door Collection Services (except for Bulk Trash, White Goods and Bundled Yard Trash) to handicapped persons as determined by and upon the request of the Village Manager.

#### **5.2.7 Option of Services to Multi-Family and Commercial Porperties.**

Although not included within the Scope of Services for this Agreement, if requested by the Village, or multi-family and/or commercial property owners, Contractors shall provide an estimate or quotation for collection, disposal and recycling services for such properties. Collection and recycling services may be provided by Contractor pursuant to a separate agreement with the multi-family or commercial property owner or the Village.

### **5.3 Village Collections and Special Events**

Garbage, Solid Waste, and Yard Trash shall be collected from Village Government Facilities, at no additional charge or cost to the Village, three (3) times per week. Recycling Material shall be collected from the Village Government Facilities once per week ("Village Collections").

## **Village Special Events**

**4<sup>th</sup> of July Event** - Contractor shall supply the Village with a 40' roll-off container or equivalent for the 4<sup>th</sup> of July Event, at no additional charge or cost, and provide collection and disposal services for Garbage and Recyclable Materials.

**Lighthouse Run Event** - Contractor shall supply the Village with a 10' roll-off container or equivalent for the Lighthouse Run that takes place on the second Saturday in November, at no additional charge or cost, and provide collection and disposal services for Garbage and Recyclable Materials.

**Special Event Receptacles** – Contractor shall supply the Village with three hundred (300) corrugated receptacles, size 18 x 18 x 36" with a 50 gallon capacity at no additional charge or cost.

### **5.4 Changes to Schedule**

Any requested or proposed changes to the approved Schedule shall require the prior written approval of the Village Manager ("Modified Schedule") In the event that the Village approves a Modified Schedule, Contractor shall notify each affected Residential Customer at least seven (7) days prior to the effective date of any Modified Schedule, in a newspaper of general circulation in the Village and by direct notification to each Residential Customer. The cost of publication shall be borne solely by Contractor.

### **5.5 Hours of Collection**

Collection Services performed pursuant to this Agreement shall begin no earlier than 7:00 a.m., and shall be completed no later than 4:00 p.m. Collection can occur consistent with the approved Schedule and only on Monday, Tuesday, Wednesday, Thursday or Friday. Collection Services shall not take place on Saturday, Sunday or on Holidays (refer to section 6.2). In the case of an emergency or breakdown of Collection Vehicles, Collection Services may be temporarily permitted on Sundays or during times not permitted by this paragraph, provided Contractor has received prior verbal approval from the Village Manager, to be later evidenced by a written memorandum from the Village Manager confirming the approval.

### **5.6 Protection of Property**

Contractor shall conduct Collection Services in such a manner as to avoid damage to private and public property, including, but not limited to, carts, racks, trees, shrubs, flowers, other landscaping and plants, driveways, pavers and mailboxes, and shall promptly repair or pay for any damage caused by its operations after a reasonable time to investigate such claims (not to exceed ten (10) days). In the event that repairs are not made or damage paid for within ten (10) working days after the damage occurred to the satisfaction of the Village Manager, the Village Manager may authorize and have such repairs made or pay for such damage and deduct the cost

from amounts due to Contractor pursuant to this Agreement. Contractor shall provide Collection Services with minimum disturbance to Residential Customers and to the neighborhood.

## **5.7 Spillage**

Contractor shall make every effort to minimize spills or leaks from Collection Vehicles, litter, and spillage occurring on public or private property as a result of Collection Services. In the event of any litter, leaks or spillage caused by Contractor, Contractor shall clean up such spillage within four (4) hours of notice to Contractor from the Village or a Residential Customer. In the event that litter or spillage is not picked up or cleaned up within four (4) hours, the Village may, in its sole discretion, pick up the litter or spillage and deduct such costs for pickup or cleanup from amounts owed Contractor pursuant to this Agreement.

## **6. Other Collections**

### **6.1 Severe Weather/Emergencies**

#### **6.1.1 Emergency Collections/Charges**

In case of severe weather which may create a danger to Contractor's employees or the public, the Village Manager may grant Contractor the right temporarily to vary from the approved Schedule. In the case of severe weather or emergencies where it is necessary for Contractor to acquire additional Collection Vehicles and to hire extra crews to clear the Village of debris resulting from the severe weather ("Emergency Collections"), Contractor shall be required to cooperate with the Village in all possible ways for the efficient and rapid clean-up of the Village. The necessity of Emergency Collections may only be determined upon mutual consent of the Village Manager and Contractor. Such cooperation shall include undertaking steps necessary for an appropriate response to the emergency, including reasonable assistance to the Village at the Village Manager's request for extra collections both before and after the emergency.

Contractor shall receive extra compensation above that set forth in this Agreement for Emergency Collections, provided Contractor has first secured prior written authorization from the Village Manager based on rates jointly agreed to by the Village Manager and Contractor. The Village may contract with other firms or units of government to provide the Emergency Collections. As soon as practical after severe weather or an emergency, Contractor shall advise the Village Manager and Residential Customers of the estimated time required before Regular Schedules can be resumed. At the Village's sole discretion, Contractor may be required to provide emergency services at the rates mutually agreed to by the Village Manager and Contractor.

#### **6.1.2 Hurricane/Disaster Response Plan**

Contractor shall within thirty (30) days of execution of this Agreement submit to the Village a final Hurricane/Disaster Response Plan ("Emergency Plan") detailing variations from the regular

services and outlining its responsibilities as well as instructions to Residential Customers. Specifically, the Emergency Plan shall address the following: (1) instructions for Residential Customers; (2) modified pick-up schedules; (3) pruning and trimming of vegetation; (4) bulky waste; and equipment management. In the case of a hurricane, the Emergency Plan shall cover all phases of the emergency from warning, through the various aspects of public/private response, and ending with the recovery phase of the emergency. The Emergency Plan shall apply not only to hurricanes, but to all severe weather events and events declared emergencies by the Village.

## **6.2 Holidays**

Contractor shall be obligated to provide Collection Services on holidays, except Holidays defined as Independence Day and Christmas Day. Contractor shall collect Residential Customers affected by these Holidays on the next scheduled collection day.

## **6.3 Special Pickups**

From time to time, the Village or Residential Customers may have the need for Solid Waste pickups, including Garbage, Yard Trash, White Goods, Special Waste, and Bulk Trash, outside of and in addition to the Schedule ("Special Pickups"). Contractor shall provide Special Pickups as requested by the Village or Residential Customer within five (5) working days from the date of the request. Special Pickups requested by a Residential Customer shall be paid directly to the Contractor by the Residential Customer. Prior to making a Special Pickup for a Residential Customer, Contractor shall provide that Residential Customer with a firm written proposal as to the total cost of the Special Pickup. No additional costs beyond those listed in the written proposal may be charged by Contractor. Notwithstanding the provisions of this section, the Village reserves the right to contract with other entities or to provide directly for Special Pickups.

## **7. Contractor's Personnel**

Contractor shall provide, at its own expense, all labor, personnel and supervision necessary to provide the Collection Services as set forth in this Agreement.

### **7.1 Contractor's Officer(s)**

Immediately upon execution of this Agreement, Contractor shall assign a qualified person or persons to supervise and be responsible for Collection Services under this Agreement ("Responsible Person"). The Responsible Person shall be available at all times and the availability of communication between the Village and the Contractor shall be unencumbered seven (7) days a week, 24 hours a day. Contractor shall provide to the Village, in writing, the name, home telephone, pager, and mobile phone numbers of this person or persons. Contractor shall also provide to the Village information regarding the Responsible Person's experience and qualifications.

## **7.2 Assignment of Employees**

Specific Contractor employees shall be assigned to regularly service each Residential Customer. Contractor recognizes that Residential Customers enjoy having employees regularly scheduled to service their homes and shall make every effort to insure consistency in the employees servicing each route.

## **7.3 Conduct of Employees**

Contractor employees shall serve the public in a courteous, helpful, and impartial manner when providing Collection Services pursuant to this Agreement. Contractor's employees shall use available sidewalks or other walkways for pedestrians. Trespassing by employees shall not be permitted. Employees shall not cross the property of one Residential Customer in order to service another Residential Customer unless residents or owners of both such properties have given written permission.

## **7.4 Employee Uniforms**

While providing Collection Services, Contractor employees shall wear a clean uniform including a shirt or overalls bearing the name of Contractor and the employee's first name written in letters at least one inch high, uniform in type. Contractor shall keep a record of employees' names, numbers, and route assignments to allow identification of the employees at all times. Contractor shall provide its then current employee list and route assignments to the Village upon request by the Village Manager.

## **7.5 Residents**

Contractor shall, wherever reasonably practical, recruit and employ its personnel performing services under this Agreement from among residents of the Village.

## **7.6 Equal Opportunity; No Discrimination**

No person shall be denied employment by Contractor for reasons of race, sex, national origin, creed, age, religion or sexual orientation.

## **7.7 Full Time Employees**

All employees assigned to provide Collection Services in the Village shall be full-time or regular part-time Contractor employees and shall not be subcontractors.

## **7.8 Dismissal**

Contractor shall, upon receipt of a request from the Village Manager specifying cause, immediately exclude any employee of Contractor from providing Collection Services pursuant to this Agreement.

## **8. Collection Vehicles and Equipment**

### **8.1 Quality and Quantity**

Contractor shall have on hand at all times and in good working order such Collection Vehicles, equipment, machinery, tools, accessories, and other items necessary to perform Collection Services under this Agreement (collectively "Collection Equipment"). Collection Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection, recycling, and disposal equipment. All Collection Equipment shall be kept in good repair and appearance and in a sanitary and clean condition at all times.

### **8.2 Collection Vehicles, Equipment Description and Replacement**

All Collection Vehicles and other vehicles used by Contractor to provide Collection Services ("Other Vehicles") shall be equipped with state-of-the-art communication equipment capable of providing direct communication with the Village, including, but not limited to portable cellular telephone devices. All Collection Vehicles and Other Vehicles are to be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters not less than five (5) inches high on each side of the vehicle. All Collection Vehicles and Other Vehicles shall be numbered and a record shall be kept as to the utilization of the vehicle to which each number is assigned. Contractor shall provide like new equipment at start-up and shall maintain all equipment in good repair and condition accordance with the equipment's life expectancy. The Village Manager may require the repair or replacement of equipment as reasonably necessary.

### **8.3 Reserve Collection Equipment**

Contractor shall have available reserve Collection Equipment that can be put into service on the same day of any breakdown. Such reserve Collection Equipment shall correspond in size and capacity to the Collection Equipment regularly used by Contractor to perform the Collection Services.

### **8.4 Advertising**

No advertising or messages shall be permitted on Collection Vehicles with the exception of the logo of the Contractor. Any public service signage shall first be approved by the Village.

## **9. Containers**

### **9.1 General**

Solid Waste, including Garbage, Yard Trash, and other non-bulk trash shall be placed in either a Garbage Container or a disposable garbage bag by Residential Customers.

## **9.2 Handling of Containers**

Garbage Containers shall be handled carefully by Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left upright. Covers on Garbage Containers shall be put securely and properly in place and Garbage Containers returned pursuant to Section 5.1 of this Agreement. In the event of damage caused by Contractor to Garbage Containers, other than normal wear and tear, Contractor shall be responsible for the timely repair or replacement of the Garbage Container within four (4) days of receiving a complaint from the Residential Customer or the Village Manager.

## **9.3 Garbage Containers**

Garbage Containers or disposable garbage bags shall be provided by each Residential Customer. The Village hereby reserves its right to require uniform Garbage Containers for all Residential Customers.

## **9.4 Recycling Containers**

Recycling Containers shall be provided by Contractor consistent with Section 3.3 of this Agreement.

## **9.5 Containers Supplied By Contractor**

In the event the Village requires uniform Garbage Containers for its Residential Customers, Contractor shall assist the Village in the procurement and distribution of such containers, at the Village's sole cost and expense.

## **10. Disposal of Solid Waste**

Contractor hereby represents and warrants to the Village that it shall dispose of the Solid Waste collected pursuant to this Agreement at a Solid Waste Disposal Facility. Contractor shall notify the Village in writing from time to time which Solid Waste Disposal Facility is being used for Solid Waste collected pursuant to this Agreement ("Current Solid Waste Disposal Facility"). Contractor may not utilize a Solid Waste Disposal Facility with a Tipping Fee greater than that currently charged by Miami-Dade County per ton without prior written approval of the Village Manager.

## **11. Compensation to Contractor**

### **11.1 Monthly Residential Fee**

As indicated more specifically on Exhibit "A" ("Rate Schedule"), the Village shall pay Contractor the sum of \$\_\_\_ per month per Residential Customer (the "Monthly Residential Fee") as full compensation for the performance of Regularly Scheduled Residential Collection and Disposal Services, including Garbage Collection twice a week, Yard Trash Collection once a week, Recyclable Materials Collection once a week, and Bulk Trash and White Goods Removal monthly pursuant to the Bulk Trash Schedule. This Rate Schedule is based upon 1300 units. The number of Residential Customers may be adjusted quarterly in accordance with Certificates of Occupancy issued for new Residential Customers.

## **11.2 No Fee for Village Collections/Roll-Off Container**

There shall be no compensation paid Contractor for collections from the roll-off containers or from small containers for Village Collections and Special Events as specified in Section 5.3 of this Agreement that are located at Village owned, occupied or operated property and facilities, including, but not limited to Village Government Facilities.

## **12. Billing**

### **12.1 Residential Billing**

The Village shall be solely responsible for the billing of all Residential Collection Services in order to offset Village's costs hereunder. Contractor shall be responsible for billing of Special Pickups.

### **12.2 Invoices**

Contractor shall submit an invoice to the Village by the 10th of each month for Residential Collection Services rendered during the preceding month. Payments will be made to Contractor by the Village on or before the 20th day of the following calendar month upon verification of the invoice submitted. The total number of Residential Customers served shall be furnished by Contractor to the Village along with each invoice.

### **12.3 Billing Adjustment Procedures**

On the first day of each quarter the number of Residential Customers may be adjusted by the Village, if necessary, to correspond with Collection Services being provided. The Village Manager will notify Contractor verbally, and will confirm in writing within 15 days of any Residential Unit to which Collection Services should be terminated and of any Residential Unit to which Collection Services should be commenced. Collection Services shall commence or terminate as appropriate at the next regularly scheduled pickup after verbal notification.

### **12.4 Cost of Living Adjustments**

Beginning on October 1, 2015 and annually thereafter, Contractor may petition the Village to adjust the collection and hauling component of the rates to reflect the cost of doing business,

measured by the fluctuation in the Consumer Price Index (CPI) (All Urban Consumers, Miami-Fort Lauderdale, Florida) as published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency. The Contractor's request shall contain reasonable proof and justification to support the need for the rate adjustment. The Village may request from the Contractor, and the Contractor shall provide, such further information within its possession as may be reasonably necessary in making its determination. The Village shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the Village. The Village shall make a reasonable determination based upon the documentation provided in reaching its decision. In the event an adjustment is granted, the collection and hauling component shall be adjusted by 100% of the percentage change in the CPI from the previous July to July of the year in which the adjustment is effected (but not to exceed 5% per annum).

### **12.5 Changes in Disposal Charges**

In the event that the disposal charges charged to Contractor at the Current Solid Waste Facility should increase or decrease, the Village Manager, not more frequently than once per Village fiscal year, upon written request from Contractor by October 1<sup>st</sup>, shall adjust the Monthly Residential Fee in accordance with such demonstrated change. The change in Monthly Residential Fee due to disposal adjustments shall not exceed 5% in any calendar year. In order to justify any increase in the Monthly Residential Fees, Contractor shall provide to the Village Manager with the following substantiating evidence:

- a. documentation demonstrating the increase in disposal charges paid for four (4) consecutive months prior to the request for the increase; and
- b. the publication or other evidence announcing the disposal fee increase.

### **12.6 Extraordinary Increases in Cost Adjustment**

The Contractor may petition the Village to adjust Contractor's rates based upon unusual and unanticipated increases in the cost of doing business not caused or occasioned by Contractor, including, but not limited to, a change in law or regulation ("Change in Law"). Any such request shall be supported by full documentation establishing the increase in operating costs and the reasons therefor. The Village shall be entitled to audit the Contractor's financial and operational records directly related to the Contractor's request in order to verify the increase in costs and the reasons therefor.

"Change in Law" means (i) the adoption, promulgation, or modification after the date of this Agreement of any law, regulation, order, statute, ordinance, or rule that was not adopted, promulgated, or modified on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the date of this Agreement, which in the case of either (i) or (ii) establishes requirements materially affecting the Contractor's operation under this Agreement and more burdensome than the requirements that are applicable to Contractor and in effect as of

the date of this Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, state or local entity imposes a fee, charge or tax after the date of this Agreement that applies to Contractor's operations per se, such fee, charge or tax shall be treated as a Change in Law.

The Contractor's request must be made within one hundred twenty (120) days of the occurrence of such unusual change or cost, and shall contain reasonable proof and justification to support the need for the rate adjustment. The Village may request from the Contractor, and the Contractor shall provide, such further information within its possession as may be reasonably necessary in making its determination. The Village shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the Village. The Village shall make a reasonable determination based upon the documentation provided in reaching its decision.

### **12.7 Fuel Costs**

There may be an adjustment in the base rate for Contractor should the cost of fuel increase significantly during the term of this Agreement. The base diesel fuel price per gallon for consideration of such a change is \$3.10 per gallon as per the U.S. Energy Information Administration, and should the cost of diesel fuel rise above that base level by more than 10%, upon the written request of the Contractor and substantiating evidence demonstrating a continuous increase in fuel costs over the past four (4) months, the Village shall adjust the base rate of the Contractor. The first potential adjustment may be requested after the first year of the initial Term of this Agreement or on or after October 1, 2016. The actual methodology to be used to determine the amount of the adjustment in the base rate shall be agreed upon by mutual consent of the Village and the Contractor prior to implementation. Under no circumstances shall this increase in the base rate for fuel costs exceed 7% of the amount of the initial base rate for services provided in the initial Term of this Agreement. Additionally, this increase in the base rate for fuel costs shall not be included in the base rate for any renewal terms of this Agreement as provided in Section 2.

### **13. Ownership of Recyclable Materials**

Contractor shall be the owner of all Recyclable Materials it collects from Residential Customers and may recycle, process or sell the Recyclable Materials, in its discretion. Neither the Village nor the Residential Customers shall be entitled to the proceeds of any sale by Contractor of processed or unprocessed Recyclable Materials.

### **14. Newsletter**

Contractor shall, at Contractor's sole cost, publish an annual Newsletter with prior Village approval providing Residential Customers with information concerning a wide range of solid waste management topics designed to facilitate collection, transportation and disposal of Solid

Waste and Recyclable Materials as well as to produce savings in the performance of Contractor's services.

## **15. Agreement Performance**

### **15.1 Supervision by Village Manager**

Contractor's performance of this Agreement shall be supervised by the Village Manager or his designee. If at any time during the Initial Term or any Renewal Term of this Agreement, performance is considered unsatisfactory to the Village Manager or his designee or in breach of this Agreement, Contractor shall immediately take all steps necessary to cure or remedy the breach and perform this Agreement, including, but not limited to, increasing or improving its work force, tools, and Collection Equipment as needed. The failure of the Village Manager to give such notification shall not be a precondition to the exercise of other rights of the Village under this Agreement nor relieve Contractor of its obligation to perform in the manner specified in this Agreement.

### **15.2 Contractor Performance Disclosure**

Contractor shall furnish the Village Manager any information directly related to this Agreement deemed reasonably necessary by the Village Manager to ascertain whether or not Collection Services are being performed in accordance with the requirements of this Agreement.

### **15.3 Inspection**

The Village Manager or his designee may inspect Contractor's operations and equipment upon reasonable notice to Contractor. Contractor shall permit the Village Manager or his designee to make such inspections at reasonable times and places.

## **16. Complaints and Complaint Resolution/Penalties**

### **16.1 Complaint Line**

Contractor shall maintain a telephone complaint line ("Complaint Line") where complaints can be received from Residential Customers. In the event of a dispute between Contractor and a Residential Customer as to whether an item falls within a particular category of Solid Waste or Prohibited Waste, the situation will be reviewed and resolved by the Village Manager in the reasonable exercise of his/her sole discretion.

### **16.2 Complaint Register**

Contractor shall prepare and maintain, in accordance with a format approved by the Village Manager, a written register of all complaints received, and indicating the disposition of each complaint ("Complaint Register"). The Complaint Register shall be available for inspection by the Village Manager at all times during which the office is open. The Complaint Register shall

indicate, at a minimum, the name and address of the complainant, the date and hour on which the complaint was received, the nature of the complaint, the manner in which the complaint was resolved and action taken to remedy the complaint, and the date and hour on which it was resolved. The Complaint Register shall be submitted to the Village Manager each week.

### **16.3 Response to Complaints**

All complaints shall be resolved by Contractor within 24 hours from the time of Contractor's receipt of a complaint from a Residential Customer or receipt of notice from the Village. When a complaint or Village notice is received on the day preceding a Holiday, or on a weekend, it shall be resolved no later than the next working day.

### **16.4 Disputes**

Unresolved disputes between Contractor and Residential Customers shall be referred to the Village Manager or his designee, whose decision shall be final and binding.

### **16.5 Penalties**

Contractor shall be assessed penalties by the Village for failure of performance in accordance with the Penalty Schedule attached as Exhibit "B", which shall be deducted monthly from payments due Contractor by the Village.

### **16.6 Monthly Meetings**

Contractor shall have a monthly meeting with the Village to discuss services provided.

## **17. Annual Reports**

For purposes of this section, Contractor agrees to utilize the Village's fiscal year as the period for annual reporting. On or before December 1, following each fiscal year, Contractor shall submit to the Village a report ("Annual Report") containing the following information for the previous fiscal year:

- a. Total Solid Waste tonnage collected.
- b. Total Tipping Fees paid to dispose of the Solid Waste.
- c. Gross Billing for all Residential Solid Waste collection, including all Special Pickups, within the Village's Service Area.
- d. Total Recyclable Material collected by category.
- e. Proof that all insurance and bonds required by this Agreement are in effect.

- f. Other information and data as requested by the Village Manager, except information which is properly withheld by Contractor as confidential under Florida law.
- g. Complaint Register.

Contractor shall be assessed penalties for failure to submit the Annual Report on a timely basis, in accordance with the penalty schedule attached as Exhibit "B." The amount of the penalties shall be deducted from payments due Contractor by the Village.

#### **18. Subcontractors**

Contractor shall not employ subcontractors to perform services pursuant to this Agreement without prior written approval of the Village.

#### **19. Performance Bond**

On or before ten (10) days prior to commencement of this Agreement, Contractor shall deliver to the Village Manager an executed Performance Bond, in the amount of one (1) year of the total fees to be collected pursuant to this Agreement, as security for the faithful performance of all requirements and obligations and for the payment of all persons performing labor or furnishing materials under this Agreement. The Performance Bond shall be in form and substance acceptable to the Village and Village Attorney and written and signed by a licensed agent of the State of Florida. The attorney-in-fact or other officer who signs a Performance Bond for a surety company, shall file with such bond a certified copy of his/her power-of-attorney authorizing him/her to do so. The address and telephone number of the local representative of the Surety Company furnishing the performance bond shall be inscribed on the certificate furnished to the Village. The Performance Bond shall be accompanied by an affidavit executed by a qualified officer of the company tendering such bond, or by the attorney-in-fact of such company, setting forth the amount of capital and the amount of surplus held by said surety company as of the last published report. The surety company issuing the Performance Bond shall be subject to approval by the Village. Failure to provide the Performance Bond no later than ten (10) days prior to the commencement date of this Agreement or such alternate date as may be acceptable to the Village Manager by written notice, shall be considered an Event of Default. Posting the Performance Bond shall in no way limit or relieve the Contractor of its obligations and liability for damages pursuant to this Agreement. The Performance Bond shall remain in force for one (1) year from the date of actual completion of the services to protect the Village against losses resulting from latent defects in materials or improper performance of services under the Contract. The Performance Bond shall be renewed and adjusted annually to reflect any increases in amounts paid Contractor and in accordance with the CPI increase.

#### **20. Indemnification**

Contractor shall defend, indemnify and hold the Village, its elected officials, officers, agents, and employees, from and against and assume all liability for any and all claims, suits, actions,

damages, liabilities, losses, expenditures, judgments, orders, decrees, attorneys' fees, costs, investigation expenses or causes of actions of any kind (at all trial and appellate levels), arising out of Contractor's performance or nonperformance under this Agreement, and from all actions of Contractor's employees, agents and personnel in the course of carrying out the Services or any business related to the Agreement, including, but not limited to, any claim for bodily injury or property damage to the premises or property of a Residential Customer or of the Village, and occurring on or in connection with the use of public streets or other roads. This indemnification provision shall also apply to claims arising from the Village's negligence, but shall not apply to claims, losses, expenses or liability arising out of the sole negligence or gross negligence of the Village. Further, Contractor shall defend, indemnify and hold harmless the Village and any Residential Customer from any claim for damages made against Village or Residential Customer as a result of any injury sustained by an employee of Contractor while upon the premises of the Village or Residential Customer, including claims arising from the negligence of the Village or of Residential Customer, but not from claims arising from the intentional wrongful conduct or the sole negligence or gross negligence of the Village or Residential Customer, respectively. This indemnification provision shall survive the termination of this Agreement.

## **21. Insurance**

### **21.1 Insurance Requirements**

Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified herein as satisfactory to Village, naming the Village as an Additional Insured, underwritten by an insurance company rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section and may be increased by the Village as it deems necessary or prudent.

- (a) Commercial General Liability coverage with limits of liability of not less than a \$10,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Premises and/or Operations, and Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the minimum amount of \$10,000,000 each.
- (b) Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the

Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

- (c) Business Automobile Liability with minimum limits of \$10,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- (d) Pollution Liability Insurance with minimum limits of Ten Million Dollars (\$10,000,000) per Occurrence, to include transportation and vehicles, on and off-site liabilities, clean-up costs, bodily injury and property damage, and disposal sites.
- (e) **Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured, no later than ten (10) days after award of this Agreement and prior to the execution of the Agreement by the Village and prior to commencing any Services. Each certificate shall include no less than (30) thirty-day advance written notice to the Village prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to the Agreement and shall state that such insurance is as required by the Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.
- (f) **Additional Insured.** The Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with

respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

(g) **Deductibles**. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

(h) The provisions of this section shall survive termination of the Agreement.

## **22. Events of Default by Contractor**

Each of the following events or conditions shall constitute an "Event of Default" by Contractor for the purposes of this Agreement:

### **22.1 Failure to comply**

Any failure by Contractor to perform or comply with the terms and conditions of this Agreement.

### **22.2 Insolvency or filings against Contractor**

Filing by or against Contractor or the Performance Bond surety of a bankruptcy, receivership, assignment for the benefit of creditors, liquidation, dissolution, composition or reorganization, petition or other insolvency proceeding.

### **22.3 Failure to provide Collection Service**

Failure by Contractor to provide Collection Services for a period of three (3) consecutive days, excluding Sundays, Holidays, and natural disasters.

### **22.4 Complaints**

Complaints constituting verified deviations from Contractor's duties or obligations under this Agreement in any calendar month in excess of 20 per month.

### **22.5 Unresolved Problems**

Not resolving legitimate complaints of missed service within the time frame specified five (5) or more times in any calendar month.

### **22.6 Misrepresentation**

If any representation or warranty furnished by Contractor in this Agreement is found to be false or misleading in any material respect.

**22.7 Inspection refusal**

Refusal of Contractor to allow inspection or review of records.

**22.8 No Annual Report**

Failure to provide the annual report.

**22.9 Failure to Provide Emergency Plan/Emergency Collections**

Failure of Contractor to provide the required Emergency Plan within thirty days of execution of the Agreement and/or failure of the Contractor to cooperate with the Village by providing adequate Emergency Collections during severe weather or emergencies.

**23. Remedies Upon Default By Contractor**

This Agreement may be terminated by the Village if Contractor breaches a material requirement of this Agreement, provided that the Village gives written notice of the breach and ten (10) days for a cure of the breach, except where this Agreement expressly provides otherwise. In such case, the Village may, without recourse to legal process:

- a. Immediately terminate this Agreement by delivery of a written notice of termination to Contractor;
- b. Seek recovery on the Performance Bond;
- c. Exercise all remedies available at law or at equity or other appropriate proceedings, including bringing an action or actions from time to time for recovery of amounts due and owing to the Village, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy, and/or for specific performance.

**24. Termination Rights of Village**

In addition to the remedies identified in Section 23, the Village shall have the right to terminate this Agreement, in its sole discretion, for convenience, at any time, by giving thirty (30) days prior written notice to Contractor. In such event, the Village shall pay to the Contractor compensation for services rendered through the effective date of termination. In no event shall the Village be liable to Contractor for any additional compensation, or for any consequential or incidental expenses, damages, or costs. Contractor recognizes that it shall not have a similar right of termination and acknowledges that other covenants of this Agreement support this provision.

**25. Representations and Warranties of Contractor**

Contractor represents and warrants to the Village as follows:

- a. Certain times during the year, the quantity of Solid Waste to be disposed of is materially increased by the influx of visitors. Contractor agrees that seasonal fluctuation shall not be justification for Contractor to fail to maintain the Regular Schedules or to justify a rate increase.
- b. Contractor has visited and inspected the Village Service Areas and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Services.
- c. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Services. Contractor agrees that it will at all times comply with all requirements of all applicable laws, regulations and permits.
- d. All Solid Waste collected by Contractor under this Agreement shall be disposed of at a duly licensed and permitted Solid Waste Disposal Facility.
- e. Contractor has all requisite power, authority, licenses, permits, and franchises, legal, corporate or otherwise, to execute and deliver and perform its obligations under this Agreement.
- f. Contractor's execution, delivery, and performance of this Agreement has been duly authorized by, or are in accordance with, its organic instruments, this Agreement has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation of the Contractor.
- g. Contractor's execution, delivery, and performance of this Agreement shall not result in a breach or violation of or constitute a default under any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected.
- h. Contractor has not received any notice, nor to the best of its knowledge is there pending or threatening any notice or any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform hereunder.
- i. Contractor has, or will have, under its control at the date of commencement of services under this Agreement, all equipment, machinery, labor, and access to a Solid Waste Disposal Facility necessary to perform under this Agreement.

**26. Compliance with Law**

Contractor shall perform its obligations hereunder in compliance with any and all applicable Federal, State, County and Village laws, rules, and regulations, in accordance with sound safety practices, and in compliance with any and all rules of the Village relative to the services. Contractor shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations hereunder prior to commencement of Collection Service.

**27. Taxes, Liens, and Fees**

At all times during the existence of this Agreement, Contractor shall pay on or before the due date all taxes, fees, and assessments which may be levied upon or in connection with the Services provided pursuant to this Agreement, equipment, or its operation, including but not limited to commercial personal property taxes, sales taxes, and intangible taxes, and Contractor shall pay on or before the due date any other charge of any character which may be imposed by any public authority as an incident to title to, ownership or operation of the equipment. In the event that any lien or encumbrance of any nature relating to Contractor's equipment or the operation or maintenance thereof is filed upon the Village, Contractor shall have 30 days from the date of written notice by the Village to have such lien or encumbrance bonded off or discharged.

**28. Access to Books and Records**

Contractor shall maintain adequate records of all Solid Waste Collection and Recycling Services. The Village Manager shall have the right to audit, inspect, and review all records, including, but not limited to, the Residential Customer list served pursuant to this Agreement, maintained by Contractor upon 48 hours written notice. On a monthly basis, Contractor shall provide to the Village the previous month's volume of Solid Waste and Recyclable Materials collected under this Agreement. Contractor shall provide a copy of the Annual Report of its parent, which includes Contractor, by March 30 of each year. Such Annual Report shall contain an annual audit of Contractor's books and records by a certified public accountant prepared in accordance with generally accepted accounting principles.

The Village or any of its duly authorized representatives shall, until three (3) years after termination of this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Agreement ("Records") for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. The Contractor agrees to include in any subcontractor contracts corresponding provisions for the benefit of Village providing for retention and audit of records. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Agreement and continue until disposition of any mediation, claims, litigation or appeals related to this Project. The Village may cancel and terminate this Agreement immediately for refusal by the Contractor to allow access by the Village Manager or his designee to any Records pertaining to

Services performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

**29. Public Awareness Program**

Contractor annually shall, at its sole cost, assist the Village, within reason, with a Public Awareness Program by distributing door hangers, stickers, flyers, Newsletters or other medium to Residential Customers, as requested by the Village. Additionally, it is Contractor's responsibility to provide information to the Village about those Residential Customers who repeatedly do not prepare or set out their Recyclable Materials or Solid Waste as specified within this Agreement. Contractor shall also distribute to each Residential Customer, within reason, information in a readily available, handy, and convenient form, a Schedule of specific dates for each year of the Term of the Agreement, for Bulk Trash and White Goods collection, including collection sites and other instruction to Residential Customers.

**30. Notices and Changes of Address**

Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

The Village should be addressed as follows:

The Village of Key Biscayne, Florida  
88 West McIntyre Street  
Key Biscayne, Florida 33149  
Attn: Village Manager

With a required copy to:

Stephen J. Helfman, Esq.  
Weiss Serota Helfman Cole & Bierman, P.L.  
2525 Ponce De Leon Boulevard, Suite 700  
Coral Gables, Florida 33134

Contractor should be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a required copy to:

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Any party may designate a change of address by written notice to the other party, received by other party at least ten (10) days before the change of address is to become effective.

**31. No Waiver**

The failure of Contractor or the Village to insist upon the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of either party's rights to thereafter enforce their rights in accordance with this Agreement in the event of a continuing or subsequent default on the part of Contractor or the Village.

**32. Severability**

In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid, void or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement.

**33. Binding Effect**

This Agreement shall be binding upon the parties hereto, their heirs, administrators, successors, and assigns.

**34. Assignment**

Contractor shall not assign, sell, transfer or dispose of the rights or obligations of this Agreement in any manner whatsoever without the express prior written consent of the Village. The Village shall have full discretion to approve or deny, with or without cause, any proposed sale, transfer or assignment by Contractor. Any assignment, sale or transfer of this Agreement made by Contractor without the express written consent of the Village shall be an Event of Default of this Agreement and cause for immediate termination of this Agreement by the Village upon written notice to Contractor. This Agreement shall be deemed immediately terminated as of the date of such notice, and, upon such termination, all liability of the Village under this Agreement to Contractor shall cease, and the Village shall have the right to call the Performance Bond and shall be free to negotiate with any other person or company for Collection Services in the Service Area which is the subject of this Agreement. In the event the Village agrees to an assignment, sale or transfer of the rights or obligations of this Agreement, the assignee shall fully assume all the liabilities and obligations of Contractor under this Agreement.

**35. Complete Agreement**

This Agreement along with the Village of Key Biscayne Solid Waste RFP which selected Contractor, and the proposal submitted by Contractor in response to the RFP, when executed, together with the attached Exhibits, as provided for in this Agreement, shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified or terminated except by writing signed by both parties. Where those terms of the Agreement, the Solid Waste RFP and the proposal submitted by the Contractor conflict, the terms of this Agreement shall prevail. When the terms of the proposal and the RFP conflict, the terms of the proposal shall prevail. The Village Manager is authorized to act on behalf of the Village hereunder.

**36. Independent Parties**

Nothing contained in this Agreement shall be deemed or construed for any purpose to establish, between Village and Contractor, a partnership or joint venture, a principal-agent relationship or any relationship other than independent contractor.

**37. Force Majeure**

The performance of any act by the Village or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any other cause beyond the reasonable control of such party, provided however that the Village shall have the right to provide substitute services from third party contractors or Village forces and in such event the Village shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of seven (7) days, the Village may, at its sole option and discretion, terminate or renegotiate this Agreement.

**38. Time of the Essence**

Time is of the essence with respect to each and every term and condition of this Agreement, and the performance of all Services required pursuant to this Agreement.

**39. Amendment**

The parties hereby irrevocably agree that no attempted amendment, modification, discharge or change of this Agreement shall be valid and effective, unless both parties shall agree in writing to such amendment.

**40. Attorneys Fees; Prevailing Party**

In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law

clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

**41. Gender and Use of Singular and Plural**

All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the party or parties, or their personal representatives, successors, and assigns may require.

**42. Counterparts**

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**43. Headings**

The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement.

**44. Governing Law/Waiver of Jury Trial**

This Agreement shall be construed in accordance with the laws of the State of Florida and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida. Each party hereby knowingly, voluntarily and intentionally waives any right they may have to a trial by jury in respect of any litigation based upon the Agreement or arising out of, under or in connection with any other agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. This provision is a material inducement for the parties entering into this Agreement.

**IN WITNESS WHEREOF**, and intending to be legally bound, the parties hereto subscribe their names to this instrument on the date first above written.

VILLAGE:

The Village of Key Biscayne, a Florida  
municipal corporation

By: \_\_\_\_\_  
John C. Gilbert, Village Manager

ATTEST:

\_\_\_\_\_  
Conchita H. Alvarez, MMC, Village Clerk

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Village Attorney

Witnesses:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT "B"**

**PENALTY SCHEDULE**

<b>VIOLATIONS</b>	<b>PENALTY</b>
a. Failure to collect missed Residential Customers by 8:00 p.m. the same day when given notice before noon, or by 12:00 p.m. the following day when given notice between 12:00 p.m. and 5:00 p.m.	\$25.00 per incident to maximum of \$150.00 per truck per day
b. Over twelve (12) legitimate complaints per month	\$100.00 per incident
c. Collection of Residential Solid Waste and /or Recyclables before 7:00 a.m. or after 4:00 p.m.	\$100.00 per incident
d. Failure to clean spillage	\$100.00 per incident
e. Failure to return container consistent with terms of the Agreement.	\$100.00 per incident
f. Failure to repair damage to Residential Customer property.	\$100.00 per incident
g. Failure to provide documents and reports in a timely manner.	\$100.00 per incident
h. Failure to provide clean, safe, and sanitary equipment.	\$100.00 per incident
i. Not providing schedule and route map	\$100.00 per incident
j. Failure to complete a route on the regular scheduled pick-up day.	\$5,000.00 for each route per day not completed
k. Failure to finish the uncompleted route(s) of the previous day on the next calendar day.	\$1,500 for each failure to complete.
l. Failure to collect on a holiday, except Christmas and Independence Day	\$5,000.00 for each failure
m. Leaving truck overnight in Village	\$5,000.00 for each incident