

TOWN of SHALIMAR

Request for Proposals 2009-01

Residential and Commercial Waste Collection Services Franchise

Proposals will be accepted by mail or delivery at the Shalimar Town Hall, 2 Cherokee Road, Shalimar, Florida 32579. Electronic proposals will be accepted via email to tb@shalimarflorida.org and reception must be confirmed by phone: 850-651-5723.

All proposals must be received NLT 4PM CST April 13, 2009.

Proposals will be initially reviewed at the regular April meeting of the Shalimar Commission scheduled for 6PM at the Shalimar Town Hall on April 14, 2009.

The Commission (Grantor) expects to finalize the award of the Franchise (Grantee) at a special meeting scheduled for 6PM at the Shalimar Town Hall on April 20, 2009. The selected grantee will then execute a franchise agreement with the Town.

Options and variations to the requirements of this RFP will be considered but must include pricing/rate information for each variation.

All questions concerning this request for proposals should be directed to Tom Burns, Town Manager, 850-651-5723, tb@shalimarflorida.org

Proposals should contain detailed pricing information for fulfillment of the following franchise requirements:

1. COLLECTION SERVICES AND OPERATIONS

A. Residential

1. Frequency of collection: Grantee shall, on a regularly scheduled day, pick up from the curbside adjacent to each residence all garbage, rubbish and residential wastes (household garbage) two (2) times per week; collection of yard Trash shall be one (1) time per week; collection of recyclable materials shall be one (1) time per week; collection of Bulk Waste shall be one (1) time per week; collection of White Goods shall be one (1) time per week on days agreed upon by the Grantee and Grantor. However, pickups normally scheduled to be made on a holiday shall be rescheduled for the next regularly scheduled pickup day. The following holidays may be observed by Grantee for purposes of this franchise: New Year's Day, Thanksgiving Day and Christmas Day. The Grantor, at the request of the Grantee or on its own, may extend, suspend or modify these schedules in the event of a natural disaster, health hazard or any other state of emergency requiring such action.

2. Quantity: Grantee shall be required to pick up all garbage and rubbish generated by a residence, provided same is placed in an approved garbage container. Grantee shall also be required to pick up all rubbish and garbage from the curbside of residential premises when properly bagged and placed curbside. Grantee will notify Grantor of continuous habitual abuse for mediation by Grantor.

3. Collections: All collections shall normally be made in residential areas no earlier than 7:00 a.m. and no later than 7:00 p.m., with no service on Sunday, except in declared emergencies. Prescribed collections will be made at all Shalimar residences and street widths and overhanging trees may require special equipment on Sara Dr. and Palm Shores Dr. Grantee shall make collections with a minimum of noise and disturbance and in conformance with the Town's Noise Ordinance. Garbage shall be handled carefully by the Grantee and containers shall be thoroughly emptied and left where they were found at the curbside. All work shall be done in a safe and sanitary manner. All waste spilled by Grantee shall be picked up and removed by Grantee.

4. Special services: Services such as back door collection, below ground collection, removal of any refuse other than garbage or rubbish as defined herein or additional pickups shall be provided on a separate fee basis upon terms agreed to by the Grantee and the customer. Requests for pickups of special materials as defined herein shall be considered as requests for special pickup services. Charges for special services shall not be unreasonable or excessive. Household garbage services shall be provided at the rear or side residence for handicapped and/or disabled persons approved by the Grantor at no extra charge.

5. Waste receptacles:

a.) Garbage shall be placed, for collection, separately from Yard Trash and may be placed in the garbage containers furnished by the Grantee or as agreed upon in the franchise agreement. Plastic bags of at least thirteen (13) gallons and not more than thirty-five (35) gallons securely tied may also be used as long as those bags do not weigh in excess of fifty (50) pounds per container/bundle and are placed next to the approved collection container.

b.) Yard Trash must be processed for pickup as per the franchise agreement – please provide details of requirements in your proposal.

7. Hazardous materials: Grantee shall not be required to collect hazardous materials.

8. Customer restrictions: Grantee shall not be required to collect residential waste when such waste is not generated on the residence served. Grantee shall have the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

B. Commercial

1. Frequency of collection: Grantee may, on a regularly scheduled day, pick up all garbage, rubbish, and wastes. Pickups normally scheduled to be made on an approved holiday shall be rescheduled with notification to the Commercial Establishment.
2. Schedule: Commercial collection shall be on days agreed to by the Grantee and Commercial Establishment. The Grantor, or its designee, is authorized to extend, suspend or modify these schedules in the event of a natural disaster, health hazard or any other state of emergency requiring such action.
3. Quantity: Grantee shall be required to pick up all garbage and rubbish generated by a Commercial Establishment, provided same is placed in a Commercial Container furnished by the Grantee.
4. Collections. All collections shall normally be made at Commercial Establishments no earlier than 7:00 a.m. and no later than 7:00 p.m. Grantee shall make collections with a minimum of noise and disturbance and in conformance with the Town's Noise Ordinance. Waste receptacles shall be handled carefully by the Grantee and shall be thoroughly emptied and left where they were found. All work shall be done in a safe and sanitary manner. All waste spilled by Grantee shall be picked up and removed by Grantee.
5. Special services: For items requiring roll-off service or any special handling, removal of any refuse other than garbage or rubbish as defined herein or additional pickups, all charges are to be negotiated between the Grantee and the customer. Requests for pickups of special materials as defined herein shall be considered as requests for special pickup services. Charges for special services shall not be unreasonable or excessive and shall be subject to the Town's franchise fee.
6. Waste receptacles:
 - a) Garbage and rubbish: Garbage and rubbish shall be placed for collection within a Commercial Container.
 - b) Hazardous and bio-hazardous materials: Grantee shall not be required to collect hazardous or bio-hazardous materials.
 - c) Location of commercial waste for collection: All Commercial Establishments receiving service pursuant to this franchise shall keep waste receptacles, disposal containers and other such items at location(s) approved by the Grantor.
7. Customer restrictions: Grantee shall not be required to collect commercial waste receptacles containing garbage or refuse when such waste is not generated in the Commercial Establishment served. Grantee shall have the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

8. Construction site maintenance:

It is expressly understood that a property owner, builder, construction contractor or other legally constituted firm may enter into separate agreements with any qualified firm, including Grantee.

C. Recycling

Proposals should fully explain recycling operations. Grantee is required to provide curbside recycling to all residential customers. Grantee is not be required to provide multifamily residences that utilize Commercial Containers (unless requested by Grantor) or commercial customers with recycling. Centralized recycling operations in addition to residential curbside collection will be considered. Grantee shall collect recyclable materials within the service area one (1) time per week. The day of collection shall be the same day as one of the regular collection days for solid waste preferably the first collection of the week.

D. Bulk Waste

Bulk items for Single Family Residences and Multifamily Residences will be collected at no additional charge.

E. No Charge Services

1. The Grantee will provide two (2) roll-off containers to the Grantor for Town-sponsored events such as Town-wide cleanups at no cost to the Grantor up to 2 times per year and includes up to 3 disposals per dumpster during each deployment.
2. The Grantee is to provide one 8-yard dumpster, serviced twice per week, at no cost to the Grantor.
3. The Grantee is to provide one handicap capable portable toilet for use at Cherokee Park, serviced at least weekly during the summer months or as frequently as required by the Grantor at no cost to the Grantor.

2. TERM

A. The date for this franchise and the commencement of services to be performed under the terms of the franchise agreement shall be May 1, 2009.

B. This franchise shall continue in effect for a minimum period of one (1) year from the above date and may be renewed annually for up to four (4) additional one-year terms by mutual consent of the franchise holder and the town of Shalimar parties under the same terms, conditions and limitations as contained in the franchise agreement. Unless the franchise holder or the Town notifies, in writing, the other party to the franchise agreement that it does not wish to renew this franchise, and such notification is delivered by United States mail return receipt requested, and posted at least ninety (90) days prior to the expiration of the then-current term, the

franchise will be considered automatically renewed for said additional one-year terms by mutual consent.

C. Variations in the term will be considered if proposed with separate price/rate information.

3. FRANCHISE CONSIDERATION

A franchise fee paid by the Grantee to the Grantor is not a requirement of this franchise, however, if such a fee is proposed, details should be provided.

4. ASSIGNMENT

The franchise rights herein granted to the Grantee shall not be assigned by Grantee except with the express approval of the Grantor, which shall be reflected by a resolution of Grantor. In the event of such an assignment, Grantee shall cause its assigns to execute an Agreement of Acceptance, subject to the approval of the Grantor, evidencing that such assignee accepts the assignment subject to any and all terms, conditions and limitations imposed hereby and which acceptance shall include an affirmative statement evidencing such Grantee's intent to fulfill the obligations imposed by Grantee in contemplation hereof. Notwithstanding the Grantor's approval of such an assignment and assignee's acceptance, Grantee shall guarantee the performance of its assignee and such assignment shall always be

5. CHARGES FOR FAILURE OF PERFORMANCE

A. A schedule of punitive administrative charges to be levied by Grantor and paid by Grantee for various performance failures will be detailed in the franchise agreement.

B. The Grantee agrees to repair all property, public or private, altered or damaged by it, its agents or employees in the performance of its duties herein in as good or better condition as it was before being damaged or altered.

6. RATE CHANGES

The rates set forth in this proposal shall remain in effect for an initial term of one (1) year starting May 1, 2009. Details of any rate change procedures based on the Consumer Price Index (CPI) or other mechanisms should be explained.

7. COMPLIANCE WITH LAWS

Grantee shall conduct operations under this franchise in compliance with all applicable laws. Grantee specifically agrees to be solely responsible for the enforcement, administration and compliance with all applicable provisions of Chapter 403, Part IV, Florida Statutes, and future amendments thereto. Furthermore, Grantee shall be responsible for the necessary promotion and educational activities required to familiarize the general public with the recycling mandates.

8. LIABILITY INSURANCE; HOLD HARMLESS; WORKERS COMPENSATION

Unless otherwise proposed, Grantee shall carry public liability insurance to the extent of Five Million (5,000,000) Dollars for the death of or injury to more than one person or property damage insurance to the extent of Five Hundred Thousand (500,000) Dollars, upon each of the trucks or other vehicles used in carrying out the work called for in this franchise, such insurance expressly to cover both the Grantor and the Grantee. A certificate showing that the Grantee has in force and effect the aforesaid insurance shall be filed with the Grantor within ten (10) days from the execution of the franchise, and yearly thereafter at least thirty (30) days prior to the date of the expiration of said policies or insurance for each year of said franchise. The aforesaid insurance shall be of such form and written by such companies as are approved by the Grantor and also shall contain an advance of the cancellation of the insurance. Said policies of insurance shall name Grantor as additional insured. Grantee shall defend, indemnify and hold harmless Grantor for any and all claims for damages of whatsoever kind or nature arising from or in any manner connected with any activities under this franchise. Grantee shall carry Workers Compensation insurance on all its employees and show proof of insurance and payment of premiums thereon to the Grantor, as requested. All such Workers Compensation policies shall provide for notice by the insurer to the Grantor at least sixty (60) days prior to any termination, revocation or modification thereof.

9. PERFORMANCE BOND

Grantee shall furnish to the Grantor a performance bond, in a form approved by the Grantor, for the faithful performance of this franchise and all of the obligations arising hereunder in the amount of One Hundred Thousand (100,000) Dollars. Said bond shall be executed by a surety company approved by Grantor and licensed to do business in Florida.

Appendix A - DEFINITIONS

Unless otherwise explained, the following terms shall have the following meanings when used in this proposal:

Bulk Waste - bulky materials such as furniture, mattresses, etc. placed at curbside for collection. Debris from remodeling projects including carpet is not considered Bulk Waste.

Commercial Container (dumpsters and 96-gallon carts utilized by commercial establishments) - any portable, nonabsorbent, enclosed container with a close fitting cover, or doors, provided by the Grantee, which is used to store large volumes of refuse. A Commercial Container must be capable of being serviced by mechanical equipment.

Commercial Establishment - any public or private place, building or enterprise devoted in whole or in part to business purposes, whether for profit or not-for-profit. Condominiums, duplexes, triplexes, town homes, apartments, trailer parks, and similar facilities are Commercial Establishments within this definition if a Commercial Container is used.

Commercial Rubbish and Trash - combustibles such as paper, wood and yard trimmings, and non-combustibles such as metal, plastic, glass, stone and dirt.

Commercial Solid Waste - garbage, rubbish and Trash, resulting from the normal activities of establishments utilizing containers of one (1) cubic yard capacity or more.

Construction Debris - waste building materials resulting from construction, remodeling, repair and/or demolition operations.

Consumer Price Index (CPI) - An index of prices used to measure the change in the cost of basic services in comparison with a fixed base period as issued by the U.S. Department of Labor.

Curb Service - a single collection point within five (5) feet of the edge of the road.

Disabled and/or Handicapped Service - household garbage and recycling service at the rear or side of a residence for handicapped and/or disabled persons approved by Grantor for special service.

Disaster Debris - any rubbish or remnants, both combustible and noncombustible, resulting from storms or any emergency condition, requiring special handling and/or equipment for bulk removal of both natural and man-made materials.

Duplex Residence - any attached two-family structure designed or intended for occupancy by two (2) families.

Garbage - every accumulation of waste (animal, vegetable and other matter other than liquid wastes) which is attendant with or results from the storage, preparation, cooking or handling of food materials.

Garbage Cart - the plastic receptacle furnished to the residents by the Grantee with capacities of 96, 64, or 35-gallons.

Grantee – Waste Management Inc. of Florida - Fort Walton Beach District, who is granted this exclusive Franchise and hereby undertakes to perform each and every obligation assigned herein and hereby agreed to.

Grantor - the Town of Shalimar, Florida.

Gross Monthly Dollar Customer Billings - the total monthly invoice amount billed to Shalimar residents for collection and disposal of all residential Trash, garbage, recyclables, Bulk Waste, White Goods and other refuse within the Town limits, including landfill tipping and/or transfer station fees.

Gross Revenue - any and all fees received by Grantee which were generated within the service area pursuant to this Franchise with the exception of those fees associated with storms and other emergencies as defined in Section 27.

Handicapped and/or Disabled Service - household garbage and recycling service at the rear or side of a residence for handicapped and/or disabled persons approved by Grantor for special service.

Hazardous Waste - waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency by or pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law. For purposes of this franchise, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans, and any items containing chlorofluorocarbons or Freon.

Multifamily Residences - multiple dwelling units of four (4) units or more unless serviced as a Single Family Residence at the request of the Grantor.

Occupant or Resident - individuals, children, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations and all other groups or combinations permitted under Florida law.

Plastic Liner - a plastic bag no larger than a thirty-five (35) gallon garbage can of sufficient strength to hold contents securely tied at top and not to exceed fifty (50) pounds when full.

Recyclable Materials - newspaper, glass containers, aluminum and steel cans, plastics and other such materials identified by the Grantee during the term of this Franchise.

Recycling Bin - a receptacle designed for the purpose of curbside collection of recyclable materials. The receptacle shall be one made of plastic that has been provided by the Grantee.

Recycling Service Area - the corporate limits of the Town of Shalimar, Florida as hereafter amended through annexation.

Roll-off Container - any container (open top or enclosed for compacting) used for the collection and storage of construction, demolition debris or garbage rubbish that can be picked up and transported on a specially equipped truck to the disposal site.

Rubbish - non-recyclable solid wastes or refuse, excluding garbage consisting of both combustible and non-combustible Trash.

Single Family Residence - a detached single family structure designed for occupancy by one person or by one family. Each mobile home, trailer, townhouse or shall be deemed a "residence" and each such townhouse/condominium unit shall be deemed a single family structure unless the townhouse/condominium building uses Commercial Containers. Each unit of a residential duplex or triplex shall be deemed a "residence" unless the duplex or triplex uses Commercial Containers.

Solid Waste - sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant or air pollution control facility or garbage, rubbish, refuse, special waste or other discarded material, including solid, liquid, semisolid or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations. Recovered materials as defined in Section 403.703(7), Florida Statutes, are not solid waste.

Special Materials - bulky materials or other special wastes that are not stored in standard storage containers and cannot be picked up by a normally used collection vehicle. Wastes such as building materials, tree limbs, non-containerized Trash piles and any unusually large amount of refuse not suitable for containerization will be picked up as a special service of the Grantee and billed separately to the customer on the basis of labor, truck costs and dumping charges. All fees received by the Grantee for the collection of special material on a special service basis are subject to the Town's franchise fee.

White Goods - large electrical home appliances (refrigerators, washing machines, etc.) that are typically finished in white enamel.

Yard Trash - shrubbery cuttings or clippings, palm fronds, small tree branches (not to exceed four (4) feet in length and six (6) inches in diameter), bushes or shrubs, or other

organic matter generated as refuse in the care of lawns, gardens, hedges, bushes and trees. Tree trimmings and palm fronds should be tied in bundles not exceeding four (4) feet in length, not weighing over fifty (50) pounds and placed at the curb for pick up. Large branches, trees or bulky or non-combustible materials not susceptible to normal loading and collection in "load packer" type sanitation equipment used for regular collections from domestic households and yard Trash generated by commercial companies, including tree-trimmers and yard maintenance companies are not included in this definition.

