



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING AGENDA
VIRTUAL MEETING
Wednesday, August 19, 2020
6:30 P.M.**

Town Hall

Assembly Hall

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. PUBLIC FORUM: Non-Agenda Items Only NOTE:** A three minute time limit applies to all comments from the public on non-agenda items only. If a person wishes to address the Board of Commissioners, please fill out a "Speakers Card" and give it to the Town Clerk prior to the start of the meeting.
- 6. REPORTS**

Public Safety	Commissioner Kornijtschuk
Building/Code	Commissioner Will
Public Works/Parks	Commissioner Steiermann
Finance	Vice Mayor Dorgan
Mayor	
Town Clerk	
Attorney Daigneault	
Boards & Committees	
- 7. CONSENT AGENDA**
 - A. Board Regular Meeting Minutes, August 5, 2020**
 - B. Bill List for Day Ending August 14, 2020**
- 8. UNFINISHED BUSINESS**
 - A. Reconfiguration of Dais**
 - B. 2020-2021 Budget**



9. NEW BUSINESS

- A. Resolution 2020-09 A Resolution of the Board of Commissioners of the Town of Redington Beach, Florida, Entering into an Agreement with Team Engineering, LLC, to Provide NPDES Services and the Completion of the NPDES Annual Report for Cycle Four, Year Three; and Providing for an Effective Date.**
- B. First Amendment to Franchise Agreement for the Collection, Hauling, Recycling, and Disposal of Municipal Solid Waste, and Recyclable Materials from Residential, Commercial, and Industrial Units in the Town of Redington Beach, Florida.**
- C. Discussion: Solid Waste Services RFP**

10. OTHER BUSINESS

11. ADJOURNMENT

Note: The Town of Redington Beach Board of Commissioners meet the First and Third Wednesday of each month beginning at 6:30 p.m.

The Town of Redington Beach Board of Commissioners may take action on any matter during this meeting, including items that are not set forth within this agenda.

Minutes of the Board of Commissioners meeting may be obtained from the Town Clerk's office. The meetings may be recorded. The Minutes are not transcribed verbatim. It is the policy of the Board of Commissioners to make "action minutes" of all meetings

Persons requiring a verbatim transcript of any Town meeting (for purposes of appeal or otherwise) should make arrangements to have a certified Court Reporter, at their own cost and expense, present at the meeting.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. (F.S 286.0105) **Notice Regarding Special Accommodations: (F.S. 286.26)**



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING AGENDA
Wednesday, August 19, 2020
6:30 P.M.**

The Commission meeting for Wednesday, August 19, 2020, is scheduled as planned. However, as we stress public safety and social distancing, the meeting will be held though Zoom virtual meeting.

Through the Zoom meeting, attendees can still hear speakers, ask questions, and otherwise participate in the meeting, (where procedurally appropriate) from the comfort of their home. Attendees do NOT need a camera to participate, all they need is a phone. All materials for the meeting are available on the town's website at: <https://townofredingtonbeach.com/agendas-minutes/>. Click on the current Agenda Packet.

If you would like to speak during public forum, please call or email the clerk at townclerk@townofredingtonbeach.com prior to 3:00 p.m. on August 19th to be included in public forum.

To join Wednesday's virtual meeting at 6:30 p.m. follow the instructions below.

OPTION 1

Join Zoom Meeting by logging into:

<https://us02web.zoom.us/j/85450949857>

Meeting ID: **854 5094 9857**

OPTION 2

**CALL THIS NUMBER AND ENTER
MEETING ID NUMBER BELOW**

1 929 205 6099 US (New York)

1 312 626 6799 US (Chicago)

If you encounter any issues joining the Zoom meeting, please call 727-391-3875. Thank you for your flexibility during this time.

Sincerely,

Mayor and Commissioners
And Town Staff



TOWN OF REDINGTON BEACH, FLORIDA
BOARD REGULAR MEETING MINUTES
VIRTUAL MEETING
Wednesday, August 5, 2020
6:30 p.m.

Having been duly advertised as required by law, the **Regular Meeting** of the Board of Commissioners of the Town of Redington Beach, Florida, was held Virtually on **Wednesday, August 5, 2020, 6:30 p.m.**, in Redington Beach Town Hall at 105 164th Avenue, Redington Beach Florida.

Mayor Simons called the **Regular Virtual Meeting** to order and led the pledge of allegiance.

Roll Call

	Present	Absent
Commissioner Kornijtschuk	X	
Commissioner Steiermann	X	
Commissioner Will	X	
Vice Mayor Dorgan	X	
Mayor Simons	X	
Town Attorney Daigneault	X	
Town Clerk Clarke	X	

Agenda: Mayor Simons requested that 311 160th Terrace be added under New Business, item B. A motion by Commissioner Kornijtschuk and seconded by Commissioner Will to accept the amended agenda. Motion passed with all ayes.

Public Forum: Ian Boyle of Waste Connections spoke to the commission regarding the contract ending on September 30th. Mr. Boyle indicated he would like to keep the relationship with the town. The town attorney will put together a bid package so the town can advertise the request for proposals.

Steve Redman, 16496 Redington Drive addressed the commission regarding the dock ordinance and ask the commission to consider changing it. Mayor Simons asked if Mr. Redman would be willing to meet with him to discuss the matter.

Reports

Public Safety

- Nothing to Report

Building/Code

- Nothing to Report

Public Works/Parks

- The Park Board met on Monday and locked in the dimensions for the new pergola at Friendship Park. Also discussed was the removal of the Australian Pines in Town Park

Finance

- Nothing to Report

Mayor

- Nothing to Report

Town Clerk

- Nothing to Report

Town Attorney

- Nothing to Report

Boards and Committees

- Nothing to Report

CONSENT AGENDA: A motion by Vice Mayor Dorgan and seconded by Commissioner Will to approve the consent agenda as presented. No public comment. Motion passed with all ayes.

UNFINISHED BUSINESS

- A. **Reconfiguration of Dais:** Town clerk asked for a consensus from the commission to move forward with the quote from KHS Fine Furniture in the amount of \$8,100.00. Commissioner Steiermann asked if a quote could be received from Tom Clarke for the dais. Town Clerk will get a quote and send to the commission. Town clerk also requested a consensus to move forward with the ceiling quote from Florida Custom Services in the amount of \$3,190.00. Consensus was to move forward. Town clerk also requested a consensus to move forward with ordering chairs for the audience. The commission agreed that the Hercules Series chairs should be ordered. Town clerk will notify the vendors.
- B. **2020-2021 Budget:** Vice Mayor Dorgan reported that the auditors have been consulted regarding the funding of the stormwater project. Monies can be loaned to the fund or monies can be taken from the capital or general fund to pay for the improvements. The finance committee recommended raising the rates to fund future projects. Mayor Simons had previously recommended having a workshop on raising the rates. Town clerk reported that the only estimate not received for the revenues was the Local Option Gas Tax and if this is not received prior to the next meeting, it will be estimated. The estimated revenue for the Sales and Use Tax in the Capital Fund was received and there is a decrease of 18.25% due to Covid-19. Also, the group insurance was received late today and there was an increase of 8.9%. The stormwater fund has been updated to reflect the grant from the Tampa Bay Estuary Program. These may change as the clerk is waiting to hear back from Lynn Burnett to see if the project will be completed in the fiscal year or if it will carry over to the following fiscal year. The budget should be balanced by the next commission meeting. Town clerk reported that the audit will begin on January 4th and be completed for presentation to the commission at their first meeting in March 2021.
- C. **Park Board Budget:** Town Clerk reported that the park board would like to use the \$20,000.00 allocated for playground equipment to remove the Australian Pines and install a sail shade. The park board is also requesting that \$20,000.00 be added to the 2020-2021 budget for playground equipment. Commissioner Steiermann questioned if the tree removal should be paid out of the town's budget and not the park board budget. It was the consensus of the commission to allow

the park board to use the \$20,000.00 to remove the pines and install the sail shade. Town clerk will schedule both projects.

- D. **Friendship Park Improvement Update:** Commissioner Will reported that the retaining wall is 90% complete and the footers have been poured. The project is moving along nicely.

NEW BUSINESS

- A. **Resolution 2020-08: A Resolution of the Board of Commissioners of the Town of Redington Beach, Florida, Entering into an Agreement with Clifton Larson Allen, for Auditing Services; and Providing for an Effective Date.** Attorney Daigneault read the resolution by title only. A motion by Commissioner Kornijtschuk and seconded by Commissioner Will to approve Resolution 2020-08. No public comment. Motion passed with all ayes by roll call vote.

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtschuk	X		X		
Commissioner Steiermann			X		
Commissioner Will		X	X		
Vice Mayor Dorgan			X		
Mayor Simons			X		

- B. **311 160th Terrace:** Attorney Daigneault asked for a motion for the mayor to execute the settlement agreement for 311 160th Terrace. The town would receive \$35,000.00 from the estate for the code violations. Mayor Simons noted that Attorney Trask stated this was a very fair settlement. A motion by Commissioner Steiermann and seconded by Commissioner Kornijtschuk to have the mayor sign the stipulated settlement agreement on behalf of the town. Motion passed with all ayes.

Other Business

With no further business, a motion was made by Commissioner Kornijtschuk and seconded by Commissioner Steiermann to adjourn. Regular meeting was adjourned at 7:10 p.m.

Adopted: August , 2020

Missy Clarke, CMC, Town Clerk

Date: 08/14/2020

Time: 11:45 am

Page: 1

Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 512 Town Clerk							
101-512-512.230	Group Insurance FLORIDA MUN INSURANCE	2020-08-13	9/1/2020-9/30/2020	0	08/13/2020	08/13/2020	737.88
							737.88
101-512-512.231	Life Insurance FLORIDA MUN INSURANCE	2020-08-13	9/1/2020-9/30/2020	0	08/13/2020	08/13/2020	9.75
							9.75
101-512-512.232	Dental Insurance FLORIDA MUN INSURANCE	2020-08-13	9/1/2020-9/30/2020	0	08/13/2020	08/13/2020	63.75
							63.75
101-512-512.420	Postage CHASE CARD SERVICES	2020-08-05	Postage	0	08/05/2020	08/05/2020	50.00
							50.00
101-512-512.421	Stamps.com CHASE CARD SERVICES	2020-08-01	August Stamps.com	0	08/13/2020	08/13/2020	17.99
							17.99
101-512-512.440	Utilities- Water/EI PINELLAS COUNTY UTILITIE	2020-08-04	6/4/2020-8/4/2020	0	08/04/2020	08/04/2020	178.86
							178.86
101-512-512.510	Office Supplies ADRIANA NIEVES	2020-08-12	Flexible binders	0	08/12/2020	08/12/2020	9.25
	CHASE CARD SERVICES	2020-07-14	UPS Store - Comp Plan	0	07/14/2020	07/14/2020	287.31
	CHASE CARD SERVICES	114-1499975-2773028	Mics and receiver	0	08/03/2020	08/03/2020	252.23
	CHASE CARD SERVICES	2020-08-05 Labels	Blank stamp labels	0	08/05/2020	08/05/2020	63.23
	CHASE CARD SERVICES	RES000151194	Assembly Hall stackable chairs	0	08/06/2020	08/06/2020	1,407.03
	WATER BOY INC	2020-07-311	Drinking Water delivery	0	08/06/2020	08/06/2020	28.90
							2,047.95
101-512-512.515	Office Copier/Les KONICA MINOLTA BUSINESS	267428456	7/1/2020-7/31/2020	0	08/01/2020	08/01/2020	129.13
							129.13
101-512-512.520	Office Copier/Use KONICA MINOLTA BUSINESS	267428456	7/1/2020-7/31/2020	0	08/01/2020	08/01/2020	56.59
							56.59
101-512-512.542	Dues & Subscrip FLORIDA ASSOC OF CITY CI	2020-08-01 34218	8/1/2020-7/31/2021 NIEVES342	0	08/01/2020	08/01/2020	75.00
	FLORIDA ASSOC OF CITY CI	2020-08-01 4286	8/1/2020-7/31/2021 CLARKE42E	0	08/01/2020	08/01/2020	75.00
	TAMPA BAY TELEPHONE	31083	Sep, Oct, Nov 2020	0	08/01/2020	08/01/2020	99.00
							249.00
Total Dept. Town Clerk:							3,540.90
Dept: 513 Finance & Admin							
101-513-513.230	Group Insurance FLORIDA MUN INSURANCE	2020-08-13	9/1/2020-9/30/2020	0	08/13/2020	08/13/2020	745.13
							745.13
101-513-513.231	Life Insurance FLORIDA MUN INSURANCE	2020-08-13	9/1/2020-9/30/2020	0	08/13/2020	08/13/2020	9.75
							9.75
101-513-513.232	Dental Insurance FLORIDA MUN INSURANCE	2020-08-13	9/1/2020-9/30/2020	0	08/13/2020	08/13/2020	31.81
							31.81

INVOICE APPROVAL LIST BY FUND REPORT

Date: 08/14/2020

Time: 11:45 am

Page: 2

Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Total Dept. Finance & Admin:							786.69
Dept: 515 Comprehensive Planning							
101-515-515.310	Planning						
	BRUCE MCLAUGHLIN CONS	2020-08-14	7/31/2020-8/13/2020	0	08/14/2020	08/14/2020	2,281.50
							2,281.50
Total Dept. Comprehensive Planning:							2,281.50
Dept: 521 Law Enforcement							
101-521-521.340	Law Enforcement						
	PINELLAS COUNTY SHERIFF	902847	August 2020 Law Enforcement	0	08/01/2020	08/01/2020	21,899.00
							21,899.00
Total Dept. Law Enforcement:							21,899.00
Dept: 524 Protective Services							
101-524-524.310	Code Enforcement						
	PINELLAS COUNTY SHERIFF	893436	June 2020 Code Enf	0	07/02/2020	07/02/2020	1,673.64
	PINELLAS COUNTY SHERIFF	903130	July 2020 Code Enf.	0	08/06/2020	08/06/2020	2,231.52
							3,905.16
101-524-524.542	Dues & Subscrip						
	KEN BURKE	2020-08-11	Code Enf. Notice to Appear	0	08/11/2020	08/11/2020	150.00
							150.00
Total Dept. Protective Services:							4,055.16
Dept: 539 Department of Public Works							
101-539-539.230	Group Insurance						
	FLORIDA MUN INSURANCE	2020-08-13	9/1/2020-9/30/2020	0	08/13/2020	08/13/2020	1,467.62
							1,467.62
101-539-539.231	Life Insurance - L						
	FLORIDA MUN INSURANCE	2020-08-13	9/1/2020-9/30/2020	0	08/13/2020	08/13/2020	19.50
							19.50
101-539-539.232	Dental Insurance						
	FLORIDA MUN INSURANCE	2020-08-13	9/1/2020-9/30/2020	0	08/13/2020	08/13/2020	136.03
							136.03
Total Dept. Department of Public Works:							1,623.15
Dept: 572 Parks and Recreation							
101-572-572.430	Utilities						
	PINELLAS COUNTY UTILITIE	2020-08-04	6/4/2020-8/4/2020	0	08/04/2020	08/04/2020	738.66
							738.66
101-572-572.462	Maintenance - Gr						
	BEACH HARDWARE	115	yard tools, irrig. parts, misc	0	07/30/2020	07/30/2020	229.04
	HIGHLAND PRODUCTS GRO	310005134	Message board, trash can	0	08/13/2020	08/13/2020	1,099.00
	HOME DEPOT CREDIT SERV	010072/5010859	shop vac, blacktop, oil	0	08/10/2020	08/10/2020	68.84
	HOME DEPOT CREDIT SERV	012273/3041668	Irrig. parts, pesticide, misc	0	08/12/2020	08/12/2020	161.99
							1,558.87
101-572-572.522	Gasoline & Oil						
	CHASE CARD SERVICES		Speedway - Diesel fuel	0	08/13/2020	08/13/2020	20.16
	HOME DEPOT CREDIT SERV	010072/5010859	shop vac, blacktop, oil	0	08/10/2020	08/10/2020	41.64
	WEX BANK	078444	Unleaded	0	07/31/2020	07/31/2020	46.94
	WEX BANK	085464	Unleaded	0	08/06/2020	08/06/2020	33.20
	WEX BANK	090480	Unleaded	0	08/10/2020	08/10/2020	57.69
							199.63
101-572-572.527	Tools & Equipment						
	BEACH HARDWARE	115	yard tools, irrig. parts, misc	0	07/30/2020	07/30/2020	112.08

INVOICE APPROVAL LIST BY FUND REPORT

Date: 08/14/2020

Time: 11:45 am

Page: 3

Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	HOME DEPOT CREDIT SERV	010072/5010859	shop vac, blacktop, oil	0	08/10/2020	08/10/2020	49.97
							162.05
							Total Dept. Parks and Recreation: 2,659.21
							Total Fund General Fund: 36,845.61
Fund: 400 Storm Water							
Dept: 535 Storm Water							
400-535-535.650	Engineering Expe						
CPWG		20073106	2019 NPDES Cycle 4, Yr 1	0	08/10/2020	08/10/2020	7,470.00
							7,470.00
							Total Dept. Storm Water: 7,470.00
							Total Fund Storm Water: 7,470.00
							Grand Total: 44,315.61

8/7/2020
8/13/2020

9394 Willygoat, LLC
9395 Payroll
9396 Payroll
9397 Payroll
9398 Payroll

5,587.99
2,259.26
1,353.33
1,298.99
1,056.33

11,555.90

MAYOR SIMONS

COMMISSIONER WILL

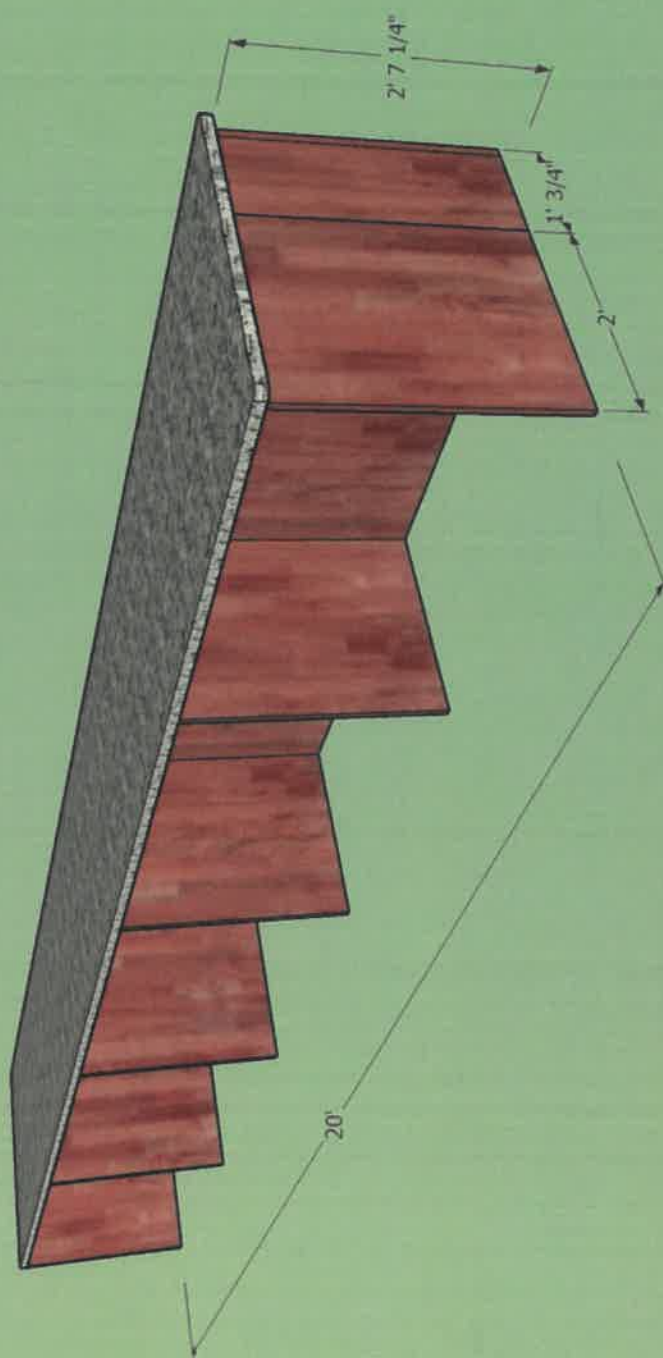
COMMISSIONER KORNIJTSCHUK

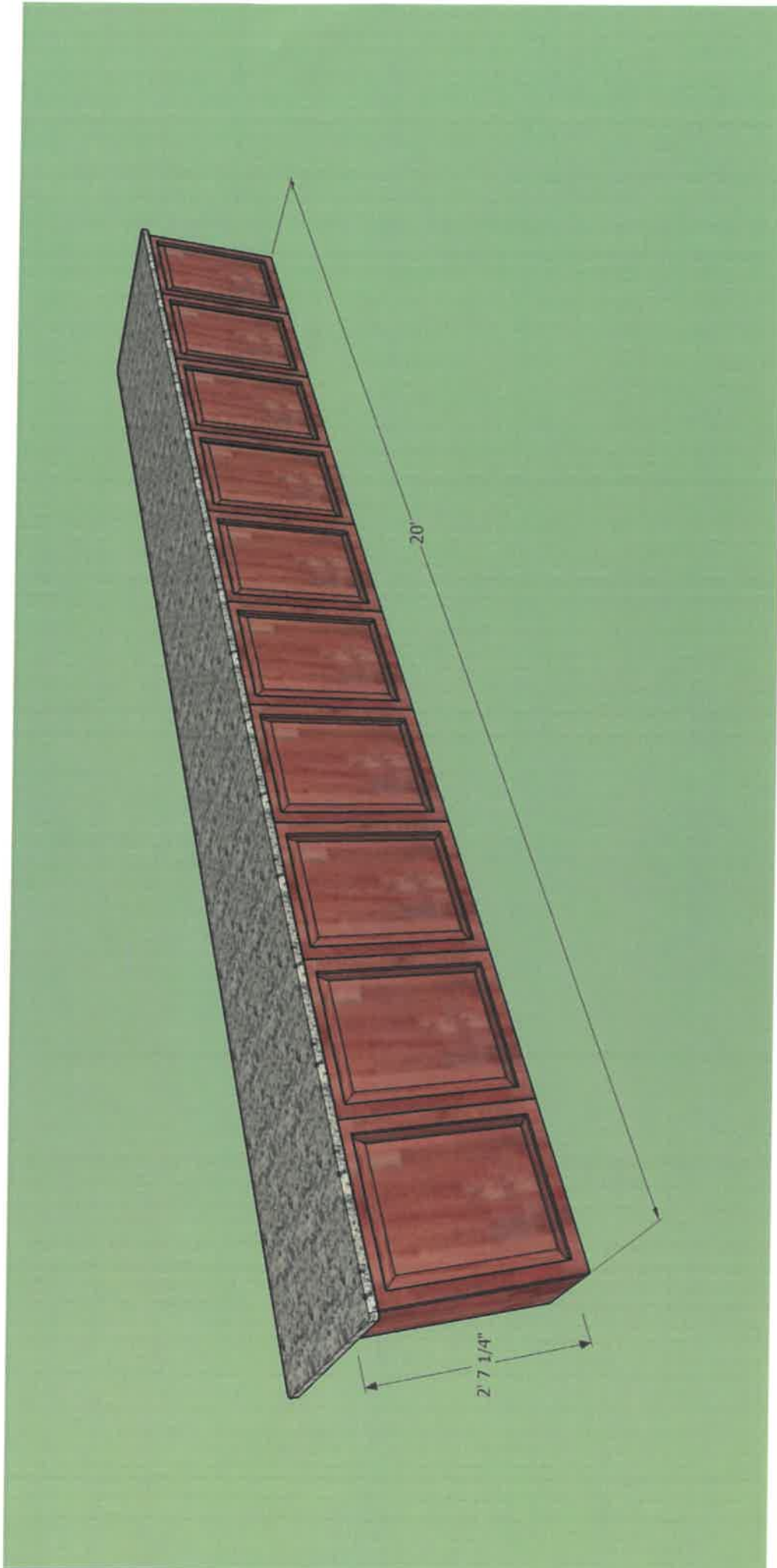
VICE MAYOR DORGAN
ATTEST:

COMMISSIONER STEIERMANN

Regular Meeting of August 19, 2020

Missy Clarke, CMC, Town Clerk





ESTIMATE

Custom Built Dais

Florida Grill Doctor
10839 Seminole Drive North
St. Petersburg, FL 33708
United States

Phone: 727-410-6908
Mobile: 727-410-6908
allaboutgrills.com

BILL TO
Town of Redington Beach
Missy Clarke

townclerk@townofredingtonbeach.com

Estimate Number: 2
Estimate Date: August 14, 2020
Expires On: August 29, 2020
Grand Total (USD): \$9,000.00

Items	Quantity	Price	Amount
Custom Built Dais 20' Dais with ten raised panels All Oak Construction Rich Cherry Wood Finish Two Coats Marine Poly Finish Granite Top Includes two 6' Staff Tables	1	\$9,000.00	\$9,000.00

Total:	\$9,000.00
Grand Total (USD) :	\$9,000.00

ESTIMATE

Custom Built Dais

Florida Grill Doctor
10839 Seminole Drive North
St. Petersburg, FL 33708
United States

Phone: 727-410-6908
Mobile: 727-410-6908
allaboutgrills.com

BILL TO
Town of Redington Beach
Missy Clarke

townclerk@townofredingtonbeach.com

Estimate Number: 1
Estimate Date: August 7, 2020
Expires On: September 7, 2020
Grand Total (USD): \$6,500.00

Items	Quantity	Price	Amount
Custom Built Dais 20' Dais with ten Raised Panels. All Oak Construction. Rich cherry wood finish Two coats Marine Poly Finish Wood Desktop Includes two 6' Staff Tables	1	\$6,500.00	\$6,500.00

Total: \$6,500.00

Grand Total (USD) : \$6,500.00

BUDGET WORKSHEET

Page: 1
8/14/2020
12:23 pm

Town of Redington Beach

	Prior Year Actual	Original Budget	Amended Budget	Current Year Actual Thru August	Estimated Total	(6) Requested	(7) Recommended	(8) Adopted
Month: 8/31/2020								
Fund: 101 - General Fund								
Revenues								
Dept: 000								
311.000 Ad Valorem Taxes	837,316	884,206	884,206	908,023	0	949,408		
312.100 Local Option Gas Tax	20,300	21,500	21,500	12,318	0	20,500		
313.200 City of Clearwater Fran Fee	6,197	5,500	5,500	5,976	0	6,000		
313.900 Utility Propane Tax	984	750	750	956	0	950		
314.100 Progress Energy Utility tax	125,828	112,000	112,000	87,113	0	120,000		
315.000 Communications Services Tax	55,434	55,925	55,925	36,109	0	51,272		
316.000 Business Tax License	1,560	1,500	1,500	1,153	0	1,200		
323.100 Electricity Franchise Fee	133,750	120,000	120,000	87,011	0	125,000		
324.210 Impact Fees	9,984	0	0	2,066	0			
327.000 Variances Permits/Licenses	1,500	1,750	1,750	1,250	0	1,000		
334.300 FDOT Lighting Grant	9,929	9,500	9,500	10,227	0	10,227		
335.120 State Revenue Sharing	28,375	27,037	27,037	21,587	0	27,037		
335.180 Half Cent Sales Tax	97,046	98,628	98,628	61,062	0	82,668		
351.200 Court Fines - Traffic	3,168	3,500	3,500	3,498	0	3,500		
359.900 Other Fine	0	1,500	1,500	2,860	0	1,500		
361.200 Interest Savings Accounts	41,228	30,000	30,000	8,792	0	15,000		
366.000 Contrib. & Dons. (Twin Towers)	1,500	1,000	1,000	905	0	1,000		
367.000 Other Licenses/Permits	480	350	350	150	0	500		
369.900 Other Misc Revenues	3,904	1,000	1,000	7,563	0	1,000		
Dept: 000	1,378,483	1,375,646	1,375,646	1,258,619	0	1,417,762	0	0
Total Revenues	1,378,483	1,375,646	1,375,646	1,258,619	0	1,417,762	0	0
Expenditures								
Dept: 000								
999.992 Transfer Out	48,838	36,710	36,710	0	0	45,581		
Dept: 000	48,838	36,710	36,710	0	0	45,581	0	0
Dept: 511 Legislative								
511.111 Registration	1,450	1,500	1,500	500	0	1,500		
511.120 Salaries and Wages	20,400	20,400	20,400	17,000	0	20,400		
511.400 Travel	10	500	500	0	0	500		
511.410 Boat Parade	800	800	800	800	0	800		
511.820 Donations	500	500	500	0	0	500		
521.210 Fica Match	1,561	1,561	1,561	1,301	0	1,561		
Legislative	24,721	25,261	25,261	19,601	0	25,261	0	0
Dept: 512 Town Clerk								
512.120 Salaries and Wages	67,812	70,860	70,860	59,396	0	72,986		
512.130 Holiday Bonus	500	500	500	500	0	500		
512.220 Pension	6,781	7,086	7,086	5,940	0	7,299		

BUDGET WORKSHEET

Page: 2
8/14/2020
12:23 pm

Town of Redington Beach

	Prior Year Actual	Original Budget	Amended Budget	Current Year Actual Thru August	Estimated Total	(6) Requested	(7) Recommended	(8) Adopted
Month: 8/31/2020								
Fund: 101 - General Fund								
Expenditures								
Dept: 512 Town Clerk								
512.230 Group Insurance	8,350	9,210	9,210	8,117	0	9,584		
512.231 Life Insurance	117	120	120	107	0	117		
512.232 Dental Insurance	367	382	382	701	0	385		
512.240 Worker's Comp Insurance	1,413	1,452	1,452	1,452	0	1,554		
512.260 General Liability Insurance	5,990	6,836	6,836	6,836	0	7,541		
512.265 Property Insurance	4,502	4,899	4,899	4,995	0	5,346		
512.269 Flood Insurance	5,846	7,200	7,200	6,180	0	6,798		
512.310 Professional Services	6,700	0	0	1,079	0	5,000		
512.315 Temporary Services	0	100	100	0	0	500		
512.400 Travel	804	1,000	1,000	302	0	1,000		
512.409 Con Education/Registrations	994	1,500	1,500	75	0	1,500		
512.410 Telephone	2,432	2,400	2,400	2,000	0	2,400		
512.411 Internet Services	1,417	1,560	1,560	1,312	0	1,584		
512.412 Website Services	1,231	1,500	1,500	1,153	0	1,500		
512.415 Technical Assistance	0	1,000	1,000	175	0	750		
512.420 Postage	702	750	750	425	0	750		
512.421 Stamps.com	206	220	220	72	0	220		
512.440 Utilities- Water/Electric	6,683	5,800	5,800	5,426	0	6,000		
512.461 Building Maintenance	4,135	2,000	2,000	10,210	0	10,000		
512.471 Ordinance Codification	244	10,000	10,000	4,854	0	7,500		
512.472 Election Expense	1,482	2,800	2,800	2,738	0	3,000		
512.473 Newsletter	537	1,000	1,000	0	0	500		
512.480 Promotion/Public Relations	2,616	2,500	2,500	2,000	0	2,500		
512.490 Advertising	7,977	7,500	7,500	4,544	0	7,500		
512.510 Office Supplies	2,640	2,500	2,500	2,575	0	2,500		
512.515 Office Copier/Lease	1,579	1,600	1,600	1,162	0	1,600		
512.520 Office Copier/Usage	482	1,000	1,000	337	0	1,000		
512.521 Document Retention & Control	0	500	500	10	0			
512.542 Dues & Subscriptions	1,721	1,000	1,000	1,579	0	1,500		
512.640 Equipment	752	1,000	1,000	746	0	1,000		
521.210 Fica Match	4,159	5,421	5,421	4,021	0	5,584		
Town Clerk	151,171	163,196	163,196	141,019	0	177,498	0	0
Dept: 513 Finance & Admin								
513.120 Salaries and Wages	39,703	40,935	40,935	34,715	0	42,164		
513.130 Finance Holiday Bonus	500	500	500	500	0	500		
513.140 Overtime Pay	0	1,000	1,000	0	0			
513.220 Pension	3,970	4,093	4,093	3,471	0	4,217		

BUDGET WORKSHEET

Page: 3
8/14/2020
12:23 pm

Town of Redington Beach

Month: 8/31/2020	Prior Year Actual	Current Year			Estimated Total	(6)	(7)	(8)
		Original Budget	Amended Budget	Actual Thru August		Requested	Recommended	Adopted
Fund: 101 - General Fund								
Expenditures								
Dept: 513 Finance & Admin								
513.230 Group Insurance	8,350	9,210	9,210	8,174	0	9,584		
513.231 Life Insurance	117	120	120	107	0	117		
513.232 Dental Insurance	367	382	382	350	0	385		
513.240 Worker's Comp Insurance	1,413	1,452	1,452	1,452	0	1,554		
513.310 Professional Fees	0	600	600	0	0	1,000		
513.320 Audit Fee	24,250	25,000	25,000	23,500	0	25,000		
513.415 Fund Balance Support	1,005	1,500	1,500	0	0	1,500		
513.493 Bank Service Charges	250	300	300	225	0	300		
513.495 Janitorial Services	2,250	2,220	2,220	1,446	0	2,340		
521.210 Fica Match	3,037	3,132	3,132	2,648	0	3,226		
Finance & Admin	85,212	90,444	90,444	76,588	0	91,887	0	0
Dept: 514 Legal Counsel								
514.121 Litigation	5,066	35,000	35,000	1,976	0	35,000		
514.124 Town Attorney	27,478	35,000	35,000	18,202	0	35,000		
514.310 Legislative Counsel	26,993	15,000	15,000	2,890	0	15,000		
514.421 Special Magistrate	1,620	5,000	5,000	0	0	2,500		
Legal Counsel	61,157	90,000	90,000	23,068	0	87,500	0	0
Dept: 515 Comprehensive Planning								
515.310 Planning	0	46,000	46,000	16,889	0	45,000		
Comprehensive Planning	0	46,000	46,000	16,889	0	45,000	0	0
Dept: 521 Law Enforcement								
521.340 Law Enforcement Services-Cont	254,844	262,788	262,788	218,990	0	269,748		
521.350 Traffic Enforcement Officer	180	1,500	1,500	0	0	1,500		
521.410 Shared Cost - Phone	0	200	200	0	0	250		
Law Enforcement	255,024	264,488	264,488	218,990	0	271,498	0	0
Dept: 522 Fire Control								
522.340 Fire Department Services	57,302	57,530	57,530	57,531	0	59,717		
522.341 EMS (Seminole)	57,302	57,530	57,530	57,531	0	59,717		
Fire Control	114,604	115,060	115,060	115,062	0	119,434	0	0
Dept: 524 Protective Services								
524.310 Code Enforcement Services	22,452	24,000	24,000	16,829	0	24,000		
524.421 Attorney Fees	2,047	2,500	2,500	1,703	0	2,500		
524.422 Citation Costs/NRB	444	250	250	444	0	500		
524.510 Code Enforcement Supplies	241	100	100	0	0			
Protective Services	25,184	26,850	26,850	18,976	0	27,000	0	0
Dept: 539 Department of Public Works								
521.210 Fica Match	5,591	6,100	6,100	4,369	0	6,283		
539.120 Salaries & Wages	73,922	79,733	79,733	58,023	0	82,125		

BUDGET WORKSHEET

Page: 4
8/14/2020
12:23 pm

Town of Redington Beach

Month: 8/31/2020	Prior Year Actual	Current Year			(6)	(7)	(8)
		Original Budget	Amended Budget	Actual Thru August	Estimated Total	Requested	Recommended Adopted
Fund: 101 - General Fund							
Expenditures							
Dept: 539 Department of Public Works							
539.130 Holiday Bonus - DPW	1,000	1,000	1,000	1,000	0	1,000	
539.200 Temp Help - DPW	0	2,000	2,000	0	0	2,000	
539.220 Pension Expense - DPW	7,392	7,974	7,974	4,058	0	8,213	
539.230 Group Insurance - DPW	16,700	18,412	18,412	16,099	0	19,168	
539.231 Life Insurance - DPW	234	240	240	205	0	234	
539.232 Dental Insurance - DPW	735	764	764	1,498	0	769	
539.233 Vehicle Insurance	1,338	1,377	1,377	689	0	2,051	
539.240 Workers Comp - DPW	2,923	2,905	2,905	2,905	0	3,108	
539.241 Continuing Education	0	500	500	15	0	500	
539.440 P/W Utilities	1,346	1,500	1,500	870	0	1,500	
Department of Public Works	111,181	122,505	122,505	89,731	0	126,951	0
Dept: 540 Transportation							
540.490 Current Obligations	0	0	0	4,792	0		
Transportation	0	0	0	4,792	0	0	0
Dept: 541 Roads & Streets							
541.465 Maintenance - Streets	0	1,000	1,000	120	0	1,000	
541.466 Maint - Signs/Signals	0	5,000	5,000	0	0	5,000	
541.467 Maint - Street Lights	27,554	29,500	29,500	25,072	0	29,500	
541.535 Road Signage	416	1,500	1,500	0	0	1,000	
Roads & Streets	27,970	37,000	37,000	25,192	0	36,500	0
Dept: 571 Libraries							
571.000 Libraries	31,234	31,147	31,147	31,147	0	31,315	
Libraries	31,234	31,147	31,147	31,147	0	31,315	0
Dept: 572 Parks and Recreation							
572.260 General Liability	5,778	6,836	6,836	6,836	0	7,541	
572.265 Property Insurance	4,502	4,899	4,899	4,996	0	5,346	
572.269 Flood Insurance	14,926	15,000	15,000	0	0		
572.340 Landscaping Expense	1,643	8,000	8,000	695	0	8,000	
572.430 Utilities	5,432	6,000	6,000	4,555	0	6,000	
572.460 Maint - Automotive Equipment	1,037	1,500	1,500	6,848	0	1,500	
572.461 Maintenance - Building	416	1,500	1,500	1,474	0	1,500	
572.462 Maintenance - Grounds	8,885	10,000	10,000	4,361	0	10,000	
572.463 Maintenance - Trees	5,856	6,000	6,000	6,083	0	6,000	
572.464 Maintenance - Other	0	500	500	0	0	500	
572.467 Equipment Rental	0	500	500	0	0	500	
572.490 Playground Equipment	0	1,500	1,500	0	0	1,500	
572.510 Maintenance Equipment Repair	3,405	2,000	2,000	2,787	0	2,000	
572.520 Uniforms	203	500	500	253	0	500	

BUDGET WORKSHEET

Page: 5
8/14/2020
12:23 pm

Town of Redington Beach

	Prior Year Actual	Original Budget	Amended Budget	Current Year Actual Thru August	Estimated Total	(6) Requested	(7) Recommended	(8) Adopted
Month: 8/31/2020								
Fund: 101 - General Fund								
Expenditures								
Dept: 572 Parks and Recreation								
572.521 Twin Towers Operating Supplies	390	500	500	182	0	500		
572.522 Gasoline & Oil	4,328	3,500	3,500	1,971	0	3,500		
572.524 Fertilizer & Mulch	2,507	3,000	3,000	3,170	0	3,000		
572.527 Tools & Equipment	1,262	1,000	1,000	1,324	0	1,000		
572.535 Signage	1,240	2,000	2,000	73	0	1,500		
572.599 Swim Buoys	2,396	3,000	3,000	2,575	0	3,000		
Parks and Recreation	64,206	77,735	77,735	48,183	0	63,387	0	0
Dept: 573 Board of Parks & Recreation								
572.439 Holiday Lights	12,871	13,000	13,000	12,515	0	13,000		
572.535 Signage	0	1,500	1,500	0	0	1,500		
573.460 Holiday Lighting Maintenance	0	1,500	1,500	84	0			
573.462 Grounds Maintenance	0	2,500	2,500	1,550	0	2,500		
573.525 Plants/Trees/Shrubs	0	1,500	1,500	0	0	1,500		
Board of Parks & Recreation	12,871	20,000	20,000	14,149	0	18,500	0	0
Dept: 590 Capital Outlay								
590.001 Capital Outlay	5,689	0	0	500	0			
Capital Outlay	5,689	0	0	500	0	0	0	0
Dept: 600 Replacement Reserve								
600.220 2016 F150 Truck	0	3,000	3,000	0	0	3,000		
600.250 Tractor 2016	0	2,000	2,000	0	0	2,000		
600.301 Seawall	0	20,000	20,000	0	0	20,000		
600.401 Bldg Refurbishment - Town Hall	0	122,350	122,350	0	0	122,350		
600.403 Bldg Refurbishment - Pub Works	0	71,200	71,200	0	0	91,800		
600.640 Lawn Mower 2015	0	1,300	1,300	0	0	1,300		
600.820 Park Board Playground Equip	0	10,000	10,000	0	0	10,000		
Replacement Reserve	0	229,850	229,850	0	0	250,450	0	0
Total Expenditures	1,019,062	1,376,246	1,376,246	843,887	0	1,417,762	0	0
General Fund	359,421	-600	-600	414,732	0	0	0	0

BUDGET WORKSHEET

Page: 6
8/14/2020
12:23 pm

Town of Redington Beach

	Prior Year Actual	Original Budget	Current Year Amended Budget	Actual Thru August	Estimated Total	(6) Requested	(7) Recommended	(8) Adopted
Month: 8/31/2020								
Fund: 300 - Capital Accounts								
Revenues								
Dept: 000								
312.600 Sales & Use Tax - One Cent Tax	177,171	188,469	188,469	105,470	0	159,383		
335.122 Sales & Use Tax - 8th Cent	8,707	10,646	10,646	6,409	0	7,719		
337.300 PC Interlocal Agreement Reimb.	799,754	200,000	200,000	113,731	0	50,000		
361.200 Interest Savings Accounts	14,921	10,000	10,000	7,846	0	7,500		
399.000 Transfer In	48,838	36,710	36,710	0	0	45,581		
Dept: 000	1,049,391	445,825	445,825	233,456	0	270,183	0	0
Total Revenues	1,049,391	445,825	445,825	233,456	0	270,183	0	0
Expenditures								
Dept: 539 Department of Public Works								
539.630 Infrastructure	909,592	200,000	200,000	116,246	0	50,000		
Department of Public Works	909,592	200,000	200,000	116,246	0	50,000	0	0
Dept: 590 Capital Outlay								
590.001 Capital Outlay	0	60,000	60,000	5,588	0	20,000		
Capital Outlay	0	60,000	60,000	5,588	0	20,000	0	0
Dept: 600 Replacement Reserve								
600.600 Roads & Streets	0	185,825	185,825	0	0	200,183		
Replacement Reserve	0	185,825	185,825	0	0	200,183	0	0
Total Expenditures	909,592	445,825	445,825	121,834	0	270,183	0	0
Capital Accounts	139,799	0	0	111,622	0	0	0	0

BUDGET WORKSHEET

Town of Redington Beach

Page: 7
8/14/2020
12:23 pm

Month: 8/31/2020	Prior Year Actual	Current Year			Estimated Total	(6)	(7)	(8)
		Original Budget	Amended Budget	Actual Thru August		Requested	Recommended	Adopted
Fund: 400 - Storm Water								
Revenues								
Dept: 000								
312.000 Stormwater Fee Revenue	96,804	94,500	94,500	63,958	0	94,500		
337.300 PC Interlocal Agreement Reimb.	0	0	1	0	0	28,875		
361.200 Interest Savings Accounts	8,531	6,000	6,000	6,159	0	5,000		
399.000 Transfer In	0	0	1	0	0	127,000		
Dept: 000	105,335	100,500	100,502	70,117	0	255,375	0	0
Total Revenues	105,335	100,500	100,502	70,117	0	255,375	0	0
Expenditures								
Dept: 535 Storm Water								
535.340 Street Sweeping	750	1,500	1,500	375	0	1,000		
535.441 Utility Mailing Costs	3,599	3,700	3,700	2,932	0	3,700		
535.468 Maintenance CDS Units	1,025	3,500	3,500	0	0	2,500		
535.540 Clean Drains & Lines	1,500	2,000	2,000	750	0	1,500		
535.548 NPDES Drain Cleaning	1,022	1,500	1,500	1,793	0	2,000		
535.650 Engineering Expense	9,504	10,000	10,000	20,608	0	10,000		
535.800 Storm Drain Replacement	0	0	1	0	0	156,375		
Storm Water	17,400	22,200	22,201	26,458	0	177,075	0	0
Dept: 541 Roads & Streets								
541.468 Maintenance - Storm Drains	959	11,000	11,000	14,769	0			
Roads & Streets	959	11,000	11,000	14,769	0	0	0	0
Dept: 600 Replacement Reserve								
600.500 Stormwater System	0	67,300	67,300	0	0	78,300		
Replacement Reserve	0	67,300	67,300	0	0	78,300	0	0
Total Expenditures	18,359	100,500	100,501	41,227	0	255,375	0	0
Storm Water	86,976	0	1	28,890	0	0	0	0
Grand Total:	586,196	-600	-599	555,244	0	0	0	0

TOWN OF REDINGTON BEACH

Resolution 2020-09

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, ENTERING INTO AN AGREEMENT WITH TEAM ENGINEERING, LLC, TO PROVIDE NPDES SERVICES AND THE COMPLETION OF THE NPDES ANNUAL REPORT FOR CYCLE FOUR, YEAR THREE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town of Redington Beach Town Commission is in need of a completed annual NPDES report; and

WHEREAS, **Team Engineering, LLC**. has submitted a proposal to perform the services for an annual NPDES report for the Town of Redington Beach; at a cost not to exceed \$6,500.00.

WHEREAS, The Town of Redington Beach Commission has met and reviewed the proposal;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA AS FOLLOWS:

Section 1: The Town Commission accepts that Team Engineering, LLC, P.O. Box 560833, Orlando, FL 32586 will provide the services to prepare and submit the NPDES Annual Report for Cycle 4 Year Three to Pinellas County to forward to FDEP prior to the deadline and provide one copy of the Annual Report, CD, and Notebook to the Town. Reimbursement for report preparation, as per terms of the agreement will not exceed \$6,500.00.

Section 2: The Town Commission accepts that Team Engineering, LLC will perform the inspection required in preparation of the NPDES annual report.

Section 3: If the Town is scheduled for an audit with FDEP Inspector, Team Engineering, LLC. personnel will assist for any responses as may be necessary.

Section 4: Town accepts the provisions as outlined in the proposal attached hereto.

Section 5: This Resolution shall become effective upon Town Commission adoption.

PASSED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, IN REGULAR SESSION THIS 19th Day of August, 2020.

Attest:

By: _____
Missy Clarke, CMC, Town Clerk

By: _____
Nick Simons, Mayor

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtshcuk					
Commissioner Steiermann					
Commissioner Will					
Vice Mayor Dorgan					
Mayor Simons					

**TOWN OF REDINGTON BEACH
NPDES CONSULTING SERVICES, 2020-21**

SCOPE OF SERVICES

July 30, 2020

TEAM Engineering, LLC has prepared the following Scope of Services to provide NPDES services to the Town of Redington Beach.

As a Co-Permittee of Pinellas County, the Town operates their NPDES program under FDEP Permit No. FLS000005, Cycle 4. This Scope of Services with budget is presented to the Town for the period of July 1, 2020 to June 30, 2021, which constitutes Year 3 of the NPDES permit.

SCOPE OF SERVICES

Task 1. Assist with NPDES Program Oversight and Reporting

TEAM Engineering will meet with Town staff regularly to coordinate data collection and assist with NPDES requirements. Additionally, TEAM Engineering is available by phone or emails to provide response to questions the Town may have about activities that could be related to NPDES.

At the end of the annual reporting period, TEAM Engineering will prepare a report that documents NPDES related activities performed by the Town throughout Year 3. The signed report will be submitted to FDEP on behalf of the Town.

Task 2. Attend Quarterly Pinellas County Co-Permittee Meetings

Pinellas County holds quarterly meetings for their NPDES Co-Permittees, including the Town of Redington Beach. TEAM Engineer will attend the Pinellas County quarterly meetings and prepare a summary of information presented at the meeting for the Town.

Task 3. Prepare Newsletter Articles

TEAM Engineering will support Town staff with preparing quarterly newsletter articles on NPDES related activities for staff to include in the on-line newsletter to residents. These newsletters support the Town's NPDES requirement for community involvement.

Task 4. NPDES Review of Pollutant Loading to Boca Ciega Bay

In accordance with Year 3 NPDES requirements, TEAM Engineering will review the estimates of pollutant loadings and event mean concentrations that Pinellas County provides for each major stormwater outfall pipe within the Town limits. A summary of pollutant loadings and TMDL Monitoring Results will be included with the Year 3 annual report submittal to FDEP.

Task 5. Support Town Staff with Ordinance Revisions

During Year 2 of the Town's NPDES reporting period, a review of codes and regulations relating to stormwater management by the Town of Redington Beach was performed. TEAM Engineering will support Town staff with preparing revisions to existing Town Codes, if the Code review determined revisions were necessary to comply with NPDES requirements.

SCOPE OF SERVICES QUALIFICATIONS

1. This proposal does not include SWFWMD permitting efforts or permit fees, if required.
2. This proposal does not include legal services or expert testimony on matters relating to this project should it become necessary.
3. This proposal is based on the rules and regulations in effect as of the date of this Scope of Work. Changes in rules, regulations or codes which affect the degree of work identified in this scope shall be quantified and considered additional services to this proposal.
4. TEAM Engineer will rely upon the accuracy of NPDES data provided by the Town.

SCHEDULE

Services outlined above will begin upon acceptance of this proposal by the Town and upon issuance of a Purchase Order.

COMPENSATION SUMMARY and TERMS

This Scope of Services will be billed as a lump sum contract, payable to TEAM Engineering on a monthly percent complete basis. The lump sum fee for Tasks 1 through four outlined in this Scope of Services is \$6,500.00.

If the Town authorizes Task 5 to be performed, the additional lump sum fee for Task 5 is \$1,500.00.

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

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

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

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

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

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

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

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

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

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

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

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

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

Progressive Waste Solutions of Florida, Inc.

Town of Redington Beach, Florida

By: _____

Hon. James N. Simons, Jr.

Print Name: _____

Title: _____

From: Jay Daigneault <Jay@cityattorneys.legal>
Sent: Thursday, August 13, 2020 4:09 PM
To: JSimonsj@Tampabay.rr.com; Missy Clarke
Subject: Solid Waste RFP
Attachments: Redington Beach Solid Waste Services RFP.docx

Mayor, Missy:

I have received from Rob and reviewed a draft RFP for solid waste services. It is attached here. A few notes:

1. The RFP can be drafted so as to ask proposers for a base proposal and an alternative proposal, but no alternatives are desired so they are not included.
2. The draft anticipates the Town will continue with the current arrangement of the residents buying their own garbage cans. It does not ask proposers to pitch the option of standardized cans.
3. The draft code which will be transmitted shortly provides for franchise fees as an option in case a future commission desires it. But, that is not the direction at this time, so franchise fees are not included in the RFP.
4. Please review the draft carefully to ensure either that the current collection system is accurately reflected (ie, number of days, desired days) or that any changes you wish to make are brought to our attention. You can either email me with changes or make them on the Word doc.
5. There are yellow highlights in the various places you need either to insert the desired dates if the ones set forth are undesirable or to add exact info as to current fees and volume numbers.
6. Rob indicated that he suggested the RFP be posted on the free DemandStar platform. Bruce M. indicated it would be posted only on the Town website. My view is that this seems like an unnecessary limitation on competition since it is almost certain the only provider which will know the RFP is even out there would be the incumbent. I recognize the market is limited, but I do suspect at least one or two other providers might wish to submit and, given the overall complexion of this industry (ie, rising costs=rising prices), more competition is a good thing. We are happy to assist with the DemandStar application if that is desired.
7. As noted in the draft, the Town will be issuing a model franchise contract along with this RFP. Rob has begun a draft for my review and we hope to have it done contemporaneously with the approval of the RFP so that both can issue together. If that doesn't occur, we can add the form contract later in the form of an addendum.

Let me or Rob know if you have any questions on the draft.

Jay Daigneault, Esquire



1001 South Fort Harrison Avenue, Suite 201
Clearwater, Florida 33756

☎ Phone: (727) 733-0494, ext. 106



REQUEST FOR PROPOSAL # *
SOLID WASTE AND RECYCLING COLLECTION SERVICES**

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

ISSUE DATE: 08/**/2020
Page 1 of 35

PROCUREMENT CONTACT:

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

**PROPOSALS TO BE RECEIVED
NO LATER THAN 5:00 PM ON
FRIDAY, SEPTEMBER 18, 2020**

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID	
Proposer Name: _____ Address: _____ _____ Phone Number: _____ Fax Number: _____ E-Mail Address: _____ FEIN Number: _____	<u>Pre-Bid meeting location:</u> <u>N/A</u> Proposals are firm for 90- days? Yes ___ No ___ Do you accept credit cards? Yes ___ No ___ RFP Term Deviation Requests attached? Yes ___ No ___ N/A ___ _____

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

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

Authorized Signature

Title (printed or typed)

Printed Name

Date

CHECK LIST OF MINIMUM REQUIRED SUBMITTALS

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

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

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

Authorized Signature

Company

Printed Name and Title

Date

TABLE OF CONTENTS
REQUEST FOR PROPOSAL *** SOLID**
WASTE AND RECYCLING SERVICES

SECTION I	Page No.
Checklist of Required Minimum Submittals	2
Introduction	4
Standard Terms & Conditions	5
Special Conditions	9

SECTION II	Page No.
Background	12
Agency Overview	12
Scope of Work	13

SECTION III	Page No.
RFP Timeline	19
Evaluation Procedure	19
Criteria	20
Selection Process	22

SECTION IV	Page No.
Proposal Forms	24
Reference Form	29
Identical Tie Proposal Form	30
Proposer's Insurance Requirements Acknowledgement Form	31
Non-Collusion Affidavit	33
Vendor Certification Regarding Scrutinized Companies List	34
Location Map – Town Clerk	35

SECTION I

INTRODUCTION & INSTRUCTIONS TO PROPOSERS

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

PROPOSAL DUE DATE & TIME: Monday, September 18th 2020, at 5:00 P.M. Proposal packages shall be mailed or hand-delivered to the Redington Beach Town Hall, attn.: Town Clerk, 105 164th Avenue, Redington Beach, FL 33708. Proposals are to be received NO LATER THAN 5:00 P.M. after which time receipt will officially be closed. Proposals received after the specified time and date will not be accepted. The Town will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Town Clerk will be the official authority for determining late Proposals.

NOTE: Proposals will not be opened on the same date and time as identified above. The proposal opening will be conducted in a public meeting to begin at Tuesday, September 19th 2020 at 10:00 A.M. **Only the NAME of the firms who submitted a response to this Request for Proposal will be read aloud.** The location of the opening will be the Town Hall Conference Room, 105 164th Avenue, Redington Beach, FL 33708.

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

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

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

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

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

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

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

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

STANDARD TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and the like, incurred by the proposer. The Town will not be liable for any costs incurred by the proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

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

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

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

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

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

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

If the contractor has questions regarding the application of Chapter 119 Florida Statutes, to the contractor's duty to provide public records relating

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

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

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

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

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

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

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

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

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

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

Bidder/proposer understands and agrees that the Town may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million

dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

TAX EXEMPTIONS - The Town of Redington Beach is tax exempt. The Town of Redington Beach's tax-exempt number is *****.

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

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

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

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

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

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

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

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

SPECIAL CONDITIONS

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

SECTION II

AGENCY OVERVIEW

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

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

BACKGROUND

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

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

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

Current residential collection service includes the following:

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

Current Multi-dwelling collection service include the following:

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

Current commercial collection service includes the following:

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

Current municipal collection services include the following:

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

The Current Contractor also provides solid waste and recyclable materials collection at ??? public locations and approximately ?? scheduled Town-sponsored community clean up events, at no additional charge.

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

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

YEAR	Solid Waste	Recycle	Yard Waste	Bulky Waste
2016	*****	*****	*****	*****
2017	*****	*****	*****	*****
2018	*****	*****	*****	*****

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

The current residential service rates are as follows:

- The Town residents pay the Service Provider the rate of \$**** per active residential account per month, evaluated once per year and changed based on adjustments to the consumer price index and diesel index in **Attachment 3**.
- Residential customers currently pay the Service Provider \$**** per active account per month. Additional charges can include \$*** for each additional container per month, \$*** delinquent account fee per occurrence, and a \$*** voluntary service start/stop per occurrence. Town rates to residents are approved each year by a fee schedule, the current example being attached at **Attachment 1**.

The current billing process is as follows: [process needs to be verified by Town]

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

The Current solid waste/recycle container process is as follows: [process needs to be verified by Town]

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

SCOPE OF WORK

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

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

A. Minimum Qualifications of Collector

The Town is seeking Collectors with the following experience:

1. A minimum of ten (10) years of experience providing solid waste collection services.
2. Has provided exclusive residential collection service, including solid waste, recyclable materials, yard waste, bulky waste, white goods, electronic waste and tires, to at least two (2) local government jurisdictions, one of which was located in Florida, with a minimum residential population of 4,000 within the past eight (8) years.
3. Has provided exclusive commercial collection service to at least two (2) local governments within the past eight (8) years, one of which was located in Florida.

B. Agreement Term and Franchise Fee

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

C. Residential Service Options

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

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

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

D. Collection Route Schedule and Maps

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

E. Town Facilities Service

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

F. Commercial Service

1. Commercial solid waste collection shall be provided in the most efficient manner not less than once per week and at a greater frequency if required to protect the public health. If collection is more than once per day, the Collector may charge customer for extra collection.
2. Inasmuch as Florida Statutes § 403.7046 and § 403.713 prohibit local governments from restricting the flow of recovered materials for recycling, Collector will not be granted the exclusive right to

collect commercial recyclable materials. The collection, transport, and disposal of certain recovered materials for recycling from commercial establishments and businesses shall be an "open market" and non-exclusive to the Collector.

3. While the Town presently addresses recycling, the Collector shall assist the Town with the development and periodic refinement of its commercial recycling program for commercial establishments and businesses.

G. Multi-Dwelling Service

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

H. Yard Waste Service

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

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

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

J. Construction and Demolition Debris Services

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

K. Hazardous Waste Notifications and Procedures

1. The collection, transportation and disposal of hazardous waste designated by OSHA in accordance with 40 C.F.R. Part 261 *Identification and Listing of Hazardous Waste*, and any materials specified in 40 CFR Part 262 as specifically beyond this scope of work. Collector shall take all reasonable steps necessary to prevent hazardous waste from being collected, transported, or disposed of by Collector, including by educating customers. A Hazardous Waste list found in **Attachment 6**.

2. Collector shall provide a tag for which containers contain hazardous waste and shall keep a record of all residents who have received a tag for depositing hazardous waste items. The tag shall notify the resident where the waste items contained therein may be properly disposed.
3. Collector shall notify all agencies with jurisdiction, including local emergency response providers, and if appropriate, the National Response Center, of reportable quantities of hazardous waste, found or observed by Collector anywhere within the Town, including on, in, under or about Town owned property and Town waste containers. In addition to other required notifications, if Collector observes any substances which it or its employees reasonably believe or suspect to contain hazardous waste unlawfully disposed of or released on Town owned property, including but not limited to streets in the Town, storm drains, or public rights of way, Collector also shall immediately notify the Town.
4. Collector shall not be responsible for collection and disposal services for bio-hazardous waste, biological waste, hazardous waste, sludge, and special waste. However, to the extent qualified and licensed, Collector may contract with persons and entities within the service area, along with other qualified and licensed contractors, to provide for such collection and disposal services. Collector shall directly bill such persons and entities for such services at a rate mutually agreed on between Collector and such persons and entities.

L. Emergency Response

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

M. Containers for Residential Services

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

N. Residential Billing

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

O. Transition Plan

1. Collector shall describe its proposed strategies to ensure a smooth transition from current Service Provider (assuming the Collector proposing is not also the current Service Provider) to the successful Collector.

2. The proposed transition plan is of critical importance to the Town. In the transition plan, Collector must describe the following:
 - i. Proposed transition plan must meet or exceed the current level of service for solid waste and recycling services currently provided.
 - ii. Individual or group of individuals that will oversee the execution of the transition plan.
 - iii. Overall schedule for the transition.

P. Index Price Adjustments

The relative price or market index to be used for CPI adjustments shall be based on the annual Consumer Price Index for All Urban Consumers (SPI-U) for the South Region as published by the Bureau of Labor Statistics, U.S. Department of Labor for the period for changes in which the CPI will be measured from the average of the twelve (12) month period ended March 31, 2021 and every March 31st thereafter, compared to the average of the previous twelve (12) month period.

Q. Value Added Elements

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

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

R. General

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

SECTION III

REQUEST FOR PROPOSAL TIMELINE

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

Proposal Issue Date	08/??/2019
Pre-Proposal Conference	N/A
Deadline for Questions	09/13/2020 at 5 pm
Submission Deadline (RFP close date)	09/18/2020 at 5 pm
RFP Opening Date	09/19/2020 at 10 a.m.
Short List Created	NLT 09/25/2020
Interviews/Presentations, if needed	09/28/2020
Final Selection	09/29/2020
Commission Consideration to negotiate	10/06/2020
Commission Consideration to award	10/13/2020
Contract Award	10/13/2020

EVALUATION PROCEDURE

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

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

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

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

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

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

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

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

CRITERIA

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

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

Title Page: (Non-scored)

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

Tab 1 - Transmittal Letter: (Non-scored)

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

Tab 2 – Completed Forms: (Non-scored)

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

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

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

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

- Provide evidence of a minimum of 10 years' experience providing solid waste collection services;
- Provide evidence of having exclusive residential collection service including solid waste, recyclable materials, yard waste, bulky waste, white goods, electronic waste and tires, to at least two (2) local government jurisdictions, one of which was located in Florida, with a minimum residential population of 4,000 within the past eight (8) years;
- Provide evidence of having exclusive commercial collection service to at least two (2) local governments within the past eight (8) years, one of which was located in Florida.
- Provide a brief discussion about Collector's business history and current purpose/function in the marketplace.
- Indicate specifically the members of the firm who will have primary responsibility for the Town's contract and provide a brief resume for each. Also indicate all key individuals, and their tasks and/or areas of expertise.

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

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

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

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

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

Tab 7- Proposed Cost: (maximum 35 points)

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

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

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

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

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

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

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

Tab 9– References (Non-scored)

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

SELECTION PROCESS

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

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

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

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

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

Final Ranking and Recommendation for Award

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

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

SECTION IV

Pricing Form And Required Documentation

PROPOSAL FORM
RFP NO. *, SOLID WASTE AND RECYCLING SERVICES SHEET 1 OF 5**

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

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

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

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

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

Authorized Signature

Company

Printed Name & Title

Telephone Number

Date

E-mail Address

PROPOSAL FORM
RFP NO. *, SOLID WASTE AND RECYCLING SERVICES SHEET 2 OF 5**

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

RESIDENTIAL – CATEGORY 1

Description of Services	# of Households 'A'	Monthly Fee 'B'	Total Monthly Service Fee 'A' times 'B'
<u>BASE PROPOSAL</u> ▪ Solid Waste Collection 2x/week ▪ Recycling 1x/week ▪ Yard Waste 1x/week ▪ On-Call Bulky Waste, White Goods, Electronic Waste ▪ Tires (4 per year)	41,000	\$	\$

MULTI-DWELLING SERVICE

Description of Services	# of Dwellings 'A'	Monthly Fee 'B'	Total Monthly Service Fee 'A' times 'B'
▪ Solid Waste Collection 2x/week ▪ Recycling 1x/week ▪ Yard Waste 1x/week ▪ On-Call Bulky Waste, White Goods, Electronic Waste ▪ Tires, if necessary	48	\$	\$

Collector Name _____

PROPOSAL FORM
RFP NO. *, SOLID WASTE AND RECYCLING SERVICES SHEET 3 OF 5**

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

COMMERCIAL – FEL Business Container

Description of Services

Monthly Fee

Collector Name _____

PROPOSAL FORM
RFP NO. **, SOLID WASTE AND RECYCLING SERVICES SHEET 4 OF 5**

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

COMMERCIAL – FEL Multi-Family Containers

<u>Description of Services</u>	<u>Monthly Fee</u>
---------------------------------------	---------------------------

COMMERCIAL CART SERVICE

<u>Description of Services</u>	<u>Monthly Fee</u>
---------------------------------------	---------------------------

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

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

ROLLOFF OPEN TOP

<u>Description of Services</u>	<u>Monthly Fee</u>
--------------------------------	--------------------

Authorized Signature

Company

Printed Name & Title

Date

REFERENCES

Provide a minimum of three local government references, for which the collector is currently providing this type of service (or have provided within the last 8 years). One reference must be residential in a Florida Town with at least 4,000 residents. One reference must be commercial reference in the State of Florida.

1. Company Name

Contact Name and Title

Address

Phone Number

E-Mail Address

Length of contract or business relationship: Start Date

End date

Contract Value \$

Description of work provided on this contract

2. Company Name

Contact Name and Title

Address

Phone Number

E-Mail Address

Length of contract or business relationship: Start Date

End date

Contract Value \$

Description of work provided on this contract

3. Company Name

Contact Name and Title

Address

Phone Number

Email:

Length of contract or business relationship: Start Date

End date

Contract Value \$

Description of work provided on this contract

IDENTICAL TIE PROPOSALS

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Authorized Signature

Company

Date

**TOWN OF REDINGTON BEACH
PROPOSER'S INSURANCE REQUIREMENTS ACKNOWLEDGEMENT
RFP ***** , SOLID WASTE AND RECYCLING SERVICES**

STANDARD INSURANCE REQUIREMENTS

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

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

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

Minimum coverage with limits and provisions are as follows:

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



Initial Here

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

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

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

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

Authorized Signature

Company

Printed Name & Title

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
 COUNTY OF _____

_____, being duly sworn, deposes and says that:

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

(Signed) _____

(Title) _____

STATE OF FLORIDA
 COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

 (Signature of Notary Public)

 (Name of Notary, typed, printed or stamped)

 (Notary's Seal) (Serial Number)

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Vendor Name: _____

Vendor FEIN: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Address: _____

City, State and Zip Code: _____

Phone Number: _____

Email Address: _____

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

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

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

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

Authorized Signature

Print Name_____
Signature

Attachment 1 – Current Fee Schedule

[Content to be provided by Town]

Attachment 2 – Current Collection Schedule and Map

[Content to be provided by Town]

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

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

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

Attachment 4 – City Facilities Locations

[Content to be provided by Town]

Attachment 5 – Current Franchise Agreement

[Content to be provided by Town]

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

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

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

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

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

Attachment 7 – Current Commercial & Multi-Dwelling Account Costs

[Content to be provided by Town]

Attachment 8 – Town Franchise Agreement Form

[attach if ready by time RFP is issued, otherwise, post it as an addendum when ready]