



CURBSIDE SOLID WASTE

BID NUMBER: 2025-01

FIRST ADVERTISED DATE: July 16th, 2025

BID OPENING: 4:00 P.M. (EST) August 28th, 2025

Point of Contact:

Shawna Gugliuzza
Town of Callahan, Clerk
PO Box 5016 Callahan, Fl. 32011
Callahan, Fl. 32011
(904) 879-3801
clerk@townofcallahan-fl.gov

BID PACKAGE REQUIREMENTS FOR BID #2025-01

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PLEASE NOTE THAT THE TOWN OF CALLAHAN IS NOT A GUARANTEED MORNING DELIVERY AREA FOR UPS, FEDEX, ETC.

QUESTIONS CONCERNING BID PROCEDURES/PACKAGE:

SHAWNA GUGLIUZZA, TOWN CLERK

PHONE: (904)-879-3801

EMAIL: clerk@townofcallahan-fl.gov

QUESTIONS CONCERNING SPECIFICATIONS:

MICHAEL WILLIAMS, TOWN MANAGER

PHONE: (904) 879-3801

EMAIL: pwd@townofcallahan-fl.gov

BID ACKNOWLEDGEMENT

This letter is to acknowledge we have received Bid #2025-01.

Please return this acknowledgment as soon as possible to:

The Town of Callahan
Shawna Gugliuzza, Town Clerk
P.O. Box 5016
Callahan, Florida 32011

OR

E-mail: clerk@townofcallahan-fl.gov

COMPANY NAME

COMPANY ADDRESS

NAME & TITLE

COMPANY PHONE NUMBER

COMPANY EMAIL ADDRESS

TOWN of CALLAHAN
BID NOTICE
2025-01

Notice is hereby given that the Town of Callahan is accepting sealed proposals for Residential Curbside Solid Waste Collection Services. Request for Proposals (RFP) to be submitted by 3:45 PM on Thursday, August 28th, 2025, to Town of Callahan 542300 US Highway One, Callahan, Florida 32011. (No late submittals will be considered) Submit One original and One copy, proposals may be mailed or dropped off at Town of Callahan 542300 US Highway One, Callahan, FL 32011, prior to the submittal date above. Submittal hours are 8:30 am-4:30 pm EST, except for holidays. The RFP will be opened shortly thereafter and publicly read at the Callahan Town Hall Chambers located at 542300 US Highway One, Callahan, FL 32011.

All RFP's must be securely sealed in an envelope and clearly marked on the outside with the information provided in the Bid Packet.

The Town of Callahan, Town Council, will hear this matter at their meeting on September 2nd, 2025, beginning at 7pm EST. Located at 542300 US Highway One, Callahan Florida, 32011

The Town of Callahan, Town Council reserves the right to reject any or all bids in whole or part and/or to accept or reject any items in the bid and waive any informality.

The Town of Callahan will not be responsible for bids opened before the specified time due to envelopes that are not properly addressed and/or unmarked as instructed in the bid packet.

Bid documents may be obtained by visiting our website at www.townofcallahan-fl or contact Shawna Gugliuzza, Town Clerk @ clerk@townofcallahan-fl.gov

The Town of Callahan is an Equal Employment Opportunity Employer; all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law. Small businesses, including minority, woman and service-disabled veterans are encouraged to participate.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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 to be based.

INSTRUCTIONS TO BIDDERS

PLEASE READ CAREFULLY

1. **Acceptance and Rejection:** The Town of Callahan reserves the right to reject any or all bids in whole or part, to accept or reject any items in the bid, and to waive any informalities and to accept any bid deemed in the best interest of the Town of Callahan.
2. **Taxes:** No taxes shall be included in any bid price. The Town of Callahan is exempt from state and federal sales tax.
3. **Prices:** Unless otherwise specified, all prices shall be firm for the duration of the contract.
4. **Invoices:** Invoicing shall be on monthly basis, invoices at higher prices than the contract price will be held until proper credits have been received. In the event the contractor desires the Town to bill for services a Service Fee of 6% of the Monthly amount will be withheld. Invoicing may be e-mailed to town Clerk @ clerk@townofcallahan-fl.gov or mailed to:
**The Town of Callahan,
P.O. Box 5016
Callahan, Florida 32011**
5. **Specifications:** Any deviations from bid specifications indicated herein must be clearly stated in complete detail. If not, it will be considered that items offered are in strict compliance with specifications provided, and the successful bidder will be held responsible for the deviations.
6. **Long term contracts:** This will be an initial three (3) year contract. Extensions may be granted if in the Town of Callahan's best interest.
7. **Performance:** Efficient service is essential to this contract. Therefore, if determined that the awardee of the bid shall start on October First (1st) 2025, or soon thereafter. **The first MSW pick up will be Monday October 6th, 2025.** If unable to meet this time it will become necessary to make procurement from other bidders. This will be determined by the Town of Callahan.
8. **Insurance:** Certificate of Insurance and/or Workers Compensation must be furnished where applicable. The Town of Callahan must be named as additional insured.
9. **Licenses:** Businesses based in the Florida must furnish a copy of the most recent Occupational license.
10. **Drug-free Work place:** Drug-free Workplace document must be included with the bid.

**REQUEST FOR PROPOSAL
RESIDENTIAL CURBSIDE SOLID WASTE COLLECTION SERVICES**

You are invited to submit a proposal to the Town of Callahan Florida for Residential Curbside Solid Waste Collection Services.

Attached hereto are the general conditions, technical specifications, and submittal format.

The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by a written addendum from the Town of Callahan, Town Clerk. Failure to comply with the written requirements for this RFP may result in disqualification of the submittal by the Town of Callahan.

Submittals are to be sealed, marked with the vendor's name & address, and labeled:

Residential Curbside Solid Waste Collection Services

and delivered to:

Town of Callahan
Shawna Gugliuzza, Town Clerk
542300 US Hwy 1
Callahan, FL 32011

The Town reserves the right to reject any and all submittals, to waive any technicalities or irregularities, and to award contracts based on the best interest of the Town. This Request for Proposals (RFP) along with cost, quality, and other factors will be considered by the Town. Lowest bid alone is not guaranteed to be awarded by the Town

SECTION I. REQUEST FOR PROPOSAL OVERVIEW

1.0 PURPOSE

The Town is issuing this Request for Proposal (RFP) for Residential Curbside Solid Waste Collection Services.

1.1 INFORMATION AND TIME TABLE

The anticipated schedule for the Request for Proposal is as follows:

- Request for Proposal First Available July 21, 2025
- Deadline for Questions August 14, 4pm EST 2025
- Submittal Deadline August 28th, 3:45 pm EST 2025
- Town Council Approval September 2nd 7pm EST 2025

1.2 REQUEST FOR PROPOSAL SUBMISSION

All copies of the complete signed submittal must be received **by the deadline listed in Section 1.1**. Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the Request for Proposal number and title (Residential Curbside Solid Waste Collection Services) to:

Town of Callahan
Shawna Gugliuzza, Town Clerk
542300 US-1
Callahan, FL 32011

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:30 AM and 4:00 PM EST, Monday through Friday, excluding holidays observed by the Town. The office staff takes lunch & closes the office from 12:00 PM – 1:00 PM.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

1.3 CONTACT PERSON AND INQUIRES:

Vendors are encouraged to contact Michael Williams, Town Manager, by e-mail at pwd@townofcallahan-fl.gov or phone at (904) 879-3801 to clarify any part of the Request for Proposal requirements. All questions that arise must be submitted prior to the deadline for questions listed above (see 1.1) and shall be directed to the contact person in writing or via e-mail above

ADDITIONAL INFORMATION / ADDENDA

The Town will issue responses to inquiries and any other corrections or amendments it deems necessary by written addendum issued prior to the due date. Vendors should not reply on any representations, statements, or explanations other than those made in this Request for Proposal or in any addendum to this Request for Proposal. Where there appears to be a conflict between the Request for Proposal and any addenda issued, the last addendum issued will prevail.

Addenda will be emailed out to all that have requested the RFP and posted on the Town's website at www.townofcallahan-fl.gov. Vendors are encouraged to check this site regularly for immediate access to issued addenda. Request for Proposal information can also be requested as stated above in (1.3).

Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements.

1.4 LATE SUBMITTAL, MODIFICATIONS, AND WITHDRAWALS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. The Town assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

1.5 REJECTION OF PROPOSALS

The Town may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure. This is an RFP, and price will be important, but quality of service is paramount. A low bid may not result in being awarded the contract.

Submittals received after said time or at any place other than the time and place as stated in the notice will not be considered.

1.6 NON-COLLUSION AFFIDAVIT

By submitting a response to this Request for Proposal, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

By submitting a proposal, the vendor represents and warrants that no official or employee of the Town has in any manner any interest, directly or indirectly, in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

1.7 TAXES

The Town is tax exempt. The selected vendor will be provided with the State of Florida Sales and Use Tax Certificate of Exemption number upon request.

1.8 VENDOR INFORMATION

All submissions shall include a current W-9. Vendors whose place of business is other than the State of Florida may be required to provide the Town clerk with copies of your States regulations and/or laws concerning the application of certain vendor preference requirements to vendors whose place of business is in the applicable State. Failure to provide this information will result in the disqualification of the vendor from submitting a proposal.

1.9 INSURANCE

The selected vendor will be required to provide proof of liability and workman's compensation insurance before work can begin on this Town's project. The minimum requirements are listed in Section 2.4

1.10 TERMINATION

Town of Callahan has the right to terminate this contract if funding becomes unavailable or unappropriated, in budget. The contract may additionally be terminated with 90 days' written notice by either party.

1.11 ANTI-DISCRIMINATION

By submitting a response to this Request for Proposal, all perspective vendors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended. In every contract of over \$10,000.00, the provisions in 1.13.1 thru 1.13.5.

- 1.13.1 During the performance of this contract the vendor agrees as follows:
- 1.13.2 The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendor. The vendor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 1.13.3 The vendor, in all solicitations or advertisements for employees placed by or on behalf of the vendor, will state that such vendor is an equal opportunity employer.
- 1.13.4 Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 1.13.5 The vendor will include the provisions of the above in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each sub-vendor or vendor.

1.12 FLORIDA SECURITY AND IMMIGRATION COMPLIANCE ACT

Vendors submitting a response to this Request for Proposal must complete the Affidavit under Florida Executive Order 11-116 which is provided with the Request for Proposal package to verify compliance.

- 1.14.1 The form must be signed by an authorized officer of the vendor or their authorized Agent.
- 1.14.2 The form must be notarized.
- 1.14.3 The vendor will be required to have all sub-vendors, who are engaged to complete physical performance of services under the final contract executed between the Town and the vendor, complete the appropriate sub-vendor affidavits and return them to the Town a minimum of five (5) days prior to any work being accomplished by said sub-vendor.

1.13 SUBMISSION REQUIREMENTS

To facilitate evaluation of proposals please submit the following:

- 1.15.1 One (1) fully executable original Request for Proposal (signatures included), and one additional copy
- 1.15.2 The proposals shall be prepared with a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this RFP.

1.14 ACCEPTANCE

Submission of any proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise in the proposal.

1.15 MUNICIPAL GOVERNMENT

The Town operates with a Mayor and five (5) voting member Town Council, and a Town Clerk. It is anticipated that the vendor may be required to make one or more appearances at Town Council meetings to answer questions and present results. The documentation provided in this Request for Proposal is intended to provide a common methodology of development and basic technical skills for proposal purposes.

SECTION 2. SUBMISSION REQUIREMENTS

Purpose: The purpose of this document is to provide information for submitting a proposal to supply the Town with the services contained within.

2.0 HOW TO PREPARE PROPOSALS:

- 2.1 All proposals shall be prepared on the forms enclosed, along with written explanations where applicable.
 - 2.1.1 Typewritten or completed with pen and ink and signed by the Proposers' authorized representative. Each proposal constitutes an offer and may not be withdrawn except as provided herein.
 - 2.1.2 Completed in their entirety containing all information required by the Request for Proposal.
 - 2.1.3 Submitted in a sealed package, plainly marked with the title "**Residential Curbside Solid Waste Collection Services.**" along with the name and address of the Proposer.

- 2.1.4 Mailed or delivered in sufficient time to ensure receipt by the Town on or before the date and time specified. Request for Proposals not received by the time and date specified will not be opened or considered.
- 2.1.5 Contained and organized as described below that shows the name of the Proposer and the title of the Request for Proposal on the front cover. The contents of the proposal shall be identified with eight (8) tabbed sections, as follows:
1. **Proposal Forms:** This section should include the Proposal Pricing Forms.
 2. **Company Information:** This section should contain the name, address, history, and current description of Proposer.
 3. **Financial Information:** This section should contain a copy of the Proposers' Business License, Tax Identification Form W-9, Proof of Insurance, and evidence of bond ability.
 4. **Experience and References:** This section should contain a description of curbside solid waste collection experience. Include at least three (3) references. Each reference must include the number of homes served and a summary of the type and frequency of service.
 5. **Service Proposal:** This section should describe the Proposers approach to each of the required services including: the type of equipment to be used, routing strategy, intended disposal site(s), customer service plan. This should also include details of the proposed method of electronic reporting and communications as well as adjustments to service on holidays.
 6. **Promotion and Education:** This section should include a description of the Proposers' commitment to promoting, educating, and informing residents of program information and any changes in service.
 7. **Alternate Proposals and Exceptions:** This section should contain a list of items from the standard service requirements that the Proposer is not capable of or willing to deliver. This section may also include alternative approaches to the management and service delivery of the Town's solid waste program. Pricing for alternative proposals may also be included in this section.
 8. **Miscellaneous:** This section should contain any additional information that the Proposer would like to present.

2.1 FORMS REQUIRING SIGNATURE

The following forms shall be included in the proposal submission and must be signed by an officer of the Proposer:

2.1.1 **Proposal Pricing Forms:** By signing and submitting the proposal forms the Proposer acknowledges that it understands and accepts, other than those listed as “Exceptions”, all the conditions, requirements, and specifications of this Request for Proposal.

2.1.2 **Non-Collusion Affidavit:** By signing and submitting this affidavit the Proposer declares that its agents, officers, or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

2.2 BONDING REQUIREMENTS

Upon execution of the agreement the Proposer shall have 14 days to provide to the Town a Performance Bond in an amount equal to the annual revenue. The Performance Bond shall be renewed annually.

2.3 INDEMNIFICATION AND HOLD HARMLESS:

The vendor covenants and agrees to take and assume all risk and responsibility for the work rendered in connection with this Agreement. The vendor shall bear all losses and damages directly or indirectly resulting to on account of the performance or character of the work rendered and materials used pursuant to this Agreement. Vendor shall defend, indemnify, and hold harmless the Town, its Officers, Boards, Commissions, Elected Officials, and Appointed Officials, Employees, Servants, Volunteers, and Agents from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind, whatsoever, including, but not limited to, attorney fees and costs of defense, (hereinafter “liabilities”) which may be alleged or result from the work and materials used, the performance of contracted services, or the actions otherwise of the vendor or any sub-vendor or anyone directly or indirectly employed by the vendor or sub-vendor or anyone else for whose acts the vendor or sub-vendor may be liable, regardless of whether or not the actions are caused in part by a party indemnified hereunder. This indemnity obligation does not include liabilities caused by or resulting from the sole negligence of the Town. These obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this provision. Furthermore, in the event of any and all claims against the Town by any employee of the vendor or any sub-vendor or anyone directly or indirectly employed by the vendor or sub-vendor or anyone for whose acts the vendor or sub-vendor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of

damages, compensation or benefits payable by or for the contract or any sub-vendor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Town shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this agreement, or the materials used during the performance of this Agreement.

2.4 GENERAL INSURANCE AND WORKERS' COMPENSATION

2.4.1 Requirements: The vendor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or the materials used by the vendor, its agents, representatives, employees or sub-vendors. All policies shall be subject to approval by the Town's Attorney to form and content.

2.4.2 Minimum Limits of Insurance: The vendor shall maintain insurance policies with coverage and limits no less than:

2.4.2.1 Commercial General Liability of \$1,000,000.00 (one million dollars) per occurrence for bodily and personal injury, sickness, disease, or death, Injury to or destruction of property including loss of use resulting therefrom.

2.4.2.2 Commercial Automobile Liability (owned or hired) \$1,000,000.00 (one million dollars) per occurrence for bodily and personal injury, sickness, disease, or death, injury to or destruction of property, including loss of use resulting therefrom.

2.4.2.3 Workers' Compensation limits as required by the State of Florida and Employers Liability limits of \$1,000,000.00 (one million dollars) per accident or disease.

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers' Compensation	Statutory
Employer Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
(except automotive)	\$2,000,000.00 aggregate
Property Damage	\$1,000,000.00 each occurrence
(except automotive)	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage	\$1,000,000.00 each occurrence
Excess Umbrella Coverage	\$5,000,000.00 each occurrence

2.4.3 Self-Insured Retentions: Any self-insured retentions must be declared to and approved by the Town so that the Town may ensure the financial solvency of the vendor; self-insured retentions should be included on the certificate of insurance.

2.4.4 Other Insurance Provisions: The policy is to contain, be modified or endorsed to contain, the following provisions:

2.4.4.1 General Liability and Automobile Liability Coverage Requirements:

The Town is to be covered as and named as additional insured as respects: liability arising out of activities performed by or on behalf of the vendor; materials used in providing the services the subject of the agreement; products and completed operations of the vendor; premises owned, leased, or used by the vendor; and automobiles owned, leased, hired, or borrowed by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town.

2.4.4.2 The vendor's insurance coverage shall be primary and noncontributing insurance with respect to any other insurance or self- insurance available to the Town. Any insurance or self-insurance maintained by the Town shall be in excess of the vendor's insurance and shall not contribute to it.

2.4.5 Workers Compensation Coverage: The insurer providing Workers Compensation Coverage will waive all rights of subrogation against the Town for losses arising from work performed by the vendor for the Town.

2.4.6 All Coverages.

2.4.6.1 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice (or 10 days if due to non-payment) has been given to the Town. Such prior written notice shall be sent directly to:

Town of Callahan
Shawna Gugliuzza
Town Clerk
542300 US Hwy 1
Callahan, FL 32011

Policies shall have concurrent starting and ending dates.

2.4.7 Acceptability of Insurers: Insurance is to be placed with insurers with a best rating of no less than A.

2.4.8 Verification of Coverage: The vendor shall furnish the Town with certificates of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by the vendor's insurer in its normal course of business and shall be received and approved by the Town prior to execution of this Agreement. The Town reserves the right to require complete, certified copies of all required insurance policies at any time. The vendor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

2.4.9 Claims Made Policies: The vendor shall extend any claims made on insurance policy for no less than six (6) years after termination or final payment under the Agreement, whichever is later.

SECTION 3 - GENERAL CONDITIONS

- 3.1** The successful Proposer will conform to all Federal, State, and Local laws and ordinances regarding solid waste and recyclable collection services.
- 3.2** **Exclusivity:** The successful Proposer will receive the exclusive right to residential solid waste collection services performed within the Town limits for solid waste collection services. Material included in this exclusivity is residential solid waste collection as they have been defined by the State of Florida.
- 3.3** **Independent Vendor:** The vendor hereby covenants and declares that it is an independent business and agrees to perform the work as an independent vendor and not as the agent or employee of the Town. The vendor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the work; hiring of consultants, agents, or employees to complete the work; and the payment of employees, including compliance with Social Security withholding, and all other regulations governing such matters. The vendor agrees to be solely responsible for its own acts and those of its subordinates, employees, and sub-vendors during the life of this Agreement. Any provisions of this Agreement that may appear to give the Town the right to direct vendors to the details of the services to be performed by vendor or to exercise a measure of control over such services will be deemed to mean that vendor shall follow the directions of the Town regarding the results of such services only.

3.4 Contract Term: The initial contracted term of service will begin on October 1, 2025, for three years ending on September 30th, 2028.

3.4.1 It may be extended for additional years upon the mutual written agreement of both parties. Extension will require the approval of Town of Callahan, Town Council. Council.

3.5 Performance Bonds: A Performance Bond with a corporate surety company shall be provided to the City in the amount stated in section 2.2. It shall be executed by a surety company licensed to do business in the State of Florida.

3.6 Prosecution of Work: The vendor will begin work upon receipt and acknowledgement of the “Notice to Proceed” as disseminated by the Town, within ten (10) working days of said notice. The vendor will begin work with adequate labor, equipment, and material to allow for successful completion of the project in the allotted timeframe.

3.7 Coordination of Work: Within ten (10) working days following the “Notice to Proceed”, the vendor will adhere to the assigned schedule or provide a projected collections schedule, to be approved by Town Manager.

3.8 Definitions:

3.8.1 **Residential Dwelling Unit:** Any single home, two-family unit, four-family unit, all condominiums up to four units per building, and all apartment complexes up to ten (ten) units per building. On collection days all refuse containers and items of refuse shall be placed at the Curb. The Vendor will not be required to collect refuse from the inside of the buildings.

3.8.2 **Solid Waste:** All semi-solid and solid waste derived from and during the procurement, storage, processing, cooking, and consumption of food materials of animal, vegetable or synthetic origin which are intended for and are used by residents, for the refreshment or sustenance of human beings or animals. Solid waste shall not include dead animals, animal parts, and household hazardous waste such as wet paint, pesticides, strong clean air agents, tires, auto batteries, and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits, parts of trees, bushes, soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size, dimension, and shape require more than one man for removal.

- 3.9 Licenses, Permits, Etc.:** The vendor covenants and declares that it, as well as its employees, agents and sub-vendors (inclusive of sub-vendor's employees and agents), have obtained and possess all diplomas, certificates, licenses, permits, or the like required of the vendor by any and all national, state, regional, county, local boards, agencies, commissions, committees, or other regulatory bodies in order to perform the work contracted for under this Agreement. All work performed under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.
- 3.10 Exception or Waivers:** No failure by the Town to enforce any right or power granted under this Agreement, or to insist upon strict compliance by vendor with this Agreement, and no custom or practice of the Town at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the Town's right to demand exact and strict compliance by vendor with the terms and conditions of this Agreement.
- 3.11 Holiday Schedule:** No collections shall be required on legal holidays. Each pick-up day of the holiday week after the holiday will be serviced one day late. The vendor shall provide the Town with a list of the holidays recognized by the vendor.
- 3.12 Assignability:** The contract shall not be assignable or transferable by the vendor, nor shall any service be performed by a sub-vendor for the vendor without the prior written consent of the Town.
- 3.13 Complaint Resolution:** Should the vendor miss the collection of any of the services for a customer and fail to resolve the complaint on the same day as reported, then the vendor shall take sole responsibility to ensure that corrective action takes place immediately. Additionally, the vendor shall maintain complaint forms indicating the time and date a complaint or request is received, the nature of the complaint or request, the name and address of the persons making the complaint or request and the disposition of the same.
- 3.14 Force Majeure:** The vendor shall not be liable for failure to perform for reasons beyond its control which may include, but are not limited to, acts of the government, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, unusually severe weather, or other Acts of God.
- 3.15 Emergency Failure to Perform:** In the event of an emergency or failure by the vendor to be able to adequately perform residential waste collection services, the vendor shall notify Town Clerk or Manager. The vendor shall follow the instructions of the Town to ensure the public health, safety, and welfare of the Town.

3.16 Damages: The vendor shall be responsible for all damage or injuries to property of any character, resulting from any act, omission, negligence, or misconduct in the prosecution of the work or resulting from the materials used. When any direct or indirect damage or injury is done to public property by or on account of any act, omission, negligence, or misconduct in the execution of the work, the vendor shall either restore at its own expense such property to a condition similar, or equal to that existing before such damage or injury occurred; or shall make good such damage or injury in a manner acceptable to the owner of the damaged property, and to the owner's representative.

SECTION 4. SCOPE OF SERVICES (BASE BID)

The Town requires residential curbside solid waste collection services for homes contained within its Town limits. The equipment to be used, materials to be collected, service frequencies, and all other requirements are listed below. No demolition or construction debris will be required as a part of this agreement.

4.1 Residential Curbside MSW Garbage Collection: The vendor will be required to provide a cart of not less than ninety-five (95) gallons for each occupied home to be serviced on a weekly basis.

A. Cart Contents: Only Municipal Solid Waste as is defined by the State of Florida may be placed in the container for collection.

B. Cart Placement: Containers must be placed at the curb no later than 7:00 AM on the morning of collection and should be placed as close to the curb as is safely possible without interfering with the flow of traffic.

C. Cart Overflow: The vendor is required to remove additional bags or boxes adjacent to the cart or bin. Maximum number of bags or boxes shall be set by the vendor as part of the approved pricing but shall not be unlimited.

4.2. Bulk Waste : The vendor shall collect and dispose of bulky waste such as items of furniture and appliances, including, but not limited to, stoves, couches, refrigerators, water heaters, and mattresses and shall be collected according to the same collection schedule as other solid waste on a once per week basis but no more than 3 items per household shall be removed per week.

4.3 Curbside Recycling: The vendor shall provide curbside recycling for residential customers with allowable commodities being picked up in containers provided to the customers through the vendor. **(Bi-Weekly on Thursday)** The recycling container shall be distinguishable from the MSW cart. The vendor shall outline what specific items are included in the recycling collection program and where they will be processed.

4.4 Yard Waste: The vendor shall provide curbside yard waste collection for residential customers. **(Weekly on Friday)** All yard waste must be no longer than 4' in length and 4" in width and stacked in bundles and placed neatly curbside. All leaves, brushes and small debris must be bagged and/or containerized and placed curbside. No more than 2 cubic yards of materials shall be collected per residential unit weekly. **Commercially generated yard service debris or land clearing debris are not required to be collected; Vendor may provide this service for addition fee.**

4.5 Commercial: Commercial dumpster, roll-off and cart solid waste collections shall be deemed open market and are not included in this RFP for residential solid waste services. Any commercial entity is allowed to contract with or be serviced by a valid solid waste hauler.

A. Exceptions will be for Town commercial containers, supplied by vendor for Town Hall/ Fire Dept., and Ewing Park. Additionally, containers to be emptied are Wastewater Facility, one front loader and one 40-yard sludge dumpster to be taken to Camden County Land fill.

Attach separate pricing

4.6 MSW Residential Curbside MSW Garbage Collection – The vendor shall provide a cost for the weekly collection of MSW curbside garbage collection. If vendor utilizes side arm vise rear loading, vendor is responsible for refuse left on curb or roadway.

FURTHER REQUIREMENTS AND EXPECTATIONS OF THE TOWN

4.7 Disposal Requirements: All MSW, bulk items (white goods) shall be disposed of at a permitted MSW landfill. The vendor will be responsible for the disposal costs on a monthly basis. Recyclables and inert debris may be disposed/processed at any facility that has been permitted in accordance with applicable laws, rules, and state regulations for the disposal of such items.

4.8 Collection Vehicles: Vendor is to furnish the necessary vehicles for the collection of solid waste. The vehicles must not leak and must be provided with tops or coverings to guard against spillage and shall conceal said contents from view; said vehicles are to be kept covered or always closed except when being loaded or unloaded.

4.9 Customer Service Standards: All complaints received by the vendor or the Town before 1:00 PM shall be resolved by 6:00 PM on the day the complaint is received. All complaints received after 1:00 PM shall be resolved by noon the next day. The vendor shall maintain a daily log of all complaints received and time that complaint was resolved. The vendor shall provide a monthly report to the Town, which will include copies of the daily reports for the prior month.

4.91 Customer Service Center: The vendor will operate and maintain a Customer Service Center with the following minimum standards:

- A. Open between the hours of 8:00 AM and 5:00 PM, Monday through Friday, during such time calls must be answered by a Customer Service Representative.
- B. During all other times calls to the Customer Service Center will be received by an answering service or machine.
- C. The vendor should implement procedures approved by the Town whereby complaints can be received via fax, e-mail, or website.

4.92 Collection Routes/ Dates: The vendor shall further establish routes for the collection of solid waste. **The Town would prefer the vendor to adhere to the current pick-up days outlined in the Pricing Form for continuity with Town residents. Any deviation shall be approved by the Town.**

4.93 Personnel:

- The vendor shall ensure the following regarding personnel:
 - Must have a company shirt or badge to be recognizable as representative of the vendor's company.
 - The vendor must maintain a courteous demeanor when dealing with the residents and businesses of the Town.

4.94 Cleanliness: In the collection of solid waste, the vendor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. The vendor will not be allowed to transfer solid waste from truck to truck in residential areas except where small pick-up trucks are utilized in certain areas of the Town and need to dispose their loads into a larger vehicle. In addition, the vendor will not be allowed to store containers of any kind in common areas or in the Town right-of- way. If an unsightly or unsanitary condition results from an action of the vendor, the vendor shall respond within twenty-four hours of receipt to the satisfaction of the Town.

4.95 Communications and Reporting: Vendor shall provide an internet/e-mail-based system for the communication of all service requests from the Town's customer service representatives to the vendor. All requests shall be tracked, recorded, and reported monthly showing the date, type, and resolution of each request.

- 4.96 Billing & Payments: All invoices will be on a monthly basis.** If vendor elects to have the Town bill for services and remits to vendor, the Town will deduct from Monthly billing a Service Fee of 6%, to cover administrative costs. The Vendor may bill each resident, in lieu of the 6% administrative Service Fee. Vendor must elect how billing will be collected, and billing will remain that way for the term of contract.

SECTION 5 – SUBMISSION FORMS

- 5.1** The following forms must be included with each proposer's submission:
1. Execution of Proposal
 2. Addenda Acknowledgement (If Any)
 3. Florida Security and Compliance Act Affidavit
 4. Non-Collusion Affidavit
 5. Proposal Pricing Forms

EXECUTION OF PROPOSAL

DATE: _____

Therefore, in compliance with the foregoing Request for Proposal, and subject to all terms and conditions thereof, the undersigned offers and agreements, if this proposal is accepted within sixty (30) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Contact Representative

Operational Contact Representative

Vendor's Name

Federal ID #

Address

Phone

Fax

Email

Authorized Signature

Date

Typed Name & Title

ADDENDUM ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposals and the following Addendum, receipt of all of which is hereby acknowledged:

Addendum #

Authorized Representative/Title Print

Authorized Representative/Title Signature

Date

Vendors must acknowledge any issued addendum. Proposals which fail to acknowledge the vendors receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owners requirements.

FLORIDA SECURITY & IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: _____

Contract Number and Name: _____

Date: _____

By executing this affidavit, the undersigned person or entity verifies their compliance with Florida Executive Order 11-116, stating affirmatively that the individual, firm, or corporation which is contracting with the Town of Callahan has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E- Verify, in accordance with the applicable provisions and deadlines established in Florida Executive Order 11-116.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with sub-vendors who present an affidavit to the undersigned with the information required by Florida Executive Order 11-116.

The undersigned person or entity further agrees to maintain records of such compliance and provides a copy of each such verification to the Town at the time the sub- vendor(s) is retained to perform such service.

EEV / E-Verify User Identification Number

Date of Authorization

BY: Authorized Officer or Agent
(Name of Person or Entity)

Date

Title of Authorized Officer

Printed Name of Authorized Officer

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20_____

_____ [NOTARY SEAL]

Notary Public

My Commission Expires: _____

NON-COLLUSION / LOBBYING AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF _____

COUNTY OF _____

Owner, Partner, or Officer of Firm

Company Name, Address, City, and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding. Affiant also states as bidder, that they have not been a party to any collusion with any officer of the Town of Callahan or any of their employees as to quantity, quality, or price in the prospective contract; and that discussions have not taken place between bidders and any office of the Town of Callahan or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

Firm Name

Signature

Title

Subscribed and sworn before me on this ____ day of ____ 2025

Notary Public

CURRENT CUSTOMER COUNT AS OF April 1, 2019

Current Residential Customers: 522 as of July 11, 2025

PROPOSAL PRICING FORM

Proposal for Annual Residential Curbside Collection Services via 95-gallon cart – Town bills customers and collects and pays vendor, or Vendor bills customers directly, **MUST SPECIFY**. Proposal must include pricing for **ALL** categories, **per individual residential unit.**

If bidder desires to adjust price per year for the three-year term, show amount for each year not percentage.

BASE BIDS

MSW Garbage

Monthly rate per residential unit for once per week MSW garbage collection utilizing a hauler-provided 95-gallon cart, senior rate as applicable.

Yr 1\$ _____ Yr 2 \$ _____ Yr 3 _____

Additional Cart

Monthly rate per residential unit for an extra 95-gallon cart to be utilized for MSW garbage collection.

Yr 1\$ _____ Yr 2\$ _____ Yr 3\$ _____

Bulk Waste Picked up on Mondays with MSW or Friday

Monthly rate per residential unit for **weekly** residential curbside bulk item collection (not to exceed two items per week).

Yr 1\$ _____ Yr 2\$ _____ Yr 3\$ _____

Recycling: Thursdays BI-Monthly

Monthly rate per residential unit for **Bi-Weekly** residential curbside recycling collection including hauler-provided storage container.

Yr 1\$ _____ Yr 2\$ _____ Yr 3\$ _____

Yard Waste Weekly on Friday

Monthly rate per residential unit for **Weekly** residential curbside yard waste collection (not to exceed two cubic yards).

Yr 1\$ _____ Yr 2\$ _____ Yr 3\$ _____

Attach Monthly Pricing for 4.5(A) Commercial Containers:

5 to 15 Yard \$ _____

40 Yard \$ _____

Any additional Fees:
