

ADDENDUM #1

July 25, 2018

ITB - Exclusive Residential Recycling Collection

DUE 2:00 pm, August 8, 2018

1. Question:

Page 3 of 12, IIC: Is it the Town's understanding and intent that Indian River County will be purchasing and providing carts to the successful bidder, regardless of which bidder is selected?

Answer: *Yes, the County is intending to provide 3,000 carts whether they purchase them or whether they already have them in inventory. This is based on discussions and the interlocal agreement and Memorandum of Understanding. The County is providing 3,000 carts and we are working on having a staging location so that the carts are reasonably accessible. When the Town has confirmed a location, they will inform the successful vendor.*

The County will not be providing additional carts once the 3,000 initial carts have been distributed. The Franchisee will be responsible for maintenance of all carts, and will be responsible for replacing all carts once the initial 3,000 cart inventory is exhausted.

2. Question:

What happens if the cart gets damaged?

Answer: *The Franchisee will be responsible for maintenance of all carts, and will be responsible for replacing all carts once the initial 3,000 cart inventory is exhausted.*

3. Question:

Who is responsible for cart leakage/spills if it occurs during roll out?

Answer: *The resident/community would be responsible if there is leakage from the cart during roll out. If spillage occurs during roll out it would be the Franchisee's responsibility.*

4. Question:

Exhibit 1, Service Levels: Will premium backdoor service be decided by neighborhood, or will each individual resident be able to choose premium or curbside service?

Answer: *Single family residents will decide what level of service they wish to have. However, for single family residents in gated communities, the level of service will be chosen collectively by residents for one uniform service level for the entire community. In the information provided, they will need to be given a deadline for changing from their current service level. Multi-family residents with Developments/HOAs will have their service level decided by the HOA. Again, a deadline will need to be given to the Development/HOA for determining any change from the current level of service.*

5. Question:

Attachment B, page 3, item F2: Is the Town asking for a daily report of complaints?

Answer: *As stated in Attachment B, page 6, B. Complaint Reporting, monthly reports are to be provided to the Town. However, if a complaint is received by the Town and forwarded to the Franchisee, "Upon*

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resolution of the complaint, Franchisee shall notify the Town within twenty-four hours, by telephone, e-mail or facsimile, of the action taken to resolve the complaint.”

6. Question:

Attachment B, page 3, item E1 and item F2: Item E1 states service is to be performed Mon-Fri. Item F2 states that franchisee must respond to a complaint received after Saturday at 12noon on the next day, suggesting that the complaint should be addressed on Sunday. Could the Town please clarify these items?

Answer: *Article 10, Section 10.0 of the Sample Recycling Collection Contract includes the following paragraph:*

Any legitimate Customer service complaint not resolved by the end of the next business day after notice of same, such complaint shall be deemed to constitute one legitimate complaint for purposes of determining administrative charges pursuant to this Section.

Please see modifications to the ITB below (after Question # 30), for the modification aligning the Sample Recycling Collection Contract and the Scope,

7. Question:

Exhibit 3 and Sample Contract page 9, Indemnification: The two indemnity provisions are not the same. Could the Town please clarify which applies?

Answer: Exhibit 3 has been modified to match the provision in the sample contract. The modified Exhibit 3 is attached.

8. Question:

Sample Contract, page 7, Item 8.2: Why is the Town limiting the annual adjustment to only 75% of the WST index with a 3% cap?

Answer: *This was a Town Council decision, when the Town agreed to change to the WST index. This is consistent with the existing Town solid waste franchise and also with the SWDD’s recycling collection contract.*

9. Question:

Exhibit 1B: The multifamily count totals 1,276 units, yet the estimated number of units stated below this total is 1,600. Could the Town please clarify what makes up the difference between 1,276 total and the 1,600 estimated total?

Answer: *The detailed multi-family data was collected on an ad hoc basis by the Town in an attempt to give a reasonably complete picture of the current level of service. It is not intended to be a complete list. Monthly billing will be based on the 1,600 units and it will be the responsibility of the successful Bidder to confirm the service needs at all multi-family properties whether mentioned explicitly in the RFP or not.*

10. Question:

Please explain the multi-family homes.

Answer: *Multi-family – this new agreement pricing is a departure from the existing pricing. Currently, recycling collection prices are based on number, size and frequency of the container.*

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For this ITB, the Town is asking that the Bidders bid on the number of dwelling units at the property. The addition or subtraction of carts would not have any impact on the Bidders pricing for multi-family for the baseline service.

However, the Town has a number of properties where carts are stored underneath the building, underneath the parking garage, or on an elevated platform that cannot support the weight of a collection vehicle. There is a requirement for that collection vehicle to pull up and then there is a roll-out or retrieval, so the Town is calling the roll-out a premium service for multi-family. The variable premium service is contingent upon the distance of the roll-out. The roll-out fee is on a per container, per occurrence basis.

11. Question:

Are single family residents permitted to have more than one recycling cart? If so, is the franchisee permitted to charge a cart delivery and/or purchase fee and charge for servicing the additional cart(s)? Is there a limit to the number of recycling carts that can be present at each single family residence?

Answer: *Single family residents may request an additional Recyclables Roll Cart to accommodate extra recyclables. As in the County, there will be no charge for the delivery or collection service for one additional Roll Cart for Recyclables. Single family residents will be limited to a maximum of two carts.*

12. Question:

How will multiple carts be addressed in terms of service and delivery fees? The maximum weights for carts also need to be outlined.

Answer: *For single family residents, please see response to Question #11. For multi-family residents, please see Question #10. Weight limits should be addressed in the information provided to residents prior to the start of the new program and should be based on the Recyclables Roll Cart specification.*

13. Question:

The County has stated that the old recycling bins can be kept by residents or placed in the new recycling carts to be processed. Republic Services owns many of the bins so their bins would need to be collected by Republic. Need a timeframe/process for that.

Answer: *The successful Franchisee is required to deliver the recycling carts in October, but they are not to be used before November 1. For those bins owned by Republic, they can be collected on the last recycling collection day in October.*

14. Question:

How will out-of-cart set-outs be handled?

Answer: *The ITB and the contract specify that recyclables must be placed in the recycling container in order to be collected. This information needs to be included in public information (cart hangers, newspaper ads, etc.) by the Franchisee. However, due to the large amounts of cardboard generated in the Town, Exhibit 6, Pricing Form, has been replaced with the new Exhibit 6 (attached), which added a per cubic yard price for collection of large amounts of cardboard and also includes pricing for backdoor/side door service for bulky cardboard.*

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15. Question:

Are multifamily properties permitted to seasonally reduce the number of carts being serviced? Is franchisee permitted to establish a date when roll-out charges will revert to the original number of carts present at the dwelling?

Answer: *Yes, multi-family properties are permitted to seasonally reduce the number of recycling carts being serviced. The successful Franchisee and the Town will negotiate the frequency and the dates for reducing the number and for reverting back to the original number of carts.*

16. Question:

What happens if the house goes into construction? They do renovations every so often. The resident is not living there.

Answer: *The service is still mandatory. The Town does not have a process for refunding fees for a home being vacant for a portion of the year.*

17. Question:

Will the franchisee be paid by the Town and each resident for service for the entire year, even if some residents are seasonal residents?

Answer: *It is mandatory to subscribe to basic recycling collection service year-round. The Town will be paying the County's portion of the fees to the Franchisee on a monthly basis. Currently, residents are billed quarterly by the Franchisee, and the Town assumes that quarterly billing by the Franchisee will continue for the remainder of the fees.*

18. Question:

Will seasonal residents have the ability to cancel premium backdoor service during the time of year when they are not living in the Town?

Answer: *No. It is mandatory to subscribe to basic recycling collection service year-round, and the Franchisee is required to check the containers year-round and to not assume residents are away and don't have recycling to be collected.*

19. Question:

What actions will be taken against accounts flagged for bad debt?

Answer: *There is no existing policy. To date, this has not been an issue.*

20. Question:

Is the franchisee permitted to stop service due to non-payment?

Answer: *This has never been an issue. However, if it does occur, the Franchisee is permitted to stop service provided the Franchisee notifies the Town prior to stopping service.*

21. Question:

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Is the Town requiring RFID readers in the trucks as a service verification tool, as this is a requirement for Indian River County?

Answer: *The Town is requiring RFID readers, as page 3 of the ITB, section III. E, states that “the Franchisee will be required to record the RFID number, the cart serial number and the assigned address for each cart.” This requirement is repeated on page 1 of Attachment B, in section II. A. 4. The Town is not determining the type of reader, as long as this requirement can be met. Also, the Town is not requiring RFID readers in the collection vehicles nor any type of ongoing reporting based on the RFID tags. However, the successful Bidder may unilaterally choose to integrate use of the RFID tags for customer management.*

22. Question:

Will the Town assist in working with individual neighborhoods to trim any low hanging tree branches that may present a safety hazard for access into or within neighborhoods?

Answer: *This is not currently a problem. It is expected that this could be discussed during negotiations with the successful Franchisee. If the successful Franchisee encounters a low hanging tree branch that is presenting an access or safety problem, the successful Franchisee shall notify the Town and the Town will follow up with the HOA to address the issue.*

23. Question:

Has anything been sent to the residents regarding the recycling being mandatory?

Answer: *Nothing other than the Town news alert. The successful Franchisee will be required to provide information on the new cart-based recycling collection. Attachment B, Scope of Services, II. A. 4 states, “Franchisee will also be responsible for distributing information on the new cart-based recycling collection. The Franchisee and Town will collaborate on informational material.” Information on the recycling collection being mandatory should be included in this information.*

24. Question:

Please provide a copy of the Town’s current solid waste, recycling, and yard waste collection franchise agreement, including the residential and multifamily recycling extension agreement and current pricing for each individual service of garbage, recycling, and yard waste.

Answer: *These are attached.*

25. Question:

Will bids be opened and prices read aloud at the Wednesday, August 8, 2018, 2:00 p.m. bid due date?

Answer: *Yes, prices will be read aloud. (However, it may be determined upon more detailed review that a proposal has not met the minimum requirements in which case the stated pricing would not be accepted.)*

26. Question:

Could the Town please confirm if a Cone of Silence is in effect?

Answer: *Yes, a Cone of Silence is in effect.*

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27. Question:

How will the successful bidder be selected?

Answer: *The Bids will be evaluated to determine if the mandatory criteria have been met. The prices submitted by those Bidders who meet the mandatory criteria will then be ranked, with the lowest Bidder ranked as number 1. The lowest bid will be determined from the Grand Total sum of line items #1 through #5 on the Pricing Form. Should there be a tie between any Bidders; the Bidders will be requested to make oral presentations. Note that if negotiations break down with the top ranked Bidder, the Town reserves the right to begin negotiations with the next ranked Bidder.*

28. Question:

On Exhibit 6, Pricing Form, how is the pricing to be entered?

Answer: *The full price for each option is to be entered. During negotiations, the Town will verify the portion of the full price that is to be paid by the Town and the portion to be billed to the customer.*

29. Question:

Included is a requirement to have a route supervisor available but need to address for how long.

Answer: *The Town is requiring that a route supervisor be available to handle issues and complaints during the times routes are running in the Town. The route supervisor does not have to be physically located in the Town during route operations, but must be on duty within a reasonable distance from the Town in case of special circumstances.*

30. Question:

Need to attach insurance addendum

Answer: *The insurance addendum is attached.*

In addition, please note modifications to the ITB:

1. Exhibit 6, Pricing Form, has been replaced with the new Exhibit 6, which is attached.
2. Exhibit 7, 64 Gallon Recycling Cart Specifications, has been replaced with the new Exhibit 7, which is attached.
3. Exhibit 3, Hold Harmless Agreement, has been replaced with the new Exhibit 3, which is attached.
4. Insurance requirements are attached.
5. Attachment B, page 3, item F.2. Customer Complaints, has been modified as follows:
If the Town receives a complaint regarding Contractor's service under this Agreement, the complaint shall be immediately forwarded to Contractor by telephone, e-mail or facsimile. Franchisee shall respond to the complaint within twenty-four hours after Franchisee receives the complaint. When the complaint is received after twelve o'clock noon on a Saturday or on a day preceding an approved holiday, Franchisee shall respond to the complaint no later than the next business day ~~that is not a holiday or Saturday.~~

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Upon resolution of the complaint, Franchisee shall notify the Town within twenty-four hours, by telephone, e-mail or facsimile, of the action taken to resolve the complaint.

Please note the following Attachments:

1. Exhibit 6, Pricing Form, Revised
2. Exhibit 7, 64 Gallon Recycling Cart Specifications, Revised
3. Exhibit 3, Hold Harmless Agreement, Revised
4. Insurance Requirements
5. Town's current solid waste, recycling, and yard waste collection franchise agreement
6. Town's current residential and multifamily recycling extension agreement

Exhibit 6 Pricing Form (Revised on July 25, 2018)

Residential Single-Family and Multi-Family Recycling Collection

Enter monthly per unit price for once a week residential recycling collection for line items 1 and 2.

Enter monthly per dwelling unit price price for once a week multi-family recycling using 64-gal carts or dumpsters for line item 3.

Service	Customer Segment	(A) Residential Units*	(B) \$/Month per Residential Unit	(C) # of Months	(A*B*C) Annual Total
(1) 1x/wk <i>Curbside</i> Recycling in 64-gal carts	Single-Family	843		12	\$ 0
(2) 1x/wk <i>Back Door/Garage</i> Recycling in 64-gal carts	Single-Family	800		12	\$ 0
(3) 1x/wk Recycling in 64-gal recycling carts or dumpsters	Multi-Family	1,691		12	\$ 0

Premium Services

Indian River Shores multi-family properties currently receive varying levels of premium recycling services in addition to the base service offered. Enter fees for providing these services for line items 4 and 5.

Service	Customer Segment	(D) Count*	(E) \$/Occurrence	(F) # of Weeks	(D*E*F) Annual Total
(4) Container Roll Out Fee - Per Occurrence (10 Ft to 50 Ft)	Multi-Family	176		52	\$ 0
(5) Container Roll Out Fee - Per Occurrence (Greater than 50 Ft)	Multi-Family	101		52	\$ 0

Residential Recycling Services Grand Total (Subtotal Line Items #1 through #5)	\$ 0
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Exhibit 6 Pricing Form (Revised on July 25, 2018)

Additional Services

Enter the monthly fees for multi-family container rentals for line items 6 through 11.

Service	Container Size (CY)	\$/Month
(6) Monthly Container Rental	1	
(7) Monthly Container Rental	2	
(8) Monthly Container Rental	3	
(9) Monthly Container Rental	4	
(10) Monthly Container Rental	6	
(11) Monthly Container Rental	8	

Enter the fees associated with bulky cardboard pick up for line items 12, 13, and 14.

Service	\$/Occurrence
(12) Curbside Bulky Cardboard Pick Up to 2 CY	

Service	\$/CY
(13) Each Additional CY of Curbside Bulky Cardboard Pick Up	

Service	\$/CY
(14) Back Door/Garage Bulky Cardboard Pick Up per CY	

**See Exhibits 1-A and 1-B Service Levels for more detailed Town-estimated customer service levels.*

I hereby certify that the above rates and fees shall be the only basis for compensation and to billed and collected in accordance with the Contract Documents.

BY: _____

DATED: _____

ITS: _____

COMPANY: _____

EXHIBIT 7 - 64 GALLON RECYCLING CART SPECIFICATIONS

Revised July 25, 2018

Following are minimum requirements for the Roll Carts as required within the scope of this Agreement.

Construction and Design	<ul style="list-style-type: none"> • Must meet ANSI Standards Z245.30 and AZ245.60 "Type B/G" containers, all rules, regulation, and laws pertaining to this product. • Roll Carts must be produced by a major manufacturer. • Roll Carts must be universal and compatible with and capable of withstanding all U.S. industry-standard semi-automated and fully-automated collection systems. • The upper lift point shall be permanently molded into the Roll Cart and the lower must be a 1" diameter galvanized free floating metal bar or composite equivalent, securely attached to prevent failure or loss. Molded bars are unacceptable. • Roll Carts must be designed to prevent the Roll Cart from falling into the truck hopper when lifted and turned upside down using a semi-automated collection system. • Interior and exterior of Roll Cart body must be smooth and uniform in appearance, and must be free of pockets, recesses, or significant intrusions that could trap debris. • The Roll Cart must be manufactured with a narrow width design to fit through a 30" door opening. • The Roll Cart must be manufactured with a foot operated tilt feature designed into the axle area to facilitate easy tipping.
Size (Capacity)	<ul style="list-style-type: none"> • One sized Recycling Roll Cart is required <ul style="list-style-type: none"> ○ Medium = 64-66 gallon
Materials	<ul style="list-style-type: none"> • Must be rotationally or injection molded using medium to high density 100% recyclable polyethylene. • Minimum resin weight of unassembled Roll Cart, including cart body and lid, must be: <ul style="list-style-type: none"> ○ 22 pounds or greater for medium Roll Cart • Resin used in the manufacturing process must contain a minimum of 25% postconsumer recycled material. • All plastic parts must be stabilized against ultraviolet light deterioration with an UV stabilizer additive with no less than two fifths of one percent (.4%) by weight.
Body	<ul style="list-style-type: none"> • The body of the Roll Cart must be one piece. • The Roll Cart wall and bottom thickness must be a minimum of .150 inches for injected molded carts. For carts manufactured through a rotational molding process, wall thickness must have a minimum nominal wall thickness of .172" throughout the cart. • The body of the Roll Cart must be designed with a drag rail on the container bottom and reinforced in the area that contacts the ground with a molded-in bottom wear strip. • The top of the body must be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim must have a raised inner perimeter. The rim of the Roll Cart must not be designed to have an

EXHIBIT 7 - 64 GALLON RECYCLING CART SPECIFICATIONS

Revised July 25, 2018

	<p>inward radius to obstruct free flow emptying the material out of the container.</p>
Lid	<ul style="list-style-type: none"> • Lids must be of a configuration that they will not warp, bend, slump, or distort to such an extent that it no longer fits the body properly or becomes otherwise unserviceable. • Lids must be watertight, prohibit vectors from entering, and odor emission from exiting. • The lid must be one-piece construction and securely attached to the rear of the wheeled section of the Roll Cart using a rustproof, weather-resistant fastener system. • The lid must be hinged to open by gravity to a position of 270 degrees from the closed position and hang open without stressing the lid, body, or tipping over the Roll Cart. • Lids must be designed to be easily removed in the event of damage or failure. Lid latches are unacceptable.
Handle	<ul style="list-style-type: none"> • Each Roll Cart must have a horizontal handle(s) to provide comfortable gripping areas for pushing or pulling the roll cart. • The handle shall be integrally molded into the body or lid, and only plastic surfaces shall be exposed to the hands of the user.
Wheels/Axle	<ul style="list-style-type: none"> • Roll Carts must be equipped with two (2) plastic molded or rubber wheels making the cart capable of being easily moved and maneuvered. • Wheels shall be snap-on or attached in a way that prevents unintended detachment. • Wheels must be a minimum of 10 inches in diameter for large and medium Roll Carts and a minimum of 8 inches in diameter for small Roll Carts. • Each Roll Cart shall be furnished with a minimum 5/8 inch diameter axle with a corrosion-resistant coating that must be securely attached to the body by molded axle retainers. • The wheels and axle must be rated to meet and exceed load requirements of 3.5 pounds per gallon.
Stability	<ul style="list-style-type: none"> • Roll Carts must be stable and self-balancing when in the upright position, whether loaded or empty, and maintain stability when returned to the ground at the end of the dumping cycle. • Roll Carts must be able to remain stable and upright in winds up to 30 miles per hour when empty.
Color	<ul style="list-style-type: none"> • Color must not be streaked in the finished product and must be colorfast so that the color does not alter significantly with normal use. Painted Roll Carts are unacceptable. • The Recycling Roll Cart shall be blue with a blue lid and black wheels. <ul style="list-style-type: none"> ○ The final color selection must be approved by the Town prior to manufacturing.
Markings	<ul style="list-style-type: none"> • Sequential serial numbers must be molded, branded, or hot stamped into the front of the body with white color. • An eight to ten (8-10) alpha/numeric serial number shall be used as determined by the Town.

EXHIBIT 7 - 64 GALLON RECYCLING CART SPECIFICATIONS

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	<ul style="list-style-type: none"> • An Indian River County logo and Recycling logo must be clearly molded, inscribed, or hot-stamped into both sides of the body with the following working in 1 inch lettering on the lid: <ul style="list-style-type: none"> ○ Property of the Indian River County. ○ Instructions for which side of the Roll Cart must face the street for collection. ○ Recycling Roll Cart lids must include program instructions as determined by SWDD. ○ Any other ANSI and regulatory labeling required. • SWDD must approve all markings prior to the manufacturing of the Roll Carts.
RFID Tags	<ul style="list-style-type: none"> • Each Roll Cart must have a unique integrated RFID tag installed into the Roll Cart. • RFID tags must be passive UHF with an optimal operating frequency of 860-960 MHz. • RFID tags must have an optimal operating temperature of -40°F to +149°F. • The dry inlay must meet ISO/IEC 18000-6C and EPD Global Gen 2 standards. • RFID tag values must be written and locked at the time of Roll Cart projection. • All RFID tags must be attached so that the tags have no exposure to outside elements, are not visible to the customer, and are tamper-resistant. • RFID tags placed inside of the body of the Roll Cart are unacceptable. • Adhesive or sticker RFID tags are unacceptable. • Each RFID tag must be tested at the manufacturing facility to ensure that it is working properly.
Warranty	<ul style="list-style-type: none"> • Roll Carts must be fully (100%) warranted against defects in materials and workmanship for a minimum period of ten (10) years from the date of delivery and be transferrable to SWDD at the expiration of this Agreement. • The warranty must be unconditional and non-prorated providing SWDD with assurance of full Roll Cart replacement. The warranty must survive the termination of any contract for the manufacture and/or assembly and distribution of the Roll Carts. • Warranty is understood to include the following coverage: <ul style="list-style-type: none"> ○ Failure of the lid to prevent rainwater from entering the Roll Cart when the lid is closed on the body. ○ Damage to the body, the lid, or any component parts through opening or closing the lid. ○ Failure of the lid hinge to remain fully functional and continually hold lid in the originally-designed and intended positions when either opened or closed. ○ Failure of the body and lid to maintain its original shape. ○ Wear through of Roll Cart bottom so that it leaks liquid.

EXHIBIT 7 - 64 GALLON RECYCLING CART SPECIFICATIONS

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	<ul style="list-style-type: none">○ Failure of the wheels to provide continuous, easy mobility, as originally designed.○ Failure of any part to conform to minimum standards as specified
Asset Management	<ul style="list-style-type: none">● A manufacturing database must be maintained that includes each Roll Cart's RFID tag identification, serial number, date of manufacture, location of manufacturer, Roll Cart type, color, and size.● The manufacturing data must be associated with the address to which each roll cart is assigned.● The asset management database shall be maintained throughout the term of this Agreement and shall be accessible to SWDD upon request.● At the termination of this Agreement the asset management database shall be transmitted to SWDD in an acceptable format.

Exhibit 3. Hold Harmless Agreement – Revised July 25, 2018
Contract Period 11/01/2018 – 09/30/2022

HOLD HARMLESS AGREEMENT

As a part of the agreement with the Town of Indian River Shores and for the same consideration as provided for in the contract, the Franchisee agrees to hold the Town and the officials, officers, and employees of the Town harmless from any and all liabilities, losses, penalties, costs or damages the Town, its officials, officers, and employees may suffer as a result of any claims, demands, suits, or judgments against the Town, its officials, officers, and employees to the extent directly arising out of or in any way related to the negligent or willful acts of omissions of Franchisee or its employees under this Agreement. Franchisee shall not be required to indemnify or hold the Town harmless for any act or omission caused by the negligence or willful misconduct of the Town or its officials, officers, or employees. This indemnification and hold harmless agreement shall survive the termination or expiration of the contract.

Failure to submit this executed statement as part of the Proposer's Proposal may make their Proposal nonresponsive and not eligible for award consideration.

Proposer's Name: _____

Federal Employer Identification No.: _____

Proposer's Address: _____

By: _____

Signature

Name: _____

Print Name

Title: _____

Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____

CORPORATE SEAL

MINIMUM INSURANCE REQUIREMENTS

REGARDLESS OF WHETHER THE RESPONDENT HAS THE POLICIES AND LIMITS AS STIPULATED BELOW, THE RESPONDENT IS TO SUBMIT A COPY OF THEIR CERTIFICATE(S) OF INSURANCE EVIDENCING POLICIES AND LIMITS OF INSURANCE THAT THEY CURRENTLY HAVE IN FORCE.

If, upon Notice of Intent to Award, the Successful Proposer ("Contractor") does not currently have the policies and limits specified below, they shall have ten (10) calendar days to provide the Town with certificate(s) of insurance evidencing that they have procured such and policies and limits.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or sub-contractors. The coverages, limits or endorsements required herein protect the primary interests of the Town, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as the Town's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 each occurrence, \$1,000,000 products / completed operations each occurrence, \$1,000,000 personal and advertising injury liability, \$1,000,000 each occurrence, \$50,000 fire damage liability and \$5,000 medical expense.

Town of Indian River Shores, its officials, employees and volunteers are to be covered as an additional insured with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage in respects to: Liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitation on the scope of protection afforded to Town, its officials, employees or volunteers.

Contractor's insurance coverage shall be primary insurance as respects Town, its officials, employees and volunteers. Any insurance or self-insurance maintained by Town, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Contractor, and its insurance carrier, waives all subrogation rights against the Town of Indian River Shores for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Town of Indian River Shores, its officials, employees and volunteers are to be covered as an additional insured in respects to: Liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitation on the scope of protection afforded to Town, its officials, employees or volunteers.

Contractor's insurance coverage shall be primary insurance as respects Town, its officials, employees and volunteers. Any insurance or self-insurance maintained by Town, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Contractor, and its insurance carrier, waives all subrogation rights against the Town of Indian River Shores for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.

Contractor, and its insurance carrier, waives all subrogation rights against the Town of Indian River Shores for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

For any contractor/employer/owner who has exempt status as an individual, Town requires proof of workers' compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers' compensation exemption, Town does not recognize this exemption to extend to the employees of the contractor/employer/owner. The contractor/employer/owner is required to provide proof of coverage for their employees. This applies to all contractors/employers/owners including but not limited to the construction industry.

The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with Town for provision of goods or Services, provide workers' compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate.

The contractor, and its insurance carrier, waives all subrogation rights against the Town of Indian River Shores for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

OTHER INSURANCE PROVISIONS

- a) The Contractor shall provide a Certificate of Insurance to the Town with a thirty (30) day notice of cancellation, ten (10) days notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "per occurrence" form. If any coverage is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.
- b) **ITB for Exclusive Residential Recycling Collection**
- c) The Contractor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed \$10,000, the Contractor shall maintain a Commercial Surety Bond in an amount equal to said deductible or self-insured retention.
- d) All required insurance policies must be maintained until the contract work has been accepted by the Town. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.
- e) **The Certificate Holder should read as follows:** *Town of Indian River Shores, 6001 Highway A1A, Indian River Shores, FL 32963.*
- f) It is the Contractor's responsibility to insure that all sub-contractors comply with these insurance requirements. Contractors shall include all sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated herein.
- g) **All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.**