



# City of Jacksonville Beach

Procurement Division: 1460A Shetter Ave. Jacksonville Beach, FL 32250  
Tel: 904-247-6229 Fax: 904-270-1639



## REQUEST FOR PROPOSALS (RFP)

<b>RFP Number:</b>	<b>11-1516</b>
<b>RFP Title:</b>	<b>Collection, Disposal of Solid Waste and Recycling for the City of Jacksonville Beach</b>

<b>Submittal Deadline</b>	
<b>Day:</b>	Wednesday
<b>Date:</b>	<b>October 19, 2016</b>
<b>Time:</b>	<b>2:00 P. M.</b>
<b>Location:</b>	Property & Procurement
<b>Address:</b>	1460-A Shetter Ave., Jacksonville Beach, FL 32250

**A Pre-Proposal Meeting is scheduled for this RFP as follows:**

<p><b><u>PRE-PROPOSAL MEETING</u></b></p> <p><b>10:00AM</b></p> <p><b>September 21, 2016</b></p> <p><b>Public Works Training Room,</b></p> <p>City Operations &amp; Maintenance Facility</p> <p>1460A Shetter Avenue</p> <p>Jacksonville Beach, Florida</p>
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**ANTICIPATED TIME LINE:** The anticipated schedule for this RFP is as follows:

RFP Issue Date	08-Sep-16
RFP Advertised	08-Sep-16
Pre-Proposal Meeting	21-Sep-16
Deadline for Submitting Questions in Writing	12-Oct-16
Submission Deadline	19-Oct-16
RFPs Opened	19-Oct-16
RFPs Evaluated	16-Nov-16
Recommendation to Council / Award	05-Dec-16
Contract Execution	15-Dec-16

## INDEX

<b>SECTION A: OVERVIEW</b>	pages	<b>4 - 8</b>
1. Purpose.....	page	<b>5</b>
2. Proposal Due Date.....	page	<b>5</b>
3. RFP Timeline .....	page	<b>6</b>
4. Eligibility.....	page	<b>6</b>
5. Contract Award.....	page	<b>6</b>
6. Contract Term.....	page	<b>7</b>
7. Submittal Requirements.....	page	<b>7</b>
<b>SECTION B: GENERAL PROVISIONS</b>	pages	<b>9 – 22</b>
<b>SECTION C: TECHNICAL SPECIFICATIONS</b>	pages	<b>23 - 72</b>
1. Definitions.....	page	<b>24</b>
2. Overview of Existing / Current Franchise Contract .....	page	<b>33</b>
3. Scope of Work.....	page	<b>40</b>
4. Miscellaneous Provisions.....	page	<b>46</b>
5. Contractor Personnel.....	page	<b>55</b>
6. Contractor Vehicles / Trucks / Equipment.....	page	<b>57</b>
7. Receptacles to be Provided to Customers.....	page	<b>59</b>
8. Collection Locations .....	page	<b>62</b>
9. Damage to Public or Private Property .....	page	<b>63</b>
10. Liquidated Damages .....	page	<b>63</b>
11. Customer Credits .....	page	<b>69</b>
12. Billing Customers for Collection and Disposal Services .....	page	<b>70</b>
13. Schedule of Payments .....	page	<b>70</b>
14. Change in Cost of Doing Business .....	pages	<b>72</b>
<b>SECTION D: PROPOSAL FORMAT</b>	pages	<b>73 - 76</b>
1. Scope of Services Proposed .....	page	<b>74</b>
2. Qualifications and Competency.....	page	<b>74</b>
3. Equipment Availability and Capability.....	page	<b>75</b>
4. Financial Capability.....	page	<b>75</b>
5. Pricing.....	page	<b>76</b>
6. Value-Added Benefits.....	page	<b>76</b>
7. Attendance at the Pre-Proposal Meeting.....	page	<b>76</b>
8. Required Forms .....	page	<b>76</b>
<b>SECTION E: EVALUATION AND SELECTION PROCESS</b>	pages	<b>77- 79</b>
1. Introduction .....	page	<b>78</b>
2. Evaluation Criteria .....	page	<b>78</b>
3. Overall Ranking .....	page	<b>78</b>
4. Contract Award .....	page	<b>79</b>

<b>SECTION F: FORMS</b>	pages	<b>80 - 95</b>
<b>Form 1</b> - Rate(s) Proposal Tender Form .....	pages	<b>81 - 88</b>
<b>Form 2</b> – Proposal Award Notice Form .....	page	<b>89</b>
<b>Form 3</b> - Required Disclosure Form .....	page	<b>90</b>
<b>Form 4</b> - Drug-Free Workplace Compliance Form .....	page	<b>91</b>
<b>Form 5</b> - Non-Collusion Affidavit .....	page	<b>92</b>
<b>Form 6</b> - Performance Bond .....	pages	<b>93 - 95</b>

# **SECTION A:**

# **OVERVIEW**

## SECTION A: OVERVIEW

### 1. PURPOSE

The City of Jacksonville Beach (CITY) is seeking proposals from qualified respondents, for the collection, disposal of solid waste and recycling services throughout the city.

This Request for Proposals (RFP) defines the service standards, specifications and proposal requirements of the comprehensive solid waste, yard waste, and recycling collection and disposal program for residents and businesses within the city limits of the City of Jacksonville Beach. The goals of the CITY are to:

- Provide excellent, proactive customer service at all times to include timely collection of solid waste and recycling, responsive communication on customer concerns, speedy resolution to customer concerns, at a fair and reasonable price.
- Provide a comprehensive solid waste and recycling collection program.
- Reduce solid waste disposal tonnage by maximizing the fullest recovery possible of recyclable materials from the CITY's residential and commercial customers.
- Improve public education of all CITY residents and customers about recycling services, so as to increase participation and recovery rates.
- Reduce tons of yard waste collected by providing educational information.

The respondent shall be responsible for being familiar with local conditions that may affect cost, permitting, progress, performance or services described in this RFP, including inspection of the CITY's boundaries, streets and commercial/office property locations. The proposer shall be responsible for considering all federal, state and local laws, statutes, ordinances, and regulations that may affect costs, permitting, progress, performance or services.

The CITY's objective is to select proven service methods that apply commercially demonstrated and environmentally sound collection techniques.

Award shall be made to the respondent whose proposal is deemed to be most advantageous to the CITY.

### 2. PROPOSAL DUE DATE: 2:00PM, WEDNESDAY, October 19, 2016

Subject to the terms and conditions specified in this **Request for Proposals (RFP)**, proposals will be received until **2:00PM, Wednesday, October 19, 2016**, then opened publicly by the Property & Procurement Division, 1460-A Shetter Avenue, 1<sup>st</sup> Floor, Jacksonville Beach, Florida 32250.

**RESPONDENTS ARE HIGHLY ENCOURAGE TO ATTEND THE PRE-PROPOSAL MEETING.** This **PRE-PROPOSAL MEETING** is scheduled for **10:00am, September 21, 2016**, at the Public Works Training Room, City Operations & Maintenance Facility, 1460A Shetter Avenue, Jacksonville Beach, Florida.

### 3. RFP TIMELINE

RFP Issue Date	08-Sep-16
RFP Advertised	08-Sep-16
Pre-Proposal Meeting	21-Sep-16
Deadline for Submitting Questions in Writing	12-Oct-16
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Contract Award	15-Dec-16

### 4. ELIGIBILITY

The selected firm must have the capability and experience necessary to provide, as an exclusive franchise, collection and disposal of solid waste, yard waste and recycling services to the CITY's residential (single-family, duplex, triplex, 4-plex, multifamily dwelling units) and commercial business/office units.

To be eligible, respondents must be able to provide information demonstrating that they have a minimum of five (5) years of experience, and currently serve Florida and South Georgia regular residential accounts that total seven thousand (7,000), and regular commercial accounts, total at least two thousand (2,000). Respondents must include in the submittal a Florida reference city, with contact name and telephone number, and start date of the franchise.

### 5. CONTRACT AWARD

The CITY reserves the right to enter into a contract with the selected firm(s) that the CITY deems to offer the best overall proposal(s). The CITY is therefore not bound to accept a proposal on the basis of lowest price.

In addition, the CITY, at its sole discretion in the best interest of the CITY, reserves the right:

- To cancel this RFP,
- To reject any and all proposals,
- To waive any and all informalities and/or irregularities,
- To consider any and all other alternatives submitted by proposers, along with the CITY scope alternative(s), or
- To re-advertise with either the identical or revised specifications,

The CITY reserves the right to further negotiate any proposal, including price, with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the CITY reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached.

The CITY reserves the right to award this contract to one or more firms. In the event of a multiple award, the CITY may designate a Primary and Secondary Contractor. The Secondary Contractor will be used if the Primary Contractor is unable to cope with the demands of the project, or if the standards of performance are unacceptable to the CITY requirements, or if the contract is terminated for cause or convenience.

Award will be made only to responsible, licensed contractors possessing the ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Contractors submitting bids must be regularly engaged in the trade or trades relating to the bids submitted.

## 6. CONTRACT TERM

The resulting unit price contract(s) for continuous services will be for a term of six (6) years.

**Effective Contract Term Start Date:** The effective contract term start date shall be the date of award by the CITY or the date of the Notice to Proceed, whichever is later.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and programs approval have been granted by the CITY. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective the first day of the fiscal year for which such approval has been denied.

The City of Jacksonville Beach reserves the right to negotiate with the awarded vendor or to advertise a new solicitation for services.

The services outlined shall commence after the award and contract signing, immediately upon issuance of Notice to Proceed. A transition scheduling, period and plan is to be developed with the current contractor providing solid waste collection services within the city. This will be closely coordinated with the CITY and the CITY has final approval on the transition scheduling, period, and plan.

## 7. SUBMITTAL REQUIREMENTS

Submit completed proposal package **one (1)** original plus **five (5)** copies and **one (1)** CD (or thumb drive) in one sealed envelope. Packages received without the requested information or quantities may be rejected.

It is incumbent upon the respondent to ensure that all copies of the proposal package submittals are complete and exact replicas of each other.

**Clearly mark the submittal envelope with the RFP number, RFP title and Respondent name.**

It is incumbent upon the respondent to ensure that proposal package submittals are received by the Property & Procurement Division on time. Submissions received after the due date and time

will not be considered.

Modifications received after the due date and/or letters of withdrawal received after the due date or after contract award, whichever is applicable will not be considered.

No verbal interpretations will be made of any documents. Requests for such interpretations shall be made in writing or via email at [Purchasing@jaxbchfl.net](mailto:Purchasing@jaxbchfl.net) no later than **Wednesday October 12, 2016**. Interpretation will be in the form of an addendum and will be published on the bid section of the CITY's website. Proposal packages can be obtained from the Property & Procurement Division, 1460-A Shetter Avenue, 1<sup>st</sup> Floor, Jacksonville Beach, Florida 32250, telephone 904-247-6229.

**SECTION B:**

**GENERAL PROVISIONS**

## SECTION B: GENERAL PROVISIONS

### 1. INSTRUCTIONS TO RESPONDENTS

- **Specifications** that are **explicit** to this particular **Request for Proposal Number 11-1516** are found in **SECTION C: Technical Specifications**.
- Minimum Proposal Package submittal requirements are found in **SECTION D** and Forms in **SECTION F**. These must be completely filled out, to clearly explain how the respondent will accomplish the specifications in SECTION C, appropriately executed and submitted.

Failure to comply with the requirements of this paragraph may be construed by the CITY as proper grounds for disqualifying any proposal at the CITY's sole discretion.

### 2. TERMS AND CONDITIONS:

- A. General. It is the purpose and intent of this contract to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Florida, hereinafter called the "CITY."
- B. Time for CITY Acceptance. Unless otherwise specified herein, the respondent will allow seventy-five (75) days from the last date for the receiving of proposals for acceptance of its submittals by the CITY.
- C. Effective Contract Term Start Date. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.
- D. Initial Term Length. The initial term of this contract shall be for six (6) years.
- E. Contract Term Ending Date. The initial Contract Term Ending Date shall be determined by adding the Initial Term Length to the Contract Notice-to-Proceed date.
- F. Extension of Contract.
  - 1) The CONTRACTOR may request extension of the contract in term lengths of not more than six (6) years. The CITY retains sole discretion on whether to agree to a term extension, the length of the extension (not more than 6 years), and if such an extension is advantageous to and benefits the best interests of the public after or before negotiations with the CONTRACTOR.
  - 2) If the CITY should advertise for proposals, this contract shall automatically be extended month-to-month to allow the CITY to receive and assess proposals, to award a new contract for collection and disposal of solid waste and recycling, and to ensure a smooth, cooperative and seamless transition between contractors to minimize impact and disruption to customers and to maintain safety and health standards.

G. Contract Termination.

- 1) Subject to a thirty (30) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:
  - a) The CONTRACTOR fails to perform the work in a satisfactory manner as determined by the CITY.
  - b) The CONTRACTOR fails to perform the work in a timely manner as determined by the CITY.
  - c) *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriations.
- 2) The CITY reserves the option at its sole discretion, to terminate this contract with appropriate notice, up to twelve (12) months prior to the contract term ending date or any extension thereof, if it is in the best interest of the CITY. Primarily, this may be implemented so that the CITY could participate in neighboring community standardization of service and uniformity of expiration and term of contract.

H. Award.

- 1) The CITY reserves the right to waive informalities, to reject any and all proposals, in whole or in part, and to accept the proposal(s) that in its judgment will best serve the interest of the CITY.
- 2) The CITY reserves the right to waive formalities or informalities in proposals and to reject any or all proposals or portions of proposal(s) or conditional proposal(s) as is deemed to be in the best interests of the CITY as the CITY's sole discretion.

I. Trade Names. Where trade names or brands are specified, the proposal is to indicate name of the equivalent item on which the respondent is proposing. In case a proposal is made on an item offered as an equivalent, the CITY shall be the sole judge in determining whether the proposal is for an equivalent item. Where a selection of manufacturers and product numbers are given please specify the brand being proposed.

J. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.

K. Payments. The CONTRACTOR shall be paid, upon the submission of invoices in the format and number of copies as required by the CITY, which may be adjusted from time-to-time at the discretion of the CITY. Invoices are to show Purchase Order Number.

### 3. ADDITIONAL INFORMATION

The information in this RFP package is provided to facilitate proposals. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact Jason Phitides, Property and Procurement Officer, in the Property and Procurement Division at (904) 247-6229.

### 4. ADDENDA TO THE RFP

If any addenda are issued to this RFP, a good faith attempt will be made to deliver a copy to each of the respondents, who, according to the records of the Property and Procurement Division previously requested a copy of this RFP. However, prior to submitting a proposal, it shall be the responsibility of the respondent to contact the CITY' s Property and Procurement Division (904-247-6229) to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the RFP. Respondents should either acknowledge receipt of such addenda on their proposal, or attach such addenda to their proposal.

### 5. USE OF PROPOSAL RESPONSE FORMS

All proposals must include the completed Proposal Tender Form provided in this package, and all questions must be answered. Proposals will not be accepted where the Proposal Tender Form has been retyped or altered by the respondent. Failure to comply may preclude consideration of the proposal. Supplemental information may be attached to the Proposal Tender Form.

### 6. DEVIATIONS FROM REQUESTED PLAN

The contract terms and conditions stipulated in this RFP are those required by the CITY. Respondents are required to submit their proposal, which complies with the requested services. Any deviations from the services requested should be clearly noted.

### 7. CONFLICT WITH SPECIMEN CONTRACTS

Unless specifically noted to the contrary as a deviation from the RFP, the submission of respondent' s specimen contract with a respondent' s proposal submittal shall not constitute notice of the respondent' s intent to deviate from the RFP in a restrictive manner. Unless specifically noted otherwise, the attachment of the respondent' s specimen contract shall be deemed to be an offer in at least full compliance with the RFP, and the respondent expressly agrees to reform said contract to the extent inconsistent in a restrictive manner from the RFP. That is, submission of a respondent' s contract shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the RFP or a broadening of terms and conditions to the benefit of the CITY beyond that required by the RFP.

### 8. ERRORS IN SUBMITTALS

Respondents shall fully inform themselves as to the conditions, requirements and specifications before submitting the proposal. Failure to do so will be at the respondent' s own risk, and a

respondent cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the respondents.

## 9. LEGAL AND REGULATORY COMPLIANCE

The respondent must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time-to-time, including, but not limited to the Public Records Law, Chapter 119, Florida Statutes.

If applicable, for each public agency contract for services, CONTRACTOR is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and 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.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

## 10. CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE NOTICE

The CITY should be given at least a 90-day notice of cancellation, non-renewal, adverse change or increase in rates.

## 11. WAIVER/REJECTION OF PROPOSALS

The CITY reserves the right to waive formalities or informalities in proposals and to reject any or all proposals or portions of proposals, or to accept any proposals or portions of proposals deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the respondent.

## 12. AUTHORIZED OFFER

The person submitting the proposal should indicate the extent of authorization by the Company to make a valid offer in the proposal summary that may be accepted by the CITY to form a valid and binding contract.

If the person submitting the proposal is not authorized to submit a proposal that can be bound by CITY acceptance, such a person should also obtain the signature of an authorized representative of the insurer, that may result in a bound contract upon the CITY's acceptance.

### 13. EVALUATION OF PROPOSALS

The CITY will evaluate each proposal based on all the criteria set forth in the RFP. Fees may be requested as part of the proposal package. However, if fees are requested, the CITY reserves the right at its sole discretion to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

### 14. USE OF PROPOSAL BY OTHER AGENCIES

It is hereby made a part of this RFP that the submission of any proposal response to the advertisement request constitutes a proposal made under the same terms and conditions, for the same contract price, to other governmental agencies if agreeable by the submitter and the governmental agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies including the State of Florida, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this RFP and subsequent contract award.

### 15. PUBLIC ENTITY CRIMES STATEMENT

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 a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, 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**, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list. (See attached FORM 3.)

### 16. CONFLICT OF INTEREST / CONE OF SILENCE

Any lobbying by or on behalf of the respondent may result in rejection/disqualification of said proposal / bid at the CITY's sole discretion. Respondents shall refrain from any communication with City Council members, CITY Staff, or the CITY's Evaluation Committee, or members of any Board or Agency of the CITY, regarding this proposal.

DURING THE PERIOD BETWEEN PROPOSAL / BID ADVERTISEMENT DATE AND THE CONTRACT AWARD, RESPONDENTS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE CITY COUNCIL, CITY STAFF, CITY EVALUATION COMMITTEE OR MEMBERS OF ANY BOARD OR AGENCY OF THE CITY, EXCEPT UPON THE REQUEST OF THE CITY OF JACKSONVILLE BEACH PURCHASING DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude respondents from discussing other matters with City Council, CITY staff or members of any CITY Board or Agency. This policy is intended to create a level playing field for all potential respondents, assure that contract decisions are made in public, and to protect the integrity of the RFP / RFQ / ITB process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the respondent's proposal.

The Cone of Silence shall be imposed on this RFP / RFQ / ITB upon its advertisement and shall terminate at the time the City Council and/or City Manager awards the solicitation. However, if the City Council and/or the City Manager refers the recommendation of award back to the CITY staff for further review, the Cone of Silence shall be re-imposed until such time as the City Council and/or the City Manager makes a subsequent award for the solicitation.

The Cone of Silence prohibits the following activities:

- A. Any communication regarding this RFP / RFQ / ITB between a potential vendor, service provider, respondent, lobbyist or consultant and the CITY's professional staff;
- B. Any communication regarding this RFP / RFQ / ITB between the Mayor, Council members and any member of any Board or Agency of the CITY;
- C. Any communication regarding this RFP / RFQ / ITB between potential vendor, service provider, respondent, lobbyist or consultant and any member of a selection or evaluation committee;
- D. Any communication regarding this RFP / RFQ / ITB between the Mayor, Council members; any member of any Board or Agency of the CITY and the selection or evaluation committee therefore;
- E. Any communication regarding this RFP / RFQ / ITB between any member of the CITY's professional staff and any member of the selection or evaluation committee; and
- F. Any communication regarding this RFP / RFQ / ITB between a potential vendor, service provider, respondent, lobbyist or consultant and the Mayor, Council members and any member of any Board or Agency of the CITY.

The Cone of Silence may not apply to:

- A. Oral communications at pre-proposal / pre-bid meetings;
- B. Oral presentations before selection or evaluation committees;
- C. Public presentations made to the City Council during any duly noticed public meeting;

- D. Written communications regarding a particular RFP, RFQ, or ITB between a potential vendor, service provider, respondent, bidder, lobbyist or consultant and the CITY's Purchasing Agent or CITY employee designated responsible for administering the procurement process of such RFP, RFQ, or ITB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- E. Communications with the CITY Attorney and his or her staff;
- F. Duly noticed site visits to determine the competency of bidders/respondents regarding a particular bid/statement during the time period between the opening of bids and the time the City Council and/or City Manager makes the award;
- G. Any emergency procurement of goods or services pursuant to CITY Code;
- H. Contract negotiations during any duly noticed public meeting;
- I. Communications to enable CITY staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, respondent, bidder, lobbyist, or consultant and any member of the CITY's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular proposer / bidder or respondent may render the RFP / RFQ award or bid award to said proposer / bidder or respondent voidable by the City Council and/or City Manager at the CITY's sole discretion.

#### 17. NON-COLLUSION AFFIDAVIT

As part of the solicitation process, Respondents are required to complete a Non-Collusion Affidavit. This is intended to prevent corruption in the solicitation process by requiring a declaration from the Respondent that they have not colluded with any other party in preparation of their proposal. (See attached FORM 5)

#### 18. DISCRIMINATION CLAUSE

An entity or affiliate who has been placed on the discriminatory vendor list may not submit on a contract to provide 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 on leases of real property to a public entity, may not award or perform work as a contractor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

#### 19. SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY

- A. The CONTRACTOR shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The CONTRACTOR shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety. The CONTRACTOR must employ all possible means to prevent contamination or pollution of air, waterways and soil.

- B. The CITY's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the CONTRACTOR to the CITY; and the CONTRACTOR shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this contract and a duty of the CONTRACTOR. The CITY reserves the right to require demonstration of compliance with the safety provisions of this contract. The parties agree that such failure is deemed to be a material breach of this agreement; and the CONTRACTOR agrees that upon such breach, all work pursuant to the contract shall terminate until demonstration to the CITY that the safety provisions of this agreement have been complied with. In no event shall action or failure to act on the part of the CITY be construed as a duty to enforce the safety provisions of this agreement nor shall it be construed to create liability for the CITY for any act or failure to act in respect to the safety provisions of this agreement.

## 20. INSURANCE REQUIREMENTS

### A. *GENERAL INSURANCE PROVISIONS*

Hold Harmless: The CITY shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the CONTRACTOR, unless such claims are a result of the CITY's sole negligence.

Payment on Behalf of the CITY: The CONTRACTOR agrees to pay on behalf of the CITY, the CITY's legal defense, for all claims described herein.

Such payment on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

Loss Control/Safety: Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, employees, and property. The CONTRACTOR shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

### B. *PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED*

The CONTRACTOR shall furnish the CITY with satisfactory proof of carriage of insurance required herein. The CONTRACTOR shall name the City of Jacksonville Beach (CITY) as additional insured on the CONTRACTOR's, and any sub-consultant or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance

Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the CONTRACTOR or its sub-consultants or sub-contractors. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the CITY.

**C. BASIC COVERAGES REQUIRED:**

During the term of this contract, the CONTRACTOR shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the CITY. All policies and insurers must be acceptable to the CITY.

These insurance requirements shall not limit the liability of the CONTRACTOR. The CITY does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR's interests or liabilities, but are merely minimums.

All insurers must carry a current A M Best rating of at least A-

**Worker's Compensation Coverage is required.**

The CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

The CONTRACTOR and all subcontractors shall also purchase any other coverage required by law for the benefit of employees.

**General Liability Coverage is required for CONTRACTOR and all subcontractors.**

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x, c, u) exposures (if any).

Coverage B shall include personal injury and is **required**.

Coverage C, medical payments are **not required**.

Amounts: Bodily Injury:	\$1,000,000	each occurrence
	\$1,000,000	Aggregate
Property Damage:	\$1,000,000	each occurrence
	\$1,000,000	aggregate

**Products and Completed Operations are required for CONTRACTOR and all subcontractors.**

Amount:	\$1,000,000	aggregate
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**Business Auto Liability Coverage is required for CONTRACTOR and all subcontractors.**

Business Auto Liability Coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Amounts: Bodily Injury:	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate
Property Damage:	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

**Professional Liability is required**

Pollution Liability Required of CONTRACTOR and all subcontractors.

The CITY requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability:	\$1,000,000	Each Pollution Event Limit
	\$1,000,000	Aggregate Policy Limit

**Excess or Umbrella Liability Coverage.**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided; it shall not be more restrictive than the underlying insurance policy coverages.

Limits of Liability:	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

**Claims Made Coverage – No Gap**

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following

completion of the contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

#### **D. CERTIFICATES OF INSURANCE OF CONTRACTOR AND ALL SUBCONTRACTORS**

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the CONTRACTOR's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the CONTRACTOR shall at the option of the CITY, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage.

NOTE: Any sub-contractors approved by the CITY shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverages shall name the CITY as "additional insured".

Receipt of certificates or other documents of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful proposer(s)' obligation to fulfill the insurance requirements herein.

### **21. PERFORMANCE BOND**

- A. Simultaneously with the delivery of the executed contract to the CITY, a respondent, to whom a contract has been awarded, must deliver to the CITY an executed Performance Bond on the prescribed form in an amount of one-hundred percent (100%) of the total amount of the accepted proposal, as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials or equipment in connection therewith. The Performance Bond shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in the county in which the project is located. The Attorney-in-Fact or other officer who signs the Performance Bond for a surety company must file with such bond a certified copy of his Power-of-Attorney authorizing him to do so.

- B. The Performance Bond shall remain in force for one (1) year from the date of final acceptance of the work (*termination of the franchise contract*) as a protection to the CITY against losses resulting from latent defects in materials or improper performance of work under contract, which may appear or be discovered during that period. **(See attached FORM 6.)**

**22. BID BOND: N/A**

~~Each Proposal must be accompanied by a bid guaranty in the amount of not less than five percent (5%) of the total amount of the initial contract period. Should the successful Respondent fail to furnish a Performance Bond, the bid guaranty shall be forfeit. Bid security shall be a bond provided by a surety company authorized to do business in Florida, cash, cashier's or official bank check.~~

**23. BANKRUPTCY**

No firm will be issued a contract for the work, which has filed bankruptcy in the past seven (7) years.

**24. WARRANTY**

A CONTRACTOR statement warranting material and labor for a minimum of one year (365 calendar days) shall be issued to the CITY following the CITY's acceptance of each renovation as being complete and just prior to issuance of final payment.

The end of the warranty period shall be subject to the performance of a joint warranty inspection by the CITY and the CONTRACTOR. The warranty period shall be automatically extended beyond the 365-day period until this joint inspection is accomplished. **The CONTRACTOR shall be responsible for scheduling this joint inspection with the CITY.**

If warranty issues are discovered during the joint inspection, then warranty period remains in effect during corrections and subsequent warranty assurance period.

**25. NONEXCLUSIVE**

Notwithstanding the contract resulting from this RFP, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFP.

**26. DRUG FREE WORKPLACE COMPLIANCE FORM**

Attached is a Drug Free Workplace Compliance Form. All submitted proposals must include this form executed by the proper representative of your company. **(See attached FORM 4.)**

**27. INDEMNIFICATION**

The firm, without exception, shall indemnify and hold harmless the CITY, its officers, agents, and employees from any and all liability of any nature and kind including costs and expenses for, or

on account of, any copyrighted materials, patented or unpatented invention processes, or article manufactured or used in relation to this RFP. If the firm uses any design, device, or material covered by letters-of-patent or copyright, it is mutually agreed and understood, without exception, that the fees charged by the firm shall include all royalties or costs arising from the use of such design, device, or material.

**28. PROPOSAL IS NOT A BID**

This Request for Proposal is not to be considered a bid. The CITY will evaluate responses based on the criteria set forth in this RFP. The evaluation process is to consider all requested criteria to determine which firm is the most highly qualified to perform the required services.

# **SECTION C:**

# **TECHNICAL SPECIFICATIONS**

## SECTION C: TECHNICAL SPECIFICATIONS

### 1. DEFINITIONS

For the purposes of this solicitation, the following terms, phrases, words and their derivation shall have the meaning given therein. The word “shall” is always mandatory and not merely directive. The following definitions are supplemental to those listed in Chapter 27 – Residential and Commercial Solid Waste Collection, Disposal and Assessment – of the CITY Code, as may be updated from time-to-time.

- A. **Authorized Hours for Collection** shall mean the hours that the CONTRACTOR is authorized to collect all types of solid waste and recyclables at customer locations within the CITY’s city limits. The Authorized Hours for Collection are between the hours of **7:00am and 7:00pm**, inclusive, unless otherwise authorized by the CITY for a specific duration.
- B. **Bulky Waste** shall mean large discarded items generated from residences and commercial businesses within the CITY, such as pallets, furniture, refrigerators, stoves, TV’s, e-waste, automobile tires and other household type appliances, abandoned and improperly placed dumps of the same.
- C. **Collection & Disposal Service** at a customer account type location and includes all collection and disposal services provided by the CONTRACTOR for garbage/trash, recycling, bulky waste and yard waste. The CITY currently has 5 categories of Collection & Disposal Service, which are: **Residential, Small Commercial, Unique Commercial, Multifamily Dwelling** and **Commercial Establishment**.
- D. **CITY** shall mean the City of Jacksonville Beach, Duval County, Florida, a municipal corporation and its government and the City Manager, the Public Works Director, and/or his authorized or designated representative(s).
- E. **Commercial Establishment** shall mean any public or private place, building and/or enterprise devoted in whole or in part to a business enterprise whether nonprofit or profit making in nature, except where such place, building and/or enterprise constitutes a single-family residence or multifamily dwelling. Commercial Establishments utilize Commercial Establishment Container Units such as CONTRACTOR provided dumpsters or customer provided Containers that are mechanically emptied by other than toter collection vehicles. These consist of, but are not limited to, office buildings, stores, hotels and motels, restaurants, schools, churches, clubs, medical clinics and hospitals, assisted living facilities, and other service establishments.
- F. **Commercial Establishment Collection & Disposal Service** shall mean garbage and trash collection and disposal service for commercial establishments utilizing containers other than those described as toters for collection of garbage / trash. These containers, such as dumpsters, roll-offs, compactors, etc., are mechanically emptied by other than toter collection vehicles. The CONTRACTOR shall provide the following collection and disposal services to each customer location - garbage/trash, recycling (at customer

option), bulky waste and yard waste. Commercial establishments in this service category shall use, but are not limited to, any of the following for the accumulation of garbage/trash:

- 1) Refuse containers as defined in this contract and as modified in the future.
- 2) Containers emptied by mechanical means.
- 3) Dumpster containers, provided by the CONTRACTOR, at the CONTRACTOR's expense (*and at no additional cost to the CITY or account holder*), in two (2), four (4), six (6), eight (8) cubic yard capacities, to include ancillary items, such as rollers and dumpster security devices (not enclosures or shoots). Provision, collection, disposal, and servicing are provided in the price per pull.
- 4) Roll-off containers, provided by the CONTRACTOR, at the CONTRACTOR's expense (*and at no additional cost to the CITY or account holder*), to include ancillary items, such as rollers and security devices on roll-offs (not enclosures or shoots), as approved by the CITY, when permanent-use roll-off service is approved by the CITY, subject to transition from existing customer contracts for existing service. Provision, collection, disposal, and servicing are provided in the price per pull.
- 5) The CONTRACTOR shall provide containers and collection for temporary-use dumpster and/or roll-off service. This will be an optional service for customers provided at the same price as the permanent-use roll-offs service. Provision, collection, disposal, and servicing are provided in the price per pull.
- 6) The cost of providing and maintaining CONTRACTOR provided dumpsters, to include gravity locks and rollers as necessary, and roll-offs, shall be part of the collection and disposal costs in the CONTRACTOR unit price rate.
- 7) Locations, quantities and frequency of pickups, and quantities and sizes of dumpsters and specialty items such as gravity locks and rollers may change from time-to-time at the sole discretion / direction of the CITY.
- 8) CONTRACTOR shall provide solid waste collection and disposal service for customer provided compactors and dumpsters, subject to transition from existing customer contracts for existing service. Collection and disposal are provided in the unit price per pull.
- 9) Work shall be done in a sanitary manner. The CONTRACTOR's employees shall immediately pickup any garbage or trash spilled or on the ground in the area.

- G. **Commercial Trash** shall mean any and all accumulations of such combustibles as paper, rags, wood, yard trimmings, wooden or paper or cardboard boxes; non-combustibles such as metal, glass, stone and dirt; and any other accumulations not included within the definition of garbage, generated by the operation of stores, offices and other business places. Commercial Trash shall include furniture, appliances, car parts, and all other accumulations not included within the definition of garbage; abandoned and improperly placed dumps of the same. Commercial Trash shall include all trash placed in public receptacles, on public streets, in parks and playground, and in other public places.
- H. **Construction and Demolition Debris** shall mean discarded materials generally considered not to be water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. The following are also included:
- 1) clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
  - 2) effective January 1, 1997, except as provided in Fs.403.707(13)(j), unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other solid waste, where generated and the generator of such wood scraps or pallets implements reasonable practices to minimize the comingling of wood scraps or pallets with other solid waste;
  - 3) De Minimis amounts of other non-hazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

Collection of construction and demolition debris is to be accomplished via the open market and is outside this solicitation.

- I. **CONTRACTOR** shall mean the provider of services solicited in this RFP, and any and all of its authorized management and operating representatives.
- J. **Council** shall mean the City Council of the City of Jacksonville Beach.
- K. **Curbside Collection Point** shall be that area on or adjacent to the driveway within five (5) feet of, and in no case more than ten (10) feet from, the street, roadway, or alley, behind the curb or edge of pavement and not by the driving surface of the street or roadway or in the drainage gutter or drainage swale or ditch, not on landscaping of any sort other than grass, and as may be specifically requested by the customer, subject to

CITY review.

For handicapped and/or elderly customers properly acknowledged, this shall mean the **side door** or **other designated collection point**. The CONTRACTOR is responsible to appropriately identify, subject to CITY review, the side door pickup customer premises, making the side yard pickup locations easily identifiable from the driving pavement by the collection route drivers. The CONTRACTOR shall provide side door pickup at no additional cost to the CITY.

- L. **Designated Recovery Facility** shall mean the recycling/processing center(s) specifically agreed upon by the CONTRACTOR and the CITY for the recovery of recyclable materials.
- M. **Excluded Waste** shall mean any and all debris and waste products generated by land clearing, demolition, building construction or alteration and hauled away by the respective contractor (except do-it-yourself projects) as approved by CITY representatives; public works type construction projects whether performed by a governmental unit or by contract; contractor generated large amounts of vegetation debris which is more than the customer could reasonably do independently; materials deemed by the CITY to be hazardous waste and items not allowed at the County landfill or other approved landfill. Yard waste produced by and hauled away by landscape maintenance contractors is also considered excluded waste.
- N. **Franchisee** shall mean the individual, partnership or corporation awarded a franchise by the CITY to perform the work or services, or to furnish materials or equipment, or both as set forth in the solid waste franchise contract. The CONTRACTOR is the Franchisee.
- O. **Franchise Fee** shall mean the amount of money for which the CONTRACTOR shall be obligated to pay the CITY for the privilege of providing refuse collection service to customers within the CITY under the terms of the contract. It is solely at the discretion of the CITY whether or not to require the franchise fee, in whole or in part, and which may be modified at any time at the sole discretion of the CITY. The terms of the franchise fee shall be set forth in the franchise document(s), which may be modified at the SOLE discretion of the CITY upon 90-day notice to the CONTRACTOR.
- P. **Garbage** shall include and mean all accumulations of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in, or storage of meats, fish, fowl, fruit, vegetables, and any other matter, of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gasses or odors, or which, during and after decay, may serve as breeding or feeding material for flies and/or other germ carrying insects; bottles, cans, or other food containers which due to their ability to retain water may serve as a breeding place for mosquitoes or other water breeding insects, and does not include recyclables; and abandoned and improperly placed dumps of the same.

- Q. **Garbage / Trash Toters** shall mean the toters purchased and distributed by the CONTRACTOR on behalf of the CITY for the intended use as a receptacle for garbage / trash for Residential and Small Commercial customers. The purchase, provision, maintenance, and replacement of these toters shall be the responsibility of the CONTRACTOR at no additional cost to the CITY.
- R. **Hazardous Waste** shall mean wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics.
- S. **Household Trash** shall mean any and all accumulations of waste material from the operation of a home, which is not included within the definition of garbage. Household Trash shall include all bulky wastes, yard toys, and building material waste from residential type do-it-yourself projects (1 cubic yard) as approved by CITY representatives but does not include vegetative matter; and abandoned and improperly placed dumps of the same.
- T. **Multifamily Dwelling Collection & Disposal Service** shall mean garbage and trash collection and disposal service for multifamily dwellings utilizing containers other than those described as toters for collection of garbage / trash. These containers, such as dumpsters, roll-offs, compactors, etc., are mechanically emptied by other than toter collection vehicles. The CONTRACTOR shall provide the following collection and disposal services to each customer location - garbage/trash, recycling (at customer option), bulky waste and yard waste. Multifamily dwellings in this service category shall use, but are not limited to, any of the following for the accumulation of garbage/trash:
- 1) Refuse containers as defined in this contract and as modified in the future.
  - 2) Containers emptied by mechanical means.
  - 3) Dumpster containers, provided by the CONTRACTOR, at the CONTRACTOR's expense (*and at no additional cost to the CITY or account holder*), in two (2), four (4), six (6), eight (8) cubic yard capacities, to include ancillary items, such as rollers and dumpster security devices (not enclosures or shoots). Provision, collection, disposal, and servicing are provided in the price per pull.
  - 4) Roll-off containers, provided by the CONTRACTOR, at the CONTRACTOR's expense (*and at no additional cost to the CITY or account holder*), to include ancillary items, such as rollers and security devices on roll-offs (not enclosures or shoots), as approved by the CITY, when permanent-use roll-off service is approved by the CITY, subject to transition from existing customer contracts for existing service. Provision, collection, disposal, and servicing are provided in the price per pull.
  - 5) The CONTRACTOR shall provide containers and collection for temporary-use dumpster and/or roll-off service. This will be an optional service for

- customers provided at the same price as the permanent-use roll-offs service. Provision, collection, disposal, and servicing are provided in the price per pull.
- 6) The cost of providing and maintaining CONTRACTOR provided dumpsters, to include gravity locks and rollers as necessary, and roll-offs, shall be part of the collection and disposal costs in the CONTRACTOR unit price rate.
  - 7) Locations, quantities and frequency of pickups, and quantities and sizes of dumpsters and specialty items such as gravity locks and rollers may change from time-to-time at the sole discretion / direction of the CITY.
  - 8) CONTRACTOR shall provide solid waste collection and disposal service for customer provided compactors and dumpsters, subject to transition from existing customer contracts for existing service. Collection and disposal are provided in the unit price per pull.
  - 9) Work shall be done in a sanitary manner. The CONTRACTOR's employees shall immediately pickup any garbage or trash spilled or on the ground in the area.
- U. **Multifamily Recycling Collection** refers to the collection, transportation, and recovery of recyclable materials by the CONTRACTOR from participating multifamily dwelling account locations in the recycling service area.
- V. **Multifamily Dwelling** shall mean any building(s) containing more than two permanent living units such as but not limited to condominiums, townhouse complexes and apartment buildings, which utilize Multifamily Dwelling Container Units such as CONTRACTOR provided dumpsters or customer provided Containers mechanically emptied by other than toter collection vehicles for collection of garbage / trash. Within the duration of this contract the CITY may modify this definition enabling a change of service type to better service the customer and the aesthetic quality of the property. The type, size and number of containers will be determined by the Public Works Director and/or his designated representative.
- W. **No Additional Cost to the CITY, free of charge to the CITY, and/or the CONTRACTOR's Expense** shall mean that the respondent is to consider and include all costs / expenses for all items, equipment, labor, vehicles, maintenance, overhead, services and everything required for servicing the CITY and its customers under this franchise contract within the Proposed Unit Price Rates submitted to the CITY for servicing the CITY's customers. **All services for the CITY shall be at no cost and free of charge to the CITY.**
- X. **Performance Bond** shall mean the form of security accepted by the CITY and furnished by the CONTRACTOR, as a guarantee that the CONTRACTOR will execute the work in accordance with the terms of the contract and will pay all lawful claims.

- Y. **Receptacle** is a general term meaning the container provided to or by the customer that is used by the customer for depositing garbage / trash or recycling and that is emptied by the CONTRACTOR such as a toter, dumpster, compactor, roll-off, etc.
- Z. **Recovered Materials** shall mean metal, paper, glass, plastic, textile, rubber or other materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described are not solid waste.
- AA. **Recyclable Materials** shall mean newspaper, paper, aluminum and metal beverage and food cans, all colors of glass bottles/jars, and plastic bottles/containers, which previously held non-automotive, non-toxic liquid, and such other materials, as mutually agreed by the CONTRACTOR and the CITY, that are recyclable, source separated and co-mingled for single stream recycling collection.
- BB. **Recycling Service Area** shall mean the entire area within the city limits, and as amended from time-to-time as a result of annexations to the CITY.
- CC. **Recycling Collection Service** refers to the collection, transportation, and recovery of recyclable materials by the CONTRACTOR from participating residential toter pickup accounts, small commercial toter pickup accounts (optional participation), unique commercial toter pickup accounts (optional participation) and multifamily dwelling collection accounts, and commercial establishment collection accounts (optional participation) in the recycling service area.
- DD. **Recycling Toters** shall mean the toters purchased and distributed by the CONTRACTOR on behalf of the CITY for the intended use as a receptacle for recyclable materials for Residential and Multifamily Dwelling customers. Small Commercial and Commercial Establish customers may also use Recycling Toters as receptacles for recyclable materials at the customer option. The purchase, provision, maintenance, and replacement of these toters shall be the responsibility of the CONTRACTOR at no additional cost to the CITY.
- EE. **Residential Collection & Disposal Service**, also known as Residential Toter Pickup Service, shall mean garbage and household trash collection and disposal service to one single family dwelling, or one living unit in a duplex or other multifamily dwelling utilizing toter pickup garbage/trash collection service. The CONTRACTOR shall provide the following collection and disposal services to each customer location - garbage/trash, recycling, bulky waste and yard waste. CONTRACTOR shall service the garbage/trash toter(s) and the recycling toter with collection vehicles with hydraulic side-arm (or tipper) that mechanically empties toters.
- FF. **Small Commercial Collection & Disposal Service**, also known as Small Commercial Toter Pickup Service, shall mean garbage and commercial trash collection and disposal service to one small commercial business/office using toters. This will be serviced

similar to Residential Toter Pickup Service customer locations. The CONTRACTOR shall provide the following collection services to each customer location - garbage/trash, recycling, bulky waste and yard waste. Participation by the customer in recycling is optional. CONTRACTOR shall service the garbage/trash toter(s) and the recycling toter with collection vehicles with hydraulic side-arm (or tipper) that mechanically empties toters.

GG. **Solid Waste or Refuse** shall include and mean all garbage, dead animals, vegetative garden and yard waste, bulky wastes, household trash, construction and demolition debris, commercial trash, and abandoned and improperly placed dumps of the same.

HH. **Source Separated** means the recovered materials are separated from solid waste where the recovered materials and solid waste are generated. The term does not require that various types of recovered materials be separated from each other and recognizes de Minimis solid waste, in accordance with industry standards and practices, may be included in the recovered materials.

II. **Special Disability Pull-Out Service.** The CONTRACTOR shall accommodate, at no additional cost to the CITY, special disability pull-out service for handicapped or elderly residents. Elderly residents or those with short-term or long-term physical limitations who are unable to bring their solid waste and recyclables to the curbside collection points. Residents who may have such difficulty putting out their refuse or recyclables may request for special disability pull-out service by providing to the CITY Public Works Department a physician's note, detailing the duration of the disability. Upon the CITY's approval, the resident is notified with the confirmed period of special disability pull-out service. The CONTRACTOR shall collect, within the CITY approved time period, the elderly/disability resident's refuse and recyclables from their side door or designated location in the property. The CONTRACTOR is responsible to refresh side yard identification markers on the pavement once every 3 months.

JJ. **Surety** shall mean the party who is bound with and for the CONTRACTOR to insure the payment of all lawful debts pertaining to and for acceptable contract performance.

KK. **Toter** shall mean:

- 1) A 95-gallon container on wheels with attached lids, main body green in color with a green lid, serviced by collection vehicles with a hydraulic operated side-arm (or tipper) that mechanically collects and empties the container, provided by the CONTRACTOR for garbage/trash collection service at residential and small commercial account locations. *A 64-gallon toter shall be made available for customers needing the smaller container at the customer option.*
- 2) A 95-gallon container on wheels with attached lids, main body green in color with a yellow lid labeled as RECYCLE, serviced by collection vehicles hydraulic operated side-arm (or tipper) that mechanically collects and empties the container, and provided by the CONTRACTOR for recycling collection service at multifamily, small commercial and residential recycling account locations. *A 64-gallon toter shall*

*be made available for customers needing the smaller container at the customer option.*

- 3) All toters shall have impregnated on each of the main body a CITY logo with CITY Name, as approved by the CITY, and a serial number impregnated on another side of the main body.
  - 4) Toter type/specifications shall be the state of the art in the industry in durability and wall thickness, practicality, customer safety and ease of use, wash-ability, mobility, stability to wind load, resistant to opening and toppling by animals, resistant to rain leakage when closed, having lid handles.
  - 5) Selection of toter manufacturer and type/specifications and markings are subject to CITY approval prior to purchase by the CONTRACTOR.
  - 6) The cost of purchasing, providing, maintaining, and replacing of all toters to customer account locations shall be the responsibility of the CONTRACTOR at no additional cost to the CITY and shall be a part of the collection and disposal costs in the CONTRACTOR unit price rates.
  - 7) All toters with the CITY logo(s) with CITY Name shall automatically become the property of the CITY, at no additional cost to the CITY, on termination of the franchise contract and the CONTRACTOR inventory shall be transported to the CITY location identified by the CITY at no additional cost to the CITY.
  - 8) CONTRACTOR shall collect garbage / trash and recycling materials from toters using collection vehicles having a hydraulic side-arm that mechanically collects and empties toters.
- LL. **Unique Commercial Collection & Disposal Service** shall mean garbage and commercial trash collection and disposal service to one commercial business/office/retail using toter pickup service, wherein its regular solid waste collection volume would normally would place the customer in the Commercial Establishment Service level with a dumpster. However, the customer location cannot safely accommodate a dumpster enclosure and access requirements to service the dumpster. In this case, a combination of Toters' volume collected and the estimated Constant Bulky Waste volume collected and multiplied by the CONTRACTOR price rate per container cubic yard rate to accommodate the normal, regular solid waste collection volume of the customer and to more equitably pay the CONTRACTOR. The CONTRACTOR shall provide the following collection services to each customer location - garbage/trash, recycling (customer option), bulky waste and yard waste.
- MM. **Yard Waste** shall mean every accumulation of vegetative garden and yard trash which is the accumulation of leaves, grass cuttings, shrubbery cuttings, limbs, trunks, palm fronds or other refuse from the care of lawns, gardens, shrubbery, vines and trees, and improper / abandoned dumps of the same,

- 1) Includes loose piles of garden and yard trash which shall be collected with pitch forks, brooms and other tools as needed, except for grass clippings, leaves and pine needles which should be containerized. If the grass clippings, leaves and pine needles are not containerized, the CITY requires the CONTRACTOR to pick this up and leave a door hanger or flier for residents on the proper procedures for the containment of yard waste and notification is to be sent to the CITY.
- 2) **Includes Christmas Tree/Wreath Collection Service.** For all Collection & Disposal Service customer categories, the CONTRACTOR shall provide live Christmas tree / live wreath collection service as a part of Yard Waste Collection Service at no additional cost to the CITY or customer. The CONTRACTOR shall provide the CITY with the schedule and coordinating information for this collection sixty (60) days prior to Christmas Day.
- 3) But not including dirt, soil or sod removed in the renovation or rebuilding of lawns and turfs, not including tree limbs, shrubbery cuttings and the like which exceed six (6) inches in diameter and/or five (5) feet in length and not including contractor-generated accumulations of the same *[except where amounts are generally no larger than what the resident(s) could have reasonably generated on their own; CITY retains sole discretion on this determination.]*
- 4) The CONTRACTOR shall inform the customer that items, such as tree limbs, tree trunks, shall be cut in lengths not to exceed five (5) feet, and of no greater than six (6) inches in diameter.
- 5) For yard waste exceeding fifty (50) pounds or diameters greater than six (6) inches, a special pickup may be requested by the customer, and a reasonable service charge may be levied by the CONTRACTOR, subject to notification and agreement, of the customer and the CITY.
- 6) Landscape maintenance contractors are to transport and dispose of generated yard waste from customer locations, and such is considered excluded waste unless the CITY determines on a case-by-case basis that such shall be collected by the CONTRACTOR.

## 2. OVERVIEW OF EXISTING / CURRENT FRANCHISE CONTRACT SERVICES

- A. The City of Jacksonville Beach has a total land area of 8.06 square miles and has a total population of 21,823 (per U.S. Census Bureau 2013), with a median resident age of 39.8 years. As of July 2016, there are currently within the CITY's city limits an estimated:
  - 1) 8,253 customer locations that receive Garbage/Trash Toter Pickup Service with recycling, bulky waste and yard waste collection services included. Currently forty-five (45) of these customers are authorized special pull-out disability service.
  - 2) 431 customer locations that receive Garbage/Trash Dumpster Collection Service, via front-load collection truck, with bulky waste and yard waste collection services included. Sixty-

three (63) of these are multifamily dwellings. Thirty-five (35) multifamily dwellings participate in recycling (*currently at no cost to the CITY; free of charge to the customer*) with a total of one hundred ninety-two (192) 95-gallon toters.

- 3) 16 customer locations that receive Garbage/Trash Compactor Collection Service, via roll-off transport collection trucks, with bulky waste and yard waste collection services included.
- B. Existing toter inventory with customers consist of primarily 95-gallon size, and also 64-gallon size issued during initial startup of toter service. Since initial startup, additional toter inventory purchased by franchise contractor has been 95-gallon size. Recycling is single stream, utilizing 19 gallon bins. Customers are authorized up to two (2) toters and two (2) recycling bins.
- C. Existing container inventory during transition: Existing toters and bins with CITY logo emblem remain with customers in coordinated transition to CONTRACTOR franchise. Dumpsters are to be replaced by CONTRACTOR in coordinated transition with ending franchise contractor.
- D. The existing Contractor-CITY Complaint Tracking System is TRAC-EZ, selected and provided by the current contractor.
- E. The collection of solid waste, bulky waste, yard waste and recycling service areas for the CITY are bounded by:

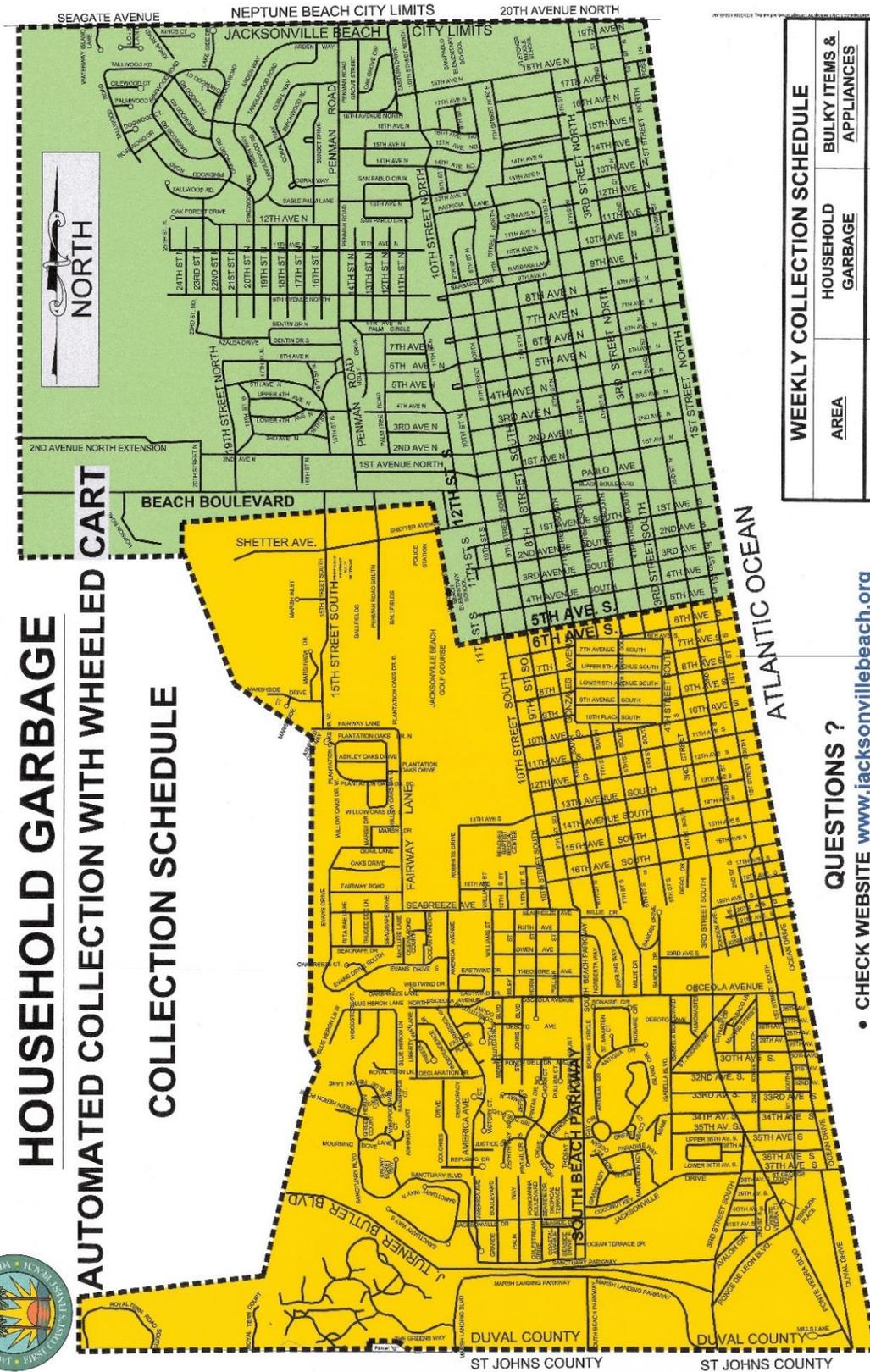
North	South	East	West
City of Neptune Beach	St. John's County	The Atlantic Ocean	Intra-Coastal Waterway

- F. The existing residential and small commercial Garbage/Trash Toter Pickup Service and the associated Recycling, Bulky Waste and Yard Waste Collection Services are divided into zones as shown in the following two (2) charts:

JACKSONVILLE BEACH

HOUSEHOLD GARBAGE

AUTOMATED COLLECTION WITH WHEELED CART  
COLLECTION SCHEDULE

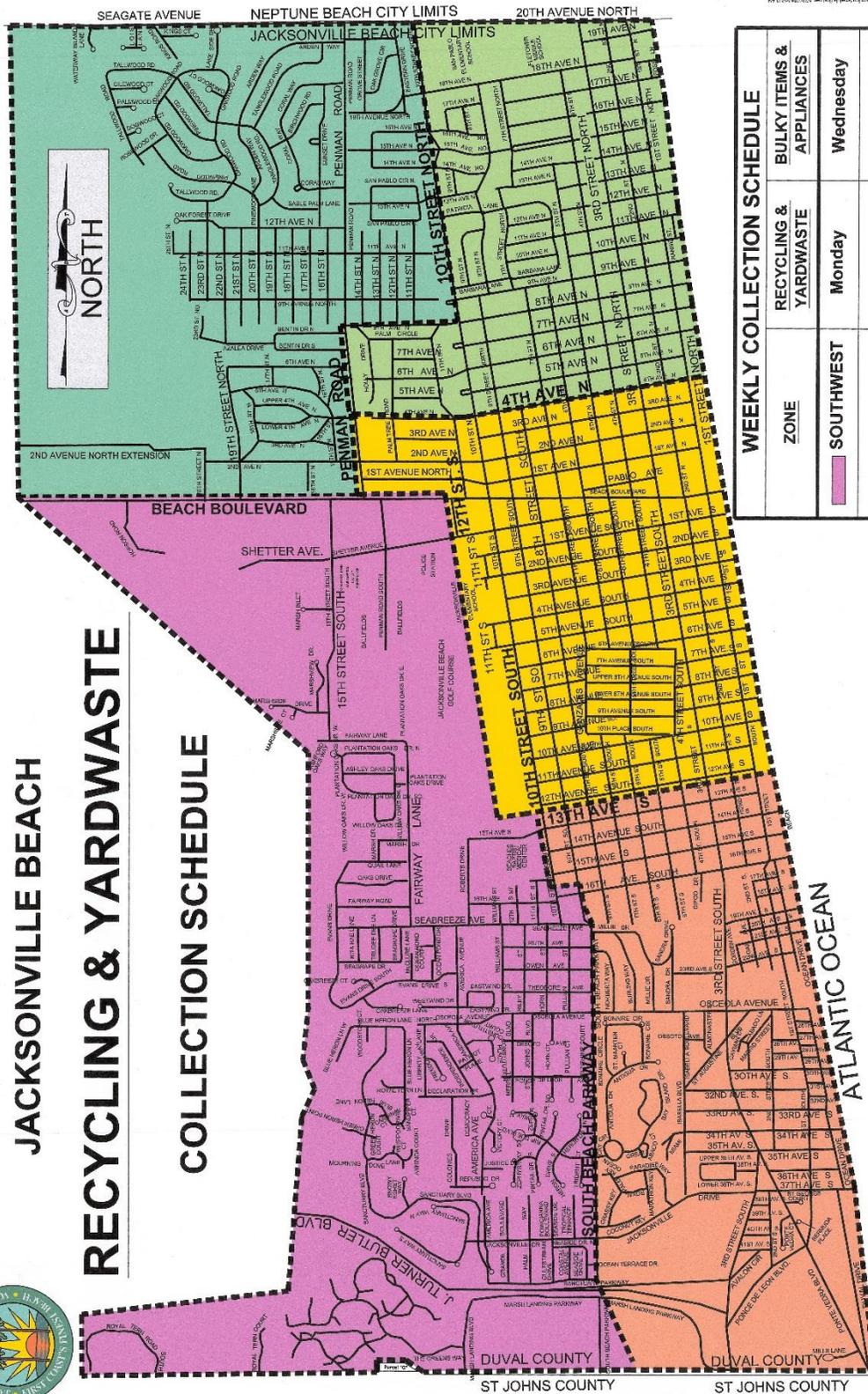


WEEKLY COLLECTION SCHEDULE		
AREA	HOUSEHOLD GARBAGE	BULKY ITEMS & APPLIANCES
SOUTH	Monday, Thursday	Wednesday
NORTH	Tuesday, Friday	Wednesday
• <u>RECYCLING &amp; YARDWASTE</u> SEE PAGE 2 OF 2		

QUESTIONS ?

- CHECK WEBSITE [www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)
- CALL PUBLIC WORKS 247-6219





WEEKLY COLLECTION SCHEDULE	
ZONE	BULKY ITEMS & APPLIANCES
SOUTH WEST	Monday
SOUTH EAST	Tuesday
CENTRAL	Wednesday
NORTH WEST	Thursday
NORTH EAST	Friday
• HOUSEHOLD GARBAGE SEE PAGE 1 OF 2	

**JACKSONVILLE BEACH**  
**RECYCLING & YARDWASTE**  
**COLLECTION SCHEDULE**

- QUESTIONS ?**
- CHECK WEBSITE [www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)
  - CALL PUBLIC WORKS 247-6219



- G. The following 2015 Jax Beach Tonnage Report summarizes tonnage of garbage/trash and bulky Waste collected at Residential and Small Commercial account locations in CY 2015. It also separates the garbage/trash tonnage into Day 1 and Day 2 weekly pickups.

**2015 JAX BEACH TONNAGE REPORT**

	Day 1- MSW Monday/Tuesday	Day 2- MSW Thursday/Friday	Bulk/Appliance Wednesday	Total
January	338.12	254.52	163.07	755.71
February	251.54	240.84	180.43	672.81
March	398.15	182.92	245.89	826.96
April	352.48	284.2	180.22	816.9
May	301.35	254.94	109.33	665.62
June	387.56	258.45	160.78	806.79
July	287.65	383.74	175.99	847.38
August	316.7	204.81	135.54	657.05
September	371.92	239.38	181.73	793.03
<b>TOTAL</b>	<b>3005.47</b>	<b>2303.8</b>	<b>1532.98</b>	

- H. The following CITY Tonnage Report summarizes tonnage and volumes collected and disposed from 2011 through 2015.

CITY OF JACKSONVILLE BEACH TONNAGE REPORT					
	2011	2012	2013	2014	2015
<b>SOLID WASTE COLLECTION</b>					
<b>RESIDENTIAL</b>					
House Count (as of December)	7808	7875	7980	8090	8221
Total Tons - Year	8617.64	7998.60	8601.42	8769.36	8936.85
Average Tons per Month	718.14	666.55	716.79	730.78	744.74
Average Stops per Month	65696.17	67784.00	68594.50	69544.00	70590.58
Average lbs. per Stop	21.88	19.67	20.90	21.01	21.10
<b>TOTAL RESIDENTIAL</b>					
<b>Tons</b>	8617.64	7998.6	8601.42	8769.36	8936.85
<b>Cubic Yards</b>	718.136667				
<b>COMMERCIAL</b>					
<b>Commercial - Dumpsters, Front-End Loaders</b>					
Tons - Year	10547	10099	10135	10063	9579
Average Tons per Month	878.92	841.58	844.58	838.58	798.25
Cubic Yards - Year	280940.00	280245.00			290723.00
Average Cubic Yards per Month	23411.67	23353.75			24226.92
Average Pick-Ups Per Month	3913.08	3622.92	3532.83	3635.33	4175.67
Average lbs. per Pick-Up	449.22	464.59	478.04	463.38	433.09
<b>Commercial - Compactors</b>					
Tons - Year	2829.00	2591.00	2506.00	2486.00	2417.00
Average Tons per Month	235.75	215.92	208.83	207.17	201.42
Average Pick-Ups Per Month	49.42	50.75	46.67	49.42	50.75
Average lbs. per Pick-Up	9541.32	8509.03	8999.90	8406.16	8067.00
<b>TOTAL COMMERCIAL</b>					
<b>Tons - Year</b>	13375.98	12690	12641.1	12549.17	11995.84
<b>Cubic Yards - Year</b>	492134.46	280854.33	266711.65	277067.34	291331.91
<b>TOTAL SOLID WASTE COLLECTION</b>					
<b>Tons - Year</b>	21993.62	20688.60	21242.52	21318.53	20932.69
<b>Cubic Yards - Year</b>	492852.60	280854.33	266711.65	277067.34	291331.91
<b>YARD WASTE COLLECTION</b>					
<b>Total Tons - Year</b>	3599.67	3134.37	3695.17	3996.91	3697.05
Average Tons per Month	299.97	261.20	307.93	333.08	308.09
Average Stops per Month	29568.42	33892.17	34297.08	34772.08	35295.25
Average lbs. per Stop	20.40	15.41	17.96	19.16	17.46
<b>RECYCLING</b>					
<b>Total Tons - Year</b>	1081.36	1086.44	1243.55	1206.45	1136.86
Average Tons per Month	90.11	90.54	103.63	100.54	94.74
Average Stops per Month	33581.75	33892.17	34297.08	34772.08	35295.25
Average lbs. per Stop	5.37	5.34	6.04	5.78	5.37

- I. Collection and disposal service for garbage/trash, recycling, and bulky waste for CITY property is provided free of charge. The following charts give an overview of current service.

<b>Garbage / Trash DUMPSTERS</b>				
<u>Location</u>	<u>Address</u>	<u>Dumpster Size</u>	<u>Number Dumpsters</u>	<u>Number Pickups (per week, per dumpster)</u>
Carver Center	738 S. 4 <sup>th</sup> Avenue	6 Yds	1	6
Community Service Building	850 S. 6 <sup>th</sup> Avenue	4 Yds	1	6
Golf Course	605 S Penman Rd	8 Yds	1	6
Warren Smith Cemetery	1538 N. 2 <sup>nd</sup> Avenue	8 Yds	1	6
Operations & Maintenance	1460 A Shetter Avenue	8 Yds 4 Yds	1 6	6 6
Police Department	101 S. Penman Rd	8 Yds	1	6
Pollution Control Plant	910 S. 10 <sup>th</sup> Street	3 Yds	2	3
Wingate Ball Field	355 S. Penman Road	8 Yds	2	6

<b>Garbage / Trash ROLL-OFFs</b>			
<u>Location</u>	<u>Address</u>	<u>No. of Roll-offs</u>	<u>Average Number Pickups (per month, per roll-off)</u>
Public Works Department	1460 Shetter Ave	1	2
Beaches Energy Services	1460 Shetter Ave	2	3
Golf Course Maintenance Facility	605 S Penman Rd	1	2
Old City Yard	1005 S. 8 <sup>th</sup> Avenue	1	2
BES Sub-Station	4400 South Beach Parkway	1	2

<b>Garbage / Trash and Recycling TOTERS (95-gallon)</b>			
<u>Facility Locations</u>	<u>Address</u>	<u>Number Garbage</u>	<u>Number Recycle</u>
Fire Department	325 S. 2 <sup>nd</sup> Avenue	5	0
Fire Department	2500 South Bch Pkwy	2	0
City Hall	11 N. 3 <sup>rd</sup> Street	0	0
Water Plant 1	337 S. 1 <sup>st</sup> Avenue	0	0
Water Plant 2	1050 Osceola Avenue	0	0
Police Department	101 S. Penman Rd	0	6 (19-gal bins)
Parks & Recreation	2505 South Bch Pkwy	8	0
Operations & Maintenance	1460 Shetter Avenue	0	7
Bathrooms - Oceanfront	N. 2 <sup>nd</sup> Avenue	2	0
	N. 5 <sup>th</sup> Avenue	4	0
	S. 6 <sup>th</sup> Avenue	2	0
BES SCADA	1111 S. 5 <sup>th</sup> Avenue	4	0
Tennis Courts	218 S. 16 <sup>th</sup> Avenue	2	0
The Pollution Control Plant	910 S. 10 <sup>th</sup> Street	0	0

3. SCOPE OF WORK:

A. OVERVIEW of Solid Waste and Recycling Collection & Disposal Services to be Contracted by the CITY

CITY Customer Type Collection & Disposal Service	TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICE			
	GARBAGE / TRASH <i>(containerized)</i>	RECYCLING <i>(containerized)</i>	BULKY WASTE <i>(not containerized)</i>	YARD WASTE <i>(not containerized)</i>
	TYPE RECEPTACLE AT CUSTOMER LOCATION / TYPE CONTRACTOR COLLECTION VEHICLE			
• Residential	Toter(s) / Mechanical Pickup <i>(exclusive franchise)</i>	Toter(s) / Mechanical Pickup <i>(exclusive franchise)</i>	Ground / Hand and/or Mechanical Pickup <i>(exclusive franchise)</i>	Ground / Hand and/or Mechanical Pickup <i>(exclusive franchise)</i>
• Small Commercial and • Unique Commercial	Toter(s) / Mechanical Pickup <i>(exclusive franchise)</i>	Toter(s) / Mechanical Pickup <i>(nonexclusive franchise)</i>	Ground / Hand and/or Mechanical Pickup <i>(exclusive franchise)</i>	Ground / Hand and/or Mechanical Pickup <i>(exclusive franchise)</i>
• Multifamily Dwelling	Dumpster(s) [or Customer provided Container(s)] / Mechanical Pickup <i>(exclusive franchise)</i>	Toter(s) [or Dumpster(s)] / Mechanical Pickup <i>(exclusive franchise)</i>	Ground / Hand and/or Mechanical Pickup <i>(exclusive franchise)</i>	Ground / Hand and/or Mechanical Pickup <i>(exclusive franchise)</i>
• Commercial Establishment	Dumpster(s) [or Customer provided Container(s)] / Mechanical Pickup <i>(exclusive franchise)</i>	Toter(s) [or Dumpster(s)] / Mechanical Pickup <i>(nonexclusive franchise)</i>	Ground / Hand and/or Mechanical Pickup <i>(exclusive franchise)</i>	Ground / Hand and/or Mechanical Pickup <i>(exclusive franchise)</i>

**B. ALTERNATE Combinations of Possible Franchise Contracted Collection / Disposal Frequency for Residential, Small Commercial and Unique Commercial Customer Locations**

CITY  Customer Type  Collection & Disposal Service	TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICE			
	GARBAGE / TRASH <i>(containerized)</i>	RECYCLING <i>(containerized)</i>	BULKY WASTE <i>(not containerized)</i>	YARD WASTE <i>(not containerized)</i>
	TYPE RECEPTACLE AT CUSTOMER LOCATION / TYPE CONTRACTOR COLLECTION VEHICLE			
• Residential	Toter / Mechanical Pickup <i>(exclusive franchise)</i>	Toter / Mechanical Pickup <i>(exclusive franchise)</i>	Ground / Hand and/or Mechanical Pickup <i>(exclusive franchise)</i>	Ground / Hand and/or Mechanical Pickup <i>(exclusive franchise)</i>
• Small Commercial and • Unique Commercial	Toter / Mechanical Pickup <i>(exclusive franchise)</i>	Toter / Mechanical Pickup <i>(nonexclusive franchise, open market)</i>	Ground / Hand and/or Mechanical Pickup <i>(exclusive franchise)</i>	Ground / Hand and/or Mechanical Pickup <i>(exclusive franchise)</i>
ALTERNATE Combinations for Respondent Price Proposals	POSSIBLE CONTRACTED COLLECTION FREQUENCY			
A <i>(current)</i>	Twice per week	Once per week	Once per week	Once per week
B	Twice per week	Once bi-weekly	Once per week	Once per week
C	Once per week	Once per week	Once per week	Once per week
D	Once per week	Once bi-weekly	Once per week	Once per week
Respondent Optional Alternate	TBD	TBD	TBD	TBD

- 1) The CONTRACTOR shall collect and properly dispose of **Garbage / Trash, Recycling, Bulky Waste** and **Yard Waste** as shown above:
  - a) At the **weekly frequency** as determined by the CITY;
  - b) On the **scheduled days by zones** as approved by the CITY, with schedules for each type collection **spread over every work day of the week** (Monday, Tuesday, Wednesday, Thursday and Friday) so that misses can be serviced quickly;

- c) Using the **type collection vehicle(s)** noted above;
  - d) During the **CITY Authorized Hours of Collection**;
  - e) From the **Curbside Collection Point** of each customer location and at the **Designated Point** at each **Special Disability Pull-Out Service** customer location.
- 2) The CONTRACTOR shall purchase, provide, maintain and replace as necessary for each customer location, **at no additional cost to the CITY**:
    - a) Up to two (2) each **Garbage/Trash Toters**.
    - b) One (1) each **Recycling Toter**.
  - 3) The CONTRACTOR shall make collections with a minimum of noise and disturbance to the customers. The receptacles shall be handled carefully by the CONTRACTOR, and shall be thoroughly emptied, and left in an upright position where they are found at the collection point, not in the middle of or blocking the driveway. This work shall be done in a sanitary manner. The CONTRACTOR's employees shall immediately pickup any spilled garbage / trash, loose yard waste / bulky waste, and/or spilled recycling in the area.
  - 4) It shall be the responsibility of the garbage/trash route driver to note **Bulky Waste** items that are set out, and immediately radio information to the CONTRACTOR's dispatcher, customer service representative, and/or field supervisor. Dispatcher, customer service representative, and/or field supervisor shall transcribe these items into the CONTRACTOR-CITY Complaint Tracking Database. If the bulky waste item is missed, and not picked up on the scheduled day of the week, the CONTRACTOR shall have forty-eight (48) hours from placement to pickup.
  - 5) **Unique Commercial Collection & Disposal Service.** The regular solid waste collection volume of some commercial customers normally would place them in the Commercial Establishment Service level with a dumpster. However, their customer locations cannot safely accommodate a dumpster enclosure and access requirements. Thus, a combination of Toters' volume collected and the estimated Constant Bulky Waste volume collected is used to accommodate the normal, regular solid waste collection volume of the customer and to more equitably pay the CONTRACTOR.
  - 6) CONTRACTOR shall collect improperly placed and abandoned dumps of each type of solid waste / recycling collection during the weekly schedules by zones at no additional cost to the CITY.
  - 7) Small Commercial and Unique Commercial Recycling Services is a **nonexclusive part of the franchise contract** and the commercial customer may use the **open market** for recycling collection services.
  - 8) The monthly payment for these services to the CONTRACTOR is summarized in Sub-Section 11, SCHEDULE OF PAYMENTS.
  - 9) **Respondent Optional Alternate(s).** Respondent should clearly explain how respondent alternate differs from CITY scope to include, but not limited to, type collection vehicles, containers provided to customers, frequency of collections, personnel, value-added, etc.

**C. ALTERNATE Combinations of Possible Franchise Contracted Collection / Disposal Frequency for Multifamily Dwelling and Commercial Establishment Customer Locations**

CITY Customer Type Collection & Disposal Service	TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICES			
	GARBAGE / TRASH <i>(containerized)</i>	RECYCLING <i>(containerized)</i>	BULKY WASTE <i>(not containerized)</i>	YARD WASTE <i>(not containerized)</i>
	TYPE RECEPTACLE AT CUSTOMER LOCATION / TYPE CONTRACTOR COLLECTION VEHICLE			
• <b>Multifamily Dwelling</b>	<b>Dumpster(s)</b> [or Customer provided Container(s)] / <b>Mechanical Pickup</b> <i>(exclusive franchise)</i>	<b>Toter(s)</b> [or Dumpster(s)] / <b>Mechanical Pickup</b> <i>(exclusive franchise)</i>	<b>Ground / Hand and/or Mechanical Pickup</b> <i>(exclusive franchise)</i>	<b>Ground / Hand and/or Mechanical Pickup</b> <i>(exclusive franchise)</i>
• <b>Commercial Establishment</b>	<b>Dumpster(s)</b> [or Customer provided Container(s)] / <b>Mechanical Pickup</b> <i>(exclusive franchise)</i>	<b>Toter(s)</b> [or Dumpster(s)] / <b>Mechanical Pickup</b> <i>(nonexclusive franchise, open market)</i>	<b>Ground / Hand and/or Mechanical Pickup</b> <i>(exclusive franchise)</i>	<b>Ground / Hand and/or Mechanical Pickup</b> <i>(exclusive franchise)</i>
<b>ALTERNATE Combinations for Respondent Price Proposals</b>	<b>POSSIBLE CONTRACTED COLLECTION FREQUENCY</b>			
<b>A</b> <i>(current)</i>	Customer/CITY decision <i>(size dumpster / weekly frequency)</i>	Once per week	Once per week	Once per week
<b>B</b>	Customer/CITY decision <i>(size dumpster / weekly frequency)</i>	Once bi-weekly	Once per week	Once per week
<b>C</b>	Customer/CITY decision <i>(size dumpster / weekly frequency)</i>	Once per week	Once per week	Once per week
<b>D</b>	Customer/CITY decision <i>(size dumpster / weekly frequency)</i>	Once bi-weekly	Once per week	Once per week
<b>Respondent Optional Alternate</b>	Customer/CITY decision <i>(size dumpster / weekly frequency)</i>	TBD	TBD	TBD

- 1) The CONTRACTOR shall collect and properly dispose of **Garbage / Trash** from **Dumpster(s)** or **Customer provided Container(s)** as shown above:
  - a) At the **weekly frequency** and **scheduled days** by customer location as decided by each Customer and the CITY, which can change from time-to-time;
  - b) With schedules for collection as approved by the CITY, spread over seven (7) days of the week (Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday) so that misses can be serviced quickly; scheduling Sunday collection service will be by special need requested by the customer and approved by the CITY.
  - c) Using the type collection vehicle(s) noted above;
  - d) During the CITY **Authorized Hours of Collection**;
  - e) From the **Dumpster(s) / Container(s) Location** at each customer location;
- 2) The CONTRACTOR shall purchase, provide, maintain and replace as necessary for each customer location Garbage / Trash Dumpsters (in varying sizes of 2, 4, 6 and/or 8 cubic yards and in varying quantities at the request of the customer with CITY approval), **at no additional cost to the CITY**.
- 3) The CONTRACTOR shall collect and properly dispose of **Bulky Waste** and **Yard Waste** as shown above:
  - a) At the **weekly frequency** as determined by the CITY;
  - b) On the scheduled days as approved by the CITY, with schedules for each type collection spread over every work day of the week (Monday, Tuesday, Wednesday, Thursday and Friday) so that misses can be serviced quickly;
  - c) Using the type collection vehicle(s) noted above;
  - d) During the CITY **Authorized Hours of Collection**;
  - e) From the **Dumpster(s) / Container(s) Location** at each customer location.
- 4) The CONTRACTOR shall collect and properly dispose of **Recycling** as shown above:
  - a) At the **weekly frequency** as determined by the CITY;
  - b) On the **scheduled days** as approved by the CITY, with schedules for recycling collection spread over every work day of the week (Monday, Tuesday, Wednesday, Thursday and Friday) so that misses can be serviced quickly;
  - c) Using the type collection vehicle(s) noted above;
  - d) During the CITY **Authorized Hours of Collection**;
  - e) Transporting from the **Recycling Toter(s) [or Dumpster(s)] Location** at each customer location and return the toters to that location after mechanically emptying.
- 5) The CONTRACTOR shall purchase, provide, maintain and replace as necessary for each customer location **Recycling Toters** (or **Recycling Dumpsters** at the customer request with CITY approval), which number shall vary by customer location and CITY approval, **at no additional cost to the CITY**.
- 6) It shall be the responsibility of the Garbage / Trash collection driver to note **Bulky Waste** and **Yard Waste** that are set out at / near the Dumpster(s) / Container(s) Location at each customer location, and immediately radio this information to the CONTRACTOR's dispatcher, customer service representative, and/or field supervisor. Dispatcher, customer service representative, and/or field supervisor shall transcribe these items into the

CONTRACTOR-CITY Complaint Tracking Database. If the Bulky Waste items or Yard Waste is missed, and not picked up on the scheduled day of the week, the CONTRACTOR shall have forty-eight (48) hours from placement to pickup.

- 7) The CONTRACTOR shall make collections with a minimum of noise and disturbance to the customers. The receptacles shall be handled carefully by the CONTRACTOR, and shall be thoroughly emptied, and left in an upright position with the lids closed where they are found at the collection point. This work shall be done in a sanitary manner. The CONTRACTOR's employees shall immediately pickup any garbage / trash spilled, loose yard waste / bulky waste, and/or spilled recycling and any located on the ground in the area.
  - 8) The CONTRACTOR is responsible for closing and securing container doors and locking enclosure doors or gates of all customers.
  - 9) CONTRACTOR shall collect improperly placed and abandoned dumps of each type of solid waste / recycling collection shown above during the weekly schedules by zones at no additional cost to the CITY.
  - 10) Commercial Establishment Recycling Services is a **nonexclusive part of the franchise contract** and the commercial customer may use the **open market** for recycling collection services.
  - 11) The monthly payment for these services to the CONTRACTOR is summarized in Sub-Section 11, SCHEDULE OF PAYMENTS.
  - 12) **Respondent Optional Alternate(s)**. Respondent should clearly explain how respondent alternate differs from CITY scope to include, but not limited to, type collection vehicles, containers provided to customers, frequency of collections, personnel, value-added, etc.
- D. **Garbage / Trash, Recycling, Bulky Waste and Yard Waste Collection for Parks, Picnic Areas, Seawalk, Rights-of-Way, and all other Property Owned, Leased, Rented or Controlled by the CITY and all Free of Charge to the CITY**
- 1) The CONTRACTOR shall empty all refuse receptacles used by the general public and the CITY in any of the following areas: municipal buildings / facilities / plants, parks, picnic areas, seawalk, and all other property owned, leased, rented and/or controlled by the CITY, unless decided otherwise on a case-by-case basis at the sole discretion of the CITY. The collection schedule, quantities, and locations may be amended at any time, upon the sole discretion of the CITY.
  - 2) At CITY locations, the CONTRACTOR shall collect and properly dispose of **Garbage / Trash, Recycling, Bulky Waste and Yard Waste** in the manner detailed above in Sub-Sections B and C:
    - a) At the **weekly frequency** as determined by the CITY for collecting of same for the CITY's customers;
    - b) On the **scheduled days** as approved by the CITY, with schedules spread over every day of the week (Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday) so

- that misses can be serviced quickly; scheduling Sunday collection service will be by special need requested by the customer and approved by the CITY;
- c) Using the type collection vehicle(s) noted above in Sections B and C;
  - d) During the **CITY Authorized Hours of Collection**;
  - e) From the Collection Point at each CITY location designated by the CITY.
- 3) The frequency and collection schedule may be amended from time-to-time, to service any special events held at the CITY facility.
  - 4) CONTRACTOR shall provide all these collection and disposal services for CITY locations **free of charge to the CITY**, including purchase, provision, maintenance and replacement of dumpsters, roll-offs, toters and all other receptacles.
  - 5) The CONTRACTOR shall, after notification by the CITY or the CITY's Police Department, pickup dead fowl, reptiles, and all dead animals, from public rights-of-way, playgrounds, parks, and all CITY-owned or rented property, **at no additional cost to the CITY**
  - 6) The CONTRACTOR shall be responsible for the collection and proper disposal of all **used tires** improperly deposited (abandoned) on CITY rights-of-way and used tires collected at the Public Works Complex at the CITY's Operations and Maintenance Facility, as well as tires at all customer locations within the city limits, **at no additional cost to the CITY**.
  - 7) The CONTRACTOR shall collect and properly dispose of all observed **improperly placed and abandoned dumps** of solid waste, including, garbage / trash, recycling, bulky waste, yard waste, construction and demolition debris, tires, and any other improperly placed or abandoned refuse waste of any kind. The abandoned dumps shall be picked up by the route collection driver, when observed on the route by the driver and/or the field supervisor, without any additional instructions from the CITY. The CITY may also identify illegal dumping and notify the CONTRACTOR. The CONTRACTOR shall pickup and properly dispose of the illegally dumped wastes **at no additional cost to the CITY**.

At no additional cost to the CITY, the CONTRACTOR shall provide the CITY once a week a dedicated garbage/trash collection vehicle with driver and supervisor for collection of improperly placed and abandoned dumps, and other collections as determined necessary by the CITY. The CITY, at its sole discretion, may choose to not utilize this resource.

CONTRACTOR shall collect garbage/trash and yard waste from normal maintenance of vacant lots in the same manner and amounts as the garbage/trash and yard waste collection for service locations that receive residential and small commercial collection and disposal services.

#### 4. MISCELLANEOUS PROVISIONS

##### A. Disposal of CONTRACTOR Collected Garbage / Trash, Recycling, Bulky Waste and Yard Waste

- 1) **Garbage / Trash, Bulky Waste and Yard Waste** collected by the CONTRACTOR is suggested to be hauled to the appropriate disposal facilities owned and operated by the City of Jacksonville (Duval County). **The CITY shall not be responsible for disposal fees** charged by the County or other disposal operator for the CONTRACTOR to use the facility. (Currently, the City of Jacksonville does not charge tipping fees to the City of Jacksonville Beach.)
- 2) In the future, if the City of Jacksonville (Duval County) imposes a tipping fee for disposing of Garbage / Trash, Recycling, Bulky Waste and/or Yard Waste collected for the CITY within the city limits, the CONTRACTOR may at that time apply to the CITY for a rate adjustment to cover those disposal fees only, which will not be unreasonably withheld by the CITY. This rate adjustment is required to be mutually agreed between the CONTRACTOR and the CITY prior to disposal of the refuse.
- 3) Pathological, hazardous, and any other dangerous waste, as determined by the CITY, shall not be collected and hauled to the disposal facility. The occupants or owners of the establishments are responsible for making arrangements to dispose of such pathological and hazardous wastes in a safe manner, in compliance with County and State rules and regulations.
- 4) Industrial wastes and accumulation of debris from construction, demolition or rebuilding of structures, because of their volume and nature, shall not be collected and hauled along with ordinary solid waste and refuse to the disposal facility. Construction contractors are responsible to remove any accumulated industrial waste and debris, using their own or their licensed haulers' trucks and labor.

**B. Recovery of CONTRACTOR Collected Recyclable Materials**

- 1) Recyclable materials collected by the CONTRACTOR shall be transported and disposed at the designated licensed recovery facility, or to an end-market for sale or reuse, or to an intermediate collection center for later delivery to the recovery facility or end-market. The CONTRACTOR and the CITY may coordinate in developing markets for recyclable materials. The CONTRACTOR may market the recyclable materials through local business operations in Duval County or other nearby counties, with considerations of best availability, capacity and market prices. The CONTRACTOR shall be responsible for the disposal of collected recyclables (that are not marketed or sold) to the County landfill, and shall not charge the CITY for the volume disposed.
- 2) The CONTRACTOR shall assure the CITY that adequate recyclable material processing capacity shall be provided for recyclable materials collected in the CITY. It is the CONTRACTOR's responsibility to provide to the CITY the location of the designated licensed recyclables processing facility. The CITY shall be notified ninety (90) days in advance of any changes in the plans for receiving and processing of recyclable materials collected within the city limits.

- 3) The CONTRACTOR shall account for all revenues generated through recycling and report all such revenues by purchaser to the CITY on an annual basis. The CONTRACTOR shall retain all revenues from the sale of recyclable materials. The CONTRACTOR shall provide the CITY with accounting records from the recyclable purchasers when requested by the CITY.
- 4) The CITY views recycling as an important way towards reducing overall waste output. The CONTRACTOR may propose innovative methods, such as community recycling rewards programs, to increase the amount of recyclable materials collected.

### C. Schedules and Routes

- 1) The CONTRACTOR shall develop routes and schedules with maps, and obtain CITY approval prior to the initial implementation and/or any proposed changes to the current schedules. The CONTRACTOR is responsible for proactively publicizing the routes and schedules to all customers prior to the start of any change of routes and schedules, to the satisfaction of the CITY.
- 2) The CONTRACTOR is to develop routes and schedules in such a manner that garbage/trash, recycling, bulky waste and yard waste are collected somewhere within the CITY limits every work day of each week for residential and commercial customers so that CONTRACTOR resources are immediately available to attend to and quickly cure missed pickups and other service complaints by customers.
- 3) The CITY reserves the right to deny the CONTRACTOR's standard collection vehicles' access to certain streets, alleys and public ways, inside the city or outside the city in route to the disposal facilities, where it is in the best interest of the general public, due to, but not limited to conditions of streets or bridges. The CONTRACTOR shall provide collection vehicles that accommodate any such limitations, and shall meet the requirements of the CITY. The CONTRACTOR shall not interrupt the regular schedule and quality of service because of any street closures or limitations.
- 4) At various times during the year, the volume of refuse to be collected and disposed of may materially increase due to higher amounts of yard waste. Any such additional workload shall not be considered adequate justification for failure of the CONTRACTOR to maintain the required collection schedules and routes, and the quality of service.
- 5) Individual route starting times and succession of pickup shall remain constant so as to promote and achieve regularity of service. All route and/or schedule changes shall be subject to CITY approval. The CITY's decision on the schedules and/or changes shall be final.
- 6) The CITY may modify, extend or suspend schedules in the event of natural disaster, health hazard or any other state of emergency requiring such action, and construction projects within the city limits.

- 7) Customers shall be notified by the CONTRACTOR (and/or the CITY at the CITY's discretion) of the schedules and schedule changes. Customers shall receive reasonable notification of the collection schedules, prior to the observance of the holidays.

**D. Special Disability Pull-Out Service**

- 1) The CONTRACTOR shall accommodate, **at no additional cost to the CITY**, special disability pull-out service for handicapped and/or elderly residents.
- 2) Elderly residents or those with short-term or long-term physical limitations who are unable to bring or have difficulty bringing their solid waste, yard waste and recyclables to the household curbside collection points may request for special disability pull-out service by providing to the CITY Public Works Department a physician's note, detailing the reason for and the duration of the pull-out service. Upon the CITY's approval, the resident is notified with the confirmed period of special disability pull-out service.
- 3) The CONTRACTOR shall collect, within the CITY approved time period, the handicapped resident's refuse and recyclables from their side door or designated location in the property. The CONTRACTOR shall be responsible to bring the toter(s) to the curb for dumping and then return them to their original placement.
- 4) There are presently forty-five (45) customers citywide who are unable to place their toter(s) at the curbside collection point. The CITY will certify this list annually and reserves the right to increase or decrease these numbers as may be required at any time at no additional cost to the CITY.
- 5) The CONTRACTOR shall be responsible to refresh the side yard identification markers on the pavement / curb once every three (3) months.

**E. Compliance with Laws and Regulations**

- 1) The CONTRACTOR agrees to abide by all applicable federal, state, county and CITY laws and regulations. The CONTRACTOR and his surety indemnify and save harmless the CITY, all its officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or other decree whether by the CONTRACTOR, its employees or its subcontractor(s). This clause shall apply not only during the term of this Agreement or extension thereof, but also as to any claim, liability or damages which are based on the CONTRACTOR's conduct during the term of this Agreement or extension thereof and in the event the CITY is charged with responsibility, jointly or severally, for the aforementioned conduct as a successor to the CONTRACTOR.
- 2) Amendments. The CITY shall have the right to amend this Agreement from time-to-time as necessary to comply with federal, state, county and local laws and regulations, as amended from time-to-time. Also, notwithstanding any provisions to the contrary contained herein, this Agreement may be amended with a mutual written consent of both parties.

- 3) City Ordinances. Nothing contained in any ordinance of the CITY now in effect, hereafter adopted, pertaining to the collection and disposal of garbage/trash, recycling, bulky waste and yard waste shall in any way be construed by the CONTRACTOR or anyone else, other than the CITY, to affect, change or modify or otherwise alter the duties, responsibilities and operation of the CONTRACTOR in the performance of the terms of this contract. It is the intention hereof that the CONTRACTOR be required to perform strictly the terms of this Agreement, regardless of the effect or interpretation of any municipal ordinances which in any way relate to garbage/trash, recycling, bulky waste and yard waste, unless it is any interpretation made by the CITY.

#### F. **Disaster Services**

- 1) The CONTRACTOR shall have a disaster response plan for removal and disposal of excessive amounts of debris or refuse accumulated in the event of a storm of catastrophic proportions, any natural calamity, riot or any severe domestic disturbance. The CONTRACTOR shall have, at all times, written agreements with a subcontractor to supplement the collection, hauling and disposal of such wastes, in the event that the CONTRACTOR's resources are insufficient to effect a timely clean-up. Such agreement shall contain operational details and the add-on unit pricing for collection, hauling, and disposal cost. The subcontractor agreement shall be reviewed and approved by the CITY.
- 2) In the event of a disaster, the CITY and the CONTRACTOR shall meet and coordinate expeditiously to formulate and agree upon the specific clean-up plan.
- 3) In the event of a disaster or a severe domestic disturbance, the CITY shall have the option to utilize any combination of the CONTRACTOR's services, the CONTRACTOR's subcontractors, the CITY's own contractors, or any adjacent municipal or County forces provided through mutual aid.
- 4) In the event of a disaster such as a hurricane, the CONTRACTOR will be expected to continue with collection services and closely coordinate with the CITY when to cease operations within the CITY's city limits. Currently, the CITY Disaster Plan calls for the CONTRACTOR to resume and continue the collection schedule as soon as safely possible.

#### G. **Force Majeure**

The performance of any act by the CITY or CONTRACTOR hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any other cause beyond the reasonable control of such party, provided, however, in the event the CONTRACTOR is delayed or suspended in its performance due to a condition of force majeure, the CITY shall have the right to provide substitute service from third party contractors or CITY forces and in such event the CITY shall withhold payment due CONTRACTOR for such period of time in which service is not provided by the CONTRACTOR. If the condition of force majeure exceeds a period of 14 days, the CITY may at its option and discretion, cancel or renegotiate this Agreement.

## H. Customer Service

The CONTRACTOR shall maintain a high quality of service by working to keep service complaints to a minimum. Toward this objective, the CONTRACTOR shall provide the following **at no additional cost to the CITY**.

- 1) The CONTRACTOR shall maintain an office facility within the Duval County limits, equipped with a **dedicated toll free number** for **CITY customers only** (only Jacksonville Beach customers receiving Residential, Multifamily, Small Commercial, Unique Commercial and/or Commercial Establishment collection and disposal services from the CONTRACTOR), responsible person in-charge, and sufficient staff during the hours of operation of 7:00am to 7:00pm. The CONTRACTOR shall have, at all times during the work hours, a competent supervisor for residential and commercial, authorized to receive information and act accordingly to handle any complaints.
- 2) The CITY's authorized representative(s) shall have direct contact access, direct work phone number, cell phone number, email and texting capability directly with (not automated voice mail, etc.) to the CITY's assigned Customer Resource Supervisor for both residential and commercial, at any time to address residential and commercial services concerns from customers.
- 3) The CONTRACTOR shall record all complaints in a CONTRACTOR-CITY Complaint Tracking Database, developed, maintained and tracked by the CONTRACTOR, **at no additional cost to the CITY**, with the format and functionality approved by the CITY. The CONTRACTOR shall propose a web-based platform for customers to directly submit complaints, concerns, service misses, and questions regarding their collections, with a link on the CITY website if at all possible. Implementation shall be subject to the approval of the CITY.
- 4) The CONTRACTOR's dispatcher, customer service representative, and/or field supervisor(s) shall transcribe/confirm all phoned, emailed or website customer complaints/concerns/questions into the CONTRACTOR-CITY Complaint Tracking Database and close same items in the complaint tracking database with explanation of the satisfactory resolution. **The CONTRACTOR shall provide the CITY a weekly report detailing this information.**
- 5) All complaints shall be addressed within 24-hours of notification. The CONTRACTOR shall be responsible for corrective actions and shall answer all complaints courteously and promptly.
- 6) Complaints not resolved by the CONTRACTOR shall be forwarded to the CITY's Designated Representative, who shall have the authority to make a final decision for the resolution of the issue.
- 7) The CONTRACTOR shall pickup all missed collection by 7:00pm on the same day, when given notice before 3:00pm. The CONTRACTOR shall pickup all missed collection by 12:00 noon the following day, when given notice between 3:00pm and 7:00pm.

- 8) For each month in which the number of legitimate complaints reaches twenty (20) or more, whether resolved timely or not, whether for garbage, recycling, bulky waste, yard waste, or any other issue, the CITY shall claim liquidated damages. Each complaint shall be considered legitimate, unless satisfactory disposition of the claim is provided. The decision of the CITY shall be final.

#### I. **City to Be Final Determination**

To prevent misunderstanding and any litigation, the CITY, shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, location of and the applicable interpretation of the contract provisions, and the acceptable fulfillment of the contract on the part of the CONTRACTOR; and the CITY will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the CITY and the CONTRACTOR. The CITY shall make such explanation as may be necessary to complete, explain or make definite the provisions of this contract; and its findings and conclusions shall be final and binding upon both parties.

#### J. **Public Notices and Education Services**

- 1) The CONTRACTOR shall partner with the CITY in developing and implementing public education and community outreach programs. The public education program shall emphasize recycling and waste reduction. The CONTRACTOR shall coordinate with the CITY in the messaging, publication, and dissemination of such information. The CITY shall retain final approval of all program materials. The CONTRACTOR shall be responsible for all expenses associated with the notices and education services required herein and provide the same **at no additional cost to the CITY.**
- 2) The CONTRACTOR further agrees to conduct presentations for civic groups, homeowner associations and other appropriate citizen's groups as deemed appropriate.
- 3) The CONTRACTOR shall provide public education materials about recycling and services on a not less than yearly basis. The education materials shall include, but not limited to, acceptable recyclable materials, collection schedules, and specifications for acceptable yard trimmings and waste.
- 4) The CONTRACTOR shall provide the following notices and educational services to help inform the public about the CITY's Solid Waste management system. The CONTRACTOR shall be responsible for all expenses associated with the notices and educational services required herein.
  - a) **Notice for Commencement of Service**

At least sixty (60) calendar days before the coordinated Commencement / Transition Start Date, the CONTRACTOR shall design, print, and deliver a notice to each customer (Residential, Small Commercial, Unique Commercial, Multifamily Dwelling and

Commercial Establishment) concerning the CONTRACTOR's Collection and Disposal Services.

A 2<sup>nd</sup> Notice shall be provided to Residential, Small Commercial and Unique customers approximately two (2) weeks before the Commencement / Transition Start Date.

A 3<sup>rd</sup> notice is to be provided to Residential, Small Commercial and Unique customers approximately one (1) week before the Commencement / Transition Start Date.

The 2<sup>nd</sup> or 3<sup>rd</sup> notice should include a refrigerator magnet with the weekly/bi-weekly pickup schedule for each customer.

The notices are to be delivered by the U.S. Postal Service, hand-delivered via door hangers. At a minimum, the notice to Residential and Small Commercial Customers shall:

- i. identify each of the Scheduled Collection Days for the Customer receiving the notice.
- ii. Summarize the applicable Set Out requirements, include other educational and promotional information coordinated between the CONTRACTOR and the CITY. The notice also may provide any other relevant information concerning the CONTRACTOR's services.
- iii. The CITY shall retain final approval of all program materials prior to printing and/or distribution.

**b) Annual Notice to Customers**

The CONTRACTOR shall design, print, and mail or deliver an annual notice to all Residential, Small Commercial and Unique Commercial customers within the Service Area. The notice shall include the same basic information provided for in the Notice for Commencement of Service pursuant to **Sub-Section 4.J.4)a)** above, but shall be updated as necessary. The CONTRACTOR shall provide the annual notice on the annual anniversary of the contract.

**c) Notices for New Customers**

The CONTRACTOR shall design, and print upon the CITY's approval and mail or deliver appropriate informational materials for each New Customer. At a minimum, the notice shall include the same information that is contained in the annual notice pursuant to **Sub-Section 4.J.4)b)**.

**d) Notices Concerning Changes in Collection Schedules**

The CONTRACTOR shall design, print, and deliver a notice to each Customer that will be affected by a change in the Scheduled Collection Days. An electronic (digital) copy of the draft notice shall be submitted to the CITY for review and approval at least three

(3) weeks prior to the printing and delivery of the notice. The approved notice shall be delivered to the affected Customers before the CONTRACTOR changes its Scheduled Collection Days. Notice shall be provided twice to Residential Customers that receive Collection Service at Curbside. Such Customers shall receive notice approximately two (2) weeks prior to the change and then they shall receive notice again approximately one (1) week prior to the change. The CITY's decision on schedules, or changes thereof, shall be final.

e) **Notices for Holidays**

In accordance with the procedure in **Sub-Section 4.J.4)a)**, the CONTRACTOR shall provide notice to Customers that will be affected by a change in their Scheduled Collection Days because of a Holiday.

K. **Holidays**

When the CITY observed Thanksgiving, Christmas or New Years Day falls on a regularly scheduled collection day, the CONTRACTOR shall collect all solid waste on the holiday or the following day, excluding Sunday, unless the CITY approves a different collection scheduled at its sole discretion. When any other CITY holiday falls on a regularly scheduled collection day, the CONTRACTOR shall collect on the regularly scheduled collection day.

L. **Records and Reporting**

The CONTRACTOR shall provide the CITY with ad hoc, weekly, monthly, and annual reports.

- 1) Weekly reports shall be submitted to the CITY on CONTRACTOR customer service about customer complaints/concerns/questions and their resolution by the CONTRACTOR.
- 2) Monthly reports shall be submitted to the CITY on or before the 10th day of the following month, and shall include, but not limited to, the following information: complaints resolution summary, daily route sheets (including labor hours) with the disposal site, weight tickets summarized for the month, recycling participation for the month, landfill tickets, tonnage summary for the month per service category – Solid Waste Collection, Yard Waste Collection and Recycling.
- 3) Annual reports shall be submitted by the CITY's prescribed date.
  - a) Annual reports shall include, but not limited to, the following: highlights of major accomplishments for the year, issues and trends noted in all service categories, recycling participation summary for the year, tonnage summary for the year per each service category.
  - b) The CONTRACTOR shall account for all revenues generated through recycling and report all such revenues by purchaser to the CITY on an annual basis.

- c) The CONTRACTOR shall provide its audited financial statement for the year ended when requested by the CITY.

## 5. CONTRACTOR PERSONNEL

The CONTRACTOR shall use competent, qualified, sober personnel to provide the services required by this Agreement. The CONTRACTOR shall devote sufficient personnel, time and attention to its operations under this Agreement to ensure that its performance will be satisfactory to the CITY.

### A. District Manager

CONTRACTOR shall appoint an employee to serve as the District Manager. The District Manager shall be the CONTRACTOR's primary point of contact with the CITY for all technical and administrative matters pertaining to this Agreement. The District Manager is to have at least five (5) years of prior managerial experience with programs of this nature and size. The District Manager shall have the authority to make significant decisions relevant to the day-to-day operation of CONTRACTOR's program under this Agreement. The District Manager shall have direct access to the CONTRACTOR's senior management for resolving problems beyond the District Manager's authority. At all times during the term of this Agreement, the CITY's Public Works Director or his designated representative shall have immediate access to the District Manager by telephone and electronic mail. The District Manager shall be responsible for overseeing and implementing the CONTRACTOR's performance under this Agreement.

### B. Field Supervisors

- 1) The CONTRACTOR is to designate field supervisors as follows:
  - a) One (1) each **Residential Field Supervisor** to supervise and coordinate collection and disposal services to Residential, Small Commercial and Unique Commercial customers.
  - b) One (1) each **Commercial Field Supervisor** to oversee and supervise collection and disposal services to Multifamily Dwelling and Commercial Establishment customers.
- 2) The field supervisors(s) are to have immediate access to an automobile or truck to supervise employee performance and to quickly respond to customer service issues.
- 3) At all times, the CITY representatives shall have immediate direct access to the field supervisor(s) by cell phone, work phone, electronic mail and text.
- 4) Field supervisors are to remain within the CITY's city limits as long as necessary every operational day to supervise mission performance, address customer service issues and to respond directly to the concerns / questions of CITY representatives.

**C. Employee Conduct**

The CONTRACTOR's personnel shall maintain a courteous and respectful attitude toward the public at all times. The CONTRACTOR shall instruct its employees to avoid loud or profane language during the performance of their duties under this Agreement. CONTRACTOR's employees shall not cause any disturbance, interference, or delay to any work or service rendered to the CITY or by the CITY. CONTRACTOR's employees shall not conduct themselves in a negligent, disorderly or dishonest manner.

**D. Employee Identification**

The CONTRACTOR shall furnish each employee with an appropriate means of identification as an employee of the CONTRACTOR (e.g., a uniform with a name tag and company logo). The CONTRACTOR's employees shall wear the identification at all times while on duty.

**E. Attire for Employees**

Employees and subcontractors of the CONTRACTOR shall wear proper attire at all times when working for the CITY under this Agreement. Proper attire shall consist of appropriate pants or shorts, a shirt with the CONTRACTOR's name or logo, and boots or similar footwear.

**F. Removal of Employees**

The CITY reserves the right to disapprove of and request removal of any CONTRACTOR personnel assigned to the CITY's work. Such disapproval or request shall be for reasonable cause only and shall be addressed verbally or in writing to the CONTRACTOR's District Manager or the manager's authorized representative. Notwithstanding the foregoing, the CONTRACTOR shall not be required to take any action with regard to the CONTRACTOR's personnel that would violate any Applicable Law. The CONTRACTOR shall defend, save, and hold the CITY harmless from and against any and all legal actions by any employees so removed.

**G. Employee Training and Licenses**

All of the CONTRACTOR's employees shall be qualified and appropriately trained for the tasks assigned to them. The CONTRACTOR shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this Agreement and all Applicable Laws.

At all times when operating vehicles or equipment pursuant to this Agreement, the CONTRACTOR's employees shall carry a valid Florida driver's license for the type of vehicle or equipment being operated.

The CITY may request the CONTRACTOR's employees to produce their driver's license for inspection at any time when the employee is on duty.

#### H. CONTRACTOR's Compliance with Labor Laws

The CONTRACTOR shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

#### I. Legal Status of CONTRACTOR's Employees

A Person employed by the CONTRACTOR shall have no right or claim to any pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to the CITY's officers and employees. The CONTRACTOR shall have the sole responsibility for paying any wages and providing any employment benefits to such Person.

### 6. CONTRACTOR VEHICLES / TRUCKS / EQUIPMENT

#### A. At Start of Contract

The CONTRACTOR shall provide all new or like new equipment for all types of collection and disposal service for solid waste and recycling (toter service, commercial container service, bulky waste service, yard waste service, recycling service,). Collection trucks are to be industry standard, water tight, with solid sides and covers, using pneumatic tires. The CONTRACTOR is to provide the following type vehicles and in quantities to accomplish the collection and disposal services for the CITY's customers in a consistently satisfactory manner:

- 1) Hydraulic Side Arm (or Tipper) Mechanical Loading Collection Trucks based on type truck for servicing Residential, Small Commercial and Unique Commercial Toter Pickup Services for garbage / trash and recycling. Also, may be used for servicing recycling for Multifamily Dwellings and participating Commercial Establishments.

Note: Respondent may propose Mechanical Loading Collection Trucks (such as with slower loading hydraulic tippers). However, it is anticipated that the quantity of trucks would increase to ensure that the performance service level would be equal or greater than with side-arm loading trucks. CONTRACTOR employees shall be required to use the or hydraulic side-arms (or tippers) to empty toters safely into the collection trucks.

- 2) Hydraulic Front-end Loading Collection Trucks for servicing Multifamily Dwelling and Commercial Establishment customers having dumpsters and small compactors.
- 3) Roll-off Transport Trucks for servicing Multifamily Dwelling and Commercial Establishment customers having large compactors and/or roll-offs that are loaded onto the truck, transported to the landfill for dumping and returned to the customer location.
- 4) 10-yard Mini Side Loader Pak-Rat Collection Trucks (or similar truck) for collection in alleyways and other restricted/narrow accessibility areas.

- 5) Bulky Waste Collection Trucks with Mechanical Lift for collection of all kinds of bulky waste items.
- 6) Yard Waste Collection Trucks for hand collection and some mechanical (clam bucket) collection as necessary.
- 7) Vehicles for Field Supervisors for direct supervision of mission performance, responding directly to customer service issues, and responding to / coordinating directly with CITY representatives.

B. **As part of the proposal submission**, each respondent is to submit a schedule of the trucks/vehicles to be assigned to this contract and showing:

- 1) The types of collection trucks (with catalog cut / brochure) and other vehicles.
- 2) The quantity by type of collection truck to provide consistent satisfactory customer service.
- 3) The average age by type of the new / like new collection trucks and other vehicles.
- 4) The respondent goal for the average age of collection trucks by type for each year of the initial 6-year term.
- 5) The planned frequency schedule for cleaning and painting of the vehicles/ equipment/ trucks.

C. **Marking / Maintenance / Cleaning / Painting of Vehicles / Trucks**

Equipment is to be maintained in a reasonable, safe, working condition, to be painted uniformly, and the company name, telephone number, and the number of the vehicle printed in letters not less than nine (9") inches high, on each side of the vehicle. The vehicles shall be numbered and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles servicing the CITY. A sign saying "**Serving the City of Jacksonville Beach**" shall be displayed on all collection trucks while operating in the City of Jacksonville Beach.

CONTRACTOR shall properly maintain the fleet during the term of this contract. All vehicles will be secure and all precautions taken to prevent the leakage of any fluids or littering of materials collected. All vehicles used for garbage/trash, yard waste and recycling collection will have a fully enclosed metal top. Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the CONTRACTOR to immediately pickup scattered refuse.

The CONTRACTOR is required to keep collection vehicles emptied by mechanical means, cleaned and painted to present a pleasing appearance.

#### D. Communication / Locator Devices for Commercial Collection Vehicles / Trucks

All vehicles, residential, commercial and recycling are to be equipped with operational radio transceiver capable of communicating with the CONTRACTOR's dispatcher and assigned Field Supervisor from anywhere within the City of Jacksonville Beach city limits and the county disposal sites.

All commercial container collection vehicles are to be equipped with **GPS locator/time stamp programming with photo capability** to track the date and time of each pickup service by customer location.

### 7. RECEPTACLES TO BE PROVIDED TO CUSTOMERS

#### A. Toters for:

- **Residential Collection & Disposal Service customers** – Garbage/Trash and Recycling.
  - **Small Commercial Collection & Disposal Service customers** – Garbage/Trash and Participating Recycling.
  - **Unique Commercial Collection & Disposal Service customers** - Garbage/Trash and Participating Recycling.
  - **Multifamily Dwelling Collection & Disposal Service customers** – Participating Recycling.
  - **Commercial Establishment Collection & Disposal Service customers** – Participating Recycling.
- 1) The CONTRACTOR shall provide to each customers:
    - a) CITY-standard 95-gallon lidded wheeled toters.
    - b) CITY-optional 64-gallon lidded, wheeled toters based on customer need.
  - 2) The CONTRACTOR shall provide all Residential Collection & Disposal Service and Small Commercial Collection & Disposal Service customers with:
    - a) Garbage/trash toter(s) (up to 2 each, based on customer location need and as approved by the CITY).
    - b) Recycling toter(s) (1 each for each residential customer and participating small commercial customer).
  - 3) The CONTRACTOR shall provide all Unique Commercial Collection & Disposal Service customers:
    - a) Garbage/trash toter(s) at the quantity that will provide appropriate garbage/trash capacity (based on customer location need and as approved by the CITY).
    - b) Recycling toter(s) at the quantity that will provide appropriate recycling capacity (based on participating customer location need and as approved by the CITY).

- 4) The CONTRACTOR shall provide for recycling services to all participating Multifamily Dwelling Collection & Disposal Service customers and participating Commercial Establishment Collection & Disposal Service.
  - a) Recycling toter(s) at the quantity that will provide appropriate recycling capacity for the complex/establishment or larger container(s) such as appropriately sized recycling dumpster(s), as determined by the CITY
  - b) The number of recycling toters (or larger containers) and location of on-site storage and pickup location shall be coordinated closely with the CITY and the complex representative. The CITY shall be the final approval on each multifamily complex or commercial establishment situation.
- 5) CONTRACTOR shall purchase, provide, maintain and replace toters (and larger containers) to customers at no additional cost to the CITY or customer.

New replacement/additional toters to be provided by the CONTRACTOR shall be a rugged, heavy plastic receptacle, green in color with minimum rated capacities of ninety-five (95) gallons for CITY-standard and sixty-four (64) gallons for CITY-optional having a hinged, tight-fitting lid (green lid for garbage and yellow lid for recycling labeled RECYCLE), and wheels. The toter shall be designed / constructed for use with semi-automated hydraulic side-arm collection trucks. All toters shall be as defined in the definition of **Toter** and CONTRACTOR shall not use any other toter or receptacle. CITY shall review and approve the type toter prior to CONTRACTOR purchase.

- 6) Within thirty (30) days of receiving the **Notice to Proceed** on the franchise contract and as early in the transition period as possible, the CONTRACTOR shall provide:
  - a) **Recycling Toters** to every customer location receiving Recycling Toter Pickup Service, which includes Residential customers, Multifamily customers, participating Small Commercial customers, participating Unique Commercial customers, and participating Commercial Establishment customers.
  - b) **Garbage/Trash Toters** to new customer locations as needed and replacements to existing customer locations as needed that are receiving Garbage/Trash Toter Pickup Service, which includes Residential customers, Small Commercial customers, and Unique Commercial customers.
- 7) **Toters Become CITY Property at Contract End.** All toters shall automatically become the property of the CITY at the termination of the contract at no additional cost to the CITY. CONTRACTOR shall haul and neatly stack the remaining inventory of toters purchased for the CITY contract, to the location within the city limits determined by the CITY, at no additional cost to the CITY.
- 8) The CONTRACTOR shall maintain all garbage/trash and recycling toters (and larger containers) in good repair and appearance. The CONTRACTOR shall be responsible for the

replacement or repair costs of any CONTRACTOR provided toter (or larger container), to include repairing lower restraining bar, lids and broken wheels

- 9) Toters shall be emptied and returned to each customer's original placement location. However, the CONTRACTOR shall ensure that no toters are left in the roadway or blocking the driveway. Toters shall remain upright with lid closed. Toters shall be left in a neat and orderly manner along the length of the neighborhood block. Toters shall be handled with due care at all times.

**B. Garbage / Trash Containers for:**

- **Multifamily Dwelling Collection & Disposal Service customers.**
- **Commercial Establishment Collection & Disposal Service customers.**

Multifamily Dwellings and Commercial Establishments in this service category shall use, but are not limited to, any of the following for the accumulation of garbage / trash:

- 1) Garbage / trash containers as defined in this contract and as modified in the future.
- 2) Containers emptied by mechanical means.
- 3) **Dumpster containers**, provided by the CONTRACTOR, at the CONTRACTOR's expense (and at no additional cost to the CITY or customer), in two (2), four (4), six (6), eight (8) cubic yard capacities, to include ancillary items, such as rollers, gravity locks and dumpster security devices (not enclosures or shoots). The costs to purchase, provision, maintenance, replacement, collection, disposal, all servicing, profit, overhead and any and all other costs (direct and/or prorated) are included in the contract unit price per container cubic yard collected.
- 4) **Roll-off containers**, provided by the CONTRACTOR, at the CONTRACTOR's expense (and at no additional cost to the CITY or customer), to include ancillary items, such as rollers and security devices on roll-offs (not enclosures or shoots), as approved by the CITY, when permanent-use roll-off service is approved by the CITY, subject to transition from existing customer contracts for existing service. Purchase, provision, maintenance, replacement, collection, disposal, profit, overhead and any and all other costs (direct and/or prorated) are included in the contract unit price per pull.
- 5) The CONTRACTOR shall provide containers, collection and disposal for **temporary-use** dumpster and/or roll-off service as requested by customers and concurred by the CITY. Purchase, provision, maintenance, replacement, collection, disposal, and all servicing shall be provided in:
  - 1) The contract unit price per container cubic yard collected for dumpsters.
  - 2) The contract unit price per pull for roll-offs.
- 6) CONTRACTOR shall provide solid waste collection and disposal services for **customer provided** large compactors, small compactors, special design dumpsters, and regular

dumpster subject to transition from existing contracts for existing service. CONTRACTOR collection, disposal, profit, overhead and any and all other costs (direct and/or prorated) are included as follows:

- 1) In the contract unit price per pull applied to each **Large Compactor** that is serviced by loading the compactor on a roll-off transport collection vehicle, transporting the compactor to the landfill, disposing of the garbage/trash at the landfill, and returning the compactor to its specific site at the customer location.
- 2) In the contract unit price per container cubic yard collected applied to each customer provided container that is collected and emptied into a Front-Load Collection Truck at its specific site at the customer location, such as:
  - i. **Regular Dumpsters;**
  - ii. **Special Designed or Sized Dumpsters;**
  - iii. **Small Compactor**, where in the compactor cubic yard size is to be multiplied by four (4) to convert to the equivalent loose container cubic yards.
- 7) Locations, quantities and frequency of pickups may change from time-to-time at the sole discretion of the CITY.

## 8. COLLECTION LOCATIONS

- A. It will be the sole responsibility of the respondent to tour the specified routes and familiarize themselves with the work addressed in the RFP and the levels of service expected; collection locations of garbage/trash totes, recycling totes, garbage/trash containers, recycling containers if any, bulky waste (including white goods), and yard waste may vary and some areas require collection in paved and unpaved alleyways. It is strongly suggested that the respondent becomes familiar with all routes (residential and small commercial; multifamily and commercial establishment) to fully understand the requirement and equipment necessary to provide garbage/trash collection, recycling collection, bulky waste collection, and yard waste collection to each and every customer within the city limits.
- B. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the respondent is familiar with the nature and extent of the work, and the equipment, materials, and labor required. CONTRACTOR shall schedule and dispatch sufficient quantities of equipment and labor (including reserve resources) to successfully complete the routes each day, within the allotted time period, and obtaining the desired and stated program results.
- C. Each and every customer serviced by the CITY shall be entitled to all collection services. In the event the road is not accessible due to construction, special event, public safety incident(s), etc. the CONTRACTOR shall make every effort to service the customer(s).

## 9. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

- A. Damage to public or private property by CONTRACTOR vehicles / trucks, other equipment or personnel shall be immediately reported to the CITY. The CONTRACTOR shall be responsible for all cost of repair and/or replacement at no additional cost to the CITY, customer or property owner.
- B. Drivers of vehicles that have major fluid leaks (hydraulic, motor oils, gear oils, etc.) and subsequently cause discharge to enter storm drains and damage pavement and other surfaces shall immediately take the necessary precautions in accordance with the appropriate State and County environmental regulations to address the issue. This will be done at CONTRACTOR's expense. Any discharge on CITY roads or rights-of-way which causes the vehicle to become inoperable shall be immediately reported to the CITY, operations stopped and area thoroughly cleaned placing all cleaning material in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with the scheduled route. All clean ups must be reported immediately to the City of Jacksonville Beach Public Works Department. The report will include the address nearest the area where the spill occurred. When, in the opinion of the CONTRACTOR, the damaged area is cleaned, the CONTRACTOR will contact the City of Jacksonville Beach Public Works Department which will be responsible for approving that the clean-up was satisfactory and accepted.
- C. Driver's with vehicles that have minor fluid leaks (hydraulic hoses, fittings, cylinder seals, other oils to include garbage juices) will be immediately escorted out of the city limits. Vehicles with significant fluid leaks shall be safely shut down in a safe location and the CONTRACTOR shall immediately haul the dead-lined vehicle to the vehicle repair facility.
- D. CONTRACTOR shall assume liability for damages to:
  - 1) Private and public property such as fences, awnings, trees, shrubs, yards, irrigation systems, etc. during the collection of garbage/trash, recycling, bulky waste and/or yard waste. **Any such damage must be resolved within a period of five calendar days.**
  - 2) CONTRACTOR trucks / vehicles / equipment resulting from overgrowth from private or public property during the course of alleyway and street collection.

## 10. LIQUIDATED DAMAGES

It is the intent of the parties to ensure that the CONTRACTOR provides high quality collection and disposal services to all customers within the CITY's city limits. To that end, the CONTRACTOR shall provide high quality services in accordance with this Scope and the franchise contract and within the time limits set forth in the Scope and the franchise contract, which Scope shall become part of the franchise contract at its execution. The CITY and CONTRACTOR agree that the CONTRACTOR'S failure to perform in accordance with this Scope and the franchise contract causes the CITY to incur damages which will be difficult, if not impossible, to calculate; and for that reason the CITY and the CONTRACTOR agree that the following amounts are reasonable estimates of such damages and shall constitute liquidated damages, and not penalties. Therefore, if the CONTRACTOR fails to perform in accordance with this Scope and the franchise contract, except in the case of a Force Majeure event, the

CITY, at its sole discretion and determination, without waiving other remedies it may have under this Scope and the franchise contract, and without reducing the CONTRACTOR's obligations to provide quality service, may deduct from any amount otherwise payable to the CONTRACTOR the amounts in accordance with the following schedule:

<b>Liquidated Damages Listing (continued)</b>	
<b><u>Description – Amount Assessed</u></b>	
<p><b>NOTE:</b> CITY and CONTRACTOR mutually agree that:</p> <ul style="list-style-type: none"> <li>○ CITY determines the timing and amount of each and every assessment of liquidated damages.</li> <li>○ CONTRACTOR owes and pays the CITY assessed liquidated damages as a reduction in the monthly payment due to the CONTRACTOR from the CITY for the services rendered under the provisions of this franchise contract.</li> </ul>	
A.	<p>When the CONTRACTOR is more than two (2) working days (excluding Sunday) behind schedule for any services provided, then it will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>• <b>\$500.00 per day per account;</b></li> </ul> <p>until the CONTRACTOR demonstrates to the satisfaction of the CITY that the service is back on schedule.</p>
B.	<p>The CONTRACTOR will provide the requested toter/container to each household/commercial account within two (2) working days of receiving notice from the CITY. Failure of the CONTRACTOR to deliver the toter/container within (2) days will result in an assessment of liquidated damages to the CONTRACTOR in the amount of:</p> <ul style="list-style-type: none"> <li>• <b>\$100 per day/per account for toters;</b></li> <li>• <b>\$250 per day/per account for containers (dumpsters).</b></li> </ul>
C.	<p>If a collection is missed and the account customer notifies the CITY, the CITY will notify the CONTRACTOR who will return to collect the materials. In all cases, the missed collection will be handled by 7:00pm the same day when given notice by 3:00pm, or by 12:00 noon the following day when given notice between 3:00pm and 7:00pm. The CONTRACTOR will be assessed liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>• <b>\$100 for each missed toter pickup account that is not resolved in the time stipulated.</b></li> <li>• <b>\$250 for each commercial container pickup account that is not resolved in the time stipulated.</b></li> </ul>
D.	<p>Failure to complete a route on the Scheduled Collection Day. A route shall be considered incomplete if five (5) or more commercial containers/dwelling units or two (2) or more streets or roadways are not provided Collection Service. Each failure shall result in an assessment liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>• <b>\$2,000 per route, per Operating Day.</b></li> </ul>
E.	<p>Collections outside the hours specified in this agreement, without prior approval of the CITY, shall result in an assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>• <b>\$250 per incident per day.</b></li> </ul>

<b>Liquidated Damages Listing (continued)</b>	
<b><u>Description – Amount Assessed</u></b>	
<p><b>NOTE:</b> CITY and CONTRACTOR mutually agree that:</p> <ul style="list-style-type: none"> <li>○ CITY determines the timing and amount of each and every assessment of liquidated damages.</li> <li>○ CONTRACTOR owes and pays the CITY assessed liquidated damages as a reduction in the monthly payment due to the CONTRACTOR from the CITY for the services rendered under the provisions of this franchise contract.</li> </ul>	
F.	<p>Collection of dumpsters/compactors before 7:00am shall result in an assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>● <b>\$500 per incident per day.</b></li> </ul>
G.	<p>Failure to clean spillage (oil, hydraulic fluid, garbage juices, trash, etc.) on the day that the spillage occurs will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>● <b>\$500 per incident per day in a residential area.</b></li> <li>● <b>\$1,000 per incident per day in a commercial area.</b></li> </ul>
H.	<p>Failure to repair damage to public or private property within five (5) calendar days or within the timeframe approved by the CITY, will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>● <b>\$500 per incident per day, including the first five (5).</b></li> </ul>
I.	<p>Failure to maintain a collection truck, vehicle or equipment in a clean and sanitary manner will result in an assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>● <b>\$500 per incident per day until corrected.</b></li> </ul>
J.	<p>Failure to have a vehicle properly licensed, or failure to have the vehicle operator properly licensed, or failure of the operator to carry a valid license while on duty will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>● <b>\$1000 per incident per day.</b></li> </ul>
K.	<p>Mixing Recyclable Materials with Solid Waste, or mixing any other materials that are required to be collected separately will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>● <b>\$500 per incident.</b></li> </ul>
L.	<p>Legitimate complaints over twenty (20) per month, whether resolved timely or not, will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>● <b>\$200 per incident, including the first twenty (20).</b></li> </ul>
M.	<p>Failure to provide documents and reports in a timely and accurate manner on or before the 10th day of the following month or as required will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>● <b>\$250 per incident.</b></li> </ul>

**Liquidated Damages Listing (continued)**  
**Description – Amount Assessed**

**NOTE:** CITY and CONTRACTOR mutually agree that:

- CITY determines the timing and amount of each and every assessment of liquidated damages.
- CONTRACTOR owes and pays the CITY assessed liquidated damages as a reduction in the monthly payment due to the CONTRACTOR from the CITY for the services rendered under the provisions of this franchise contract.

N.	<p>Failure to properly and legibly label a Collection Truck / Vehicle / Equipment or Collection Container in the manner required herein, will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>• <b>\$500 per truck / vehicle / equipment and each container not properly labeled.</b></li> </ul>
O.	<p>Failure to maintain office hours in the manner specified in this franchise contract will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>• <b>\$200 per incident.</b></li> </ul>
P.	<p>Failure to replace/exchange a damaged/stolen Garbage/Recycle toter within two (2) days will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>• <b>\$500 per incident per day, including the two (2) days.</b></li> </ul>
Q.	<p>Failure to replace/exchange a damaged/stolen Dumpster/Compactor within 3 days will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>• <b>\$1,000 per incident per day, including the three (3) days.</b></li> </ul>
R.	<p>If the CONTRACTOR notifies the CITY, whether verbally or via the CONTRACTOR-CITY complaint tracking database, that a complaint has been resolved, when in actuality the complaint <u>has not been</u> resolved, it will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>• <b>\$250 per residential customer incident.</b></li> <li>• <b>\$500 per commercial customer incident.</b></li> </ul>
S.	<p>Placing Garbage or Recycling Toters in a manner that blocks driveways, streets, or roads will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>• <b>\$350 per incident.</b></li> </ul>
T.	<p>Failure to return Dumpsters or Compactors inside the enclosure after servicing will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>• <b>\$700 per incident.</b></li> </ul>
U.	<p>Failure to provide timely notices and educational materials, as required in this franchise contract will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>• <b>\$1,000 per incident.</b></li> </ul>

**Liquidated Damages Listing (continued)**  
**Description – Amount Assessed**

**NOTE:** CITY and CONTRACTOR mutually agree that:

- CITY determines the timing and amount of each and every assessment of liquidated damages.
- CONTRACTOR owes and pays the CITY assessed liquidated damages as a reduction in the monthly payment due to the CONTRACTOR from the CITY for the services rendered under the provisions of this franchise contract.

V.	Any CONTRACTOR employee, sub-contractor or worker soliciting or accepting an unauthorized fee or monetary compensation from a customer will result in the assessment of liquidated damages in the amount of: <ul style="list-style-type: none"> <li>● <b>\$500 per incident.</b></li> </ul>
W.	Failure to respond to the CITY by 4:00 p.m. on the first Operating Day following a telephone call, voice message, or electronic message requesting a response from an Operations Manager or the District Manager will result in the assessment of liquidated damages in the amount of: <ul style="list-style-type: none"> <li>● <b>\$200 per day.</b></li> </ul>
X.	Failure to adhere to the CITY approved routes in the Collection Plan, without receiving the CITY’s prior approval for the deviation will result in the assessment of liquidated damages in the amount of: <ul style="list-style-type: none"> <li>● <b>\$500 per incident.</b></li> </ul>
Y.	Failure to cover or enclose Solid Waste and Source Separated Recyclable Materials in the CONTRACTOR’s Collection trucks / vehicles / equipment, as required herein, will result in the assessment of liquidated damages in the amount of: <ul style="list-style-type: none"> <li>● <b>\$500 per incident.</b></li> </ul>
Z.	Failure to close and relock Dumpster Enclosures and to ensure that dumpster lids are closed will result in the assessment of liquidated damages in the amount of: <ul style="list-style-type: none"> <li>● <b>\$500 per incident.</b></li> </ul>
AA.	Failure to provide current and up-to-date employee roster and proper uniforms every 30 days will result in the assessment of liquidated damages in the amount of: <ul style="list-style-type: none"> <li>● <b>\$250 per incident.</b></li> </ul>
BB.	Failure to provide current schedule and route maps annually on the contract anniversary date will result in the assessment of liquidated damages in the amount of: <ul style="list-style-type: none"> <li>● <b>\$500 per incident.</b></li> </ul>
CC.	Failure to use proper equipment to service residential and/or commercial customers will result in the assessment of liquidated damages in the amount of: <ul style="list-style-type: none"> <li>● <b>\$1,000 per incident per day.</b></li> </ul>

<b>Liquidated Damages Listing (continued)</b>	
<b><u>Description – Amount Assessed</u></b>	
<p><b>NOTE:</b> CITY and CONTRACTOR mutually agree that:</p> <ul style="list-style-type: none"> <li>○ CITY determines the timing and amount of each and every assessment of liquidated damages.</li> <li>○ CONTRACTOR owes and pays the CITY assessed liquidated damages as a reduction in the monthly payment due to the CONTRACTOR from the CITY for the services rendered under the provisions of this franchise contract.</li> </ul>	
DD.	<p>Failure to submit an audited financial statement by the prescribed date will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>● <b>\$1,000 per incident.</b></li> </ul>
EE.	<p>Failure to properly utilize and keep current, on weekly basis, the web-based CONTRACTOR-CITY complaint tracking database to make timely resolution and responses to customer and CITY complaints, concerns, and questions will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>● <b>\$500 per incident.</b></li> </ul>
FF.	<p>Causing skid marks on roadways, private driveways, or any thoroughfare within the service area / city limits will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>● <b>\$500 per skid mark.</b></li> </ul>
GG.	<p>Failure to follow established reporting, operational or administrative procedures will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>● <b>\$500 per incident.</b></li> </ul>
HH.	<p>Failure to ensure that the location/enclosure where the dumpster/compactor/roll-off is being returned is free from all debris, garbage, trash and refuse will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>● <b>\$500 per incident.</b></li> </ul>
II.	<p>Failure to provide the daily direct proactive supervision and coordination by the Residential Field Supervisor and the Commercial Field Supervisor in order to achieve high quality customer satisfaction with CONTRACTOR services and proactively resolve customer complaints / concerns will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>● <b>\$1,000 per day per incident.</b></li> </ul>
JJ.	<p>Field Supervisor driving a Route Collection Truck without prior CITY approval will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>● <b>\$1,000 per incident.</b></li> </ul>
KK.	<p>Failure to report accidents, damage, spillage to the CITY immediately and failure to provide a copy of a written report in the same day to the CITY will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>● <b>\$500 per incident.</b></li> </ul>

<b>Liquidated Damages Listing (continued)</b>	
<b><u>Description – Amount Assessed</u></b>	
<p><b>NOTE:</b> CITY and CONTRACTOR mutually agree that:</p> <ul style="list-style-type: none"> <li>○ CITY determines the timing and amount of each and every assessment of liquidated damages.</li> <li>○ CONTRACTOR owes and pays the CITY assessed liquidated damages as a reduction in the monthly payment due to the CONTRACTOR from the CITY for the services rendered under the provisions of this franchise contract.</li> </ul>	
LL.	<p>Failure to provide the quantity of approved equipment within the city limits during each required collection day will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>• <b>\$1,000 per incident.</b></li> </ul>
MM.	<p>Failure to drive in proper direction (includes driving on wrong side of two-way street) will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>• <b>\$500 per incident.</b></li> </ul>
NN.	<p>Failure to collect bulky waste, oversized refuse and/or yard waste within 2 business days of it being placed at the curb, dumpster or near an enclosure will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>• <b>\$1,000 per incident.</b></li> </ul>
OO.	<p>Failure to provide, once a week, a dedicated collection truck and driver and an additional supervisor or foreman to the CITY garbage representative to handle complaints prioritized by the CITY, when the CITY, at its sole discretion, directs that this resource be supplied will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>• <b>\$2,000 per incident.</b></li> </ul>
PP.	<p>Failure to ensure that the quantity amounts collected and billed the CITY, both scheduled and additional customer requested, cannot be more than the amounts determined through the CITY’s financial and customer billing system and/or other CITY tracking system, determined at the CITY’s sole discretion. It is the CONTRACTOR’s responsibility to ensure that the CONTRACTOR’s scheduled pickups match the CITY’s customer billed scheduled pickups. The same applies to additional customer requested pickups for which such customer requested pickups shall be confirmed via email to the CITY upon customer request and pickup verified. This failure will result in the assessment of liquidated damages in the amount of:</p> <ul style="list-style-type: none"> <li>• <b>\$2,000 per incident, and repaying the CITY any overbilling payment amount plus 5%, as a reduction to next authorized payment.</b></li> </ul>

## 11. CUSTOMER CREDITS

If the CITY, at its sole discretion, determines that it is in the best interest of the CITY to provide a billing credit to a customer for any reason related to the CONTRACTOR’s service under this Agreement or lack thereof, the CONTRACTOR agrees that it is also in the best interest of the CONTRACTOR and that the CONTRACTOR will pay for the credit. The CITY shall deduct billing credits for customer collection and disposal service from the monthly amount owed the CONTRACTOR. It is the CONTRACTOR’s primary responsibility to proactively service the CITY’s customers in a manner that is exemplary and does not place the CITY in a situation in which it deems it prudent to offer a billing credit to a customer.

## 12. BILLING CUSTOMERS FOR COLLECTION AND DISPOSAL SERVICES

The CITY shall bill all customers receiving collection and disposal services under the terms of this Agreement.

## 13. SCHEDULE OF PAYMENTS

For and in consideration of the services to be performed by the CONTRACTOR pursuant to this Agreement, the CITY agrees to make payments to the CONTRACTOR as follows:

### A. For **Residential Collection & Disposal Service** and **Small Commercial Collection & Disposal Service**,

- MULTIPLY the average number of customer account locations serviced BY the contract monthly unit price per customer account location.

The average number of customer account locations receiving service may be updated once quarterly (during the first month of each calendar quarter) at the request of the CONTRACTOR to the CITY or at the discretion of the CITY. The average number of customer account locations receiving service shall be maintained by the CITY.

The payment shall cover all services inclusive of the collection and disposal of Garbage/Trash, Recycling, Bulky Waste and Yard Waste, and prorated portion of all other costs, expenses, overhead, profit, etc., of the CONTRACTOR.

### B. For **Unique Commercial Collection & Disposal Service**, based on the following for each customer location:

#### 1) For each size of garbage/trash toter:

- MULTIPLY the total number of monthly dumps BY the total number toters BY the toter gallon size BY 0.0049 (*conversion for cubic yards per gallon*) BY the contract unit price per container (dumpster) cubic yard collected.

#### 2) For each size of recycling toter:

- MULTIPLY the total number of monthly dumps BY the total number toters BY the toter gallon size BY 0.0049 (*conversion for cubic yards per gallon*) BY the contract unit price per container (dumpster) cubic yard collected.

#### 3) For bulky waste:

- MULTIPLY the total number of monthly pickups BY the estimated Constant Volume of Bulky Waste (cubic yards) BY the contract unit price per container (dumpster) cubic yard collected.

(The CITY shall be final approval of the estimated Constant Volume of Bulky Waste to be

used for each individual customer account location, which may vary from time-to-time at the CITY's sole discretion.)

The payment shall cover all services inclusive of the collection and disposal of Garbage/Trash, Recycling, Bulky Waste and Yard Waste, and prorated portion of all other costs, expenses, overhead, profit, etc., of the CONTRACTOR to fulfill all the requirements in the contract.

C. For **Multifamily Dwelling Collection & Disposal Service** and **Commercial Establishment Collection & Disposal Service**, for each customer account location:

1) For each dumpster:

- MULTIPLY the number of monthly dumps BY the container (dumpster) cubic yards BY the contract unit price per container (dumpster) cubic yard collected.

This applies to CONTRACTOR provided dumpsters and/or customer provided dumpsters of any size.

2) For each small compactor:

- MULTIPLY the number of monthly dumps BY the container (small compactor) cubic yards BY 4.0 (*conversion for estimated dumpster cubic yards per compacted cubic yard*) BY the contract unit price per container (dumpster) cubic yard collected.

3) For each large compactor and/or each roll-off:

- MULTIPLY the number of monthly pulls BY the contract unit price per pull.

4) For each size of recycling toter:

- MULTIPLY the number of monthly dumps BY the total number toters BY the toter gallon size BY 0.0049 (*conversion for cubic yards per gallon*) BY the contract unit price per container (dumpster) cubic yard collected.

CONTRACTOR shall provide the CITY records identifying the Multifamily Dwelling and Commercial Establishment customer service locations, volume of collection, types and sizes of containers / toters, and such other information as requested by the CITY, on the tenth (10th) of each month.

The payment to the CONTRACTOR shall cover all services inclusive of the collection and disposal of Garbage/Trash, Recycling, Bulky Waste and Yard Waste, and prorated portion of all other costs, expenses, overhead, profit, etc., of the CONTRACTOR to fulfill all requirements in the contract.

D. Additional customer requested pickups, over and above the scheduled pickups, shall be consolidated separately for each type of service.

- E. The quantity amounts collected, both scheduled and additional customer requested, cannot be more than the amounts determined through the CITY's financial and customer billing system and/or other CITY tracking system, determined at the CITY's sole discretion. It is the CONTRACTOR's responsibility to ensure that the CONTRACTOR's scheduled pickups match the CITY's customer billed scheduled pickups. The same applies to additional customer requested pickups for which such customer requested pickups shall be confirmed via email and/or CITY/CONTRACTOR Tracking Database to the CITY upon customer request and pickup verified.
- F. **Payment Reduced by any Liquidated Damages and/or any Customer Credits.** The total monthly payment amount shall be reduced by the sum of all liquidated damages and customer credits assessed by the CITY on the CONTRACTOR, at the CITY's sole discretion, before the billing period end date, and which has not been previously deducted.
- G. The final total monthly payment shall cover all CONTRACTOR services inclusive of the collection and disposal of Garbage/Trash, Recycling, Bulky Waste and Yard Waste, for any and all collections made within the CITY'S city limits to include the prorated portion of all other costs, expenses, overhead, profit, etc., of the CONTRACTOR to fulfill all requirements in the contract.
- H. CONTRACTOR shall provide monthly to the CITY a summary record of total collections, tonnage, cubic yards and total number of stops for yard waste pickup service, garbage pickup service, bulky waste pickup service, recycling pickup service, container (dumpsters) pickup service, compactor pull service and any other information requested by the CITY, in the format required by the CITY, which may change from time-to-time.
- I. Payments to the CONTRACTOR shall be made on a monthly basis with each payment made by the thirtieth (30) day of the month following the month the payment covers.

#### 14. CHANGE IN COST OF DOING BUSINESS

The fees or compensation payable to the CONTRACTOR may be adjusted upward or downward by:

- A. An appropriate Consumer Price Index (CPI) Collection Adjustment applied only to the Collection Component of the fee rate(s) no more than once a contract year.
- B. An appropriate Fuel Cost Adjustment applied to the Fuel Cost Component of the fee rates(s) no more than twice a contract year.
- C. At the start of the contract, each fee rate is to be divided into these two (2) components by applying a percentage value agreed to by CONTRACTOR and the CITY. Each component is to be tracked separately thereafter as the adjustments are applied. Each respondent is to list in its Proposal the suggested percentage breakdown for these two adjustments for each fee rate.

The CITY and CONTRACTOR are to agree to the specifics on the adjustment process in the franchise contract with the CITY having final determination / approval on this matter.

# **SECTION D:**

# **PROPOSAL FORMAT**

## SECTION D: PROPOSAL FORMAT

Respondents shall provide proposals in the format outlined below:

### 1. SCOPE OF SERVICES PROPOSED:

- A. Clearly describe the ability to perform the scope of services required. Please address Section C Technical Specifications.
- B. Clearly describe any Respondent Optional Alternate(s) that are proposed and submitted along with proposal that meets City scope. Respondent should clearly explain how respondent alternate(s) differ from CITY scope to include, but not limited to, type collection vehicles, containers provided to customers, frequency of collections, personnel, etc.
- C. Include a work plan with an explanation of methodology to be followed to perform the services required within this RFP.
- D. Include suggestions to the current method the CITY is utilizing in order to increase service satisfaction of our residents and businesses.

### 2. QUALIFICATIONS AND COMPETENCY:

- A. The proposal should give a description of the firm, including the size, range of activities, etcetera. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of service will be brought to bear on the proposed service. The proposal must also identify the contact person and telephone number.
- B. Submit evidence as to the qualifications such as, previous experience, and/or evidence of legal qualifications to perform the work. Provide certifications, licenses, etc. Include resumes of company executives, account managers and field supervisors that will be in charge of the City of Jacksonville Beach business account.
- C. Provide evidence of continuous engagement in providing products and services similar to those specified herein for a period of five (5) years or more in a government setting and evidence the company is presently engaged in the provision of these services. Provide evidence of an established satisfactory record of customer satisfaction performance for a reasonable period of time.
- D. Experience
  - 1) At least five (5) years of operating experience.
  - 2) Previous operating experience in Florida or South Georgia with governmental entities.
  - 3) Reference contacts for at least five (5) recent comparable services contracts to include 3 governmental entities.
  - 4) At least three contracts each for at least 7,000 residential service units.

- 5) Provide information on the firm's current safety rating by the Florida Department of Transportation.

E. Past Performance Concerns on Previous / Current Contracts

- 1) The respondent shall disclose any pending or anticipated litigation, environmental issues, fines, regulatory actions and complaint(s) applicable to the respondent on services for any governmental entity over the past five (5) years.
- 2) When the respondent or a proposed subcontractor has previously worked for a governmental entity (including the CITY) and received complaints, verbal and written comments about poor performance, or has been involved in disagreements with the governmental entity about the work requirements / expectations in the contract, the respondent shall submit an explanation of what the respondent has done or will do to proactively work at eliminating / mitigating the same/similar issues in the future. This explanation must deal specifically with the problems/concerns involved on the prior contract and any organizational, operational or other changes which have been or will be implemented.
- 3) If, in the sole discretion of the CITY, the respondent has not provided an adequate plan to ensure sufficient improvement to meet the CITY contract requirements / expectations for the future, the CITY reserves the right to consider this determination in the rating of the proposal submitted by the respondent.

3. **EQUIPMENT AVAILABILITY AND CAPABILITY:**

- A. As part of the proposal submission, each respondent is to submit a schedule of the trucks/vehicles to be assigned to this contract and showing:

- 1) The types of collection trucks (with catalog cut / brochure) and other vehicles.
- 2) The quantity by type of collection truck to provide consistent satisfactory customer service.
- 3) The average age by type of the new / like new collection trucks and other vehicles.
- 4) The respondent goal for the average age of collection trucks by type for each year of the initial 6-year term.
- 5) The planned frequency schedule for cleaning and painting of the vehicles/ equipment/ trucks.

- B. Each respondent shall demonstrate their ability to provide back-up equipment / vehicles and personnel beyond those assigned to the proposed contract and within reasonable proximity to the City of Jacksonville Beach.

4. **FINANCIAL CAPABILITY:**

- a) Include written evidence from surety stating that CONTRACTOR has the ability to fulfill the required \$1,000,000.00 Performance Bond, if awarded the Contract.
- b) Include three (3) years of certified audited financials.

**5. PRICING:**

- A. Provide pricing using the pricing pages on the Proposal Tender Form.
- B. Provide suggested percentage values to apply to the fee rates in order to apportion each fee rate into a Collection Component and a Fuel Cost Component.

**6. VALUE-ADDED BENEFITS:**

Detail value-added services and public benefits.

**7. ATTENDENCE AT THE PRE-PROPOSAL MEETING:**

List company attendees and their positions in reference to providing the franchise contract services to the CITY if awarded the contract.

**8. REQUIRED FORMS:**

Submit all forms detailed in Section F.

# **SECTION E:**

# **EVALUATION AND SELECTION PROCESS**

## **SECTION E: EVALUATION AND SELECTION PROCESS**

### **1. INTRODUCTION**

Following the opening of the proposal packages, the proposals will be evaluated by a CITY-appointed Evaluation/Selection Committee. The Committee will be comprised of CITY personnel with the appropriate experience, knowledge and/or position. The CITY reserves the right to call upon expert(s) in the field to assist the CITY in the selection process.

### **2. EVALUATION CRITERIA**

The Evaluation/Selection Committee will evaluate and rank responsive proposals based on the criteria listed below:

- A. Scope of Services Proposed.
- B. Qualifications and Competency.
- C. Equipment Availability and Capability.
- D. Financial Capability.
- E. Pricing.
- F. Value-Added Benefits.
- G. Attendance at the Pre-Proposal Meeting.

The CITY reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the CITY. Upon completion of the criteria evaluation and rating, the Committee may choose to conduct oral presentation(s) with the respondent(s) which the Evaluation/Selection Committee deems to warrant further consideration based on the best rated proposal(s) providing the highest quality of service to the CITY.

Upon completion of the oral presentation(s), the Committee will re-evaluate and re-rate the proposal(s) remaining in consideration based upon the written documents combined with the oral presentation(s).

### **3. OVERALL RANKING**

- 1) Following the evaluation and ranking of the proposals, the Evaluation/Selection Committee is to recommend that contract terms be negotiated starting with the highest ranked responsive and responsible respondent, and continuing through the ranking order until terms are negotiated with a specific respondent that are agreeable to both the CITY and the respondent, and in the best interest of the CITY.
- 2) In its sole discretion, the CITY reserves the right to negotiate with any respondent and with regards to any and all terms, or to take such other action(s) as it deems to be in the best interest of the CITY.

#### 4. **CONTRACT AWARD**

Any contract, as a result of this solicitation, will be submitted to CITY Manager for consideration and may be submitted to the City Council for their approval. All respondents will be notified in writing when the CITY Manager makes an award recommendation. The Contract award, if any, shall be made to the respondent whose proposal shall be deemed by the CITY to be in the best interest of the CITY. The CITY's decision to make the award and which proposal is in the best interest of the CITY shall be final.

# **SECTION F:**

# **FORMS**

**FORM 1: RATE(S) PROPOSAL TENDER FORM** (page 1 of 8)

<b>RESIDENTIAL and SMALL COMMERCIAL Service</b>							
<b>TYPE SOLID WASTE / RECYCLING COLLECTION &amp; DISPOSAL SERVICE</b>					Quantities and locations of pickups are subject to change from time-to-time during the term of the contract, or any extensions thereof. Collection of garbage/trash, recycling, bulky waste and yard waste, special disability pull-out service, and provision and maintenance of toters are included within the proposed rate(s) below.		
<b>GARBAGE / TRASH</b> <i>(containerized)</i>	<b>RECYCLING</b> <i>(containerized)</i>	<b>BULKY WASTE</b> <i>(not containerized)</i>	<b>YARD WASTE</b> <i>(not containerized)</i>	<b>ALTERNATE Combination for Respondent Price Proposal</b>			
<b>POSSIBLE CONTRACTED COLLECTION FREQUENCY</b>					<b>Proposed Monthly Rate per Account</b>	<b>Estimated Accounts</b>	<b>Proposed Estimated Monthly TOTAL</b>
<b>A</b> <i>(current)</i>	Twice per week	Once per week	Once per week	Once per week	\$ _____ per account	X 8,253	\$ _____
<b>Landfill disposal fee shall not</b> be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.							

<b>MULTIFAMILY DWELLING, COMMERCIAL ESTABLISHMENT and UNIQUE COMMERCIAL Service</b>							
<b>TYPE SOLID WASTE / RECYCLING COLLECTION &amp; DISPOSAL SERVICES</b>					Quantities, locations, and frequencies of dumpster pickups are subject to change from time-to-time during the term of the contract, or any extension thereof. Collection of garbage/trash, recycling, bulky waste and yard waste, and provision and maintenance of dumpsters/toters are included within the proposed rate(s) below.		
<b>GARBAGE / TRASH</b> <i>(containerized)</i>	<b>RECYCLING</b> <i>Optional (containerized)</i>	<b>BULKY WASTE</b> <i>(not containerized)</i>	<b>YARD WASTE</b> <i>(not containerized)</i>	<b>ALTERNATE Combinations for Respondent Price Proposal</b>			
<b>POSSIBLE CONTRACTED COLLECTION FREQUENCY</b>					<b>Proposed Rate per Container Cubic Yard Collected</b>	<b>Est. Monthly Avg. Total Cubic Yards</b>	<b>Proposed Estimated Monthly TOTAL</b>
<b>A</b> <i>(current)</i>	Customer/CITY decision <i>(size dumpster / weekly frequency)</i>	Once per week	Once per week	Once per week	\$ _____ per Container Cubic Yard Collected	X 24,227	\$ _____
<b>Landfill disposal fee shall not</b> be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.							

**FORM 1: RATE(S) PROPOSAL TENDER FORM** (page 2 of 8)

<b><u>RESIDENTIAL and SMALL COMMERCIAL Service</u></b>							
<b>TYPE SOLID WASTE / RECYCLING COLLECTION &amp; DISPOSAL SERVICE</b>					Quantities and locations of pickups are subject to change from time-to-time during the term of the contract, or any extensions thereof. Collection of garbage/trash, recycling, bulky waste and yard waste, special disability pull-out service, and provision and maintenance of toters are included within the proposed rate(s) below.		
<b>GARBAGE / TRASH</b> <i>(containerized)</i>	<b>RECYCLING</b> <i>(containerized)</i>	<b>BULKY WASTE</b> <i>(not containerized)</i>	<b>YARD WASTE</b> <i>(not containerized)</i>	<b>ALTERNATE Combination</b> <i>for Respondent Price Proposal</i>			
<b>POSSIBLE CONTRACTED COLLECTION FREQUENCY</b>							
<b>B</b>	Twice per week	Once bi-weekly	Once per week	Once per week	\$ _____ per account	X 8,253	\$ _____
<b>Landfill disposal fee shall not</b> be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.							

<b><u>MULTIFAMILY DWELLING, COMMERCIAL ESTABLISHMENT and UNIQUE COMMERCIAL Service</u></b>							
<b>TYPE SOLID WASTE / RECYCLING COLLECTION &amp; DISPOSAL SERVICES</b>					Quantities, locations, and frequencies of dumpster pickups are subject to change from time-to-time during the term of the contract, or any extension thereof. Collection of garbage/trash, recycling, bulky waste and yard waste, and provision and maintenance of dumpsters/toters are included within the proposed rate(s) below.		
<b>GARBAGE / TRASH</b> <i>(containerized)</i>	<b>RECYCLING</b> <i>Optional (containerized)</i>	<b>BULKY WASTE</b> <i>(not containerized)</i>	<b>YARD WASTE</b> <i>(not containerized)</i>	<b>ALTERNATE Combinations</b> <i>for Respondent Price Proposal</i>			
<b>POSSIBLE CONTRACTED COLLECTION FREQUENCY</b>							
<b>B</b>	Customer/CITY decision <i>(size dumpster / weekly frequency)</i>	Once bi-weekly	Once per week	Once per week	\$ _____ per Container Cubic Yard Collected	X 24,227	\$ _____
<b>Landfill disposal fee shall not</b> be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.							

**FORM 1: RATE(S) PROPOSAL TENDER FORM** (page 3 of 8)

<b><u>RESIDENTIAL</u> and <u>SMALL COMMERCIAL</u> Service</b>							
<b>TYPE SOLID WASTE / RECYCLING COLLECTION &amp; DISPOSAL SERVICE</b>					Quantities and locations of pickups are subject to change from time-to-time during the term of the contract, or any extensions thereof. Collection of garbage/trash, recycling, bulky waste and yard waste, special disability pull-out service, and provision and maintenance of toters are included within the proposed rate(s) below.		
<b>ALTERNATE Combination for Respondent Price Proposal</b>	<b>GARBAGE / TRASH</b> <i>(containerized)</i>	<b>RECYCLING</b> <i>(containerized)</i>	<b>BULKY WASTE</b> <i>(not containerized)</i>	<b>YARD WASTE</b> <i>(not containerized)</i>	<b>Proposed Monthly Rate per Account</b>	<b>Estimated Accounts</b>	<b>Proposed Estimated Monthly TOTAL</b>
	<b>POSSIBLE CONTRACTED COLLECTION FREQUENCY</b>						
<b>C</b>	Once per week	Once per week	Once per week	Once per week	\$ _____ per account	X 8,253	\$ _____
<b>Landfill disposal fee shall not</b> be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.							

<b><u>MULTIFAMILY DWELLING</u>, <u>COMMERCIAL ESTABLISHMENT</u> and <u>UNIQUE COMMERCIAL</u> Service</b>							
<b>TYPE SOLID WASTE / RECYCLING COLLECTION &amp; DISPOSAL SERVICES</b>					Quantities, locations, and frequencies of dumpster pickups are subject to change from time-to-time during the term of the contract, or any extension thereof. Collection of garbage/trash, recycling, bulky waste and yard waste, and provision and maintenance of dumpsters/toters are included within the proposed rate(s) below.		
<b>ALTERNATE Combination for Respondent Price Proposal</b>	<b>GARBAGE / TRASH</b> <i>(containerized)</i>	<b>RECYCLING</b> <i>Optional (containerized)</i>	<b>BULKY WASTE</b> <i>(not containerized)</i>	<b>YARD WASTE</b> <i>(not containerized)</i>	<b>Proposed Rate per Container Cubic Yard Collected</b>	<b>Est. Monthly Avg. Total Cubic Yards</b>	<b>Proposed Estimated Monthly TOTAL</b>
	<b>POSSIBLE CONTRACTED COLLECTION FREQUENCY</b>						
<b>C</b>	Customer/CITY decision <i>(size dumpster / weekly frequency)</i>	Once per week	Once per week	Once per week	\$ _____ per Container Cubic Yard Collected	X 24,227	\$ _____
<b>Landfill disposal fee shall not</b> be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.							

**FORM 1: RATE(S) PROPOSAL TENDER FORM** (page 4 of 8)

<b><u>RESIDENTIAL</u> and <u>SMALL COMMERCIAL</u> Service</b>							
<b>TYPE SOLID WASTE / RECYCLING COLLECTION &amp; DISPOSAL SERVICE</b>					Quantities and locations of pickups are subject to change from time-to-time during the term of the contract, or any extensions thereof. Collection of garbage/trash, recycling, bulky waste and yard waste, special disability pull-out service, and provision and maintenance of toters are included within the proposed rate(s) below.		
<b>ALTERNATE Combination for Respondent Price Proposal</b>	<b>GARBAGE / TRASH</b> <i>(containerized)</i>	<b>RECYCLING</b> <i>(containerized)</i>	<b>BULKY WASTE</b> <i>(not containerized)</i>	<b>YARD WASTE</b> <i>(not containerized)</i>	<b>Proposed Monthly Rate per Account</b>	<b>Estimated Accounts</b>	<b>Proposed Estimated Monthly TOTAL</b>
	<b>POSSIBLE CONTRACTED COLLECTION FREQUENCY</b>						
<b>D</b>	Once per week	Once bi-weekly	Once per week	Once per week	\$ _____ per account	X 8,253	\$ _____
<b>Landfill disposal fee shall not</b> be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.							

<b><u>MULTIFAMILY DWELLING</u>, <u>COMMERCIAL ESTABLISHMENT</u> and <u>UNIQUE COMMERCIAL</u> Service</b>							
<b>TYPE SOLID WASTE / RECYCLING COLLECTION &amp; DISPOSAL SERVICES</b>					Quantities, locations, and frequencies of dumpster pickups are subject to change from time-to-time during the term of the contract, or any extension thereof. Collection of garbage/trash, recycling, bulky waste and yard waste, and provision and maintenance of dumpsters/toters are included within the proposed rate(s) below.		
<b>ALTERNATE Combination for Respondent Price Proposal</b>	<b>GARBAGE / TRASH</b> <i>(containerized)</i>	<b>RECYCLING</b> <i>Optional (containerized)</i>	<b>BULKY WASTE</b> <i>(not containerized)</i>	<b>YARD WASTE</b> <i>(not containerized)</i>	<b>Proposed Rate per Container Cubic Yard Collected</b>	<b>Est. Monthly Avg. Total Cubic Yards</b>	<b>Proposed Estimated Monthly TOTAL</b>
	<b>POSSIBLE CONTRACTED COLLECTION FREQUENCY</b>						
<b>D</b>	Customer/CITY decision <i>(size dumpster / weekly frequency)</i>	Once bi-weekly	Once per week	Once per week	\$ _____ per Container Cubic Yard Collected	X 24,227	\$ _____
<b>Landfill disposal fee shall not</b> be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.							

**FORM 1: RATE(S) PROPOSAL TENDER FORM** (page 5 of 8)

<b><u>RESIDENTIAL</u> and <u>SMALL COMMERCIAL</u> Service</b>							
<b>TYPE SOLID WASTE / RECYCLING COLLECTION &amp; DISPOSAL SERVICE</b>					Quantities and locations of pickups are subject to change from time-to-time during the term of the contract, or any extensions thereof.		
<b>ALTERNATE Combination for Respondent Price Proposal</b>	<b>GARBAGE / TRASH</b> <i>(containerized)</i>	<b>RECYCLING</b> <i>(containerized)</i>	<b>BULKY WASTE</b> <i>(not containerized)</i>	<b>YARD WASTE</b> <i>(not containerized)</i>	Collection of garbage/trash, recycling, bulky waste and yard waste, special disability pull-out service, and provision and maintenance of toters are included within the proposed rate(s) below.		
	<b>POSSIBLE CONTRACTED COLLECTION FREQUENCY</b>				<b>Proposed Monthly Rate per Account</b>	<b>Estimated Accounts</b>	<b>Proposed Estimated Monthly TOTAL</b>
<b>Respondent Optional Alternate</b>					\$ _____ per account	X 8,253	\$ _____
<b>Landfill disposal fee shall not</b> be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.							

<b><u>MULTIFAMILY DWELLING</u>, <u>COMMERCIAL ESTABLISHMENT</u> and <u>UNIQUE COMMERCIAL</u> Service</b>							
<b>TYPE SOLID WASTE / RECYCLING COLLECTION &amp; DISPOSAL SERVICES</b>					Quantities, locations, and frequencies of dumpster pickups are subject to change from time-to-time during the term of the contract, or any extension thereof. Collection of garbage/trash, recycling, bulky waste and yard waste, and provision and maintenance of dumpsters/toters are included within the proposed rate(s) below.		
<b>ALTERNATE Combination for Respondent Price Proposal</b>	<b>GARBAGE / TRASH</b> <i>(containerized)</i>	<b>RECYCLING</b> <i>Optional (containerized)</i>	<b>BULKY WASTE</b> <i>(not containerized)</i>	<b>YARD WASTE</b> <i>(not containerized)</i>	Collection of garbage/trash, recycling, bulky waste and yard waste, and provision and maintenance of dumpsters/toters are included within the proposed rate(s) below.		
	<b>POSSIBLE CONTRACTED COLLECTION FREQUENCY</b>				<b>Proposed Rate per Container Cubic Yard Collected</b>	<b>Est. Monthly Avg. Total Cubic Yards</b>	<b>Proposed Estimated Monthly TOTAL</b>
<b>Respondent Optional Alternate</b>	Customer/CITY decision <i>(size dumpster / weekly frequency)</i>				\$ _____ per Container Cubic Yard Collected	X 24,227	\$ _____
<b>Landfill disposal fee shall not</b> be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.							

**FORM 1: RATE(S) PROPOSAL TENDER FORM** (page 6 of 8)

**Commercial LARGE COMPACTOR PULL and ROLL-OFF PULL Service**

<b>Proposed Rate per Pull</b>	<b>Estimated Monthly Number of Pulls</b>	<b>Proposed Estimated Monthly TOTAL</b>
\$ _____ per Pull	X <u>42</u>	\$ _____
<p><sup>1</sup> Quantities, locations, and frequencies of pickups and sizes and numbers of compactors / roll-offs are subject to change, increase or decrease, from time-to-time during the term of the contract, or any extension thereof, at the sole discretion of the CITY.</p> <p><sup>2</sup> Collection of garbage/trash, recycling, bulky waste, yard waste, improperly placed and abandoned dumps of the same, are included within the proposed rate above.</p> <p><sup>3</sup> Provision and maintenance of containers (compactors) is the responsibility of the customer.</p> <p><sup>4</sup> Provision and maintenance of containers (roll-offs) is the responsibility of the CONTRACTOR.</p> <p><sup>5</sup> Landfill disposal fee is not included in the proposed rate above. The CITY receives free landfill service per interlocal agreement with Jacksonville.</p>		

**FORM 1: RATE(S) PROPOSAL TENDER FORM** (page 7 of 8)

**SUMMARY of  
ESTIMATED ANNUAL PROPOSAL**

Service Type	SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICES ALTERNATE COMBINATIONS of SERVICE (Garbage/Trash, Recycling, Bulky Waste and Yard Waste)A1				
	A	B	C	D	Respondent Optional
TYPE SERVICES	Estimated Monthly TOTAL	Estimated Monthly TOTAL	Estimated Monthly TOTAL	Estimated Monthly TOTAL	Estimated Monthly TOTAL
• Residential & Small Commercial					
• Multifamily Dwelling, Commercial Establishment, & Unique Commercial					
• Commercial Large Compactor & Roll-Off Pull					
Estimated Monthly SUB-TOTAL:					
	X 12 months	X 12 months	X 12 months	X 12 months	X 12 months
<b>Estimated Annual GRAND TOTAL:</b>					

<sup>1</sup> The CITY reserves the right to charge a FRANCHISE FEE on all services provided by the CONTRACTOR, or any portion thereof, as the CITY chooses from time-to-time. If and when the CITY chooses to impose a FRANCHISE FEE, the increase in rate to cover the additional costs to the CONTRACTOR shall be negotiated.

**FORM 1: RATE(S) PROPOSAL TENDER FORM** (page 6 of 8)

It is suggested that each fee rate at contract start should be apportioned as shown following:

- a. \_\_\_\_\_ percent (%) applicable to the Collection Component portion.
- b. \_\_\_\_\_ percent (%) applicable to the Fuel Cost Component portion.

**PROPOSAL DOCUMENT TURN-IN CHECKLIST**

The following documents are to be completed, signed and submitted as part of the Submittal Package in response to this RFP. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted proposal. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	#	SECTION TITLE
[ ]	1.	Title Page
[ ]	2.	Table of Contents
[ ]	3.	Letter of Transmittal
[ ]	4.	<b>FORM 1: RATE(S) PROPOSAL TENDER FORM</b> (completed pages 81 thru 88)
[ ]	5.	<b>FORM 2: PROPOSAL AWARD NOTICE FORM</b> – (completed page 89)
[ ]	6.	<b>FORM 3: REQUIRED DISCLOSURE FORM</b> (completed page 90)
[ ]	7.	<b>FORM 4: DRUG-FREE WORKPLACE COMPLIANCE FORM</b> (completed page 91)
[ ]	8.	<b>FORM 5: NONCOLLUSION AFFIDAVIT</b> (completed page 92)
[ ]	9.	<b>Scope of Services Proposed</b>
[ ]	10.	<b>Qualifications and Competency</b>
[ ]	11.	<b>Equipment Availability &amp; Capability</b>
[ ]	12.	<b>Financial Capability</b>
[ ]	13.	<b>Completed form W-9 request for tax payer Identification number and certification.</b>

**NOTE:** Please INITIAL Check-Off of each *document / activity / requirement* that is attached to the Proposal Tender Form and/or is required by the RFP and/or Addenda.

**ADDENDA RECEIPT VERIFICATION**

**Respondent shall acknowledge receipt of all addenda, if any, to the RFP, by filling in Addenda Numbers and dates below.**

Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____
--------------------------------	--------------------------------

By: \_\_\_\_\_  
*Signature of Authorized Submitter*

\_\_\_\_\_  
*Title (typed or neatly printed)*

**FORM 2**

**PROPOSAL AWARD NOTICE FORM**

*City of Jacksonville Beach*

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

**NOTICE:** Items 1 to 6 are to be completed by the respondent. The respondent is to submit the form to the CITY along with the Proposal Tender Form and other required documents.

- 1. Company Name: \_\_\_\_\_
- 2. Address: \_\_\_\_\_
- 3. City, State & Zip: \_\_\_\_\_
- 4. Attention: \_\_\_\_\_
- 5. Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
- 6. E-mail address: \_\_\_\_\_

PLEASE PRINT CLEARLY

\*\*\*\*\*

**ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH**

\*\*\*\*\*

Proposals were received and evaluated, and the following recommendation will be presented to the City Manager and/or City Council for award of **RFP No. 11-1516** per the attached Proposal Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the respondent of the Proposal Award Notice from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded RFP or combination of RFP Items, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your proposal.  
Sincerely,

CITY OF JACKSONVILLE BEACH  
/s/Jason Phitides  
Property & Procurement Division



## **FORM 4**

### **DRUG-FREE WORKPLACE COMPLIANCE FORM**

**IDENTICAL TIE PROPOSALS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures 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 prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
- 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 contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

---

Vendor's Signature

**FORM 5**  
**NONCOLLUSION AFFIDAVIT**

\_\_\_\_\_, being first duly sworn deposes and says that:

1. He (it) is the \_\_\_\_\_, of the respondent that has submitted the attached proposal;
2. He 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 respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any respondent firm, or person to fix the price or prices in the attached proposal or of any other respondent or to fix any overhead, profit, or cost elements of the proposal price or the proposal price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against other Respondents, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

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

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, in the State of \_\_\_\_\_, County of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).  
(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
Signature of Authorized Officer (Affix Seal)

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Title  
Business Address  
CITY State

SURETY:

\_\_\_\_\_  
Corporate Surety

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
Attorney-in-Fact (Affix Seal)  
Business Address  
CITY State  
Name of Local Insurance Agency

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal, was then \_\_\_\_\_ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
Secretary (Corporate Seal)

STATE OF FLORIDA    )  
                                  ss  
COUNTY OF            )

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared \_\_\_\_\_ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the \_\_\_\_\_ and that he has been authorized by \_\_\_\_\_ to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the \_\_\_\_\_.

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

(Attach Power of Attorney)

\_\_\_\_\_  
Notary Public  
State of Florida-at-Large  
  
My Commission Expires: \_\_\_\_\_