



Project Manual

RFP-ADM-16-01

Administration – Solid Waste

Collection and Disposal of Residential Solid Waste, Yard and Bulk Waste and Recycling

Mandatory Pre-Proposal Meeting: Wednesday, August 31, 2016 at 1:00 pm

Due Date: September 21, 2016 at 2:00pm

Please be advised that if you download the following Request for Proposal we ask that you complete the Plan Holders form (page 1 of the “**View Bid Details**” PDF on the City of Palm Coast website) and e-mail it to brothwell@palmcoastgov.com or fax it to 386-986-3724 in order to be added to the Plan Holders list.

Vendors are responsible for determining whether any addenda have been issued. All addenda will be posted on the City’s website:

palmcoastgov.com/government/departments/purchasing

The acknowledgement page of all addenda **must** be submitted with the Proposal. Please see the “**Required Submittals Packet**” which is posted on the City’s website.

Confidential Materials: Any materials that qualify as “trade secrets” shall be segregated and clearly labeled in order not to be considered Public Record.

All questions related to this RFP shall be directed to Brian Rothwell, Purchasing Manager, brothwell@palmcoastgov.com or 386-986-3731.

From the time of advertising until the City Council deliberates and awards a Contract concerning this Request for Proposal, there is a prohibition on communication with the City Manager, his staff, the Mayor and City Council. Such communications initiated by a Proposer or their lobbyist, legal representative or any such person who in any manner represents or is receiving or will receive any type of compensation from the proposer, shall be grounds for disqualifying the Proposer from consideration for award of the proposal. In order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal, any and all communication/correspondence whether oral or written (electronically or by letter) between Proposer and the City must be directed toward, or initiated by, the City’s Purchasing Manager, who will be the central contact.

City of Palm Coast
Purchasing & Contracts Management Division
160 Lake Avenue, Palm Coast, FL 32164
palmcoastgov.com/government/departments/purchasing



Submit Proposal To: City of Palm Coast Purchasing & Contracts Management Division 160 Lake Avenue Palm Coast, FL 32164	REQUEST FOR PROPOSALS and Proposer Acknowledgment
Contact: Brian Rothwell Purchasing Manager 386-986-3731 – Phone 386-986-3724 – Fax brothwell@palmcoastgov.com	RFP-ADM-16-01 Administration – Solid Waste Collection and Disposal of Residential Solid Waste, Yard and Bulk Waste and Recycling
Pre-Proposal Meeting Date: August 31, 2016 (Mandatory) Pre-Proposal Meeting Time: 1:00 pm RFP Due Date: September 21, 2016 RFP Due Time: 2:00pm	Location of Public Opening: City of Palm Coast Purchasing & Contracts Management Division 160 Lake Avenue Palm Coast, FL 32164
Bidder's Name:	Federal Employer ID Number or SS Number:
Business Address: City: State: Zip:	If returning as “No Submittal”, please return only this page and state why:
Type of Entity: (Circle one) Corporation Partnership LLC Proprietorship Joint Venture Other	Name (printed): Title: Date:
Incorporated in the State of: Telephone Number: Toll Free Telephone Number: Fax Number: E-mail:	X _____ Authorized Signature

The Applicant is expected to completely analyze the information contained in this Request for Proposal as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements. Applicant agrees and understands, if awarded, all portions of the submitted proposal will become an integral part of the agreement and Contract with the City of Palm Coast, Florida.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Section 1 – General Information and Definitions

1.0 **LIAISON BETWEEN CITY AND CONTRACTOR**

All dealings, Contracts, notice and payments between the Contractor and the City shall be directed by the Contractor to the Contracts Manager. All references herein to the Contracts Manager shall also include a designee of the Contracts Manager.

2.0 **ROUTE INFORMATION**

The total average units serviced monthly is approximately 33,500 with the approximate amount of tons being collected monthly for the following:

Solid Waste – 2,668 tons (12 month average)

Yard Waste – 442 tons (12 month average)

Recycling – 467 tons (12 month average)

3.0 **DISPOSAL REQUIREMENTS**

All material collected shall be disposed of in accordance with County, State and Federal regulations.

4.0 **COMMENCEMENT OF WORK**

The work outlined in these specifications shall begin on the commencement date of the Contract.

5.0 **TERM**

The base term of the Contract shall be for the period of five years beginning on the commencement date of the Contract, subject to acceptance of alternative proposals. **There will be no renewal option in the Contract.**

6.0 **DEFINITION OF TERMS**

The following terms shall have the following meanings:

6.1 **City Authorized Representative:** The employee or employees designated by the City Manager to represent the City in the administration and supervision of the Contract.

6.2 **Bulk Pick-Up:** Trash and any other household debris which is to be picked up on the second scheduled garbage pick-up day per week. Any large quantities of debris, trash, household items and/or yard waste which must be picked up by mechanical means and is outside of normal solid waste volume may be scheduled by calling or emailing a request on the web based customer service complaint/request tracking system

6.3 **Can:** Any food or beverage container made of aluminum or steel/tin.

6.4 **City:** Shall mean the City of Palm Coast, Florida, a municipal corporation, acting through the City Council or City Manager, or official designated by the City Manager as the case may be.

6.5 **City Manager:** shall mean the City Manager of the City of Palm Coast or designee.

6.6 **Construction and Demolition Debris:** Materials generally considered to be not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, or asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project, and including rocks, soils, tree remains,

and other vegetative matter which normally results from land clearing or land development operations for a construction project, including such debris from construction or demolition project sites. 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 term also includes:

- (a) Clean cardboard, paper, plastic, wood and metal scraps from a construction project.
 - (b) Effective January 1, 1997, except as provided in Section, 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 provide 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 of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste, and
 - (c) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.
- 6.7 **Contaminated Loads:** shall mean the mixing of garden or yard trash materials with residential garbage/trash or recyclables in the same trash receptacle.
- 6.8 **Contract:** The Contract executed by the City and the Contractor for the performance of the Scope of Services and other provisions of this RFP. The Contract shall contain substantially the terms provided in this RFP.
- 6.9 **Contract Documents:** Shall mean Request for Proposal, Contract, any issued addenda, executed Bonds, City Code of Ordinances as applicable and Insurance.
- 6.10 **Contracts Manager:** Shall mean the City of Palm Coast Contracts Manager or City Manager designee.
- 6.11 **Contractor:** Shall mean the person, firm, corporation, organization, or entity which agrees to perform the work or services as set forth in the Contract. The Contractor is engaged by the City as an independent contractor and is not an employee, agent or representative of the City.
- 6.12 **Customer:** Shall mean any person/resident served by the Contractor within the corporate limits of the City of Palm Coast.
- 6.13 **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.
- 6.14 **Disposal Costs:** The "tipping fees" charged to the Contractor for disposal of all waste which includes, but not limited to the garbage, trash, yard waste and white goods collected by the Contractor.
- 6.15 **Franchise Fee:** Shall mean the amount of money which the Contractor shall be obligated to pay to the City for the privilege of providing solid waste service to customer within the City and to refund to the City for billing and contractor monitoring services.

- 6.16 **Glass food/beverage container:** Shall mean glass jars and bottles, green, amber, brown, clear designed to contain grocery items: e.g., ketchup, mustard, pickles, mayonnaise, beer, wine, liquor, and medicine bottles. Glass food/beverage containers shall not be deemed to include window glass, mirror glass, light bulbs, fluorescent tubes, ceramic glass, or other glass.
- 6.17 **Garbage Receptacle, Can or Container:** A container made of galvanized metal, durable plastic or other suitable material of a capacity not less than ten gallons and not to exceed thirty-five gallons approved for use by the Contracts Manager or their designee. Such container shall have two handles upon the sides thereof, and shall have a tight fitting solid top.
- 6.18 **Hazardous Waste:** Solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.
- 6.19 **Household Furniture:** All movable compactable articles or apparatus, such as chairs, tables, sofas, mattresses, etc., for equipping a house.
- 6.20 **Household Hazardous Waste:** Leftover household waste generated from individuals occupying a residence. Such waste contains one or more corrosive, toxic, ignitable, or reactive ingredients. Also includes, but not limited to products, such as paints, cleaners, oils, batteries, fluorescent light bulbs and pesticides that contain potentially hazardous ingredients which require special care when disposed.
- 6.21 **Landfill:** Any solid waste land disposal area for which a permit, other than a general permit, as required by the appropriate State agency, that receives solid waste for disposal in or upon land other than a land-spreading site, injection well, or a surface impoundment.
- 6.22 **Multiple Dwelling Building:** Any building containing no more than two (2) permanent living units.
- 6.23 **Neighboring Municipality:** Shall mean municipalities within St. Johns, Volusia and Flagler Counties and the Counties of St. Johns, Volusia and Flagler.
- 6.24 **Newspaper:** shall mean any periodical, usually published daily or weekly, printed on "newsprint". "Newspaper" shall be deemed to include the normal percentage of the rotogravure and colored sections inserted in the newspaper, but shall not be deemed to include magazines, telephone books, or other paper products not printed on "newsprint".
- 6.25 **Other Collectors:** shall mean persons other than the City or the Contractor who engage in the collecting, transporting, or disposing of garbage, solid waste, or other trash.
- 6.26 **Performance Bond:**
- (a) **Performance Bond** shall mean a bond issued by a surety insurer authorized to do business in Florida as a surety, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a surety of a type listed in Part II of Chapter 625, Florida Statutes, as a guarantee that the Contractor will perform the services in accordance with the terms of the Contract and will pay all lawful claims.

(b) In order to ensure continuous solid waste collection service in the event of a default by the proposer and thereby to best service the interest of the public, the accepted Proposer shall be required to provide the City with a performance bond issued by a surety authorized to bond business in the State of Florida, and rated “A or better according to Best’s Financial Strength Rating Guide”, securing the faithful performance of the Contract and all obligations arising hereunder in the amount of \$3,000,000.00 in the form set forth in **Exhibit K** hereto attached.

6.27 **Proposal Security (Bid Bond):** A Proposal security shall be made payable to the City of Palm Coast, Florida in the amount of Five Hundred Thousand Dollars (\$500,000.00). The security shall be either certified check, cashier’s check, or bond issued by a surety licensed to conduct business in the State of Florida. The surety shall have a rating of “A-” or better by “Best’s Financial Strength Rating”.

The successful Proposer’s security will be retained until the Proposer has executed the Contract and furnished the required Performance Bond. The City reserves the right to retain the security of any of all of the remaining Proposers until: (a) The City and the successful Proposer execute the Contract and any litigation or other proceeding arising out of the award of the City’s Contract has been completed; or (b) the Proposer’s Proposal has been determined to be non-responsive or disqualified by the City; or all Proposals have been rejected.

If any accepted Proposer refuses to execute the Contract, the City may retain an amount equal to the damages incurred by the City. The damages are presumed to be equal to the difference between the amount specified in said Proposal and such larger amount for which the City may in good faith contract with another party to perform the work covered by said Proposal, not to exceed the amount of the Proposal security. Such security shall be retained as liquidated damages, not as a penalty.

The Proposal security shall be submitted and enclosed with the sealed Proposal. All Proposals shall remain open for delivery by the City of the Notice of Award for one hundred twenty (120) calendar days after the day of the Proposal opening, but the City may, at their sole discretion, release any Proposal and return the Proposal security prior to that date.

6.28 **Proposer:** Any person, firm, corporation, organization, or entity submitting a proposal for the work proposed.

6.29 **Plastic Recycle Container:** means any container purchased and distributed by or on behalf of City residents, by the Contractor for the intended use as a receptacle of recyclable items.

6.30 **Residential Curbside Recyclables Collection:** refers to the curbside collection, transportation, and recovery of recyclable materials by the Contractor from residential units.

6.31 **Residential Unit:** shall mean single-family dwellings, mobile homes, modular homes, manufactured homes, and duplexes where one (1) family or immediate living entity permanently resides.

6.32 **Recyclable Materials:** Recycling materials shall include, but not be limited to the following and may change from time to time. Recycling materials shall consist of metal, paper, cardboard, glass and plastic 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. These materials are not trash, but are an economic asset and further described as follows: Steel

and tin cans, empty aerosol cans, aluminum beverage containers, aluminum foil and pie plates. Clear, brown and green jars/bottles. Plastic bottles, jugs and plastic food containers displaying #1 through #7 on the bottom. This includes milk, detergent and shampoo bottles, etc. Paper to include newspaper, brown paper bags, telephone books, magazines, junk mail, office paper, copier paper, paper envelopes, manila folders, cereal boxes, drink boxes, snack boxes and cardboard cut or folded in sizes not to exceed 3' x 3' flattened or 2' x 2' x 2' cube, not flattened.

- 6.33 **Recycling**: Any process by which solid waste or materials which otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- 6.34 **Refuse Regulations**: Regulations prescribed by the City together with such administrative rules, regulations, and procedures as may be established for the purpose of carrying out or making effective the provisions of the Contract.
- 6.35 **Residential Service**: The refuse collection service provided to persons occupying residential dwelling units within the designated area, who are not receiving commercial service.
- 6.36 **Service Area**: Shall mean the limits of the City of Palm Coast and any future amendments to the City Boundaries.
- 6.37 **Solid Waste Disposal Facility**: Any solid waste management facility which is a temporary transfer facility or a final resting place for solid waste, including landfills and incineration facilities that produce ash from the process of incinerating municipal solid waste.
- 6.38 **Solid Waste Inspector (if applicable)**: Shall mean the individual performing the technical work of monitoring and investigating the solid waste Contract for the City of Palm Coast under the direction of the City Manager or designee.
- 6.39 **Specifications**: Directions, provisions, and requirements contained in the Request for Proposals, together with any written Contract made or to be made setting out or relating to the methods and manner for the work to be carried out.
- 6.40 **Special Pick-up**: Any and all requested collections which are considered outside the scope of services/work as outlined within the Contract in which the Contractor may impose an additional fee for disposal.
- 6.41 **Surety**: Means the party, which is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the Contract.
- 6.42 **Temporary Labor Force**: Refers to people hired through the use of temporary labor vendors, who provide untrained daily labor at a set rate.
- 6.43 **Trash**: Unless specifically provided to the contrary, the term trash shall include and mean bulk waste/white goods, garbage, household trash, solid waste, vegetative garden and yard wastes, loose refuse, and refuse as further defined below, but does not include excluded waste.

(a) **Bulk Waste/White Goods** shall mean large discarded items generated from residences within the City, such as furniture, appliances, refrigerators, ranges, water heaters, freezers, small air conditioning units, carpet, and other large household items.

(b) **Garbage** shall 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, vegetable, and other matter, of any nature whatsoever which is subject to decay, putrefaction, and the generation of obnoxious and offensive gases 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 breeding places for mosquitoes or other water breeding insects.

(c) **Household Trash** shall mean any and all accumulations of waste material from the operation of a home, which is not included in the definition of garbage. Household trash shall include all bulky waste, yard toys, fencing and building material waste from residential type do-it-yourself projects, but does not include vegetative matter. **Waste generated by building contractors or subcontractors is not household trash.**

(d) **Solid Waste** shall mean refuse, yard trash, clean debris, white goods, and any mixture of garbage and trash and/or other discarded material resulting from the normal housekeeping activities of a residence or governmental operation.

(e) **Vegetative Garden and Yard Waste:** shall mean any and all accumulations of branches, grass, leaves, palm fronds, shrubs, trees, stumps, vines, and other similar items, generated by routine maintenance of residential gardens, lawns, shrubs, and trees.

(f) **Loose Refuse:** Any refuse either garbage or trash, stored in and collected from any type of container other than a mechanical container or garbage. Refuse, which is collected from the ground, is considered loose refuse.

(g) **Refuse:** Garbage or trash including paper, glass, metal, and other discarded matter, excluding recyclable materials.

Exception: Excluded Waste shall mean any and all solid waste products that are: (1) produced by public works type constructions projects whether performed by a governmental unit or by contract; (2) produced by governmental agencies other than the City of Palm Coast; (3) deemed by the City manager to be hazardous waste and (4) prohibited from being disposed of at approved landfill(s).

6.44 **Trash Receptacle:** Shall mean container(s) made of light gauge steel, plastic, or other satisfactory non-absorbent material, closed at one end with an opening at the other end able to be closed with a closely fitted top/lid and handled(s). The term also includes waterproof plastic bags of heavy mill construction which can be tightly/securely closed. .

6.45 **Work:** Shall mean scope of services and other provisions of this Request for Proposal.

Section 2 - Scope of Services

The following shall apply for all solid waste, yard waste, recycling, bulk and white good collections:

- 1) **Protection of Adjacent Property and Utilities:** The Contractor shall conduct their work in such a manner as to avoid damage to adjacent private or public property and shall immediately repair or pay for any damage incurred through its operations. The Contractor shall take cognizance of all existing utilities and shall operate with due care in the vicinity of such utilities and shall immediately repair or have repaired at no additional cost to the Utility owner any breakage or damage caused by Contractor's operation.
- 2) **Spillage:** The Contractor shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection shall occur. During hauling, all solid waste shall be contained, tied, or enclosed so that leaking, spilling, and blowing is prevented. In the event of any spillage caused by the Contractor, the Contractor shall promptly notify the City within 2 hours of any spills either on private property, City property or roadways and clean up all spillage.
- 3) **Hours of Collection:** Collection shall begin no earlier than 6:00 A.M. and shall cease no later than 6:00 P.M. In the case of an emergency, collection may be permitted at times not allowed by this paragraph, provided the Contractor has received prior approval from the Contracts Manager, or his/her designee to be later evidenced by a written memorandum confirming the approval. Should the Contractor not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the Contractor had not obtained such approval.
- 4) **Point of Pickup:** Complete collection services are to be provided for by the Contractor. Collection shall be made from the curb or five (5) feet from the edge of the pavement or swale as determined by street address. Side door pick-up or a location as determined by the Contracts Manager, service shall be provided to elderly or disabled persons upon receipt of proper written notice to the service provider from a medical doctor (on form provided by Contractor). See additional requirements for yard waste removal under Section 2.2(under Base Price Services).
- 5) **Schedules and Routes:** The Contractor shall provide the City with schedules for all collection routes and keep such information current at all times. If any change in the collection routes occurs, then the City shall be immediately notified in writing. The Contracts Manager shall approve all permanent changes in routes or schedules that alter the day of pickup. Upon approval of the Contracts Manager, the Contractor shall provide a letter or flyer informing the customers of such change and timing of such change via direct mail to each affected household and publish similar information in a newspaper of general circulation in Flagler County at least seven (7) days prior to the effective date of such route or schedule changes. The cost of publication shall be borne solely by the Contractor.

The City reserves the right to deny Contractor's vehicles access to certain streets, alleys, and public right-of-way inside the City, where it is in the interest of the general public to do so because of the condition of the streets or bridges or other special circumstances as determined by the City. The Contractor shall not interrupt the regular schedule or quality of service because of street closure less than eight (8) hours in duration. The City shall notify the Contractor of street closures of longer duration and arrangements for service will be made in a manner satisfactory to Contractor and City. Customers under the Contract shall receive reasonable notification of the schedules provided by the Contractor prior to commencement of service. Such notification, material, methods, and frequency of delivery shall be approved by the City. (Only local truck routes shall be used in transit, unless specifically for the purpose of collection.)

- 6) **Storms.** In case of a storm, the City Manager may grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm, the Contractor shall advise the Contracts Manager and the customer of the estimated time required before regular schedules and routes can be resumed. In the event of a storm, the Contracts Manager or designee shall inform the customers of any change in schedule. In the event of hurricane, freeze, or similar act of nature, resulting in a significant increase in refuse requiring the Contractor and the City to obtain additional equipment and hire additional crews in order to collect and dispose of such solid waste the Contractor shall fully cooperate with the City in such endeavors. Provided the Contractor has obtained prior written authorization from the Contracts Manager, the Contractor shall be reimbursed for the actual documented cost to the Contractor of all required additional labor, overhead, equipment and disposal provided by the Contractor in response to the first 72 hours of the event.

- 7) **Force Majeure:** The performance of any act by the City or the Contractor under the Contract 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, that if the hindrance or prevention of performance exceeds a period of thirty (30) days, the City may at its option and discretion, cancel, or renegotiate the Contract.

- 8) **Residential Collection Services:** The Contractor shall collect and dispose of solid waste, yard waste, recycling, bulk and white goods from all single-family homes, multiple dwelling buildings of two (2) or fewer units under common ownership. **In order to track all vehicles in real-time and record movements throughout the City, all solid waste, yard waste and recycling vehicles shall be equipped with Global Positioning Systems (GPS) vehicle tracking technology.**

BASE PRICE SERVICES

THE BASE PRICE SUBMITTED IN RESPONSE TO THIS RFP MUST INCLUDE THE FOLLOWING SERVICES: SOLID WASTE, YARD WASTE, RECYCLING (INCLUDING RECYCLE REWARDS PROGRAM), BULK, CNG FUELING FACILITY AND CNG COLLECTION VEHICLES AND WHITE GOODS, AS DESCRIBED HEREINAFTER IN SUB-SECTIONS 1.0 THROUGH 5.0 INCLUSIVE. IF ANY OF THESE ITEMS ARE NOT INCLUDED IN THE BASE PRICE OR IF ADDITIONAL UNREQUESTED SERVICES ARE INCLUDED IN THE BASE PRICE, THE SUBMITTAL SHALL BE CONSIDERED UNRESPONSIVE AND SHALL NOT BE FORWARDED FOR EVALUATION. BASE PRICING SHALL BE BASED ON A FIVE-YEAR CONTRACT AND SUBMITTED ON A MONTHLY PER HOUSEHOLD BASIS.

1.0 SOLID WASTE PICK-UP AND DISPOSAL PROGRAM

In order to maintain the highest level of service to residents, the City shall require manual curbside pick-up utilizing rear load collection vehicles provided by a two-man collection crew. **Any proposal submittal providing pricing for anything other than the foregoing shall be considered unresponsive (including an automated collection system) and will not be forwarded for evaluation.**

- 1.1 **Frequency of Collection:** The Contractor shall collect solid waste within the Contract collection area two (2) times per week, with collections at least three (3) days apart.

- 1.2 **Receptacle:** The Contractor shall be required to pick up all garbage and rubbish from residential units which have been properly prepared and stored for collection as follows:

All garbage, trash, and rubbish shall be placed in a garbage can or in such other plastic disposal bag, or any other approved container and shall be placed at curbside. **If a resident incorrectly places solid waste in a recycle bin, the Contractor shall provide educational materials to the resident.**

- 1.3 **Method of Collection of Residential Garbage:** The Contractor shall make collections with a minimum of noise and disturbance to the householder. Any garbage or trash spilled by the Contractor shall be picked up immediately by the Contractor. Garbage receptacles shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. All receptacles shall be inverted with covers placed topside up on the ground next to the container. When receptacle is placed back, it should not be blocking driveway. Any type receptacle found in a rack, cart or enclosure of any kind shall be returned upright to such rack; cart or enclosure and lids shall be placed securely and properly on the top of said receptacles. In the event of damage by the Contractor of garbage receptacles, the Contractor shall be responsible for repair or replacement of said receptacles within twenty-four (24) hours.

All residential trash shall be delivered, by the contractor, to a disposal facility which is properly permitted and licensed by the State and or Federal governments.

The Contractor shall collect, at no cost to the City, and properly dispose of all used tires improperly deposited on City right of ways and also those collected at the Public Works complex. Additionally, each resident shall be permitted to place up to four (4) automobile tires annually at the curb for disposal. This includes tires only, without rims, and cannot include large pick-up or truck tires.

2.0 **YARD WASTE PICK-UP AND DISPOSAL PROGRAM**

The Contractor shall collect all yard waste from all residential single family homes and multiple dwelling buildings of two (2) or fewer units under common ownership.

- 2.1 **Frequency of Collection:** The Contractor shall collect yard waste from residences within the service area one (1) time per week on a non-solid waste collection day.
- 2.2 **Point of Pickup of Yard Waste:** Collection of yard waste shall be within 5 feet of curb, edge of the road or swale as determined by street address. The contractor shall pick-up all yard waste in swale and median areas adjacent to collection routes, including along vacant lots. Rear, side door or a location as determined by the Contracts Manager, service shall be provided to elderly or disabled persons upon receipt of proper written notice to the service provider from a medical doctor (on form provided by Contractor).
- 2.3 **Preparation of Yard Waste for Collection:** The Contractor shall pick up all yard waste generated from residential units which has been properly prepared and stored for collection as follows:
- (a) Loose Yard Waste – Contractor shall pick-up **all** yard waste that has been stacked/placed adjacent to the pavement or traveled way of the street providing such yard waste is not of a volume that would require mechanical means of disposal. Mechanical means would be defined as cherry picker or claw type collection vehicle. The need for mechanical means would be any loose piles in excess of 3' wide x 3' tall x 12' long, or similar dimensions (or four (4) cubic yards), or any pile that takes more than 10 minutes to load by hand into the

vehicle. Additionally, any yard waste that exceeds five (5) feet in length, or limbs/branches greater than six (6) inches in diameter, and not exceed 50 lbs. shall be subject to mechanical removal. All loose yard waste shall be collected once per week on a non-solid waste collection day.

- (b) Containerized Yard Waste – Contractor shall pick-up **all** yard waste that has been properly bagged or containerized and placed adjacent to the pavement or traveled way of the street. . All contained yard waste shall not exceed fifty (50) pounds each and with no dimension over five (5) feet each, or limbs/branches not greater than six (6) inches in diameter. Contained yard waste shall be collected once per week on a non-solid waste collection day.

It is the responsibility of the Contractor to report to the City violations of the afore described requirements in subsections 2.3a and 2.3b pertaining to the preparation of yard waste collection.

Any yard waste which exceeds the limits in subsections 2.3a and 2.3b shall require mechanized removal shall be subject to a fee as determined by the Contractor and paid by the customer directly to the Contractor. In the event of a dispute between a Contractor and a customer as to what constitutes “mechanized removal”, the situation will be reviewed and decided by the Contracts Manager whose decision will be final.

- 2.4 **Method of Collection of Yard Waste.** The Contractor shall make collections with a minimum of noise and disturbance to the householder. Any yard trash spilled by the Contractor shall be picked up immediately by the Contractor. Garbage receptacles shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. All receptacles shall be inverted with covers placed topside up on the ground next to the container. When receptacle is placed back, it should not be blocking driveway. Any type receptacle found in a rack, cart or enclosure of any kind shall be turned upright to such rack, cart or enclosure, and lids shall be placed securely and properly on the top of said receptacles. **If a resident incorrectly places yard waste in a recycle bin, the Contractor shall provide educational materials to the resident.**

3.0 **RECYCLING COLLECTION AND REWARDS PROGRAM**

The Contractor shall collect all recycling materials from all single-family homes and multiple dwelling buildings of two (2) or fewer units under common ownership.

- 3.1 **Frequency of Collection:** The Contractor shall collect recycling from residences within the service area one (1) time per week.
- 3.2 **Preparation of Recycling for Collection:** The Contractor shall pick up all recycling generated from residential units which has been properly prepared and stored for collection as follows:

Recycling material shall be properly placed in appropriate containers/bins/carts/toters that are clearly marked as recyclable material, or in clear plastic bags or receptacles where identification of the contents is clearly visible. Recycling containers shall be provided to residents at no cost to the resident.

All recycling shall be single-stream with no separation of materials required by the resident utilizing a recycling container appropriate to the type of recycling service and/or program ultimately determined by the City and Contractor. **Any submittal providing pricing for anything other than the foregoing shall be considered unresponsive and will not be forwarded for evaluation.**

Any recycling of a size too large to place in the appropriate recycling containers and is beside the container on the ground shall be manually picked up by the Contractor.

The Contractor shall market recyclable materials on the appropriate markets and shall collaborate with the City to maximize the recycling of trash and to ensure the maximization of the economic use of recyclable materials. The Contractor must identify the location which will be used as the processing facility for recyclable materials. The Contractor must notify and request approval from the Contracts Manager in the event the Contractor wishes to change such facility and location.

Recycling revenues will be remitted to the City on a monthly basis equal to \$0.25 cents per household or a price agreed upon by both parties.

In the event that a recycling receptacle contains some items that cannot be recycled, and some items that can be recycled, the Contractor shall pick-up the items that can be recycled, and provide educational materials to the resident regarding correct recycling guidelines.

3.3 **Method of Collection of Recycling:** Recycling shall be either a manual service utilizing 18 gallon recycle bins, or an automated service utilizing carts/toters, however, no cart or toter utilized shall exceed 35 gallons. The Contractor shall make collections with a minimum of noise and disturbance to the householder. Any recycling spilled by the Contractor shall be picked up immediately by the Contractor. Recycling receptacles shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. **Note that 18 gallon bin pricing shall be included in the base price and automated toter pricing shall be included in the alternative pricing.**

3.4 **Recycling Rewards Program:** The Contractor shall implement and/or contract with a recycling rewards program operator in order to offer a points based reward system to the residents of the City in an effort to increase volume and/or participation of the City's recycling program. Points can be earned and utilized to purchase goods and/or services or make donations to charitable organizations and/or school programs. The rewards program details, including cost, shall be negotiated between the City and the Contractor.

Requirements of the rewards program are as follows:

- 1) Containers utilized for the recycling program may either be bins or toters/carts.
- 2) Pricing must be reflected for only one type of container.
- 3) Residents shall **NOT** be required to report each day that recycling was placed curbside.
- 4) Resident must be automatically identified through the use of a micro-chip or similar technological means that has been placed on their recycling container.
- 5) Recycling rewards shall be based on either actual weight of materials collected whether it be based on each resident or by truck route, or by frequency of recycling.
- 6) Local Flagler County businesses must be allowed to supply rewards to the program free of charge.
- 7) Points earned must not have an expiration date.
- 8) Rewards program must be in place within one year of the signing of the Residential Solid Waste Contract.
- 9) Residents shall have the ability to access, through a toll free number or web-site, personal accounts keeping track of points earned.

4.0 **BULK TRASH AND WHITE GOODS PICK-UP AND DISPOSAL PROGRAM**

- 4.1 **Description of Work – Bulk Trash:** The contractor shall collect all bulk trash from all single-family homes, multiple dwellings of two (2) or fewer units under common ownership.
- 4.2 **Frequency of Collection:** The Contractor shall collect Bulk Waste on the second garbage pick-up day of the week.
- 4.3 **Bulk Trash Item List** - Items included as bulk may include, but not be limited to the following: Furniture, mattresses, construction materials resulting from do-it-yourself home improvement projects only; charcoal/gas grills (not including propane gas tanks), lawn mowers (all petroleum based fluids removed), patio furniture, children’s play equipment, TV’s, etc.
- 4.4 **Description of Work – White Goods:** The Contractor shall collect all white goods from all single-family homes and multiple dwellings of two (2) or fewer units under common ownership.
- 4.5 **Frequency of Collection:** The Contractor shall collect white goods within one to three business days from notification of goods being placed at curbside. Residents may schedule a white good pick-up by calling the City’s dedicated customer service line, email on the City’s web site via the tracking system or contacting the Contractor directly.
- 4.6 **White Goods Item List** - Items included as white goods include washers, dryers, ranges, refrigerators and freezers (doors removed), water heaters, small air conditioning units and dish washers.

5.0 **COMPRESSED NATURAL GAS (CNG) PROGRAM**

The base price must include use of CNG collection vehicles.

ALTERNATIVE SERVICES PRICING

ALTERNATES TO INCLUDE IN THE PRICING OF THE RFP
(Alternates shall not be part of the base proposal for Contract award)

SEPARATE PRICING IS REQUIRED ON THE FOLLOWING ALTERNATE ITEMS. PRICING SHALL BE BASED UPON THE MONTHLY COST TO EACH SINGLE FAMILY UNIT (UNLESS OTHERWISE DESCRIBED) OVER THE COURSE OF A FIVE YEAR CONTRACT. No other alternatives will be considered.

- a)** Base Pricing for 7-year Contract.
- b)** Base Pricing for 10-year Contract.
- c)** Doorstep Hazardous Waste Program (monthly charge per household).
- d)** Doorstep Hazardous Waste program (billed to the resident per pick-up).
- e)** Camera’s in Vehicles – Provide pricing for the installation of automatic video and/or cameras in each collection vehicle.
- f)** Solid Waste Pickup once per week (including all of the parameters as described in the base price).
- g)** Automated Recycling utilizing carts/toters with lids not to exceed 35 gallons (maximum 2 carts/toters per household).

DOORSTEP HOUSEHOLD HAZARDOUS WASTE DISPOSAL PROGRAM

1. **Description of Work – Doorstep Household Hazardous Waste Program:** The contractor shall collect doorstep hazardous waste from all single-family homes, multiple dwellings of two (2) or fewer unites under common ownership.
2. **Frequency of Collection:** The Contractor shall collect doorstep hazardous waste at least once per month per household. Reservations must be made directly with the Contractor and Contractor will provide proper vehicles and collection equipment to comply with all Federal, State of Florida, Flagler County and City license requirements.
3. **Doorstep Hazardous Waste Item List:** Items included as doorstep hazardous waste may include, but not be limited to fluorescent light bulbs, used motor oils, antifreeze, paints and supplies, pool and household chemicals, household cleaners, pesticides and fertilizers and batteries. There will be no minimum quantity requirements, however, maximum quantities may be imposed per pick-up.

PAYMENT, BILLING AND RATE ADJUSTMENTS

1. **Compensation:** The City shall pay the Contractor for the performance of the Contract the sums due based on the agreed upon prices including base price and any agreed upon selected and negotiated alternative prices subject to any conditions or deductions as provided under the Contract. Contractor's base price shall include disposal costs. Contractor shall submit an invoice by the 10th of each month for services rendered during the preceding month, and payments will be made to the Contractor on or before the 25th day of each calendar month upon verification of the invoice submitted.
2. **Billing Procedures:** On the first day of each month the Contract payment(s) for Residential Solid Waste Collection, Yard Trash Collection and Recycling shall be adjusted to correspond with existing, or new homes and the demolition of old homes obtained from the City's billing system. Any new unit shall be considered to be occupied when a certificate of occupancy has been issued. Proof of demolition shall be determined by demolition permits issued by the Building Department. Residential unit numbers will be provided to the Contractor on the first of every month for billing of the previous month.

The City shall bill each residential service customer for services rendered in accordance with the applicable provisions of the City's Code of Ordinances. The Contractor will be responsible for billing all commercial accounts to include but not limited to commercial front load container accounts, commercial hand pick-up and roll off customers which will also include roll off compactor accounts.

A 10% Franchise Fee of the gross revenues shall be deducted from each monthly invoice submitted.

3. **Rate Adjustments:** No CPI adjustment will be allowed throughout the length of the Contract.

The Contractor shall be eligible for rate increases during the term of the Contract for the following reasons:

- (a) **Fuel Adjustment Component:** The City shall adjust payments to the Contractor on an annual basis for either increase or decrease for the fuel cost to the Contractor for providing the service to the City as per the Contract. The fuel adjustment component (fac) shall be adjusted on the first year after the start date of the Contract with the base of fuel pricing being set at five (5%) percent above or below the Henry Hub index at the start date of the Contract and every year thereafter.

Each year the contractor shall calculate the adjusted fuel component price described above and send a letter to the City showing the fuel used to provide the services to the City as per the Contract. If the contractor fails to notify the City in writing as per the above described format within ten (10) days of the end of each year the City will not consider the fuel adjustment for that given year.

- (b) **Favored Nations Clause.** In the event a Neighboring Municipality negotiates a more favorable rate than the City of Palm Coast for the provisions of the same or substantially the same services provided in the Contract with the Contractor of the Contract, the Contractor shall be required to, upon execution of the agreement with the neighboring municipality, reduce the rates charged to the City to be equal to or lower than the rates charged the Neighboring Municipality.

- (c) **Non-Appropriation of Funds:** In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this RFP, the City shall have the unqualified right to terminate the Contract upon written notice to the Consultant/Contractor/Bidder, without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any firm(s).

GENERAL DESCRIPTION OF WORK

1. The Contractor shall not be responsible for the collection of contaminated loads. If the Contractor does not pick-up a contaminated load, the Contractor shall notify the Contracts Manager of the specific customer that was not served and the type of contamination that was observed. Any landfill charges related to a contaminated load that is collected by the Contractor shall be the sole responsibility of the Contractor.
2. The Contractor's employees collecting trash shall follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern them. Care shall be taken to prevent damage to property, including mailboxes, shrubs, flowers, and other enhancements. After emptying container(s), Contractor's employees shall return them to the same location from which they are taken and anything spilled shall be picked-up immediately by such employees.
3. The Contractor's employees shall follow the proper traffic flow and not encumber nor block traffic unnecessarily. Further, Contractor's drivers shall be monitored by the Contractor for improper and/or reckless driving of equipment on the streets of the City of Palm Coast relative to the safety of its residents and maintenance of street infrastructure as well as proper and prudent driving behaviors generally.
4. Only employees covered by the Contractor's Workers' Compensation Policy and liability insurance policies will be authorized to work within the City. Occasionally, should the need for additional labor personnel arise, the Contractor must notify the City's Contracts Manager in writing either via email or facsimile of the routes affected within the City each day this category

of personnel is utilized. Only after notification to the Contracts Manager in a written request by the Contractor and written approval received from the Contracts Manager, may the Contractor use any temporary labor force within the City of Palm Coast.

5. Contractor agrees to maintain the current solid waste collection service as prescribed herein unless otherwise approved by the Contracts Manager in writing.
6. The Contractor shall provide exclusive residential solid waste collection services within the City limits of Palm Coast, in accordance with the City's Code of Ordinances, disposing of the same as provided herein with the following exception:
7. The City reserves the right to permit other collectors to collect, haul, and dispose of commercial garbage or refuse in accordance with the provisions of Chapter 2000-25 , Section 27-208 , as may be amended, disposal by producer or property owner authorized; permit required; fee, of the City's Code of Ordinances.
8. The Contractor shall provide, at their own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories, and any and all other necessary items to maintain the standard of collections and disposal set forth herein.
9. The City shall not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. The City shall consider the employment by the Contractor of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the Contractor the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of the Contract by the City.
10. Each vehicle operator shall, at all times, carry a valid driver's license for the type of vehicle that is being driven.
11. The Contractor shall provide operating and safety training for all personnel. The City shall have the right to review and inspect such programs from time to time.
12. The Contractor shall, wherever possible, employ as its personnel from residents of Palm Coast/Flagler County.
13. No person shall be denied employment by the Contractor for reasons of race, sex, national origin, creed, age, physical handicap, or religion.

Collection Equipment

- a) All collection vehicles operating within the City of Palm Coast shall operate on Compressed Natural Gas. Contractor may initially operate with diesel vehicles with conversion to CNG vehicles no later than six months after commencement of the Contract.
- b) The Contractor shall maintain all equipment in a reasonable, safe, working condition, painted uniformly with the Contractor's company name and phone number printed in letters not less than five inches (5") high on each side of the vehicle(s) as well as a sign stating "Serving the City of Palm Coast" on each side of all vehicles while working within the City of Palm Coast. The Contractor shall number; create and maintain a record showing each vehicle and the number assigned. All numbers and letters shall be of a color which contrasts with the

color of the vehicle so as to provide the maximum possible visibility. The Contractor may also place its corporate logo on the vehicle. The Contractor shall provide the Contracts Manager a monthly list showing truck numbers and the routes to which they are assigned. The Contractor shall also provide to the Contracts Manager a monthly maintenance report, showing truck number, service, and/or repairs made for each vehicle. The Contractor shall wash all vehicles weekly.

- c) The Contractor shall not place or permit advertisement to be placed on vehicles with the exception that the City may advertise events on trucks at no cost to the City. The City will provide materials at least thirty (30) days in advance of the event. The Contractor shall display the materials provided by the City on the trucks at least fifteen (15) days prior to the event. The Contractor shall remove the materials from the vehicles no later than ten (10) days after the event.
- d) The Contractor shall submit to the Contracts Manager, for approval, a schedule showing the manner in which the change-out of containers at City facilities will be accomplished for maintenance, repair, replacement, etc., during the term of the Contract.

Equipment Operation

- a) The Contractor shall ensure that all vehicles have watertight bodies and do not permit leakage or drippage of any liquid from the vehicle at any time.
- b) The Contractor shall ensure that each non-packer trash vehicle shall be equipped with a cover, which may be net with mesh not greater than one and one-half (1-1/2") inch, tarpaulin, or fully enclosed metal top and such covers shall be kept in good order and used at all times when the vehicle is not completely empty. The Contractor shall ensure that all vehicles are not overloaded such as to scatter or spill trash. If trash is spilled or scattered from the Contractor's vehicle for any reason, such refuse shall be picked up immediately by the Contractor. The Contractor shall ensure that each vehicle carries the proper equipment for this purpose which will include rakes, brooms, shovels, spill kits and emergency safety reflectors. The Contractor's vehicles shall not unduly interfere with vehicular or pedestrian traffic and vehicles shall not be left standing on streets unattended except as made necessary by loading operations, and shall safely move with the traffic flow.
- c) Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. **All collection vehicles shall be no older than 2013 model year vehicles at the commencement of the Contract, and at no time during the duration of the Contract, may any vehicle reach an age of 9 years or greater.** For residential collections, equipment shall be of the enclosed loader packer type, and all equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. The Contractor shall have available reserve equipment, which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. A list of the Contractor's equipment shall be given to the City at the time of each annual audit. All residential solid waste and yard waste collection vehicles must be rear load packer type vehicles with two (2) man crews.
- d) **In order to track all vehicles in real-time and record movements throughout the City, all solid waste, yard waste and recycling vehicles shall be equipped with Global Positioning Systems (GPS) vehicle tracking technology.**

Quality of Service

1. **Contractor's Officer(s):** The Contractor shall assign a qualified person or persons to be in charge of the operations within the service area. The Contractor shall give the names of the person(s) to the City. Information regarding the person's experience and qualifications shall also be furnished. Supervisory personnel must be available for consultation with the Manager and/or customers within a reasonable, practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle which is radio equipped or has direct communication on his/her person at all times such as cell phone, tablets, or any other device allowing immediate and direct communication during Contract hours of operation.
2. **Character of Workers and Equipment:** The Contractor shall ensure that direction and supervision of trash collection, disposal and salvage operation shall be by competent, qualified, and sober personnel employed by the Contractor, and the Contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City. All subcontractors, superintendents, supervisors, and workers employed by the Contractor shall be careful and competent. The Contractor shall also provide uniforms for all of its employees which will include reflective safety vest or shirts. All employees used by the Contractor during the term of the Contract, or any extension thereof, shall meet qualifications that will permit the Contractor's performance herein to be carried on harmoniously and without delay, and in no event shall employees cause any disturbance, interference or delay to any work or service rendered to the City or by the City and in no event shall employees conduct themselves negligently, disorderly, or dishonestly in the due and proper performance of the employees' duties. The Contractor shall ensure that its employees serve the public in a courteous, helpful, safe, and impartial manner.

The Contractor shall furnish the City with a current roster of equipment and employees for each collection day within the City. Contractor's employees collecting refuse shall follow the regular walk for pedestrians while on private property. No employee shall enter any portion of any dwelling (garages/carports/etc.) without permission of the property owner. No employee shall remove or tamper with any property not placed for collection. Care shall be taken to prevent damage to property, including shrubs, flowers, and other plants.

3. **Customer Service Plan:** Contractor shall submit a customer service plan to the Contracts Manager for review and approval prior to commencement of the services pursuant to this RFP.
4. **Fleet, Maintenance and Office Facilities:** The Contractor shall establish and maintain an office, a fleet yard and a fleet maintenance facility within Flagler County, or adjacent county, by the commencement date of the Contract. The operating hours of the office shall be the same as the City of Palm Coast, 8:00 A. M. until 5:00 P. M., Monday through Friday. The office personnel must have the capabilities to communicate effectively with the general public, have either a local phone number or a toll free number for residents of the City of Palm Coast. Said office shall be equipped with sufficient personnel and telephones to receive and handle complaints, requests and concerns of the residents/customers via telephone and web-based customer service software program that is real-time and transparent between the City and the Contractor. The office may be closed during the same holidays as the City Offices of Palm Coast. The Contractor shall maintain sufficient supplies in local storage for a minimum of a 24-hour turn-around on recycling containers, etc., when required for emergency replacement, new customers, or unexpected emergencies. The Contractor will be

responsible to insure the local office meets all American Disabilities Act (ADA) requirements.

5. **Supervision of Contract Performance:** The Contracts Manager shall administer the Contractor's performance of the Contract and all notification will be in writing. If at any time during the term of the Contract, or any extension thereof, performance satisfactory to the Contracts Manager shall not have been made by the Contractor, the Contractor, upon notification by the Contracts Manager, shall within three (3) working days increase the force, tools, or equipment as needed to properly perform the Contract. The failure of the Contracts Manager to give such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the Contract. After proper notification by the Contracts Manager requiring the Contractor to increase the work force, tools and equipment and the Contracts Manager finds the Contractor to be unresponsive or in non-compliance, the City Manager has the right to further demand or increase any portion of above listed items to insure Contract Performance. Any and all additional cost shall be borne by Contractor.
6. **Contracts Manager to Be Arbitrator:** To prevent misunderstanding and any litigation, the Contracts Manager shall decide any and all questions which arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the provisions of the Contract, and the acceptable fulfillment of the Contract on the part of the Contractor. The Contracts Manager 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 Contracts Manager shall make such explanation as may be necessary to complete, explain, or make definite the provision of the Contract, and their findings and conclusions shall be final and binding upon both parties.
7. **Inspection of Work:** The Contractor shall provide the Contracts Manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the Contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the City. The Contracts Manager may appoint qualified person(s), i.e. solid waste inspector, to inspect the Contractor's operation and equipment at any reasonable time, and the Contractor shall admit such person(s) to make such inspections at any reasonable time and place.
8. **Cooperation/Coordination:** The City and its authorized representatives shall be permitted free access to every facility for the inspection of all work, equipment, and facilities of Contractor.

The Contractor shall cooperate with City Authorized Representatives of the City in every reasonable way in order to facilitate the progress of the work contemplated under the Contract. The Contractor shall have a competent and reliable English speaking representative on duty during normal business hours who shall be authorized to receive orders and to act on behalf of the Contractor.

The Contractor and the Contracts Manager and any designated staff shall meet weekly at the commencement of the Contract in order to resolve issues of concern and enhance performance. Meetings shall continue throughout the duration of the Contract at a frequency necessary to ensure adequate performance, however, at no time during the course of the Contract shall the parties meet less than monthly.

- 9. Customer and Operational Information:** The Contractor shall provide each residential customer with a condensed version, approved in advance by the City, of the rules and regulations for trash collection in the form of a door hanger. Said condensed version shall outline the obligations of the customer and the Contractor, according to terms of the Contract. Additional copies shall be kept in adequate supply by the Contractor at all authorized billing payment locations.

The Contractor shall maintain information adequate to determine the volume of trash collected, the volume of trash diverted through commercial recycling programs, revenues received from the sale of recyclable materials, recycling participation rates, and any other information required by the City, County, or State of Florida to meet the requirements of the Solid Waste Management Act and/or to enable to the City to obtain grant funds from the Solid Waste Management Fund.

The Contractor shall provide to the City, upon request, an annual financial statement, prepared in accordance with generally accepted accounting principles, certified by an independent accountant, and detailing the City of Palm Coast Contract as a separate cost center.

The Contractor shall be responsible for the promotion of all Programs relating to trash collection, safety, recycling, trash reduction, and all related matters. The City and the Contractor will cooperate in the design of promotional events and educational programs and the preparation of promotional materials such as door hangers and/or flyers for public distribution; however, the City's contribution shall be subject to the availability and appropriation of funds. At its own cost and expense, the Contractor shall produce and distribute written information to all residential units on a periodic basis with a minimum of one (1) item annually. The Contractor further agrees to conduct presentations for civic organizations and homeowners associations. At a minimum, the Contractor's contribution to the public relations, educational campaign, and/or sponsorship of "green" related events (Arbor Day) shall be \$2,500 the first year of the Contract and \$2,000 each year thereafter. If the Contractor fails or refuses to meet its responsibilities hereunder, the City may undertake the same at the Contractor's expense and deduct said expenses from the next monthly billing.

The City of Palm Coast does not have any residents residing on the east side of the Palm Coast Parkway toll bridge, therefore the City will not be responsible for any toll costs incurred by the Contractor.

- 10. Complaints and Complaint Resolution:** In order to stream line customer service/complaint tracking, Contractor shall utilize an automated real-time web based complaint resolution software system (similar to TracEz) in order to minimize and/or eliminate the need for customer service phone calls. Software shall remain in place for the duration of the Contract. This program shall be accessible by both the City and the Contractor as well as the general public through the City's web site. Software shall indicate date and time when the complaint was received, how it was handled and when the issue was resolved. Software must allow both the City and the Contractor to prepare monthly reports tracking complaints, requests and compliments. This program shall be utilized for all customer service complaints, compliments and requests, regardless of whether the call was received by the City or Contractor and shall have capabilities to send automated e-mail responses to the creator of any incidents, complaints, requests, etc.

The Contractor shall perform a service of high quality and shall make every effort to minimize the number of legitimate complaints. All customer complaints shall be directed to

the City's Customer Service Department when possible. The Contractor shall be responsible for all acts and omissions of its employees.

The following criteria must be complied with by the Contractor regarding resolution of complaints:

- a) Any complaints received by the contractor before 12:00 noon on a regular business day shall be resolved before 5:00 p.m. of the same day.
- b) Complaints received after 12:00 noon on a regular business day shall be resolved before 12:00 noon of the following business day.
- c) This complaint resolution schedule shall be complied with, except when a complaint is received after 12:00 noon on the day preceding a holiday, or on a Saturday or Sunday, in which case the complaint shall be resolved no later than the next working day.

Legitimacy of challenged complaints shall be determined on the basis of a joint inspection by the Contracts Manager, and a representative of the Contractor. Disputes shall be referred to the Contracts Manager, whose decision shall be final. Additionally, the City's auditors may communicate directly with the Customer for the purpose of confirming compliance with these stipulations.

11. **Disputes about Collection of Certain Items:** It is recognized that disputes may arise between the City and Contractor with regard to the collection of certain items due to disputes over the specific language of the Contract. The Contracts Manager may from time to time notify the Contractor by telephone to remove all such refuse. Should the Contractor fail to remove the refuse within twenty-four (24) hours from the time of notification, the City may do so, and all costs incurred by the City shall be deducted from compensation due the Contractor. Notice of the amount deducted shall be given to the Contractor. If it is determined that disputed refuse did not conform to Contract specification, the Contractor shall be entitled to reimbursement of the deduction.
12. **Subcontractors:** Subcontractors will not be permitted under the terms of the Contract.
13. **Agreement not to Litigate:** In consideration of the City's Contract to open the selection of a company to provide exclusive Residential Solid Waste Collection Service to all interested Proposers, rather than selecting a company by negotiation or any other manner allowed by law, and in consideration of the Contract of the City not to compete with the accepted Proposer in providing Residential Collection Service, each Proposer by submitting a Proposal agrees that no claims, suits or any legal action of any character shall be brought against the City or any of its elected officials, employees, or agents for or on account of any determination made by the City in connection with this Request for Proposal. Such determinations shall include, but not be limited to, the award of the Contract to the accepted Proposer.
14. **Community Outreach/Special Events:** Contractor shall maintain a booth at three (3) city-sponsored environmental events annually during the course of the Contract.

The Contractor shall provide adequate containers, as determined by the Contracts Manager, for refuse collection and disposal for all special events sponsored or conducted by the City during the term of the Contract, at no cost to the City.

Section 3 – General Conditions, Instructions and Information for Proposers

CONTACT: All prospective Applicants (Proposers) are hereby instructed not to contact any member of the City of Palm Coast City Council, City Manager, or City of Palm Coast staff members other than the noted contact person(s) regarding this Request for Proposal (RFP) at any time prior to the RFP having been formally presented to, voted on and awarded by, the City Council. Any such contact shall be cause for rejection of your RFP submittal.

PUBLIC OPENING: **Sealed** RFP submittals shall be received at the City of Palm Coast Purchasing & Contracts Management Division, 160 Lake Avenue, Palm Coast, FL 32164 by the specified time and date. The RFP submittals shall be opened publically and the names of the Proposers shall be read aloud at that time. Persons with disabilities needing assistance to participate in the Public Opening should contact Brian Rothwell at 386-986-3731 or at brothwell@palmcoastgov.com at least 48 hours in advance of the Public Opening.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Bidders of all changes in scheduled due dates by posting the notification in the form of addenda on the Purchasing page of the City's website.

PROPOSAL SUBMISSION AND WITHDRAWAL: The City shall receive sealed RFP submittals at the above address. The outside of the envelope/container must be identified with the RFP number and title as stated above. The envelope/container must also include the Proposer's name and return address. Receipt of the RFP submittal in the Purchasing & Contracts Management Division after the time and date specified due to failure by the Proposer to provide the above information on the outside of the envelope/container shall result in the rejection of the RFP submittal.

RFP submittals received after the specified time and date shall be returned unopened. The time and date will be scrupulously observed. The City shall not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing & Contracts Management Division shall serve as the official authority to determine lateness of any RFP submittal.

The City cautions Proposers to assure actual delivery of mailed or hand-delivered RFP submittals prior to the deadline set for receiving RFP submittals. Telephone confirmation of timely receipt of the RFP submittal may be made by calling (386) 986-3730, before the 2:00 deadline.

Proposers shall submit Two **COMPLETE SETS** (two [2] originals and one [1] electronic copy (CD, thumb drive, etc.) of the RFP submittal with all supporting documentation in a sealed envelope/container marked as noted above. The CD should be an exact duplicate of the hard copies and should be one complete file (PDF preferred), not a series of files. The Proposer may submit the RFP submittal in person or by mail.

Proposers may withdraw their RFP submittals by notifying the City in writing at any time prior to the time set for the RFP deadline. Proposers may withdraw their RFP submittals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the RFP submittal. RFP submittals, once opened, become the property of the City and will not be returned to the Proposers.

No additional information may be submitted, or follow-up made, by any Proposer after the stated due date, unless requested by the City. At the time of opening and upon review of the RFP submittals, the City reserves the right to request all required forms/attachments (**other than the bid form and issued addenda**) that may have not been submitted at the time of submittal. The respondent shall have twenty-four (24) hours from the City's request to supply this information to the City for their RFP submittal to be considered valid.

CONFIDENTIAL MATERIALS: Any materials that qualify as "trade secrets" shall be segregated, clearly labeled and accompanied by an executed Non-Disclosure Agreement for Confidential Materials shall be submitted in this section as per Florida State Statute 119.071.

INQUIRIES/INTERPRETATIONS: All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the City Purchasing & Contracts Management Division in writing prior to the due date; failure to do so, on the part of the Proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFP documents including the attached draft agreement, shall be requested in writing, and received by the City Purchasing & Contracts Management Division at least ten (10) business days prior to the due date. The City shall not be responsible for any oral instructions made by any employee(s) of the City in regard to this RFP. All inquiries shall be directed to Brian Rothwell at Telephone No. 386-986-3731, Fax No. 386-986-3724 or brothwell@palmcoastgov.com. **Oral statements given before the Proposal Due Date will not be binding.**

ADDENDA: Should revisions to the RFP documents become necessary, the City shall post addenda information on the City's Web Site. All Proposers should check the City's Web Site or contact the City's Purchasing & Contracts Management Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the RFP submittal as unresponsive. Proposer shall sign, date, and return all addenda with their RFP submittal. Addenda information will be posted on the City's website at www.palmcoastgov.com/government/departments/purchasing. **It is the sole responsibility of the Proposer to ensure he/she obtains information related to Addenda.**

SELECTION PROCESS AND AWARD: All RFP submittals will be evaluated by City staff in accordance with the criteria set forth in the RFP documents.

The City anticipates award to the Proposer who submits the RFP submittal judged by the City to be the most advantageous and offers the best value to the City. The Proposer(s) understands that this RFP does not constitute an agreement or a contract with the Proposer. The City reserves the right to reject all RFP submittals, to waive any formalities, and to solicit and re-advertise for new RFP submittals, or to abandon the project in its entirety.

PREPARATION COSTS: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their RFP submittals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

ACCURACY OF RFP SUBMITTAL INFORMATION: Any Proposer that submits in his/her RFP submittal to the City any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

INSURANCE: Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the RFP submittal and rescission of any ensuing Contract. **Copy of the insurance certificate shall be furnished to the City prior to final execution of the Contract.**

LICENSES: Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of RFP. Should the Proposer not be fully licensed and certified, his/her RFP submittal shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Proposer.

POSTING OF PROPOSAL AWARD: Recommendation for award will be posted for review by interested parties on the City's Web Page (www.palmcoastgov.com/government/departments/purchasing) prior to submission through the appropriate approval process. Failure to file protest to the Purchasing Manager within the time prescribed in the City's Purchasing & Contracts Management Division Procedures shall constitute a waiver of proceedings.

PROTEST OF AWARD: Award protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Purchasing & Contract Bid Protests procedures.

A vendor/bidder may protest matters involving the award of the Contract within 72 hours from the posting of the recommendation to award. Failure to protest to the City's Purchasing Manager shall constitute a waiver of protest proceedings.

Any decision of the Purchasing Manager may be appealed to the City Manager by filing a written appeal with the City Manager within seven (7) days of the Purchasing Manager's decision. Any decision of the City Manager may be appealed to the City Council by filing a written appeal with the City Clerk within seven (7) days of the City Manager's decision. The same procedures above for bid protests shall apply to the contest of a contract award.

PUBLIC RECORDS: Upon award recommendation or thirty (30) days after receiving, RFP submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

PROHIBITION AGAINST CONTINGENT FEES: The Proposer warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Proposer, to solicit or secure the Contract and that the Proposer has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, award or making of the Contract. For the breach or violation of this provision, the City shall have the right to terminate the Contract at its sole discretion, without liability, and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ACCEPTANCE / REJECTION: The City reserves the right to accept or reject any or all RFP submittals and to make the award to those Proposers, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject the RFP submittal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing. The City reserves the right to waive any irregularities, informalities, and technicalities and may at its discretion, request a re-procurement.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, only the terms and conditions in this document shall apply: No additional terms and conditions included with the RFP submittal shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this RFP if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these RFP documents are the only conditions applicable to this RFP submittal and the Proposer's authorized signature on the Proposal Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

PURCHASING CODE: The Purchasing & Contracts Management Division Procedures apply in its entirety with respect to this Request for Proposal.

AFFIRMATION: By submission of an RFP submittal, Proposer affirms that his/her RFP submittal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this Request for Proposal and the resulting Contract.

MISTAKES IN PROPOSAL: Proposers are expected to examine the terms and conditions, specifications, delivery schedule, prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk. Written amounts shall take precedence over numerical amounts. RFP submittals having erasures or corrections must be initialed in ink by the Proposer.

DISPROPOSAL OF PROPOSER: More than one RFP submittal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one RFP submittal will be cause for rejection of all RFP submittals in which such Proposers are believed to be involved. Any or all RFP submittals will be rejected if there is reason to believe that collusion exists between Proposers. RFP submittals in which the prices obviously are unbalanced will be subject to rejection.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this RFP prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing & Contracts Management Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the Contract or purchase order at no further expense to the City.

PATENTS AND COPYRIGHTS: The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such a claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the RFP submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: All Proposers submitting a response to this Request for Proposal agree that such response also constitutes an RFP submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this RFP submittal, should the Proposer feel it is in their best interest to do so.

Each governmental agency desiring to accept these RFP submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this RFP.

The Contract in no way restricts or interferes with the right of any governmental agency to Re-Request for Proposal any or all items.

ADVERTISING: In submitting an RFP submittal, Proposer agrees not to use the results there from as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

Section 4 – Instructions for the Preparation of Proposals

The Proposer(s) warrants its response to this Request for Proposals (RFP) to be fully disclosed and correct. The Proposer must submit a Proposal complying with this RFP, and the information, documents and material submitted in the Proposal must be complete and accurate in all material aspects. All Proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. **Failure to provide requested information may result in disqualification of response.**

The Proposal shall cover in as much detail as possible the requirements of the solicitation, subject to modification and enhancements as a result of addenda issued during the RFP process.

The Proposal must be submitted on 8 1/2" x 11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately. The total number of pages **MUST NOT** exceed 75 numbered pages (**does not include the required submittals or addenda**).

The Proposal must be divided into eight (8) sections with references to parts of this RFP done on a section number/paragraph number basis. The eight (8) sections shall be named:

- 1. Required Submittals**
- 2. Financial**
- 3. Customer Service**
- 4. References**
- 5. Recycling Rewards Program**
- 6. Doorstep Hazardous Waste Program**
- 7. Price Proposal**
- 8. Alternate Pricing**

1. REQUIRED SUBMITTALS:

Letter of Transmittal: The Proposal letter shall be addressed to the City's Purchasing Manager, Brian Rothwell, and shall include at a minimum the following:

- Name of Individual, Partnership, Company, or Corporation submitting Proposal;
- City's RFP number;
- Statement that all terms and conditions of the RFP are understood and acknowledged by the undersigned;
- Signature(s) of representative(s) legally authorized to bind the Proposer.

Addenda: The acknowledgment page of all addenda, signed and dated, if applicable.

Corporate Information: If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida.

Current Workload: Provide a listing of your company’s current and projected workload within the State of Florida, along with a list of your qualifications, and capital assets including equipment, vehicles and facilities necessary to fulfill the Contract.

Project Understanding: The Applicant shall clearly state project objectives and anticipated deliverables. In addition, the Applicant shall indicate why they should be chosen to help the City in this endeavor.

Required Forms: Complete Attachments A – M as indicated below:

Proposer’s Certification (Attachment A): Complete the form included in this package.

Conflict of Interest Statement (Attachment B): Complete the form included in this package.

Compliance with the Public Records Law (Attachment C): Complete the form included in this package.

Drug-Free Workplace (Attachment D): Complete the form included in this package.

American with Disabilities Act Affidavit (Attachment E): Complete the form included in this package.

Vendor Registration Form (Attachment F): Complete the form included in this package.

Summary of Litigation and License Sanctions (Attachment G): Complete the form included in this package.

Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Attachment H): Complete the form included in this package.

Certificate of Corporation (Attachment I): Complete the form included in this package.

Public Entity Crime Form (Attachment J): Complete the form included in this package.

Performance Bond (Attachment K): Complete the form included in this package.

Pricing Worksheet (Attachment L): Complete the form included in this package.

Draft Contract (Attachment M): For informational use only.

2. FINANCIAL INFORMATION:

The following financial information must be submitted:

- Last two (2) years audited financial statements
- Statement of Financial Stability
- Corporate Disclosure Statement

3. CUSTOMER SERVICE:

- A. The Proposer shall provide and explain in detail current philosophy toward addressing customer service issues and complaints. Elaborate on how this philosophy has been successful and where challenges have occurred, and how those challenges were addressed.

- B. The Proposer shall explain the Scope of Services as understood by the Proposer, detail the approach and activities to be undertaken in providing a customer service complaint software program accessible by residents through a web based internet system linked to the City and the Contractor. This program shall be web-based, real-time and should provide for the ability of both the City and the waste hauler to view, print, edit, open and close all requests and complaints. Monthly reporting will also be required.

4. REFERENCES:

List all public entities in the state of Florida for which your company provided similar services within the last two calendar years. List the names of the company as well as the address, telephone numbers, dates of contracts, contact name, e-mail addresses and fax numbers.

5. RECYCLING REWARDS PROGRAM:

The Proposer shall explain the Scope of Services as understood by the Proposer, detail the approach and activities to be undertaken to implement the program including technical details and timelines for implementation.

- A. Technical Plan. This shall include an explanation of the procedures necessary to implement the program.
- B. Customer Service/Marketing Service Plan. This shall include a plan outlining the approach to residents in an effort to increase recycling participation throughout the City, and to market to local businesses encouraging them to participate in the program.

6. DOORSTEP HAZARDOUS WASTE PROGRAM:

The Proposer shall explain the Scope of Services as understood by the Proposer, detail the approach and activities to be undertaken to implement the program including technical details and timelines for implementation.

- A. Technical Plan. This shall include an explanation of the procedures necessary to implement the program.
- B. Customer Service/Marketing Service Plan. This shall include a plan outlining the approach to residents in an effort to increase recycling participation throughout the City, and to market to local businesses encouraging them to participate in the program.

- 7. BASE PRICE PROPOSAL:** Base prices shall consist of the current service being provided to the City of two manual curbside solid waste pick-ups per week by a 2-man crew utilizing rear load equipment; one curbside single-stream recycling pick-up per week; and one curbside yard waste pick-up per week (2-1-1). Base Price shall include bulk and white goods pick-ups and also include Compressed Natural Gas (CNG) collection vehicles and a CNG fueling facility. Base prices shall also include pricing for the recycling rewards program as outlined in the scope of services. Pricing for recycling shall be based upon either a manual service utilizing 18gallon recycle bins, or an automated service utilizing carts/toters, however, no cart or toter utilized shall exceed 35 gallons. Complete Attachment L, Pricing Worksheet, to determine total base price for the Price Proposal.

8. ALTERNATE PRICE PROPOSAL:

Alternate pricing options may or may not be included in the final Contract. All prices shall be expressed in a monthly charge per residential household format unless otherwise specified. The following alternate pricing options shall apply:

- A. Base Pricing for 7-year Contract
- B. Base Pricing for 10-year Contract
- C. Doorstep Hazardous Waste Program (monthly charge per household)
- D. Doorstep Hazardous Waste Program (billed to the resident per pick-up)
- E. Video/cameras inside of all collection vehicles
- F. Solid Waste Pickup once per week (including all other parameters as described in the base price)
- G. Automated Recycling utilizing carts/toters with lids (not to exceed 35 gallons - maximum 2 carts/toters per household)

NO OTHER ALTERNATIVE PRICING OPTIONS WILL BE CONSIDERED

Section 5 – Evaluation of Proposals and Award

EVALUATION METHOD

The City Manager will appoint an Evaluation Committee to evaluate proposals. Each Evaluation Committee member will evaluate the proposals based on the factors below. Each member will assign an item score ranging from zero (0) points to the maximum points allowed for each rating factor. The item scores will then be calculated to determine the total score. Each member will rank the Proposer based upon the member's score for each Proposer. Each member's top-ranked company will be assigned one (1) point, second ranked firm two (2) points and so on. The City Purchasing & Contracts Management Division will compile the rankings from each Evaluation Committee member and will drop the high and low ranking for each Proposer at which time the remaining ranking points will be totaled and a Final Ranking calculated. After accumulating the member's scores, the company with the lowest ranked score shall be first, the next lowest ranked score shall be second, and so on. The City Manager will make a recommendation to the City Council. The City Council's decision will be final.

The City reserves the right to contact references provided by the Proposer or visit operations listed in the RFP. Information supplied by client references or obtained upon site visits may be used in determining the relative merits of the Proposer under any and all of the Evaluation Criteria.

Criterion #1: Ability to Fulfill the Contract: (50 Points)

This evaluation criteria will be based on several factors including realistic proposed pricing to support required service levels over the duration of the Contract, financial information, past history and performance in similar sized cities within the State of Florida, references, company qualifications and capital assets including equipment, vehicles and facilities.

Local Experience (0-5 points)

The scoring for this category will range from 0 to 5 points. **5 points max.**

Unacceptable	0 Points
Marginal	1.25 Points
Acceptable	2.50 Points
Exceeds Acceptable	3.75 Points
Outstanding	5.00 Points

Financials (asset to debt ratio) (0-5 Points)

The scoring for this category will range from 0 to 5 points. **5 points max.**

Unacceptable	0 Points
Marginal	1.25 Points
Acceptable	2.50 Points
Exceeds Acceptable	3.75 Points
Outstanding	5.00 Points

Technology (Online Complaint Program (0-10 Points)

The scoring for this category will range from 0 to 10 points. **10 points max.**

Unacceptable	0 Points
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Marginal	2.50 Points
Acceptable	5.00 Points
Exceeds Acceptable	7.50 Points
Outstanding	10.00 Points

Past History and Performance (0-20 Points)

The scoring for this category will range from 0 to 20 points. **20 points max.**

Unacceptable	0 Points
Marginal	5.00 Points
Acceptable	10.00 Points
Exceeds Acceptable	15.00 Points
Outstanding	20.00 Points

References (0-5 Points)

The scoring for this category will range from 0 to 5 points. **5 points max.**

Unacceptable	0 Points
Marginal	1.25 Points
Acceptable	2.50 Points
Exceeds Acceptable	3.75 Points
Outstanding	5.00 Points

Capital Assets (0-5 Points) (Finance Director shall review this criteria)

The scoring for this category will range from 0 to 5 points. **5 points max.**

Unacceptable	0 Points
Marginal	1.25 Points
Acceptable	2.50 Points
Exceeds Acceptable	3.75 Points
Outstanding	5.00 Points

Criterion #2: Base Pricing (Calculated by Purchasing & Contracts Management Division):

The base price proposal shall account for **30 maximum points**. The base price proposal shall be evaluated using a graduated scale assigning 30 points to the lowest base price proposal and diminishing point values assigned to all other base price proposals based on a percentage differential from the lowest base price proposal according to the following table.

Description	Maximum Points
Lowest Base Price Proposal	30
0.1% to 5% Above the Lowest Base Price Proposal	26
5.1% to 10% Above the Lowest Base Price Proposal	22
10.1% to 20% Above the Lowest Base Price Proposal	18
20.1% to 35% Above the Lowest Base Price Proposal	14
35.1% to 50% Above the Lowest Base Price Proposal	10
50.1% to 75% Above the Lowest Base Price Proposal	6

75.1% and Above the Lowest Base Price Proposal	0
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Criterion #3: Customer Service:

This evaluation criteria will be based upon the haulers approach to customer service resolution, as well as feedback from current and former clients.

The scoring for this criterion in this category will range from 0 to 20 point. **20 points max.**

Unacceptable	0 Points
Marginal	5 Points
Acceptable	10 Points
Exceeds Acceptable	15 Points
Outstanding	20 Points

Consistent with the City of Palm Coast Ordinance 2007-17, the City shall give a preference to local businesses in awarding contracts. A business located within the City limits shall receive the bid preference as set forth in the Ordinance, however, if no bidder is located within the City limits, the bid preference may be given to a business located within Flagler County. In evaluating requests for bids or proposals, local businesses shall be assigned 5% of the total points available (100 x .05 = 5 points).

NEGOTIATION AND FEE SCHEDULE:

The City may award a contract on the basis of initial offers received, without discussion. The City reserves the right to enter into negotiations, including price, with the top-ranked Proposer, and if the City and the top-ranked Proposer cannot negotiate a mutually acceptable Contract, the City may terminate the negotiations and begin negotiations with the second-ranked Proposer. This process may continue until a Contract has been executed or all Proposals have been rejected. No Proposer shall have any rights in the subject project against the City arising from such negotiations.

The attached Draft Contract, Attachment M, is representative of the Contract the successful Respondent shall be required to execute. To meet the needs of the City, the Contract may be revised during the negotiations with the selected Proposer.

**Section 6 -
Price Proposal**

PROJECT NO. **RFP-ADM-16-01**

PROJECT NAME: **Collection and Disposal of Residential Solid Waste, Yard Trash, and Bulk Waste**

Name of Proposer: _____

Mailing Address: _____

Street Address: _____

City/State/Zip: _____

Phone Number: (_____) _____

FAX Number: (_____) _____

Pursuant to and in compliance with the Request for Proposal, Instructions and Information for Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Scope of Services and the cost of the Scope of Services at the places where the Services are to be performed, hereby proposes and agrees to perform the Services and complete in a workmanlike manner, all of the Services required in connection with the required Scope of Services, all in strict conformity Contract Documents, including Addenda Nos. _____ through _____ **(which must be turned in with the RFP)**, on file at the Purchasing & Contract Management Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the Proposal is accepted, that he/she shall execute an agreement with the City in the form set forth in the Contract Documents; that he/she shall furnish insurance certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this _____ day of _____, 20____.

(Name of PROPOSER)

(Signature of person signing FORM)

(Printed name of person signing FORM)

(Title of person signing FORM)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

PRICE PROPOSAL Continued

City of Palm Coast
Collection and Disposal of Residential Solid Waste, Yard Waste and Bulk Waste
RFP-ADM-16-01
Pricing Sheet

BASE PRICE

The base price shall consist of the Solid Waste Pick-up and Disposal Program, Yard Waste Pick-up and Disposal Program, Recycling Collection (18 gallon bins) and Rewards Program, Bulk Trash and White Goods Pick-up and disposal program and Compressed Natural Gas Program.

Program as outlined herein under Section 2, Scope of Services, in the Request for Proposal.
Pricing shall be reflected as per household, per month, on a five-year Contract with no renewal option.

\$ _____ (monthly charge per residential household)

Please note that these figures will need to be broken down as indicated on the pricing worksheet (Attachment L).

ALTERNATIVE PRICING OPTIONS

The following additional pricing options may or may not be included in the final Contract.
All prices shall be expressed as a monthly charge (increase or decrease) per residential household (unless otherwise specified).

ALTERNATIVE TERMS

\$ _____ 7-Year Contract Pricing

\$ _____ 10-Year Contract Pricing

DOORSTEP HAZARDOUS WASTE PROGRAM

\$ _____ Doorstep Hazardous Waste Program (monthly charge per household)

\$ _____ Doorstep Hazardous Waste Program (billed to the resident per pick-up)

SERVICE ENHANCEMENTS

\$ _____ Video/Cameras in Collection Vehicles

\$ _____ Automated Recycling pick-up with 35 gallon toters (toters provided by hauler - maximum of two per household).

REDUCED SOLID WASTE SERVICE

\$ _____ Solid Waste Pick-Up once per week including all parameters as described in the base price above.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

**Attachment A
Proposer's Certification**

I have carefully examined the Contract Documents.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices, rates or discounts quoted in my Proposal. I agree that my Proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the Proposal.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted by the Flagler County Sheriff's Department prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the Contract.

I further certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Palm Coast Government or of any other Proposer interested in said Proposals; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By:

Signature

Name & Title, Typed or Printed

Mailing Address

City, State, Zip Code

() _____
Telephone Number

Sworn to and subscribed before me

This _____ day of

20

Signature of Notary

Notary Public, State of _____

Personally Known

-OR-

Produced Identification _____

Type: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**Attachment B
Conflict of Interest Statement**

STATE OF FLORIDA)

) ss

City OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____.

2. The above named entity is submitting a Request for Proposal for the City of Palm Coast project described as **RFP-ADM-16-01 - Collection and Disposal of Residential Solid Waste, Yard Trash, and Bulk Waste**

3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Proposals for the same project.

5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Contract for this project.

6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Palm Coast.

9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Palm Coast.

Continued on next page.

**Attachment B
Conflict of Interest Statement (Continued)**

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Palm Coast in writing.

DATED this _____ day of _____, 20_____.

Signature of Affiant

Typed/Printed Name of Affiant

Title

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____ or produced identification _____ (type of identification).

Notary Public - State of _____

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

Attachment C
Compliance with the Public Records Law

Upon award recommendation or thirty (30) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Proposal authorizes release of your firm's credit data to City of Palm Coast.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their Proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

Project Number: **RFP-ADM- 16-01 - Collection and Disposal of Residential Solid Waste, Yard Trash, and Bulk Waste**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

Attachment D
Drug-Free Work Place Form

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that _____ does:

(Name of Business)

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 proposed 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 Qualification, the employee shall propose 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.

Signature

Print Name & Title

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

**Attachment E
Americans with Disabilities Act Affidavit**

The undersigned Contractor swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City.

The Contractor shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the Contractor or any other party or parties to the Contract for failure to comply with the ADA. The Contractor agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the Contractor's acts or omissions in connection with the ADA.

Contractor: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Affix Corporate Seal

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ of _____ (_____ firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Print name
Notary Public in and for the County
and State Aforementioned

My commission expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

Attachment F City of Palm Coast Vendor Registration Form

*If already on file, please state so.

Reason for submitting Vendor Registration Form (select one): New Vendor for the City Add to the City's bidder list to receive solicitation notices Address Change Company Name Change FEIN# Change

Brief description of goods or services you are providing:

City Department Contact

Company

Address

Address

City

State:

Zip Code:

Contact

Phone #

Fax #:

E-mail

Internet:

FEID/SSN:

Check Appropriate Box:

Individual Sole/
Proprietor

Corporation

Partnership

Other

Primary Commodity Code

92966

Secondary Commodity Codes

INSTRUCTIONS

Print or type Company name and mailing address to which bids may be sent. List contact person and telephone number(s) and who can give information including price quotes. List mail address for queries and internet, URL, if available. List the Company's (FEIN) Federal Identification Number (the number the Company reports its taxes under) or the owner's Social Security Number if the Company is a sole Proprietorship or Partnership. This is **required** for Internal Revenue Service reports.

COMMODITY CODE

Refer to Commodity Code list to determine which commodity code most closely identifies the product or service your company provide and list in Primary Commodity Code block. If there are other products or services that your company provides, list up to five (5) additional codes. The Commodity Code list contains the majority of all commodities or services that the City solicits bids or proposals for on a regular basis. If the product or service you provide is not listed here, the City probably does not solicit bids for it on a regular basis. However, if your commodity or service is not listed, submit a separate list clearly identifying your commodity or services, and the City **may** include it in the future.

Do not list commodities or services that you cannot provide a responsive bid for if solicited. Failure to respond to Invitations (submission of a bid or proposal or a NO-BID statement) indicates a lack of interest and after three times may lead to removal from the bidders list. It is important that you promptly notify us if there is a change of address. Many commodities and services are only solicited occasionally or at lengthy intervals, three (3) to eight (8) years. Since bids are only solicited when there is a requirement, inclusion in the City of Palm Coast bidders list does not guarantee that the bidder will receive a bid for their products or services. Please also visit our website at www.palmcoastgov.com and/or call fax a request to 386-986-3724.

STATE OF FLORIDA BUSINESS REGISTRATION

All vendors doing business with the City should be registered with the State of Florida. If the company is an out of state company, it should have a foreign registration with the State of Florida to do business in Florida. Companies can register online at www.sunbiz.org for a nominal fee.

Continued on next page.

IRS CERTIFICATION

Under Penalties of perjury, I certify that:

1. The number shown of this form is my correct taxpayer identification number(or I am waiting for one to be issued to me, and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide you correct TIN.

Sign Here	Signature of U.S. Person ►	Date ►
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THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

COMMODITY CODES

8721	Accounting & Auditing Services	99837	Electrical Supplies
91501	Advertising Agencies	91438	Electrical Contractors
91807	Advertising Specialties & Novelties	91840	Employee Benefit Program Providers
99803	Aircraft Engines & Parts	96130	Employment Agencies
03520	Airlines & Air Carriers, nec	93831	Engineering Services, Licenses, Professional, nec
57005	Aluminum Sign Blanks & Accessories	96631	Envelope Converters
90607	Architectural Services, Licenses, Professional	92535	Environmental Engineering & Studies Services
96207	Art & Graphic Design Services	97535	Equipment Rental Services
91813	Asbestos Removal Contractors – Certified	98814	Erosion Control Materials
75510	Asphalt Paving Products	91244	Excavation Contractors, includes Tractor & Site Work
96209	Auctioneering Services – Florida Registered	95838	Farm & Garden Equipment & Supplies
88011	Audio-Visual Equipment, Supplies & Service	77015	Fasteners: Bolts, Nuts, Rivets, Washers, etc.
95714	Automobiles & Light Trucks	98815	Fencing Suppliers, & Installers
07006	Auto, Truck, & Motorcycle Rental & Leasing	99840	Fertilizers & Other Agricultural Chemicals
92917	Automotive Shop Equipment	91849	Financial Consultants
97515	Automotive Shop Equipment	94648	Financial Services, Third Party Lease/Purchase
94625	Banks & Depository Institutions	93633	Fire Trucks & Apparatus
99817	Boats, Marine & Diving Equipment & Supplies	93632	Fire Protection Equipment & Supplies
97521	Boats, Used & Salvage	36020	Floor Coverings, all types
71510	Books, Periodicals, & Newspapers	99844	Food & Grocery Products
21015	Brick & Structural Clay Products	96136	Food Service Equipment & Supplies
90922	Building Construction > \$200,000 – Bonding Required	91852	Food Service Providers
90923	Building Construction < \$200,000 – Bonding Materials	57838	Forestry Services & Supplies, includes Land Mgmt.
90900	Building Construction Services		
97108	Building Materials: Brick, Stone, & Related Materials	40509	Fuel Supplier: Gasoline, Diesel, Aviation
91819	Building Materials: Lumber, Plywood, etc.	55736	Fueling Systems, Pumps, Tanks, Equipment & Service
15513	Building Maintenance Services, nec	99846	Furniture: Office
91821	Business Consulting	28539	Generators & Motors (not automotive)
91427	Carpentry Services	91447	Glass & Glazing Services
91009	Carpet & Upholstery Cleaning Services	68052	guns, Ammunition & Related Supplies
481302	Cellular Service Providers, not equipment	99850	Hardware, all types
33533	Chemicals, nec	92645	hazardous Wastes Services
50525	Chlorine, & Related Chemicals	99852	Heating, Ventilation, & Air Conditioning Contractor
99826	Clothing and Apparel, nec	99852	Heating & Air Conditioning Contractor
80540	Coastal Engineering Services	90646	Highway & Street Construction
93442	Commercial Laundry Equipment & Supplies	91551	Information Systems Consultants (no equipment sales)
05264	Commercial Photography Services	95861	Insurance Carriers, Brokers, Agents, Services, all types
70070	Commercial Printing, all types	96248	Interior Design Services
96207	Commercial Art & Graphic Design	47520	Janitorial Chemicals & Supplies
20827	Communications Services, nec	91039	Janitorial Services
91522	Communications Consultants (Radio, Telephone, etc.)	93846	Laboratory Apparatus & Furniture
55919	Communications Equipment & Accessories (not telephone)	98852	Landscape Services, includes Mowing
74017	Compressors, Equipment & Services, (except HVAC)	90656	Landscape Architects
95823	Computer Facilities Management	93442	Laundry Services & Dry Cleaning
91828	Computer Maintenance & Repair, Mainframe	99859	Laundry Equipment & Suppliers, all types
99829	Computer Maintenance & Repair, Micro	96149	Legal Counsel
91830	Computers, Peripherals, & Software, Mainframe	99860	Library Equipment & Supplies
91829	Computers, Peripherals, & Software, Micro	42056	Library Furniture
91430	Concrete Masonry Work, including Sidewalks	42048	Library Shelving
91455	Concrete, Portlands & Masonry	3274	Lime
92930	Concrete, Ready-mix, Block & Brick	91048	Locksmiths & related Products & Services
75030	Concrete Precast Products	95856	Managed Health Care Providers
65834	Concrete Pipe	91875	Management Consulting Services, nec
97524	Construction Equipment	5052	Marine & Underwear Construction
95220	Correctional Institution Equipment & Supplies	42068	Mattresses, Pillows, & Bed Linens
96224	Courier Services, all types	45059	Measuring & Controlling Devices, nec
96124	Court Reporting Services	92567	Mechanical Engineering Services, nec
6371	Deferred Compensation Providers	92939	Medical & Emergency Equipment & Supplies
94828	Dentist Offices	99857	Medical Laboratories
99052	Detective & Investigative Services	95262	Mental Health Service Providers

91558	Direct Mail Services	90921	Metal Building, all types
5714	Draperies, Blinds, Window Coverings, & Upholstery	3441	Metal-Fabricated, all types
5912	Drug Stores & Pharmacies	3399	Metals-Primary Suppliers (iron, steel, alum., etc)
9611	Economic Consultant	92966	Refuse Collection Svcs., includes recycling collection
96155	Mined or Quarried Materials, all types	14560	Roofing Contractors
99999	Mold Remediation & Drying	77072	Roofing, Siding & Insulation Materials
327208	Monuments & Grave Markers	75077	Sand, Gravel, Rock related products
94664	Mortgage bankers	99889	School Equipment & Supplies
07012	Motorcycles & Parts & Supplies	72554	Security Systems & Services
5112	Office Supplies (not equipment or furniture)	57054	Sheet Metal Work, all types
93959	Office Equipment (not computers or furniture)	90086	Shoes, all types
99874	Oil, Grease & Related Petroleum Products	80150	Signs, all types
64043	Packaging Materials, nec	79050	Sod, Hay, Seeds, Shrubs & Trees, etc.
91461	Painting Contractors (not auto)	99891	Sporting, Athletic, Playground & Recreation Goods
96755	Paints, Varnishes, & Supplies (all types)	65062	Sports Lighting Equipment & Fixtures
70069	Paper Mills & Distributors	99080	Surveying Services
4119	Paratransit Services	91576	Telephone Service Providers, Local & Long Distance
94050	Passenger Transportation Services, all types	72555	Telephone Equipment, Accessories, includes cellular
91885	Personnel & Human Resource Consultants	90783	Testing Services, Engineering (not medical)
91059	Pest Control Services	99882	Tires & Tubes, Sales & Service
99876	Photo Equipment, Film & Supplies	99893	Tires, Sale of Surplus
65804	Pipe: Metal, all types	95387	Title Abstract Services
65858	Pipe: Polyethylene & PVC	95954	Towing Services, Car & Truck
92672	Planning & Zoning Consultants (land use, impact fees,	55089	Traffic Signals, Supplies & Services
98154	Plumbing Supplies	92593	Traffic Engineering Services
91468	Plumbing Contractors	12090	Trailers, all types
57895	Potable Water Services	95290	Training & Development Consultants
99881	Printing Trades Equipment & Supplies	99820	Transit Vehicles: Bus, Coach, Paratransit
8743	Public Relations Services	96178	Travel Agencies
91573	Public Safety Equipment & Supplies	96239	Trucking & Hauling Services (materials, not people)
72056	Pumps & Pumping Equipment	07048	Trucks: Bucket
95883	Real Estate Agencies	07048	Trucks: Catch Basin & Vacuum
91889	Real Estate Appraiser Services	07051	Trucks: Medium & Heavy Duty
57096	Recycled Metal Products	20085	Uniforms, all types
0120	Recycled Paper Products	98587	Voting Machines, Equipment & Maintenance
64066	Recycled Plastic Products	98184	Water, Sewer & Utility Equipment & Supplies
92677	Recycled Products, nec	96896	Water, Sewer, & Utility Construction & Supplies
92677	Recycling Centers & Processors	54596	Water Well Drilling & Supplies
57864	Recycling Equipment & Supplies	96897	Wrecking & Demolition Work
74059	Refrigeration Equipment & Supplies		

Attachment G
Summary of Litigation and License Sanctions

*If not applicable, please state so.

Litigation: Provide a summary of all litigation, claim(s), or contract dispute(s) filed by or against the Proposer in the past five (5) years that are related to the services the Proposer provides in the regular course of business. Litigation summarized shall be limited to those within the State of Florida. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

License Sanctions: List any regulatory or license agency sanctions within the past five (5) years.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

Attachment H
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733)

******* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *******

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

Organization Name

**RFP-ADM-16-01 - Collection and Disposal of
Residential Solid Waste, Yard Trash, and Bulk Waste**

Names and Titles of Authorized Representative(s)

Signature(s)

Date

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL. INSTRUCTIONS
FOR DEBARMENT CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The Certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, ineligible, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, “voluntarily exclude”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith and certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

Attachment I
Certificate of Corporation

Dates Not Required Until Award of Contract.

Please include a copy of your Certificate of Corporation from the State of Florida with this attachment.

STATE OF FLORIDA

COUNTY OF _____

FEI NUMBER _____

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____, was held on _____, 20____. The following resolution was duly passed and adopted:

“RESOLVED, that _____ as President of the corporation is hereby authorized to execute the Contract dated _____, 20____, between The City of Palm Coast, a municipal corporation and this corporation, and that execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the corporation

This _____ day of _____, 20____ .

Corporate Secretary (printed)

THIS FORM MUST BE COMPLETED AND RETURNED UPON EXECUTION OF APPROVED CONTRACT

**Attachment J
Public Entity Crime Form**

Any person or affiliate who has been placed on the convicted vendor list following a conviction to a public entity may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

_____ Authorized Agent or Official for
_____ by signing below hereby certifies that neither he/she nor the firm
of _____ is or has been placed on the convicted vendor list, now or
within the period of thirty six (36) months.

Signed By: _____
President/Authorized Agent or Official

Witnessed By: _____

State Of: _____

County Of: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
_____, President, Authorized Agent or Official of _____,
a Florida Company, who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

Commission No. _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL



Bond Number _____

This document may change after discussion. Attachment K

PERFORMANCE BOND
(\$3,000,000.00)

City of Palm Coast Contract No. RFP-ADM-16-01 - Collection and Disposal of Residential Solid Waste, Yard and Bulk Waste and Recycling

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

Contractor's Telephone Number: _____

a _____, hereinafter
(Corporation, Partnership or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

Surety's Telephone Number: _____

hereinafter called Surety, are held and firmly bound unto THE CITY OF PALM COAST, 160 Lake Avenue, Palm Coast, FL 32164, hereinafter called City, in the sum of THREE MILLION DOLLARS, (\$3,000,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

City of Palm Coast Telephone Number: (386) 986-3730

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the City, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the RFP-ADM-16-01 Collection and Disposal of Residential Solid Waste, Yard and Bulk Waste and Recycling.

General description of the Work: The Contractor is responsible for all labor, materials, equipment, coordination, and incidentals necessary to Provide collection and Disposal of Residential Solid Waste, Yard and Bulk Waste and Recycling for the City of Palm Coast.

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes and the Contract referenced above, as the same may be amended.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and contracts of said Contract including, but not limited to the insurance provisions, guaranty period and the warranty provisions, in the time and manner prescribed in the Contract, and

2. Pays City all liquidated damages, losses, damages, delay damages, expenses, costs and attorneys' fees, including costs and attorney's fees on appeal that City sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the City from all costs and damages which it may suffer by reason or failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above referenced Contract and the Contract Documents of which the Contract is a part.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract Documents of which the Contract is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to the City for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees and costs on appeal) resulting from any failure to perform.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the City harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder. This subsection shall survive the termination or cancellation of this Performance Bond.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Contract under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered performance under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents, and (ii) Surety's offers to City to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principal's Work and be the completing Surety even if performance of the Principal's Work exceeds the Principal's Contract Price or (ii) re-bid and re-let the Principal's Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by City.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon City's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by City and Principal without the Surety's knowledge or consent (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding. The filing of bankruptcy by the Principal shall be an automatic default under the Contract.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the

Sum of this Bond shall increase or decrease in accordance with Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Contract Documents.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20____.

ATTEST:

By _____
(Principal) Secretary

Principal (Contractor)

By _____

Name _____
(Type)
(Corporate Seal)

Name _____
(Type)

Title _____

Address _____

Witness to Principal

City/State/Zip _____

Name _____
(Type)

Witness to Principal
Name _____
(Type)

ATTEST:

By _____
(Surety) Secretary

Surety

Name _____
(Type)

Phone No. _____

Fax No. _____

(Corporate Seal)

Witness as to Surety

By _____
Attorney-in-fact

Name _____
(Type)

Name _____
(Type)

Witness as to Surety

Name _____
(Type)

Address _____

City/State/Zip _____

Phone No. _____
Fax No. _____

NOTE: Date of the Bond must not be prior to date of Contract. If Contractor is a joint venture, all venturers shall execute the Bond. If Contractor is Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by City.

All Bonds shall be originals and issued or countersigned by a local producing agent who is a resident of the State of Florida. Attorneys-in-fact who sign Bid bonds or performance/payment bonds must file with such bond a certified copy of their power of attorney to sign such bond. **Agents of Surety companies must list their name, address and telephone number on all Bonds.**

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

ATTACHMENT L

BASE FEE PRICING WORKSHEET

Rates to be expressed as per residential household per month.

RESIDENTIAL CURBSIDE COLLECTION OF REFUSE (2X per week):

Collection Fee: _____ Monthly
Disposal Fee: _____ Monthly
Fuel component: _____ Monthly
Sub Total: _____ **Monthly**

RESIDENTIAL CURBSIDE COLLECTION OF YARD WASTE (1X per week):

Collection Fee: _____ Monthly
Disposal Fee: _____ Monthly
Fuel Component: _____ Monthly
Sub Total: _____ **Monthly**

RESIDENTIAL CURBSIDE COLLECTION OF RECYCLING (1X per week):

Collection Fee: _____ Monthly
Fuel Component: _____ Monthly
Recycle Rewards: _____ Monthly
Sub Total: _____ **Monthly**

TOTAL MONTHLY COST PER RESIDENT: \$_____ **MONTHLY**

Disposal fees (aka “tipping fees”) shall be limited to the actual cost charged the contractor by the waste disposal facility and shall be a pass thru to the customer. Any mark up to the disposal fee shall be strictly prohibited.

Attachment M
Draft Contract

CITY OF PALM COAST
RESIDENTIAL SOLID WASTE COLLECTION
AND DISPOSAL SERVICES
CONTRACT

This Contract made and entered into this the ___ day of _____, 20__ by and between the City of Palm Coast, Florida, herein after referred to as "the CITY", and _____ a Florida corporation, hereinafter referred to as. "the CONTRACTOR", with its principal place of business at _____.

Now therefore, in consideration of the mutual covenants, contracts, and considerations contained herein, the CITY and the CONTRACTOR hereby agree as follows:

SECTION 1 – DEFINITIONS

For the purposes of this Contract, definitions can be found under Section 1 of the original Request for Proposal and any subsequent addenda attached to this Contract as Exhibit A.

SECTION 2- SCOPE OF CONTRACTOR'S WORK

For the purposes of this Contract, the Scope of Services can be found under Section 2 in the original Request for Proposal and any subsequent addenda attached to this Contract as Exhibit A.

SECTION 3- STORAGE AND OFFICE FACILITIES

For the purposes of this Contract, information for Storage and Office Facilities can be found under Section 2 in the original Request for Proposal and any subsequent addenda attached to this Contract as Exhibit A.

SECTION 4- SCHEDULES AND ROUTES

1. General

The CONTRACTOR shall provide service in compliance with the routes and schedules provided with its proposal documents which are hereby incorporated herein by this reference thereto.

The Contract Manager may add additional streets and/or change the hours upon reasonable prior notice to the CONTRACTOR and the CONTRACTOR shall adhere to such additions and/or changes.

2. Rescheduling of Services

On those days when the disposal site generally used by the CONTRACTOR is closed for any reason the CONTRACTOR shall reschedule the collection of that day's routes within that week. The CONTRACTOR may request service be skipped only on Thanksgiving Day, Christmas Day and New Year's Day. The CONTRACTOR shall notify customers of any rescheduling at least two (2) weeks in advance with a minimum of two (2) notices published in the local newspaper.

3. Miscellaneous

The CONTRACTOR shall, before the end of the next business day, repair any and all damage to any property within any public right-of-way altered or damaged by it, its agents and employees in the performance of its duties under this Contract, to at least as good as condition as it was in before altered or damaged. If not feasible to accomplish the end of the next business day, such repairs shall be made within a reasonable time as established by the Contract Manager. Failure to do so within the time period prescribed above shall entitle and authorize the CITY to make such repairs and deduct the reasonable cost thereof, plus ten percent (10%) thereof for administrative expenses, from the next payment due to the CONTRACTOR.

SECTION 5- TERM OF CONTRACT

The term of this Contract shall be for a period of _____ years commencing on _____ 2017, and terminating on _____ 201_, unless terminated prior thereto. Failure to commence work as required will result in forfeiture of the performance bond.

SECTION 6- CONTRACTOR'S RELATION TO THE CITY

1. Contractor as Independent Contractor

It is hereby understood and agreed to by the parties that the CONTRACTOR shall be deemed to be an independent contractor and neither the CONTRACTOR nor any of its officers, agents, or employees shall attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded to classified or unclassified employees of the CITY. Nothing contained in this Paragraph shall be deemed to affect any vested rights of CITY employees hired by the CONTRACTOR. The CONTRACTOR shall not be deemed to be an employee, agent or representative of the CITY.

2. Assignment, Changes in Ownership and Subletting of Contract

- (a) Neither this Contract, nor any portion thereof, shall be assigned except with the prior written consent of the City Council, which may be withheld for any reason. No such consent will be construed as making the CITY a party of or to such transfer or assignment, or subjecting the CITY to liability of any kind to any subcontractor. Assignment, Changes of Ownership or Subletting of Contract shall be a direct or indirect, by gift, assignment, voluntary sale, merger, consolidation or otherwise, of twenty five percent (25%) or more at one time of the ownership or controlling interest of CONTRACTOR, or fifty percent (50%) cumulatively over the term of the Contract of such interest to a corporation, partnership, limited partnership, trust, or association, or person or group of persons acting in concert or a change in control. Transfer shall not include any transfer or assignment to a person controlling, controlled by, or under the same common control as the CONTRACTOR at the effective date of this Contract. Moreover, transfer shall not mean a public offering issuance which either changes the CONTRACTOR status from a privately held corporation to that of a publicly held corporation or which is intended to provide additional capitalization for the CONTRACTOR, provided the public offering does not result in a change in CONTRACTOR's management personnel. If an assignment or transfer of this Contract is granted by the CITY, the CONTRACTOR will pay the CITY an assignment/transfer fee in the amount of fifty thousand dollars (\$50,000.00) for the first assignment/transfer and one hundred thousand dollars (\$100,000.00) each for all subsequent assignments/ transfers upon such consent for said assignment or transfer.
- (b) The foregoing notwithstanding, in the event of any strike, lockout, labor trouble or dispute involving the CONTRACTOR under this Contract shall continue, the CITY agrees to fully cooperate with the CONTRACTOR in any temporary assignment or subcontract as may be necessary to continue to provide the services required by this Contract. Under this provision there will be no transfer fee as stated in sub-paragraph (a) above, but in no event will the transfer under this provision exceed ninety (90) days.
- (c) No assignment or subcontract shall, under any circumstances, relieve the CONTRACTOR of the liabilities and obligations under this Contract, and despite any such assignment, the CITY shall deal through the CONTRACTOR. Subcontractors shall be dealt with as employees and representatives of the CONTRACTOR and, as such will be subject to the same requirements as to character and competence as are other employees of the CONTRACTOR.

3. Disagreements - Refuse to be Collected

It is recognized that disagreements may arise between the CITY and the CONTRACTOR with regard to the collection of certain items due to interpretation of the specific language in this Contract.

In the event a disagreement arises and trash needs to be collected and disposed of, the Contract Manager shall notify the CONTRACTOR of the location of refuse which has not been collected due to disagreement between the CITY and the CONTRACTOR, and it shall be the duty of the CONTRACTOR to remove all such refuse, if notified by the CITY before noon collection must occur before 6:00 P. M. of the same day or if notified after noon collection must occur before noon of the next day. In the event the CONTRACTOR fails to remove the refuse, the CITY shall remove the refuse and deduct all costs incurred from the next scheduled payment to the CONTRACTOR.

4. Taxes and Fees/Penalties

The CONTRACTOR shall pay all Federal, State, and local taxes and fees, to include, but not limited to, sales tax, social security, workers' compensation insurance, unemployment insurance, business tax receipt, tipping fees, disposal fees and other required taxes which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in the performance of this Contract.

The CONTRACTOR shall pay any and all penalties and/or fines resulting from the services performed under this Contract.

5. Cancellation or Annulment of Contract

The CONTRACTOR and the CITY recognize that it is of paramount importance that the Contract be performed and the individual customers receive service. If the CONTRACTOR fails to begin work at the time specified, or fails to perform the work with a sufficient number of workers and sufficient and adequate equipment to insure the proper and substantial performance of said trash collection work, or performs the work unsuitably, or discontinues the performance of the work or any portion thereof, or fails to perform the work for any other cause whatsoever, excepting only acts of nature, does not carry on the work as set forth herein, or if the CONTRACTOR become insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against it unsatisfied for any period of time, and if the CITY through its Contract Manager gives notice of such default, and the CONTRACTOR or its surety fails to cure such default within seven (7) days after receipt of such notice by the CITY then the CITY may thereupon declare the Contract canceled. Upon declaration of cancellation, the CITY may, at no cost to the CITY or compensation to the CONTRACTOR, take over the work and take

possession, without further notice to the CONTRACTOR and without judicial proceedings, of any and all equipment of the CONTRACTOR and operate the same in performance of the work and services described in the Contract for the remaining term of the Contract, or for a period of six (6) months whichever the CITY elects, or the CITY may enter into contracts with others for the performance of the work and services hereby contracted for. Such cancellation of the Contract shall not relieve the CONTRACTOR or its surety of liability for failure to faithfully perform this Contract, and in the event the expense incurred by the CITY in performing or causing to be performed the work and services provided for in the Contract shall exceed the proposal price of the CONTRACTOR, as provided in the Contract, then the CONTRACTOR (and its surety to the extent of its obligation) shall be liable to the CITY for all such excess. The CONTRACTOR'S surety or security will not be released until such time as the term of this Contract, or any extension thereof, would have otherwise expired.

6. Operation During Dispute

In the event the CITY has not canceled the Contract in accordance with Section 6, Paragraph 5 above, and there remains a dispute between the CONTRACTOR and the CITY, the CONTRACTOR agrees to continue to operate and perform under the terms of this Contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunctive or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

SECTION 7- QUALITY OF SERVICE

For the purposes of this Contract, Quality of Service can be found under Section 2 in the original Request for Proposal and any subsequent addenda attached to this Contract as Exhibit A.

SECTION 8- GUARANTEE OF PERFORMANCE

For the purposes of this Contract, Guarantee of Performance can be found under Section 1 in the original Request for Proposal and any subsequent addenda attached to this Contract as Exhibit A.

SECTION 9- EMPLOYMENT AND WORKING CONDITIONS

1. Laws

The CONTRACTOR shall comply with all applicable State and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.

2. Federal Minimum Wage

The CONTRACTOR shall pay all employees not less than the Federal minimum wage and to abide by other requirements as established in the Federal Fair Labor Standards Act as amended and changed from time to time.

3. Employees - In General

The CONTRACTOR shall not hire any persons convicted of crimes against persons or property.

SECTION 10 - DISPOSAL OF REFUSE

The CITY will not be responsible for the disposal fees charged by the disposal facility for the CONTRACTOR to use the disposal facility. The CONTRACTOR is responsible for disposing of all collected trash in accordance with all State and Federal statutes and/or regulations as well as those imposed by the jurisdiction with authority over the disposal facility and agrees to accept all liability for any remedial activities, penalties or fines, which may arise from the unlawful disposal of trash.

The CONTRACTOR shall provide collection service for all public containers located along the public rights-of-way, and shall provide containers and collection service to designated CITY facilities within the corporate limits of the CITY at no cost to the CITY. Additional locations may be included, at the sole discretion of the CITY, in the event that an expansion of and/or annexation to the service area are adopted. The existing locations are set forth on Exhibit B attached hereto and incorporated herein by reference.

SECTION 11- COMPLIANCE WITH LAWS AND REGULATIONS

The CONTRACTOR hereby agrees to abide by all applicable Federal, State, County, and CITY laws and regulations including, but not limited to, Federal, State, County, and CITY laws and regulations relating to hazardous substances. The CONTRACTOR and its surety shall indemnify and save harmless the CITY, all its officers, representatives, agents and employees, both elected and appointed, against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, or other decrees, whether by itself, its employees, or its subcontractors, or which may arise out of or resulting from operations under this Contract. This clause shall apply not only during the term but also as to any claim, liability, or damages, which are based on the CONTRACTOR'S conduct during the term of this Contract and in the event the CITY is charged with the responsibility, jointly or severally for the aforementioned conduct as a successor to the CONTRACTOR.

The CONTRACTOR, by executing this Contract, represents that no person who is or who shares in legal or factual control of the affairs and policies of the business entity as a whole is under indictment or has been convicted within the five (5) years immediately prior to the date of this Contract in a State or Federal court for an offense involving moral

turpitude arising out of the person's relationship with a governmental agency. This provision shall be interpreted in a manner consistent with *Mid-American Waste System of Florida, Inc. v. City of Jacksonville*, 596 so. 2d 1187 (F1a.1S` DCA 1992). Rev. den. 604 So2d 486 (F1a.1992). If this representation is subsequently determined to be false, this Contract shall be subject to immediate termination. The CONTACTOR will sign and keep current with the CITY the form known as "Public Entity Crimes Form".

SECTION 12 - INSURANCE

The CONTRACTOR shall not commence work under this Contract until it has obtained all insurance required under this Contract and such insurance coverage has been approved by the Contract Manager, nor shall the CONTRACTOR allow any subcontractor to commence work on subcontracts until similar insurance of the subcontractor has been obtained and approved.

The CONTRACTOR shall provide and maintain in full force and effect for the duration of this Comprehensive General Liability, Contract Bodily Injury Liability, Property Damage Liability and Automobile Insurance. The minimum limits of liability for this insurance shall be as follows:

• Comprehensive General Liability (including completed operations & contractual liability)	\$1,000,000 Each Person	\$1,000,000 Each Occurrence
• Property Damage Liability	\$1,000,000 Each Occurrence	\$1,000,000 Aggregate
• Automobile Liability	\$1,000,000	\$1,000,000
• Additional Coverage Non-owned, Hire car	\$1,000,00	
• Workers Compensation	Coverage A-Statutory Coverage B-\$1,000,000	
Overall Umbrella Policy or excess liability Coverage		\$5,000.000

Special conditions waiver of subrogation in lieu of additional insured.

If Contract requires work on or about navigable waters, require Longshoremen's and Harbor Worker's coverage.

The policies shall contain an Additional Insured Endorsement to the CONTRACTOR'S Liability insurance policies naming the CITY and its Officers and employees as additional insured. Such insurance shall be issued by a company or companies authorized to transact business in the State of Florida. The automobile liability policy shall include all auto exposure whether owned or non-owned, hired, rented, or leased.

Insurance coverage in the minimum amounts as set forth herein shall not be constructed to relieve the CONTRACTOR for liability in excess of such coverage, nor shall it preclude the CITY from taking such other actions as is available to it under any other provision of this Contract or otherwise in law.

Nothing in the Contract is intended to make the public or any member thereof a third party beneficiary hereunder, nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

All policies shall include a "**Severability of Interest**" provision.

If such policies are canceled or changed during the period of coverage, thirty (30) day prior written notice by certified mail, return receipt requested, shall be given to the CITY. The certificate cancellation paragraph must state "The insurance company will notify the City of Palm Coast in writing thirty (30) days prior to canceling the stated policy".

Evidence of insurance in compliance with the requirements herein shall be furnished to the CITY by the CONTRACTOR upon request by the CITY to the CONTRACTOR.

Business License: The CONTRACTOR shall procure a CITY Business Tax Receipt. The Business Tax Receipt must be kept in force throughout the progress of service and term of the Contract.

SECTION 13 - CONFLICT OF INTEREST

CONTRACTOR certifies that to the best of its knowledge, no CITY employee or officer of any public agency interested in the Contract has any pecuniary interest in the business of CONTRACTOR and that no person associated with CONTRACTOR has any interest that would conflict in any manner or degree with the performance of the Contract. The CONTRACTOR shall ensure adherence to all laws relating to ethics in government.

SECTION 14 - INDEMNIFICATIONS

The CONTRACTOR hereby indemnifies and holds harmless the CITY and its agents, officers and employees, both elected and appointed, from and against all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the work provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any of its subcontractors, anyone directly or in-directly employed by anyone of them or anyone for whose acts any of them may be liable.

It is expressly agreed that in no event shall the CITY be liable or responsible to the CONTRACTOR or any other person on account of any stoppage or delay in the work provided for herein, by inaction or other legal or equitable proceedings brought against the CONTRACTOR or from or by or on account of any delay from any cause over which the CITY has no control.

The City of Palm Coast hereby, to the extent of a claim or a judgment by any one person which does not exceed the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments does not exceed the sum of \$300,000, shall hold harmless and indemnify the other party from and against any and all liability, assertions, loss, claims, damages, costs, attorney's fees, judgments and expenses of whatsoever kind or nature which the other party may sustain, suffer or incur or be required to pay by reason of a loss resulting from the negligent acts or omissions of the City of Palm Coast.

SECTION 15 – ADMINISTRATIVE CHARGES/LIQUIDATED DAMAGES

In the event the CONTRACTOR fails to perform in accordance with the provisions of this Contract, the CITY shall withhold from any money due to the CONTRACTOR, not as a penalty, but as administrative charges/liquidated damages for such breach of Contract, the following amounts for the following failures:

(a) Failure to collect missed customers by 6:00 P. M. the same day when given notice before noon, or by 12:00 noon the following day when given notice between 12:00 noon and 6:00 P. M.

\$15.00 per incident, a maximum of \$150
Per truck per day

(b) For each month in which the number of legitimate complaints reaches fifteen (15) or more, or for any other cause, the CITY shall be entitled to claim liquidated damages of twenty dollars (\$20.00) per unresolved complaint including the first fifteen (15). Each complaint shall be considered legitimate unless satisfactory evidence to the contrary is furnished to the Contacts Manager by the CONTRACTOR. The decision of the Contract Manager shall be final.

\$20.00 per incident including the first Fifteen (15)

(c) Collection of residential solid waste and/or recyclables before 6:00 A.M. or after 6:00 P. M.

\$500.00 per incident

(d) Failure to clean spillage other than hydraulic and other fluids of any type in accordance with contract provisions.

\$200.00 per incident

(e) Failure to replace damaged container within five (5) days; twenty four hours for residential.

\$100.00 per incident

(f) Failure to handle waste receptacles carefully, thoroughly empty and return containers or garbage receptacles to original location as per contract.

\$250.00 per incident

(g) Failure to repair damage to customer's property within seven (7) days

\$350.00 per incident

(h) Failure to provide clean, safe and sanitary equipment at beginning of each work schedule

\$500.00 per incident

(i) Failure to maintain office hours as required.

\$200.00 per incident

(j) Equipment operator not properly licensed

\$500.00 per incident

(k) Failure to provide documents and reports in a timely and accurate manner as per contract.

\$250.00 per incident

(l) Failure to cover materials, if appropriate, on all collection vehicles.

\$250.00 per incident

(m) Name and phone number not displayed on all equipment and containers.

\$250.00 per incident

(n) Failure to comply with employee roster, proper uniforms and employee identification as per contract.

\$300.00 per incident

(o) Not providing current schedule and route maps monthly.

\$300.00 per incident

(p) Using improper equipment to service or residential customers.

\$250.00 per incident

(q) Failure to submit an audited financial statement by the prescribed date.

\$500.00 per incident

(r) Failure to respond to complaints and customer calls in a timely and appropriate manner as per the "customer service policy" provided to the CITY from the CONTRACTOR.

\$300.00 per incident

(s) Failure to complete a route on the regular pick-up day.

\$250.00 per day for each route not completed

(t) Failure to provide proper notification prior to residential route changes.

\$500.00 for route day not completed

(u) Causing skid marks, spillage marks on roadways, private driveways or any thoroughfare within the service area.

\$300.00 per incident

(v) Failure to follow established reporting operation or administrative procedures.

\$300.00 per incident

(w) Failure to provide promotional and educational material and activities, advertisements and civic awareness programs one time (1) annually as per the contract.

\$1,000.00 per incident

(x) Failure to maintain signs stating “Servicing the City of Palm Coast” on all collection and work vehicles while servicing the CITY.

\$250.00 per incident

(z) Failure to comply with the current schedules and routing maps.

\$250.00 per incident

(aa) Failure to provide monthly tonnage and recycling data reports.

\$250.00

(bb) Causing hydraulic spills or leaks as well as any other fluids having potential damage or stain to asphalt, concrete or other roadway surfaces.

\$500.00 per incident

(cc) CONTRACTOR’s failure to provide the quantity of approved roster equipment within the CITY during the required collection days.

\$500.00 per incident

(dd) Failure to report accidents, damage, spillage to the CITY immediately and provide a copy of a written report in the same day to the CITY.

\$250.00 per incident

(ee) Loaded vehicles left standing on street unnecessarily.

\$150.00 per incident

(ff) Failure to drive in proper direction.

\$100.00 per incident

(gg) Failure to deliver Class III materials to an authorized Class III landfill or appropriate transfer station.

\$250.00 per incident

Each complaint shall be considered legitimate, unless satisfactory evidence to the contrary is furnished to the Contract Manager by the CONTRACTOR within ten (10) business day of the complaint. The decision of the Contract Manager shall be final.

This provision shall not limit other claims of the CITY arising against the CONTRACTOR under the terms of this Contract.

SECTION 16 - CITY ORDINANCES

Nothing contained in any ordinance of the CITY, now in effect or hereafter adopted, pertaining to the collection of refuse shall in any way be construed to affect, change, 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 the Contract, regardless of the effect or interpretation of any municipal ordinances which in any way relates to trash.

SECTION -17 AMENDMENTS

The CITY shall have the right to amend this Contract from time to time as necessary to comply with Federal, State, County and CITY laws and regulations, as amended from time to time. Such amendments shall take effect thirty (30) days after the CONTRACTOR'S receipt of the written amended Contract.

Amendments, which are consistent with the purposes of this Contract, may be made with the mutual written consent of the parties and in accordance with the City Charter and other applicable laws and ordinances.

SECTION 18 - NOTICE

(a) Notices to the CONTRACTOR as called for under this Contract shall be forwarded to:

(b) Notices to the CITY as called for under this Contract shall be forwarded to:

Attention: Palm Coast City Manager
160 Lake Avenue
Palm Coast, FL 32164
Telephone Number: 386-986-3710
Fax Number: 386-986-3703

(c) Each party shall promptly notify the other in writing of any changes in the individuals to be noticed pursuant to this Section.

SECTION 19 - SEVERABILITY

In the event any article or section of this Contract or any amendments thereto, is held invalid by operation of law or by any tribunal competent jurisdiction, or if compliance with or enforcement of any article or section shall be enjoined by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any amendments thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

SECTION 20 - GOVERNING LAW

The laws of the State of Florida shall govern this Contract and the venue for any litigation arising out of the Contract shall be in Flagler County, Florida.

SECTION 21 – FORCE MAJEURE

The performance of any act by the CITY or the 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, 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. If the condition of force majeure exceeds a period of 14 days the CITY may at its option and discretion, cancel or renegotiate this contact.

SECTION 22 - ATTORNEY'S FEES

In the event of litigation arising out of or interpreting the terms and condition of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

SECTION 23 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Contract between CITY and CONTRACTOR, are made a part hereof and consist of the following.

- a. This Contract
- b. Request for Proposal
- c. Request for Proposal Addendums
- d. All required forms as per the Request for Proposal

In the event that the terms and conditions of the Request for Proposal are inconsistent with the terms and conditions of the underlying Contract which is implemented, in whole or part, then the terms and conditions of the underlying Contract shall apply.

IN WITNESS THEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF PALM COAST

CONTRACTOR

Jim Landon, City Manager

Date

Date

ATTEST:

ATTEST:

Virginia Smith, City Clerk

Date

Date

(Seal)

(Seal)

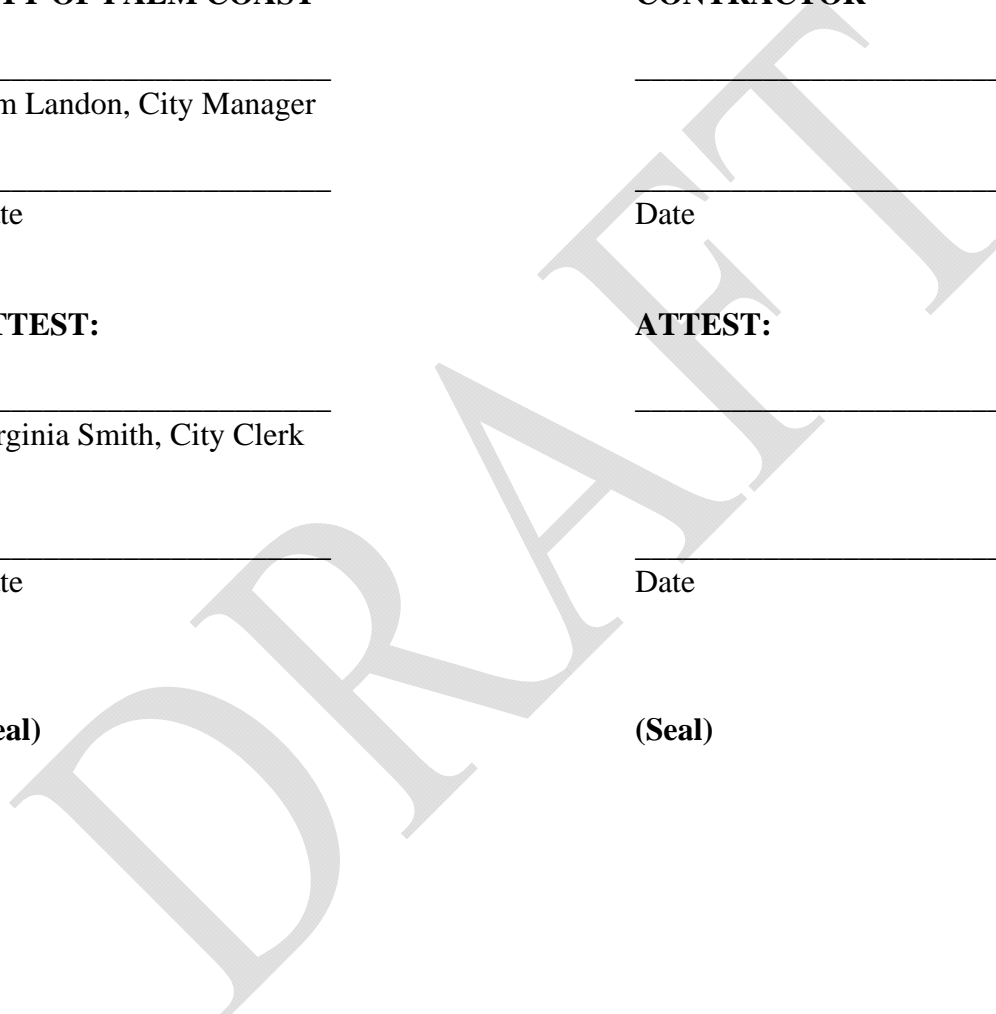


EXHIBIT A – REQUEST FOR PROPOSAL

DRAFT

EXHIBIT B

Palm Coast Facility Locations					
		Container Types and Frequency			
Location	Adress	Garbage	Frequency	Recycling	Frequency
City Hall	160 Lake Avenue	8yd	2x	8yd	2x
Community Center	305 Palm Coast parkway	6yd	2x	toters	1x
Palm Coast Fire Station 21	9 Corporate Drive	8yd	3x	8 yd	1x
Palm Coast Fire Station 22	307 Palm Coast Parkway	6yd	2x	toters	1x
Palm Coast Fire Station 23	5750 Belle Terre parkway	6yd	1x	toters	1x
Palm Coast Fire Station 24	1505 Palm Harbor Parkway	8yd	2x	toters	1x
Palm Coast Fire Station 25	1250 Bellet Terre Parkway	8yd	3x	toters	1x
Fuel Depot (Public Works)	22 Utility Drive	30ft roll off	1x		
James Holland Park	18 Florida Park Drive	6yd (2)	2x	4yd	1x
Utility Administration	2 Utility Drive	6y	2x	toters	1x
		Roll off container	on call		
Wastewater Plant	26 Utility Drive	4y	3x		
Indian Trails Complex	5455 Belle Terre Parkway	6yd (2)	1x	4yd	1x
Public Works Department	1 Wellfield Grade	8yd	1x	toters	1x
		Roll-off (tires)	On call		
Seminole Woods Park	350 Sesame Boulevard	8yd	1x		
Linear Park	31 Greenway Court	8yd	1x		
Palm Harbor Golf Course	100 Cooper Lane	8yd	2x	8yd	1x
		Roll off container	on call		
Frieda Zamba Pool	4520 Belle Terre Parkway	6yd (2)	1x	toters	1x
Palmcoast Tennis Center	1290 Belle Terre Parkway	6yd	2x	toters	1x
Water Treatment Plant 1	50 Citation Boulevard	2yd	1x	toters	1x
Water Treatment Plant 2	4 Corporate Drive	2yd	1x		
Water Treatment Plant 3	400 Peavy Grade	Toter	1x		
Waterfront Park	150 Waterfront Park Road	TBD			
Ralph Carter Park	1385 Rymfire Drive	TBD			