

**Franchise Agreement**  
**between**  
**City of Port St. Lucie, Florida**  
**and**  
**FCC Environmental Services Florida, LLC**  
**for**  
**the Collection of Solid Waste**  
**and Recyclable Materials**

**Franchise Agreement  
for the Collection of Solid Waste and Recyclable Materials**

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## FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is made and entered into this 19<sup>th</sup> day of May, 2022 by and between City of Port St. Lucie, Florida ("City"), a political subdivision of the State of Florida, and FCC Environmental Services Florida, LLC ("Contractor"), a Florida Limited Liability Company.

### RECITALS

WHEREAS in 2022, the City issued a Request for Proposals ("RFP") for the Collection of Solid Waste and Recyclable Materials generated by the City's residents (RFP No. 20220061); and

WHEREAS, the City Council ("Council") of City of Port St. Lucie concluded that the Contractor submitted the best proposal in response to the City's RFP and then the Council awarded an exclusive franchise to the Contractor for the collection of the Residential Waste and Commercial Waste generated in the City (City Contract No. 20220061); and

WHEREAS, the Council finds that the franchise granted herein properly balances (a) the Council's desire to provide excellent, environmentally-sound Collection services to the City's residents and businesses, and (b) the Council's desire to minimize and reasonably allocate the cost of such services; and

WHEREAS, the Council has the authority to enter into exclusive franchise agreements pursuant to Section 50.13(d) of the City of Port St. Lucie Code, as amended by Ordinance No. 07-79.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits provided hereunder, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree that they shall be bound by and shall strictly comply with the following provisions of this Agreement:

## SECTION 1: DEFINITIONS

The capitalized words and phrases in this Agreement are defined in this Section 1. The definitions contained in this Section 1 shall be used when interpreting this Agreement.

- 1.1 Advertising** means any written communication for the purpose of promoting a product or service. However, Advertising does not include the Contractor's name, telephone number, and other information provided in the manner specified in this Agreement, or any other information exempt from disclosure pursuant to Florida law.
- 1.2 Agreement** means this Franchise Agreement between the City and the Contractor.
- 1.3 Applicable Law** means any local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which is in effect or is enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relate in any manner to the performance of the City or Contractor under this Agreement.
- 1.4 Automated Collection Service** means the Collection of Solid Waste and Recyclable Materials in a cart, using fully automated equipment (e.g., a side-loading Collection vehicle that is manned with a driver only) or semi-automated equipment (e.g., a rear-loading Collection vehicle equipped with a hydraulic "tipper," a driver, and a crew of one or two people).
- 1.5 Back Door Service** means the Collection of Garbage, Rubbish, and Recyclable Materials from a Residential Curbside Customer's back yard, side yard, or other location that is not Curbside.
- 1.6 Biomedical Waste** means any solid or liquid waste that may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes that contain human disease-causing agents; discarded sharps; and used absorbent materials saturated with blood or body fluids.
- 1.7 Bulky Waste** means a large discarded item that (a) is discarded by a Customer as a result of the Customer's normal housekeeping activities on their own Premises and (b) cannot be placed in a Garbage Can because of its size, shape, or weight. Bulky Waste includes furniture, fixtures, White Goods, and large pieces of carpet. Bulky Waste does not include any Exempt Waste.
- 1.8 Certificate of Occupancy** means a document issued by the City, certifying that a newly constructed or renovated building complies with the City's specifications and is suitable for use.
- 1.9 Change in Law** means the adoption, promulgation, or modification of any Applicable Law after the Effective Date that directly and substantially affects the Contractor's or City's ability to perform under this Agreement. A Change in Law does not include a change in any tax law or workers' compensation law.
- 1.10 City** means, depending on the context, either (a) the incorporated area contained within the boundaries of City of Port St. Lucie, Florida, or (b) the government of City of Port St. Lucie, acting through the Council or its designees.
- 1.11 City Customer List** means the City's list of the Residential Customers in the service area that receive Collection Service from the Contractor pursuant to this Agreement. The City Customer List also includes any Residential Customers in the service area that voluntarily pay the applicable non-ad valorem special assessments and the service area fee in order to receive the same services as Residential Customers in the service area.

- 1.12 City Indemnified Party** means the City, including its officers, Council members, agents, volunteers, and employees, while acting within the course and scope of their office or employment.
- 1.13 Class I Solid Waste** means all non-hazardous solid waste that may be lawfully placed in a Class I Landfill for disposal, except yard trash, construction and demolition debris, white goods, septage, and special waste. Class I Solid Waste does not include any type of solid waste that may not be placed in the County's Class I Landfill for disposal under federal, state, or local regulations.
- 1.14 Class III Solid Waste** means all non-hazardous solid waste that may be lawfully placed in a Class III Landfill for disposal, including construction and demolition debris, yard trash, trees, tree stumps, building materials, and packaging materials.
- 1.15 Collection** means the process of picking up the Solid Waste and Recyclable Materials that are Set Out by a Customer and then transporting and delivering the Solid Waste and Recyclable Materials to a Designated Facility.
- 1.16 Collection Containers** means Garbage Carts, Recycling Carts, and Mechanical Containers.
- 1.17 Collection Plan** means the Contractor's written plan for providing Collection Services in compliance with the requirements in this Agreement, as described in Section 23, below.
- 1.18 Collection Service** means one or more of the services provided by the Contractor for the Collection of Solid Waste and Recyclable Materials pursuant to this Agreement. Collection Service includes Residential Collection Service, Commercial Collection Service, Special Collection Service, and Collection Service provided to the City's facilities.
- 1.19 Collection Service Cost** means the Contractor's cost of billing, bill collection, administration, and bad debt for providing Residential Collection Service.
- 1.20 Commencement Date** means September 5, 2022, which is the date when the Contractor shall begin providing Collection Services in the City pursuant to this Agreement.
- 1.21 Commercial Collection Service** means: (a) the Collection of Commercial Waste from a Commercial Customer; and (b) the Collection of Recyclable Materials from a Commercial Customer, if such service is requested by the Commercial Customer.
- 1.22 Commercial Customer** means a Person that owns or occupies Commercial Property and receives or should receive Commercial Collection Service from the Contractor pursuant to this Agreement.
- 1.23 Commercial Lawn Care Company** means a Person that provides lawn and garden maintenance services or landscaping services for remuneration.
- 1.24 Commercial Property** means all real property that is located in the service area and not classified as Residential Property. Commercial Property includes: (a) property used primarily for commercial purposes, such as hotels, motels, stores, restaurants, business offices, service stations, and recreational vehicle parks; (b) property used primarily for institutional purposes, such as governmental offices, churches, hospitals, schools and not-for-profit organizations; (c) apartments, condominiums, Townhouses, and other buildings that contain four (4) or more Dwelling Units; and (d) other property that contains four (4) or more Dwelling Units, including commercially zoned property that is used primarily for residential purposes, including property used exclusively as a recreational vehicle park, as defined in Section 513.01(11), Florida Statutes, and property that is classified as "RMH-5" or "PUD" under the City's zoning regulations. Vacant land, not classified as Improved Real Property, and Industrial Property, shall be deemed Commercial Property.

- 1.25 Commercial Waste** means Garbage and Rubbish generated on Commercial Property. Commercial Waste does not include Bulky Waste or Yard Waste.
- 1.26 Community Events** means parades, festivals, and other civic events that are sponsored or supported by the City and designated by the Director pursuant to Section 35.4, below.
- 1.27 Compactor** means a stationary or mobile mechanism that compresses Solid Waste in a Mechanical Container and achieves a minimum compaction ratio of 2.5 to 1.
- 1.28 Construction and Demolition Waste** shall have the meaning set forth in Section 403.703(6), Florida Statutes, for construction and demolition debris, except that Construction and Demolition Waste does not include Land Clearing Debris. In general, Construction and Demolition Waste means discarded materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wall board, and lumber, resulting from the construction, destruction, or renovation of a structure. Construction and Demolition Waste is considered Class III Solid Waste.
- 1.29 Consumer Price Index or CPI or "CPI"** means the Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services, U.S. City Average, not seasonally adjusted (Base Period: December 1997=.100) Series ID CUUR0000SEHG, as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency. The CPI adjustment will not exceed 4% in any one year.
- 1.30 Contingency Plan** means the Contractor's plan for avoiding an interruption in Collection Service in the event that an emergency or other situation renders the Contractor's operations yard or equipment unusable or prevents the Contractor's drivers from reporting for work.
- 1.31 Contractor** means FCC Environmental Services Florida, LLC
- 1.32 Contractor Customer List** means the Contractor's list of the Residential Customers in the service area, and the Commercial Customers in the entire service area, that receive Collection Service from the Contractor pursuant to this Agreement.
- 1.33 Council** means the Port St. Lucie City Council.
- 1.34 Cubic Yard** equals an area, in any shape or form, roughly approximating 3 feet by 3 feet by 3 feet, or roughly 36 inches by 36 inches.
- 1.35 Curbside** means a location adjacent to a road or right-of-way that abuts a Customer's property and provides access for the Contractor's Collection vehicles. If there is no public access to the Customer's property, Curbside means a location that is adjacent to a roadway where the Contractor may lawfully gain access and provide Collection Service to the Customer. In all cases, the Curbside location must be within three (3) feet of the curb or the edge of the road.
- 1.36 Customer** means a Person that uses one or more of the Contractor's Collection Services under this Agreement. A Customer is a Commercial Customer or a Residential Customer.
- 1.37 Customer Lists** means (a) the City Customer List and (b) the Contractor Customer List.
- 1.38 Designated Facility** means a facility designated by the City for the Recycling or disposal of the Solid Waste and other materials collected pursuant to this Agreement.
- 1.39 Director** means the Director of the City's Department of Neighborhood Services or other such person expressly designated by the City Manager.

- 1.40 Disaster Debris** means debris that is produced or generated by a natural or human event that is declared a disaster by the federal government, the State of Florida, or the City. Disaster Debris includes Yard Waste, Construction and Demolition Waste, and Bulky Waste, that is the result of such disaster.
- 1.41 Disaster Debris Contract** means the City's contract(s) for the removal, hauling, processing, disposal, and/or Recycling of Disaster Debris.
- 1.42 Division Manager** means the senior employee that has been designated by the Contractor to serve as the Contractor's primary representative when dealing with the City on matters involving this Agreement.
- 1.43 Dwelling Unit** means any type of structure or building, or a portion thereof, intended for or capable of being used for residential living. A Dwelling Unit includes a room or rooms constituting a separate, independent living area with a kitchen or cooking facilities, a separate entrance, and bathroom facilities, which are physically separated from other Dwelling Units, whether located in the same structure or in separate structures. However, a room in a licensed hotel or motel is not a Dwelling Unit.
- 1.44 Effective Date** means the date when this Agreement is signed and duly executed by the Council's designee, which shall occur after the Agreement is signed and duly executed by the Contractor.
- 1.45 Exempt Waste** means materials that are exempt from the Contractor's exclusive franchise under this Agreement.
- 1.46 Field Supervisor** means the Contractor's employee that is responsible for directly supervising the Contractor's Collection Services in the City.
- 1.47 First Operating Year** means the period from the Commencement Date through and including, September 30, 2023, unless this Agreement is terminated earlier.
- 1.48 Force Majeure** means any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, hurricanes, earthquakes, tropical storms, epidemic, war, riot, civil disturbance, or sabotage.
- 1.49 Franchise Fee** means the fee paid by the Contractor for (a) the exclusive right to provide Collection Services in the City and (b) the other rights and benefits provided to the Contractor under this Agreement.
- 1.50 Garbage** means all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.
- 1.51 Garbage Cart** means a City provided container that is made of heavy-duty hard plastic or other impervious material, with enclosed sides and a bottom, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately ninety-six gallons or less, and used for the automated or semi-automated Collection of Solid Waste Materials.
- 1.52 Gross Revenues** means all of the fees, charges, and costs that are collected by the Contractor from any Person based on, arising from, attributable to, or in any way derived from the services the Contractor provides pursuant to this Agreement. Gross Revenues include but are not limited to the fees that are received by the Contractor from Commercial Customers and Residential Customers for the Collection of Solid Waste and Recyclable Materials, and for Tipping Fees. However, Gross Revenues do not include any sum that is collected by the Contractor to pay Franchise Fees.
- 1.53 Hazardous Material** means a 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. Hazardous Material includes any material or substance identified as a hazardous waste or hazardous substance in the Florida Administrative Code, Florida Statutes, or other Applicable Law.

**1.54 Holiday** means a day when the Contractor does not need to provide Collection Service. The only Holidays are Independence Day, Thanksgiving Day, and Christmas Day (December 25), unless the Director and the Division Manager mutually agree to designate additional days as Holidays.

**1.55 | Improved Property** means any cleared, graded, or drained property in the City upon which a building or structure is erected and occupied or capable of being occupied (i.e., a Certificate of Occupancy has been issued) for residential, commercial, institutional or industrial use. Improved Property includes recreational vehicle park lots contained within areas designated as Mobile Home parks by the Health Department.

**1.56 Indemnified Loss** means all actual costs, losses, damages, expenses, and liabilities that a City Indemnified Party incurs or suffers pursuant to or in connection with, or are caused by or result from, directly or indirectly, in whole or in part, any wrongful act, error or omission, or negligence by the Contractor or any of its agents, employees, or any tier of subcontractors of the Contractor, or subcontractor to a subcontractor of the Contractor, or anyone employed by any of those Persons for whose wrongful act, error or omission, or negligence any of them may be liable, except to the extent resulting solely from the negligent acts or omissions of the City Indemnified Party, in the execution or performance of the Contractor's obligations under or incidental to this Agreement. Such costs include attorneys' fees, court costs, and expert witness fees in all trial, appellate, mediation, and bankruptcy proceedings. Such damages include any bodily injury, property damage, sickness, disease, or death. An Indemnified Loss includes any claim or cause of action arising under, resulting from, or related to: (a) any actual or alleged violation of any Applicable Law (including workers' compensation laws, environmental laws, and health and safety laws) or any common law duty; (b) any actual or alleged infringement of any intellectual rights or property of any Person; (c) any actual or alleged pollution of or damage or destruction to property, natural resources, or the environment; (d) the designation by the Contractor of any document or material as exempt from public disclosure or public records laws, or the Contractor's failure or refusal to produce such document for public review; (e) the City's decision to award this Agreement to the Contractor; and (f) defending, settling, prosecuting, investigating, or participating in (as a witness or otherwise) any proceeding that arises out of or pertains to any of the foregoing; in each case, to the greatest extent permitted by law and not otherwise prohibited, without regard to or limitation by the amount or type of benefits, damages, or compensation payable by or for the Contractor, any subcontractor of the Contractor, or any subcontractor to a subcontractor of the Contractor under any insurance policy or any Applicable Law (including employee benefits, disability benefits, and workers' compensation laws).

**1.57 Industrial Property** means real property, not classified as Residential Property, where a Person is engaged in manufacturing, or processing raw materials, or altering or modifying materials for the purpose of producing a usable or finished product, and such Person generates Solid Waste as a by-product of their activities.

**1.58 Interest** means a payment by the City or the Contractor for the use of money, which shall be set at a percentage rate determined pursuant to Section 55.03(1), Florida Statutes.

**1.59 Land Clearing Debris** means the trees, tree trunks, limbs, stumps, bushes, vegetation, rocks, soil, and other materials resulting from a land clearing or lot clearing operation.



- 1.60 Legitimate Complaint** means any complaint that is made by a Customer or the City involving a case where one or more of the applicable requirements in this Agreement were not satisfied by the Contractor pursuant to Section 30 of this Agreement. Such complaints become Legitimate Complaints when they are not sufficiently protested by the Contractor within seven (7) calendar days.
- 1.61 Load** means the Solid Waste and other cargo that is transported in one of the Contractor's vehicles.
- 1.62 Manager** means the City Manager (i.e., the chief executive officer) or his or her designee(s).
- 1.63 Mechanical Container** means a dumpster, Roll-Off Container, Compactor, or other large container that is placed on and removed from a Person's Premises with mechanical equipment and used for the Collection of Solid Waste or Recyclable Materials. However, Recycling Carts are not Mechanical Containers.
- 1.64 Missed Collection** means any occasion when the Contractor fails to provide Collection Service to a Customer on a Scheduled Collection Day in compliance with the requirements in this Agreement.
- 1.65 Mobile Home** means manufactured homes, trailers, campers and recreational vehicles.
- 1.66 Move-Out/Eviction Pile** means a placement or accumulation of Garbage and/or Solid Waste exceeding 6 cubic yards.
- 1.67 Multi-Family Dwelling** means a building with four (4) or more Dwelling Units located under one roof. Multi-Family Dwellings include apartments, condominiums, Townhouses, mixed-use buildings, and other buildings that contain four (4) or more Dwelling Units.
- 1.68 New Customer** means a Person that begins to receive or becomes entitled to receive Collection Service from the Contractor on or after the Commencement Date.
- 1.69 Non-Collection Notice** means a written form, tag, or sticker that is used by the Contractor to notify a Customer of the reason(s) why the Solid Waste or other materials Set Out by the Customer were not collected by the Contractor.
- 1.70 Non-Conforming Material** means any material that is Set Out for Collection in a Recycling Container but is not a Recyclable Material.
- 1.71 Operating Day** means a calendar day, except Saturdays, Sundays and Holidays, from the Commencement Date until this Agreement expires or terminates.
- 1.72 Operating Month** means each calendar month from the Commencement Date until this Agreement expires or terminates. However, the first Operating Month shall begin on the Commencement Date and the last Operating Month shall end on the day when this Agreement expires or terminates.
- 1.73 Operating Year** means a period of twelve (12) consecutive Operating Months, beginning on October 1 and ending on September 30 of the following year. Notwithstanding the foregoing, the First Operating Year begins and ends in the manner defined in Section 1.44, above, and the last Operating Year shall end on the day when this Agreement expires or terminates.
- 1.74 Ordinances** means the City's Code of Ordinances and any amendments thereto.
- 1.75 OSHA** means the Occupational Safety and Health Act and all implementing regulations.
- 1.76 Party** means, depending on the context, either the City or the Contractor.
- 1.77 Parties** means the City and the Contractor.

**1.78 Performance Bond** means the financial security furnished by the Contractor as a guarantee that the Contractor will perform its work and pay all lawful claims in accordance with the terms of this Agreement.

**1.79 Person** means: any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of Florida or any other state; any City or municipality; and any governmental agency of any state or the federal government.

**1.80 Premises** means Improved Property.

**1.81 Radioactive Waste** means any equipment or materials that are radioactive or have radioactive contamination, and are required by law to be stored, treated, or disposed of as radioactive waste.

**1.82 Rates** means the fees and charges approved by the City for the Contractor's Collection Services.

**1.83 Recovered Materials** mean metal, paper, glass, plastic, textile, or rubber materials that have known Recycling potential and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste. A Recovered Material does not include any material or substance that does not fit within one of the six categories described in this definition (metal, paper, glass, plastic, textile, or rubber). Among other things, Construction and Demolition Waste is not a Recovered Material.

**1.84 Recyclable Materials** means those materials that are capable of being recycled, and that would otherwise be processed or disposed of as Solid Waste

**1.85 Recyclable Materials Collection Component** means the Contractor's fee for providing routine Collection Service to a Dwelling Unit for the Collection of Recyclable Materials.

**1.86 Recycling** means any process by which materials that would otherwise have been Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

**1.87 Recycling Cart** means a container that is made of heavy-duty hard plastic or other impervious material, with enclosed sides and a bottom, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately one hundred (100) gallons or less, and used for the automated or semi-automated Collection of Recyclable Materials.

**1.88 Recycling Container** means any container approved by the Director for the Collection of Recyclable Materials, including Recycling Carts and Mechanical Containers.

**1.89 Residential Collection Service** means the Collection of Residential Waste from Residential Customers. Residential Collection Service in the service area includes the Collection of Recyclable Materials.

**1.90 Residential Curbside Customer** means a Residential Customer that receives Collection Service at Curbside. A Residential Curbside Customer may reside in: (a) a single-family Dwelling Unit; (b) a duplex, triplex, or Mobile Home; or (c) a Multi-Family Dwelling that cannot or should not receive Collection Service with a Mechanical Container, as determined by the Director.

**1.91 Residential Customer** means a Person that (a) occupies Residential Property in the service area or (b) owns or manages multiple Dwelling Units that are located on one parcel of Residential Property. Residential Customers include Residential Curbside Customers including mobile home parks.

**1.92 Residential Mechanical Container Customer** means a Residential Customer that receives Collection Service with a Mechanical Container.

**1.93 Residential Property** means each parcel of Improved Property in the service area that is used for residential purposes and has no more than three (3) Dwelling Units on it. Residential Property includes single family residences, duplexes, triplexes, and other buildings used for residential purposes, provided such buildings do not include more than three (3) Dwelling Units. Apartment buildings, condominiums, Townhouses, Dwelling Units in mixed use buildings, cooperatives established pursuant to Chapter 719, Florida Statutes, time-share apartments, and leased residential Premises of the classes described above are Residential Property, if they contain no more than three (3) Dwelling Units. Property used exclusively as a recreational vehicle park, as defined in Section 513.01(11), Florida Statutes, shall be deemed Commercial Property.

**1.94 Residential Waste** means Garbage, Rubbish, Yard Waste, and Bulky Waste generated by a Residential Customer upon the Customer's Residential Property.

**1.95 Residential Waste Collection Component** means the Contractor's fee for providing routine Collection Service to a Dwelling Unit for the Collection of Residential Waste.

**1.96 Roll-Off Container** means a large metal container (i.e., typically with a capacity of 10, 20, 30 or 40 cubic yards) used for the Collection of Solid Waste or Recyclable Material, which is rolled-off of a motor vehicle when the container is placed at a site and then rolled onto the vehicle when the container is ready to be transported to another location.

**1.97 Route** means the area served by one Collection vehicle on a single Operating Day when providing Collection Service. Each Route shall have a designated starting location and time, a designated sequence of streets to be followed, and a designated finish location. Under normal conditions, each Route is to be completed in the designated sequence by the designated Collection vehicle.

**1.98 Rubbish** means waste materials (other than Garbage, Yard Waste, and Bulky Waste) resulting from normal housekeeping activities on Residential Property and Commercial Property. Rubbish includes discarded trash, rags, sweepings, packaging, Recyclable Materials that are not source separated, and similar materials.

**1.99 Scheduled Collection Day** means an Operating Day when the Contractor is scheduled to collect a Customer's Recyclable Materials or one of the components of the Customer's Solid Waste (i.e., Garbage; Yard Waste; Bulky Waste).

**1.100 Set Out** means the preparation and placement of Solid Waste and Recyclable Materials for Collection at the Customer's Premises, in compliance with the requirements in this Agreement.

**1.101 Sludge** means the accumulated solids, residues and precipitates generated as a result of waste treatment or processing including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other waste having similar characteristics.

**1.102 Solid Waste** means Sludge unregulated under the federal Clean Water Act or Clean Air Act, Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or Garbage, Rubbish, refuse, Special Waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations. Solid Waste includes Biomedical Waste, Bulky Waste, Commercial Waste, Construction and Demolition Waste, Disaster Debris, Electronic Equipment, Garbage, Hazardous

Material, Land Clearing Debris, Radioactive Waste, Recyclable Materials, Residential Waste, Rubbish, Tires, White Goods, and Yard Waste.

**1.103 Source Separated Materials** means Recovered Materials that are separated from the Solid Waste at the location where they are generated (e.g., Residential Property or Commercial Property) and then Set Out for Collection at that location. Recyclable Materials shall not be considered Recovered Materials.

**1.104 Special Collection Services** mean the Collection of discarded material in response to a Customer's request, at times other than the Customer's Scheduled Collection Day for such material, or in quantities that are greater than the amounts authorized herein for Collection on the Customer's Scheduled Collection Day. Special Collection Service also includes any service requested by a Customer that is in addition to or different than the normal Collection Service provided to similar Customers.

**1.105 Storm Debris** means any rubbish or ruminants, both combustible or non-combustible, resulting from storms or any emergency condition, requiring special handling and/or equipment for bulk removal of both natural and manmade material.

**1.106 Tipping Fee** means a fee that must be paid for the disposal of a Solid Waste or other material.

**1.107 Tires** mean discarded automotive, motor vehicle, and trailer tires, including rims, but excluding tires that have an inside diameter of 20 inches or greater.

**1.108 Townhouse** shall mean an attached Dwelling Unit with primary access at grade, which is one of a series of Dwelling Units attached in a row, that are separated from each other by an unpierced wall extending from the foundation to the roof.

**1.109 Transition Period** means the period of time between the Effective Date and the Commencement Date.

**1.110 Transition Plan** means a document describing in detail the activities that will be undertaken, and the schedule that will be followed, by the Contractor to ensure that the Contractor successfully provides the Contractor's Collection Services in compliance with this Agreement on and after the Commencement Date.

**1.111 Service Area Fee** means the sum of: (a) the Residential Waste Collection Component for the Service Area; (b) the Recyclable Material Collection Components; (c) the Waste Disposal Component; and (d) the Yard Waste Disposal Component.

**1.112 Waste Disposal Component** This amount is calculated by (a) multiplying (1) the generation rate for Garbage, Rubbish, and Bulky Waste, which is estimated to be 1.29 tons per year, by (2) the Tipping Fee (expressed in dollars per ton) at the Designated Disposal Facility for Garbage, and (b) dividing the result by twelve.

**1.113 White Goods** mean large discarded appliances (e.g., refrigerators, ranges, washing machines, clothes dryers, water heaters, freezers, microwave ovens, and air conditioners) that are used and discarded by a Customer on the Customer's Improved Property, which is the same property where the White Goods are collected.

**1.114 Yard Waste** means vegetative matter resulting from yard and landscaping maintenance, including but not limited to shrub and tree trimmings, grass clippings, palm fronds, branches, and Bulky Yard Waste. Yard Waste is classified as Class III Solid Waste. Yard Waste does not include Land Clearing Debris.

**1.115 Yard Waste Disposal Component.** This amount is calculated by (a) multiplying (1) the Yard Waste generation rate, which is estimated to be 0.50 tons per year, by (2) the Tipping Fee at the Designated Disposal Facility for Yard Waste, and (b) dividing the result by twelve.

## **SECTION 2: CONTRACTOR'S EXCLUSIVE FRANCHISE**

### **2.1 EXCLUSIVE FRANCHISE GRANTED TO CONTRACTOR**

Subject to the conditions and limitations contained in this Agreement, the Contractor is hereby granted an exclusive franchise to provide Residential Collection Service and Commercial Collection Service in the City. The Contractor's franchise includes the exclusive right to collect: (a) Garbage, Rubbish, Yard Waste, Bulky Waste, and Recyclable Materials that are generated on Residential Property and collected at Curbside in the service area; (b) Garbage, Rubbish, Yard Waste, and Bulky Waste that are generated on Residential Property and collected at Curbside in the service area; (c) Garbage, Rubbish, Bulky Waste, and Recyclable Materials that are generated on Residential Property (i.e., Multi-Family Dwellings) where Garbage and Rubbish are collected in Mechanical Containers; and (d) Garbage and Rubbish generated on Commercial Property. The Contractor shall have the sole right to provide these Collection Services in the City. The Contractor shall have the sole responsibility for providing these Collection Services in compliance with the requirements in this Agreement. The Contractor shall be free to engage in work as a private hauler and to charge the public for services other than as provided in this Agreement. Such private hauling shall not be construed as falling within the terms of this Agreement.

### **2.2 NON-EXCLUSIVE COMMERCIAL RECYCLING**

On a non-exclusive basis, the Contractor shall provide collection of Recyclable Materials to Commercial Customers requesting such services, at rates negotiated between the Contractor and Customer, which shall be comparable to those paid to Contractor by other businesses in the tri-county area. In this capacity, the Contractor is acting as a private hauler. The Contractor shall be responsible for the billing and collection of payment from Commercial Customers.

### **2.3 LIMITATIONS ON THE FRANCHISE**

This Agreement only grants a franchise for the services and types of Solid Waste that are explicitly addressed herein. No other services or materials are subject to the Contractor's exclusive franchise under this Agreement. Among other things, the Contractor's franchise does not include the Collection of Yard Waste generated on (a) Residential Property where Garbage and Rubbish are collected in Mechanical Containers or (b) Commercial Property. Section 21, below, identifies some of the other materials that are not subject to the Contractor's franchise.

### **2.4 ENFORCEMENT OF THE FRANCHISE**

The City shall determine, in its sole discretion, the measures the City will use to ensure that the Contractor's exclusive rights under this Agreement are not infringed upon by a third party. The City also shall determine, in its sole discretion, how and when it will implement those measures. The Contractor shall have no right to compel the City to undertake any specific action to enforce or maintain the exclusivity of the Contractor's franchise.

### **SECTION 3: TERM OF THIS AGREEMENT**

This Agreement shall take effect and be binding upon the Parties from the Effective Date until the date when this Agreement is terminated or expires. The term of this Agreement shall begin on the Commencement Date and be in effect for seven (7) years through September 30, 2029 with a three (3) year mutual option to renew. Notification period to be 365 days.

### **SECTION 4: THE SERVICE AREA**

#### **4.1 DESCRIPTION OF THE SERVICE AREA**

The service area includes a portion of all of the land located within the incorporated area of the City as identified in Exhibit 1.

#### **4.2 ADJUSTMENTS TO THE SERVICE AREA**

The boundaries of the service area may be adjusted from time to time as a result of actions by the Council or other Persons, with reasonable notice by the City. Similarly, the boundaries of the service area may be adjusted if lands are added to or removed from the City pursuant to an annexation, interlocal agreement, or similar change after the Effective Date. In such cases, the rights of the Contractor may be revised in accordance with Section 171.062, Florida Statutes, or other Applicable Laws.

The annexation of land after the Effective Date may require the Contractor to provide Collection Services in the annexed area or, in the alternative, such area may be served by another Person. In either case, the Contractor shall provide its services in the City (with or without the annexed area) for the Rates established in this Agreement. There shall be no change in the Contractor's Rates if Collection Service in the newly annexed area is provided by another Person. There also shall be no change in the Contractor's Rates if the boundaries of the service area are revised after the Effective Date.

### **SECTION 5: CONTRACTOR'S OBLIGATIONS PRIOR TO COMMENCEMENT DATE**

#### **5.1 CONTRACTOR'S TRANSITION PLAN**

Contractor shall ensure that the Customers do not experience any delay or disruption in service when the Contractor begins to provide its Collection Services on the Commencement Date. To help accomplish this task, Contractor shall prepare and provide the Director with a Transition Plan in compliance with the requirements herein. At a minimum, the Transition Plan must demonstrate that the Contractor will hire and train the necessary personnel and procure and prepare the necessary vehicles and equipment, to enable the Contractor to provide its Collection Services successfully on September 5, 2022 and all times thereafter. The Transition Plan shall contain a detailed description of the steps the Contractor will take, and the schedule for completing those steps, as the Contractor prepares for the Commencement

Date. Among other things, the Transition Plan shall identify and describe; (a) the number and types of collection vehicles and Mechanical Containers will need to have on hand before September 4, 2022, (b) how and when the Contractor will provide its Mechanical Containers to the Customers; and (c) how and when the Contractor will provide additional personnel, vehicles, and equipment to serve the City if the Contractor needs additional resources on or after the Commencement Date. The Transition Plan is subject to the approval of the Director. If requested, the Contractor shall revise the Plan within ten (10) calendar days and resubmit the Plan for the Director's review and approval.

#### **DEADLINES FOR THE CONTRACTOR'S TRANSITION PLANNING**

The Contractor shall address the following performance requirements in the Transition Plan and the Contractor shall satisfy these requirements no later than the following deadlines:

- (a) On or before June 13, 2022, the Contractor shall provide the Director with a Transition Plan, which shall include a Collection Plan that complies with the requirements in Section 7, below.
- (b) On or before June 17, 2022, the Contractor and the City shall meet and discuss the Transition Plan, the Collection Plan, and any other matters that will help ensure the successful implementation of this Agreement.
- (c) On or before June 30, 2022, Contractor shall provide the Director with purchase orders or other documentation demonstrating that all necessary Collection vehicles, equipment, and Collection Containers have been ordered and will be delivered to Contractor's local equipment yard no later than September 1, 2022.
- (d) On or before July 22, 2022, Contractor shall provide the Director with a detailed plan for the distribution of all Collection Containers that will be provided to: (1) Commercial Customers; (2) Customers in Multi-Family Dwellings that will receive Collection Service with Mechanical Containers; and (3) Customers that receive Collection Service for Construction and Demolition Waste.
- (e) On or before July 22, 2022, the Contractor shall provide the Director with electronic (digital) copies of the notices, brochures, and informational materials the Contractor intends to deliver to Customers concerning the Collection Services it will provide under this Agreement. The notices, brochures, and informational materials shall be designed to satisfy the requirements in Section 34, below. The notices, brochures, and informational materials shall be subject to the Administrator's approval and shall be delivered in compliance with the requirements in Section 35.
- (f) On or before July 29, 2022, Contractor shall provide the Director with a written plan for the recruiting and onboarding of the necessary personnel to ensure the success of the Transition Plan and ensure adequate staffing on the Commencement Date.

- (g) On or before July 29, 2022, Contractor shall provide the Director with a written safety plan covering all aspects of the Contractor's operations under this Agreement, in compliance with the requirements of Section 22, below.
- (h) The Contractor also shall provide the Director with a Contingency Plan, pursuant to Section 36.4, by July 29, 2022,
- (i) On or before September 1, 2022, the Contractor shall confirm in writing to the Director that all of the vehicles, equipment, and Collection Containers necessary to provide Collection Service have been delivered to the Contractor's local equipment yard.
- (j) On or before August 1, 2022, the Contractor shall have its route managers familiarize themselves with the proposed routes and schedules for providing Collection Service in the City. On or before September 1, 2022, the Contractor shall have its, drivers, and other relevant personnel familiarize themselves with the proposed routes and schedules for providing Collection Service in the City. The supervisors, drivers, and other relevant personnel shall drive each street on each route to ensure that the proposed routes and schedules for Collection Services are appropriate.
- (k) Notwithstanding the deadlines listed above the Contractor and Director shall meet on a weekly basis to discuss the status of the Contractor's Transition Plan and its implementation.
- (l) On or before August 31, 2022, the Contractor shall demonstrate that its computer systems are fully operational and capable of tracking complaints and requests for service in compliance with the requirements in Sections 30.1.4 and 30.1.5, below.

## **Section 5.2 CONTRACTOR'S COLLECTION PLAN**

- (a) The Contractor shall prepare a Collection Plan that describes in detail how the Contractor will provide Collection Service in compliance with the requirements in this Agreement. At a minimum, the Collection Plan shall identify and describe the vehicles, equipment, personnel, routes, and schedules the Contractor will use for each type of Collection Service. The Collection Plan shall include a legible map for each Collection route, which will identify the Operating Days when Collection Service will be provided on each route, the starting and ending points for each route, and the type of Collection Service that will be provided on each route on each scheduled Collection Day. The Collection Plan shall include the information required pursuant to Section 27.5.138 below. The Collection Plan must be submitted on or before July 15, 2022, to the Director for approval.



- (b) The Collection Plan shall identify the procedures that will be used by the Contractor to ensure that the City is not billed inappropriately for the Collection, disposal, or Recycling of Solid Waste or other materials.
- (c) If requested by the Director, the Collection Plan shall include the manufacturer's specification sheets for the Collection Containers provided by the Contractor under this Agreement.
- (d) An updated Collection Plan shall be submitted to the Director whenever the Contractor changes the plan.
- (e) On or before September 1, 2022, the Collection Plan shall be updated to include all of the information required pursuant to Section 5.2(a), above. Thereafter, the Collection Plan shall be updated whenever the Contractor adds or permanently removes vehicles or Mechanical Containers from service in the City.

## **SECTION 6: GENERAL SCOPE OF CONTRACTOR'S DUTIES AFTER COMMENCEMENT DATE**

This Section 6 describes the general scope of the Contractor's duties under this Agreement. The general requirements in this Section 6 are supplemented by the specific requirements in the other sections of this Agreement. Subject to the conditions contained herein, the Contractor shall:

- (a) provide Residential Collection Service to the occupants of all Residential Property located in the defined service area;
- (b) provide Commercial Collection Service to all Commercial Property in the defined service area;
- (c) provide Collection Services for the City's facilities and Community Events;
- (d) collect and transport all of the Residential Waste and Commercial Waste Set Out by the Customers in the service area;
- (e) deliver all of the Solid Waste and Recyclable Materials it collects pursuant to this Agreement to the Designated Facilities;

- (f) deliver to an appropriate Designated Facility all of the Recyclable Materials the Contractor collects from the commercial businesses and Commercial Property located in the incorporated areas of the City;
- (g) comply at all times with the requirements in this Agreement and Applicable Law;
- (h) provide all labor, services, supervision, materials, equipment, insurance, and other resources necessary to accomplish the Contractor's work under this Agreement; and
- (i) perform all of its work and satisfy all of its obligations under this Agreement at Contractor's sole expense, in exchange for the payments by the City and Customers that are expressly authorized herein.

## **SECTION 7: CONTRACTOR'S SPECIFIC COLLECTION SERVICES**

### **7.1 GENERAL REQUIREMENTS FOR RESIDENTIAL COLLECTION SERVICE AT CURBSIDE**

The Contractor shall provide the following services to each Customer that is entitled to receive Residential Collection Service at Curbside:

- 7.1.1 Garbage and Rubbish shall be collected at Curbside once (1) per week, except on Holidays, in the defined service area.
- 7.1.2 Recyclable Materials shall be collected at Curbside once each week in the service area.
- 7.1.3 Bulky Waste shall be collected at Curbside once per month and shall mean any non-vegetative item which cannot be placed in the solid waste collection cart including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, washers, dryers, bathtubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture.
- 7.1.4 Yard Waste shall be collected at Curbside once each week, except on Holidays.
- 7.1.5 Subject to the conditions and limitations contained herein, the Contractor shall collect all of the Garbage, Rubbish, Recyclable Materials, and Yard Waste that is Set Out at Curbside by a Residential Curbside Customer. Bulky Waste shall be collected on a monthly basis. However, the Director shall grant relief from this requirement if the Director confirms that a Residential Customer is disposing of Solid Waste

generated by a commercial business or enterprise. Further, the Contractor is not obligated by this Agreement to collect Land Clearing Debris.

## **7.2 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR GARBAGE AND RUBBISH**

7.2.1 The Contractor shall use Automated Collection Service and Garbage Carts to collect garbage and rubbish from Residential Curbside Customers in the defined service area.

7.2.2 For the first thirty (30) days of this Agreement the Contractor shall collect all household garbage and Trash placed both inside and outside of the Carts; and thereafter, and for the remaining term of this Agreement, the Contractor shall not be responsible for collection of Garbage placed outside the Carts. The Contractor also is not obligated to collect the contents in a Garbage Cart if the cart and its contents exceed the maximum rated capacity (measured in pounds) of the cart, as shown on the cart's lid.

## **7.3 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR RECYCLABLE MATERIALS**

7.3.1 The Contractor shall use Automated Collection Service and Recycling Carts to collect Recyclable Materials from Residential Curbside Customers in the service area.

7.3.2 The Contractor shall collect all of the Recyclable Materials that the Customer Sets Out in Recycling Carts, but the Contractor is not obligated to collect any Recyclable Materials that are placed outside of the Customer's Recycling Carts. The Contractor also is not obligated to collect the contents in a Recycling Cart if the cart and its contents exceed the maximum rated capacity (measured in pounds) of the cart, as shown on the cart's lid.

7.3.3 The Contractor shall collect all of the Recyclable Materials that are accepted and recycled by the Designated Facility for Recyclable Materials, and any other materials that are jointly designated by the Director and the Contractor for Collection as Recyclable Materials as amended in Exhibit "A" of the Interlocal Agreement between St. Lucie County and the City of Port St. Lucie.

## **7.4 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR BULKY WASTE**

7.4.1 The Contractor shall collect all of the Bulky Waste that is Set Out at Curbside by Residential Curbside Customers on a monthly basis. There is a limit of two (2) cubic yards per month that shall be collected, except as provided in Sections 7.4.2, or any refuse placement not in compliance with City code as amended.

7.4.2 If a Residential Curbside Customer places Construction and Demolition Waste from a "do-it-yourself" project at Curbside, the Contractor shall collect the Construction and Demolition Waste as Bulky Waste, but the Contractor is not obligated to collect more than two (2) cubic yards of Construction and Demolition Waste from a Residential Customer on any Scheduled Collection Day. The Contractor shall place a Non-Collection Notice on any material that the Contractor does not collect, in compliance with Section 15.1, below.

7.4.3 The Contractor shall notify the Director if the Contractor believes a Residential Curbside Customer is placing excessive amounts of Construction and Demolition Waste at the Curbside and should be using a Mechanical Container for the Collection of such waste. Any amount greater than two (2) cubic yards shall be deemed excessive.

## **7.5 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR YARD WASTE**

7.5.1 The Contractor shall collect all of the Yard Waste that is Set Out at Curbside by Residential Curbside Customers, as long as the Yard Waste does not exceed four (4) cubic yards per week. Yard Waste must be Set Out at Curbside in front of the Dwelling Unit where the Yard Waste was generated. The Contractor is not obligated to collect Yard Waste that was generated at a location other than the Customer's residence.

7.5.2 The Contractor shall not be required to collect more than four (4) cubic yards of Vegetative Waste per dwelling unit per week. In the event that more than four (4) cubic yards is placed at the curb by the customer, the Contractor shall not be required to collect the pile. The Contractor will tag, instructing the customer to contact the Contractor for an estimate for removal. The Contractor shall conduct estimates in accordance with the rates established in this Agreement on a per cubic yard pursuant to Exhibits 2 and 3 no later than 72 hours after initial notice from the Customer, however nothing shall preclude the Contractor from conducting the estimate sooner. Pricing shall be based on the per cubic yard rate in Exhibit B. Removal of material by the Contractor shall be completed no later than 72 hours after payment is received. Failure to remove material within the 72 hours of payment shall be subject to assessments as set forth in this Agreement. Nothing in this paragraph prevents the customer from engaging the services of another provider.

7.5.3 Notwithstanding anything else contained herein, the Contractor is not required to collect Land Clearing Debris and vacant lots.

7.5.4 If the Contractor refuses to collect any Yard Waste or Land Clearing Debris at Curbside, the Contractor must place a Non-Collection Notice on the material or on the Customer's doorknob, in compliance with Section 15.1, below.

- 7.5.5 If the Contractor fails to collect (4 cubic yards) a Customer's Yard Waste on the Scheduled Collection Day, the Contractor must return and collect (4 cubic yards) the Customer's Yard Waste within three (3) business days.

**7.6 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR EXCESS, OVERSIZED, AND EXEMPT MATERIALS**

Among other things, this Agreement does not require the Contractor to collect: (a) Land Clearing Debris; (b) Construction and Demolition Waste, except as provided in Section 7.4.2; or (c) Exempt Waste; or (d) Household hazardous waste. At its option, the Contractor may collect such materials as a Special Collection Service, pursuant to Section 7.10, below, if a Customer requests such service. However, if the Contractor leaves any such material at Curbside, the Contractor must leave a Non-Collection Notice and comply with the requirements in Section 15.1, below.

**7.7 RESIDENTIAL BACK DOOR SERVICE**

7.7.1 The Contractor shall provide Back Door Service to a disabled Customer if: (a) the Customer is entitled to receive Residential Curbside Collection Service; (b) the Customer has requested, and the Director has approved Back Door Service; and (c) the City has given written notice instructing the Contractor to provide Back Door Service to the disabled Customer. Back Door Services shall be based on a determination that customer qualifies for said services pursuant to local, state, and Federal law. Including the Americans with Disabilities Act (ADA) and Rehabilitation Act. If these criteria are satisfied, Back Door Service shall be provided at no additional cost to the City or Customer. The Customer's Garbage, Rubbish, and Recyclable Materials shall be collected at the Customer's side yard, back yard, or other location that is mutually acceptable to the Contractor and the Customer. However, the Contractor is not required to provide Back Door Service for the collection of Bulky Waste or Yard Waste. The Contractor shall provide Back Door Service to the Customer on the Scheduled Collection Days when Residential Collection Service would otherwise be provided to the Customer.

7.7.2 The Contractor shall provide Back Door Service to any Person that pays the applicable Rate pursuant to Exhibit 4 for such service billed directly to customers. Back Door Service shall be provided for Garbage, Rubbish, and Recyclable Materials in the service area. The Contractor is not obligated to provide Back Door Service for Yard Waste or Bulky Waste.

**7.8 RESIDENTIAL COLLECTION SERVICE FOR MULTI-FAMILY DWELLINGS**

7.8.1 Authority to determine whether a Residential Customer residing in a Multi-Family Dwelling must set out its Garbage and Rubbish at Curbside or in a Mechanical Container upon mutual agreement between the Contractor and the Director.

7.8.2 If a Residential Customer resides in a Multi-Family Dwelling and receives Collection Service at Curbside, the Contractor shall serve that Customer in compliance with the provisions in Sections 7.1 through 7.7, above.

7.8.3 Except as provided in Section 7.8.4, below, the Contractor shall provide the following services to each Residential Customer that resides in a Multi-Family Dwelling and receives Collection Service with a Mechanical Container:

- (a) The Contractor shall collect all of the Customer's Garbage and Rubbish at the Customer's Premises once (1) each week.
- (b) The Contractor shall provide Recycling Carts or Mechanical Containers for the Collection of the Customer's Recyclable Materials. Recycling Carts provided to Multi-Family Dwellings shall remain property of the City upon expiration or termination of this Agreement. The Contractor shall collect all of the Recyclable Materials that are placed into the Customer's Recycling Containers. The Contractor shall notify Customers of the need to increase Collection Service or capacity. Recyclable Materials shall be collected at least once each week at each Multi-Family Dwelling.
- (c) The Contractor is not obligated by this Agreement to provide a separate Collection Service for Bulky Waste that is generated at Multi-Family Dwellings where Mechanical Containers are used for the Collection of Garbage and Rubbish. However, the Contractor shall collect all of the Bulky Waste that Residential Customers place in the Mechanical Containers at their Multi-Family Dwelling.
- (d) The Contractor is not obligated by this Agreement to provide a separate Collection Service for Yard Waste that is generated at Multi-Family Dwellings where Mechanical Containers are used for the Collection of Garbage and Rubbish. However, the Contractor shall collect any Yard Waste or natural Christmas trees that Residential Customers place in the Mechanical Containers at their Multi-Family Dwelling.

- 7.8.4 The Collection of Solid Waste and Recyclable Materials at a Multi-Family Dwelling shall be subject to the requirements for Commercial Collection Service, rather than the requirements for Residential Collection Service, when the Director or Customer deems it appropriate.

## 7.9 COMMERCIAL COLLECTION SERVICES

The Contractor shall provide the following Collection Services for Commercial Customers:

- 7.9.1 The Contractor shall collect all of the Commercial Waste that is Set Out by a Commercial Customer in the defined Service Area. The Contractor shall provide Collection Service for Commercial Waste and, upon request, Recyclable Materials at least once each week for each Commercial Customer. Commercial Collection Service shall be provided at least two (2) times each week for each restaurant, grocery store, and other Customer that generates Garbage or other types of putrescible waste. Commercial Collection Service for Construction and Demolition Waste may be provided as needed.
- 7.9.2 The Contractor normally shall provide Commercial Collection Service with Mechanical Containers. A Garbage Cart(s) may be used to provide Commercial Collection Service in those cases where a Mechanical Container is too large to fit on the Customer's Premises, too large for the Customer's needs, or otherwise unsuitable. The Contractor and the Customer shall mutually determine whether a Commercial Customer must use a Mechanical Container, or a Garbage Cart.
- 7.9.3 Upon the Customer's request, the Contractor shall provide Collection Service for Recyclable Materials generated on Commercial Property. These materials may be collected in Mechanical Containers or Recycling Carts.
- 7.9.4 Garbage, Rubbish, and Recyclable Materials shall be collected on Scheduled Collection Days.
- 7.9.5 The Contractor shall provide Collection Service within one (1) Operating Day if a Customer requests the Contractor to make an extra (unscheduled) pick-up to empty the Customer's Mechanical Container, or Garbage Cart.
- 7.9.6 If a Commercial Customer requests the Contractor to collect Bulky Waste, such waste may be collected on a routine basis on a Scheduled Collection Day or on an irregular basis as a Special Collection Service, as determined by the Commercial Customer and the Contractor.

7.9.7 A Customer should contact the Contractor and schedule Collection Service before the Customer Sets Out Bulky Waste. The Contractor shall provide such Collection Service within three (3) Days after the Contractor receives the Customer's request.

7.9.8 If a Customer Sets Out its Bulky Waste before the Customer schedules the Collection Service with the Contractor, the Contractor shall collect such materials as expeditiously as possible after the Contractor becomes aware that such materials have been Set Out for Collection. The Contractor's drivers shall promptly notify the Field Supervisor whenever the drivers observe Bulky Goods on a Route for Commercial Customers. If the Field Supervisor is notified about such materials, the Field Supervisor shall arrange for the Collection of such materials within three (3) Days. The Field Supervisor also shall arrange for the Collection of such materials within three (3) Days when requested to do so by the Director.

7.9.9 If a Commercial Customer Sets out Bulky Waste, the Contractor shall bill the Customer for the Collection of such materials, based on the Rates in Exhibit 3.

#### **7.10 SPECIAL COLLECTION SERVICES**

The Contractor shall provide the Special Collection Services identified in Exhibit 4 when such services are requested by a Customer or the Director. The frequency of such services shall be determined by the Customer and Contractor.

#### **7.11 COLLECTION SERVICES FOR THE CITY**

The Contractor shall provide Collection Services for the City in compliance with the requirements in Section 35, below.

### **SECTION 8: HOURS AND DAYS OF CONTRACTOR'S COLLECTION SERVICES**

#### **8.1 COLLECTION SERVICE DAYS**

The Contractor may provide Collection Service to Residential Customers every day of the year, except Sundays and Holidays.

#### **8.2 COLLECTION SERVICE TIMES**

The Contractor shall not provide Residential Collection Service at Curbside before 7:00 a.m. or after 8:00 p.m. The Contractor shall not provide Residential Collection Service with Mechanical Containers before 7:00 a.m. or after 8:00 p.m.



### **8.3 MECHANICAL CONTAINER SERVICE TIMES**

Before 5:00 a.m. and after 8:00 p.m., the Contractor shall not provide Collection Service to Commercial Customers that use Mechanical Containers located within two hundred (200) feet of Residential Property. The Contractor may provide Commercial Collection Service at other locations at any reasonable time. If the City receives complaints about the noise or disturbance caused by the Contractor's Commercial Collection Service at a particular location, and such service is provided before 5:00 a.m. or after 8:00 p.m., the Director may restrict the times for the Contractor's Collection Services at that location, without increasing the Contractor's Rates.

### **8.4 SERVICE HOUR CHANGES**

Notwithstanding anything else contained herein, the hours and days of Collection Service may be extended or reduced (a) when such change is requested by the Contractor and approved in advance by the Director and (b) when the Director determines that such change is necessary or otherwise appropriate to protect the public health, safety, or welfare.

## **SECTION 9: SCHEDULES AND ROUTES FOR COLLECTION SERVICE**

### **9.1 SCHEDULES AND ROUTES**

The Contractor shall establish Routes and schedules that satisfy the requirements of this Agreement and maximize the efficiency of the Contractor's operations. Subject to these considerations, the Contractor shall attempt to ensure that the Contractor's Collection Plan minimizes the changes to the Collection schedules and Routes that were used for Residential Customers before the Commencement Date.

The Routes established under this Agreement shall be separate from the Routes the Contractor uses for the Collection of Solid Waste and Recyclable Materials generated outside of the service area (e.g., in a city or another City). The Contractor shall submit its proposed Routes and schedules to the Director as part of the Contractor's Collection Plan. (See Section 5.2(a)). The proposed Routes and schedules shall be subject to the Director's approval. After approval is granted, the Contractor shall provide Collection Services in accordance with the approved Routes and schedules in the Collection Plan.

### **9.2 MAINTAINING OF SCHEDULES**

The Contractor's attention is directed to the fact that at times during the year the quantity of refuse to be disposed of is materially increased by fluctuation in the amount of garden and yard trash and the influx of visitors. This additional load will not be considered justification for the Contractor to not maintain the required collection schedules and routes.

### **9.3 FAILURE TO MAINTAIN SCHEDULES**

If at any time during the life of the Agreement, performance satisfactory to the Director shall not have been made, the Contractor upon notification of the Director shall increase the force, tools, and equipment as needed to perform this Agreement properly pursuant to Section 31.5.

### **9.4 STORM RESPONSIBILITIES**

In the case of a storm, the Director may grant the Contractor reasonable variants from the regular schedules and routes. The Contractor shall inform the Customers of service delays or stoppage. The Contractor shall be required to work with the City in all possible ways for the efficient and rapid cleanup of the City, upon disaster clearance from the Manager.

## **SECTION 10: CHANGES TO COLLECTION SCHEDULES AND ROUTES**

### **10.1 NO CHANGES WITHOUT DIRECTOR'S APPROVAL**

After the Commencement Date, the Contractor shall not change a permanent residential Route, a residential Collection schedule, or the method of providing Residential Collection Service until the Contractor receives the Director's written approval for the proposed change. The Contractor shall submit a description of all proposed residential Route and schedule changes to the Director at least thirty (30) calendar days prior to the implementation of such changes, unless a shorter timetable is approved by the Director. The Contractor shall submit a description of all proposed Route and schedule changes affecting Commercial Customers at least seven (7) calendar days prior to the implementation of such changes, unless a different timetable is requested or approved by the Director.

### **10.2 HOLIDAY SCHEDULES**

10.2.1 The Contractor is not required to provide Collection Service to Residential Customers on a Holiday.

10.2.2 If a Residential Curbside Customer's Scheduled Collection Day for Garbage falls on a Holiday (e.g., July 4; Thanksgiving; Christmas), the Contractor must collect the Customer's Garbage on the Operating day following Holiday for the Collection of the Customer's Garbage.

10.2.3 If a Residential Curbside Customer's Scheduled Collection Day for Bulky Waste, Yard Waste, or Recyclable Materials (i.e., items that are collected once each week) falls on a Holiday, the Contractor must collect type of material on the Operating day following the Holiday.

10.2.4 Notwithstanding the other provisions in this Section 10.2, the Contractor may propose, and the Director may approve alternate schedules for the Collection of Residential Waste immediately before and after a Holiday.

10.2.5 If a Commercial Customer's Scheduled Collection Day for Garbage will fall on a Holiday, the Contractor shall work with the Customer to identify an appropriate alternate schedule for collecting the Customer's Garbage during the week of the Holiday.

### **10.3 PUBLIC NOTICE OF CHANGES**

If the Director approves a change in the Contractor's permanent schedules or Routes for Residential Collection Service or Commercial Collection Service, the Contractor shall provide all affected Customers with notice of the change and shall comply with the applicable requirements in Section 34, below, unless a different notice is approved by the Director.

### **10.4 NOTICE OF TEMPORARY DELAYS**

The Contractor shall inform the Director in writing about any event (e.g., disabled trucks, accidents, or shortage of staff) that will cause delays in the Contractor's normal schedule for Residential Collection Service or Commercial Collection Service. The Contractor shall provide this information to the Director in writing within two (2) hours of the event causing the delay. The Contractor shall have and utilize an electronic notification system to inform subscribing customers of the delays in service as amended in Section 35.8.

### **10.5 NO DELAYS EXCUSED FOR FLUCTUATIONS IN SOLID WASTE QUANTITIES**

The quantity of Solid Waste generated in the City may fluctuate during each Operating Year and from year-to-year. These fluctuations will not justify or excuse a failure by the Contractor to provide any Collection Service in compliance with the approved schedules and Routes. The Contractor is responsible for the timely Collection of all of the Solid Waste and Recyclable Material that is Set Out on the Scheduled Collection Days, subject to the conditions herein, regardless of any fluctuations in the amount of material that is Set Out.

## **SECTION 11: DIRECTOR'S AUTHORITY TO CHANGE COLLECTION SERVICE**

### **11.1 MECHANICAL CONTAINER SERVICE**

If a Customer will receive Collection Service with a Mechanical Container, the Contractor and the Customer initially shall determine the size of the Mechanical Container that will be used. The Contractor and Customer also shall determine the frequency of Collection Service with the Mechanical Container, provided that the frequency complies with the minimum requirements in this Agreement (e.g., at least twice each week for Garbage).

### **11.2 SERVICE CHANGES**

To protect the health, welfare, and safety of the general public, the Director shall have the right to: (a) increase or decrease the frequency of any Collection Service provided to a Commercial Customer or Residential Mechanical Container Customer; (b) change the types of Collection

Containers used by any such Customer; and (c) change the size and number of the Collection Containers used by any such Customer. The size, type, and number of Collection Container(s), and the frequency of Collection Service, provided to a Customer must be sufficient to ensure that the Collection Container is not overfilled, and Solid Waste is not placed outside the Collection Container, between Scheduled Collection Days. In the event the Director effectuates a change under this Section 11.2, two (2) weeks' advance written notice to the Contractor shall be provided.

**11.3 CUSTOMER PREFERENCE**

If the Contractor and a Customer do not agree about the size, type, or number of the Collection Containers to be used by the Customer, or the frequency of Collection Service for the Customer's Premises, the Contractor or the Customer may notify the Director about their dispute. In such cases, the Director shall determine whether it is necessary to change the frequency of service, or the size, type, or number of the Collection Containers, and the Contractor shall provide its services in compliance with the Director's determination. The Customer shall pay the appropriate Rates for the Contractor's Collection Service, whether the level of service is increased or decreased.

**SECTION 12: THE CUSTOMER LISTS**

**12.1 RESIDENTIAL LIST**

The City shall prepare the City Customer List, which shall identify each Residential Customer in the service area that is entitled to receive Collection Service from the Contractor pursuant to this Agreement. The City Customer List shall be based on the City's records for the City's non-ad valorem special assessments for Solid Waste services or any other source of reliable information. The City Customer List shall be provided to the Contractor no later than the Commencement Date. No later than sixty (60) days after the Commencement Date, the Contractor shall review the City Customer List and confirm to the Director that the list is accurate and complete. If the Contractor believes the City Customer List is inaccurate or incomplete, the Contractor shall promptly notify the Director about any proposed additions, deletions, or other revisions to the City Customer List.

**12.2 LIST ACCURACY**

The Contractor shall have an affirmative duty to help ensure that the Customer Lists are accurate at all times after the Commencement Date. The Contractor shall notify the Director within five (5) Operating Days if the Contractor begins to provide Collection Service to a Person or Dwelling Unit that is not included in the Customer Lists. The Contractor also shall notify the Director within five (5) Operating Days if the Contractor identifies a Person, Dwelling Unit, or business that should be added to or deleted from the Customer Lists.

**12.3 CERTIFICATE OF OCCUPANCY NOTICE**

The Director shall notify the Contractor promptly after (a) a Certificate of Occupancy is issued by the City for a new Dwelling Unit or Improved Property that should be added to the City Customer

List and (b) the City determines it is appropriate to provide Collection Service to such Dwelling Unit or Improved Property. After receiving this notification, the Contractor shall begin to provide Residential Collection Service to the Dwelling Unit or Improved Property within two (2) Operating Days.

#### **12.4 COLLECTION SERVICE TERMINATION**

The Director shall notify the Contractor if the City wants the Contractor to terminate its Collection Service to a Customer. The Contractor shall terminate its Collection Service within two (2) Operating Days after receiving the Director's notice.

#### **12.5 CUSTOMER LIST UPDATES**

The City shall update the City Customer List at least once each Operating Month. The City shall adjust the City Customer List to correspond with the occupancy of existing and new buildings, as well as the demolition of old buildings. A new Dwelling Unit or Improved Property shall be deemed to be occupied when a Certificate of Occupancy has been issued and the Director requests the Contractor to provide Collection Service to the new Dwelling Unit or Improved Property. At a minimum, the updated City Customer List shall identify the changes in occupancy that occurred two (2) months before the list was updated. For example, when the City Customer List is updated in June of each Operating Year, the list shall at least reflect the addition of new buildings and the demolition of old buildings in April of the same year.

### **SECTION 13: PROPER COLLECTION PROCEDURES FOR CONTRACTOR**

#### **13.1 EMPTY CONTAINER PLACEMENT**

When providing Collection Services, the Contractor shall thoroughly empty the Customer's Collection Containers and return them to the location where they were placed by the Customer. The Contractor shall not place a Collection Container in a location where the container blocks vehicular access to a road, alley, or driveway.

#### **13.2 CARE AND DAMAGE PREVENTION**

The Contractor shall handle Collection Containers carefully and, in a manner, to prevent damage. Garbage Cans, Recycling Containers, and their lids shall not be tossed or thrown by the Contractor.

#### **13.3 DISTURBANCE REDUCTION**

The Contractor shall provide Collection Services with as little noise and disturbance as possible.

#### **13.4 WHITE GOODS AND ELECTRONICS**

The Contractor shall be responsible for the proper handling of any White Goods and Electronic Equipment that the Contractor collects. The Contractor shall take appropriate steps to minimize

the release of Freon, coolants, and other similar materials from White Goods. A Customer is not required to remove Freon, coolants, or other similar materials from White Goods before the White Goods are Set Out; the Contractor is not required to remove such materials from the White Goods before the White Goods are placed in the Contractor's vehicles. Smaller electronics may be placed in the cart. White Goods that do not fit within the cart and Electronic Equipment will be collected on the Bulk Waste Collection Day.

#### **13.5 PROPER COLLECTION VEHICLES**

The Contractor shall not commingle Recyclable Materials with a vehicle that is in use for the Collection of Solid Waste.

### **SECTION 14: RESTRICTIONS ON COLLECTION OF MIXED LOADS**

#### **14.1 COMBINED WASTE**

During the Collection process, Garbage, Rubbish, Yard Waste, and Bulky Waste may be collected and combined together by the Contractor.

#### **14.2 RECYCLABLE COLLECTION**

During the Collection process, Recyclable Materials shall be handled separately by the Contractor and shall not be combined with any other types of material in the Contractor's Collection Vehicles, without the Director's prior approval. However, the Contractor shall have no obligation to separate these materials if a Customer placed them in a Collection Container with other types of Solid Waste.

#### **14.3 RESIDENTIAL, COMMERCIAL, AND SOLID WASTE SEPARATION**

During the Collection process, the Contractor shall not combine Residential Waste or Commercial Waste collected in the service area with Solid Waste or other materials collected outside of the service area.

#### **14.4 COMMERCIAL AND RESIDENTIAL WASTE SEPARATION**

During the Collection process, the Contractor shall not combine Commercial/Multifamily containerized Waste with Residential Waste collected in the service area.

#### **14.5 RESTRICTION WAIVER**

Notwithstanding the foregoing, the Director may waive any of the restrictions in this Section 14 and thus allow the Contractor to combine different types of Solid Waste, if the Director determines that the waiver will be in the public interest. In such cases, the Contractor shall file a petition with the Director, describing the specific procedures that will be established to

properly account and pay for the management of the mixed materials. The Director may grant or deny the petition, in his or her sole discretion, but any waiver must be in writing.

## **SECTION 15:NON-COLLECTION PROCEDURES**

### **15.1 REASONABLE MEASURES**

The Contractor must take all commercially reasonable measures to collect a Customer's Solid Waste and Recyclable Materials in compliance with the requirements in this Agreement. Nonetheless, the Parties recognize that the Contractor may refuse to collect a Customer's materials in some cases. The Contractor shall place a Non-Collection Notice on a Customer's Collection Container or non-containerized waste if the Contractor decides that the Contractor will not collect the Customer's waste because the waste was not Set Out in compliance with the applicable requirements in this Agreement. If the Contractor does not place a Non-Collection Notice on the Customer's Collection Container or waste, and fails to collect the materials, the Contractor shall be required to return to the Customer's Premises promptly and collect the waste. If the Director or a Customer informs the Contractor before 12 p.m. (noon) about the Contractor's failure to comply with the requirements in this Section 15.1, the Collection shall be completed before the end of that Operating Day. If the Director or a Customer informs the Contractor after 12:00 p.m. (noon), the Collection shall be completed before noon on the next Operating Day.

### **15.2 FAILURE AND RETURN**

Notwithstanding anything else contained herein, if the Contractor fails to collect all of the Yard Waste that is Set Out at Curbside by a Residential Curbside Customer on the Scheduled Collection Day, the Contractor shall return to the Customer's Premises and collect all of the Yard Waste within three (3) business days, unless non-collection notice is provided. This deadline shall apply even if the Contractor does not receive notice from the Director or a Customer concerning the Collection of the Yard Waste.

### **15.3 NON-CONFORMING MATERIALS**

The Contractor is responsible for determining whether a Customer's Recycling Container contains Non-Conforming Material or excessively contaminated Recyclable Materials. The Contractor may leave Non-Conforming Material and excessively contaminated Recyclable Materials in the Recycling Container, but if the Contractor does, the Contractor shall immediately place a Non-Collection Notice on the container, explaining why the material was not collected.

### **15.4 NON-COLLECTION NOTICE**

In the event a Mechanical Container is overfilled and cannot be emptied safely, the Contractor shall immediately place a Non-Collection Notice on the container, notify the Customer, and reschedule the Collection Service. In the alternative, if the Contractor receives the Customer's prior approval, the Contractor may empty the Mechanical Container and charge the Customer for a Special Collection Service. In addition, the Contractor shall notify the Customer if the

Contractor believes the Contractor should increase the frequency of Collection Service or increase the size of the Mechanical Container provided to the Customer.

#### **15.5 DANGEROUS MATERIALS**

The Contractor shall not collect Solid Waste or other materials from a Customer if the Contractor believes the Solid Waste or other materials contain Hazardous Material, Radioactive Waste, or Biomedical Waste. In such cases, the Contractor shall place a Non-Collection Notice on the Collection Container, take photographs of the improper waste (if possible), and immediately notify the Field Supervisor. If the generator of such waste is unknown, the Contractor shall work with the Director to identify the generator and approve an appropriate method for the removal and disposal of the waste. If the Contractor elects to collect or remove the waste before the Contractor receives the Director's approval, the Contractor shall be solely responsible for the management and disposal of the waste, including the payment of all associated costs.

#### **15.6 INACCESSIBLE MECHANICAL CONTAINER**

If a Mechanical Container is temporarily inaccessible, the Contractor shall promptly (i.e., within two (2) hours) notify the Customer by telephone concerning the Contractor's inability to provide Collection Service. The Contractor shall offer to provide Collection Service later the same Operating Day, whenever feasible. If it is not feasible, the Contractor shall leave a Non-Collection Notice and provide Collection Service on the next Operating Day.

#### **15.7 SET OUT REQUIREMENT FAILURE**

The Contractor shall notify the Director about any Customer that routinely fails to comply with the Set-Out requirements in this Agreement. For example, the Contractor shall notify the Director if a Residential Customer routinely places: (a) Garbage or Solid Waste in their Recycling Cart; or (b) Solid Waste from a business or commercial enterprise in a Garbage Can or Mechanical Container used for the Collection of Residential Waste.

#### **15.8 NON-COLLECTION NOTICE CONTENT**

The design and content of the Non-Collection Notices shall be developed by the Contractor but shall be subject to the approval of the Director. At a minimum, the Non-Collection Notices shall contain the following information: the issuance date; the Contractor's reason for not providing Collection Service; information advising the Customer how to correct the problem; and the telephone number to call if the Customer has any questions for the Contractor.

#### **15.9 COMMERCIALY REASONABLE MEASURES**

The Contractor shall take all commercially reasonable measures to collect a Customer's Solid Waste. For example, if a Residential Customer places Bulky Waste or Yard Trash at the Curbside, but also places a Plastic Bag filled with Garbage on top of the Bulky Waste or Yard Trash, the Contractor shall set aside the Plastic Bag and collect the other materials. However, if a Customer has comingled Garbage with Yard Waste or Bulky Waste to such an extent that it is not



practicable to remove the Garbage from the other materials, the Contractor shall (a) place a Non-Collection Notice on the materials and promptly notify the Director concerning the location of the combined materials or (b) collect the combined materials and manage it as Garbage. If the Contractor fails to do (a) or (b), the Contractor shall be required to collect the pile of combined materials pursuant to Section 15.1, above.

## **SECTION 16: PROCEDURES FOR MISSED COLLECTIONS**

Whenever the Director or designee informs (e.g., verbally or in writing) the Contractor about a Missed Collection, the Contractor shall promptly return to the Customer's Premises and collect all of the Residential Waste, Commercial Waste, and/or Recyclable Material (as the case may be) that has been Set Out for Collection. The Contractor shall collect such materials before the end of that Operating Day if the Contractor is notified before 12 p.m. (noon). If the Contractor is notified after noon, the Collection of such materials shall be completed before noon on the next Operating Day. Notwithstanding anything else contained in this Section 16, the Contractor shall comply with the requirements in Section 7.5.4 when responding to a Missed Collection regarding Yard Waste that is Set Out at Curbside by a Residential Curbside Customer. The contractor may be required to provide the City with video surveillance/evidence of the route to validate the complaint. The Contractor's responsibility is not waived should they inform the City of the missed collection.

## **SECTION 17: PROTECTION OF PRIVATE AND PUBLIC PROPERTY**

### **17.1 PROPERTY NAVIGATION CONDUCT**

The Contractor's employees shall not trespass on private property; provided, however, the Contractor's employees may walk on a Customer's property when necessary to provide Collection Service (e.g., Back Door Service) pursuant to this Agreement. At all other times, the Contractor's employees shall follow the sidewalks for pedestrians and shall not cross a Customer's property to an adjoining property, unless the occupants or owners of both properties have given permission. The Contractor's employees shall not loiter on or meddle with any property of any other Person.

### **17.2 PROPERTY DAMAGE**

The Contractor's employees shall not damage any public or private property, including but not limited to roads, driveways, sidewalks, utilities, trees, flowers, shrubs, grass, and Collection Containers.

### **17.3 NARROW AREA ETIQUETTE**

The Contractor shall not damage trees in the City. Among other things, the Contractor shall not drive large vehicles on narrow streets, or drive tall vehicles under overhanging limbs, where the vehicles will break or damage the tree limbs. The Contractor also shall not damage tree trunks or roots when collecting Yard Waste or other materials (e.g., when Collecting Yard Waste with a clamshell bucket).

#### **17.4 SOIL AND GRADE RESTORATION**

The Contractor shall promptly restore the soil and grade at any location where the Contractor's Collection of Yard Waste or other material creates a depression that is six (6) inches or more below the surrounding grade (e.g., when collecting Yard Waste with a clamshell bucket). The Contractor shall fill such depressions and restore the grade to match the surrounding area. The Contractor also shall replace any sod that was removed or killed by the Contractor's actions.

#### **17.5 ACCIDENT PROCEDURES**

The Contractor shall instruct its employees concerning the proper procedures to be followed when there is an accident involving damages to public or private property. At a minimum, if the Contractor's employee causes such damage, the employee shall immediately notify the Field Supervisor and the property owner. If the property owner is not known or readily identifiable, the driver shall leave a notice that includes the Contractor's name and telephone number.

#### **17.6 COSTS AND LIABILITIES**

The Contractor shall be responsible for all costs and liabilities associated with the repair, restoration, or replacement of any property that has been damaged by the Contractor's equipment, employees, or agents, to the extent that such damage was caused by or results from the negligent actions of the Contractor, its employees or agents. The Contractor shall promptly investigate and respond to any claim concerning property damage. If the Director or a Customer informs the Contractor before 12 p.m. (noon) concerning any such damage, the Contractor shall investigate and respond to the Director and Customer before the end of that day. If the Director or a Customer informs the Contractor after 12 p.m. (noon), the Contractor shall investigate and respond to the Director and Customer before noon on the next Operating Day. The City shall have the right, but not the obligation, to perform or arrange for a third party to perform the repair and restoration work, and then deduct the cost of the work from the City's payments to the Contractor. If the City wishes to exercise this right, the Director must provide notice to the General Manager within one (1) Operating Day after the Director receives the Contractor's response concerning the property damage. If the Director does not provide such notice, the Contractor shall repair any damage within three (3) Operating Days after the damage occurred, unless the Contractor requests and the Director grants an extension of time. If the Contractor fails to complete the repair or restoration work in compliance with the timetable specified herein, the City may perform or arrange for a third party to perform the work and then deduct the cost of the work from the City's payments to the Contractor. In all cases, the public or private property must be restored to a condition that is at least equal to the condition that existed before the damage occurred. Any disputes concerning the Contractor's obligations for the repair of property damages shall be resolved by the Director.

### **SECTION 18: CONTRACTOR'S ACCESS TO STREETS AND COLLECTION CONTAINERS**

### **18.1 PUBLIC ROADWAYS**

Except as otherwise provided herein, the Contractor shall have the right to use all of the public roadways in the City.

### **18.2 SUITABLE VEHICLES**

The Contractor shall use suitable vehicles and equipment (e.g., smaller trucks), as necessary, to provide Collection Service on narrow and dead-end streets, unpaved streets, private roads, and other areas where access is limited. For example, the Contractor may need to use smaller vehicles to provide Collection Service on the streets identified in Section 2.1.1, below.

### **18.3 TURN-AROUND ETIQUETTE**

The Contractor's vehicles shall not enter or drive upon any private driveway or Improved Property, to turn around or for any other purpose, unless the Contractor has received the owner's prior written permission to do so.

### **18.4 TRAFFIC ETIQUETTE**

The Contractor's vehicles shall not unreasonably interfere with vehicular or pedestrian traffic. The Contractor's vehicles shall not be left unattended on streets or alleys.

### **18.5 RIGHTS TO DENIAL OF ACCESS**

The City reserves the right to deny the Contractor's vehicles access to certain streets, alleys, bridges, and roadways when the City is repairing such areas, or the City otherwise determines it is in the public's best interest to restrict access. The City shall provide the Contractor with reasonable notice of such restrictions so that the City's action does not unduly interfere with the Contractor's normal operations.

### **18.6 BLOCKED SERVICE ROUTES**

If the Contractor cannot provide Collection Service to a Customer because a public or private street is temporarily closed to vehicular traffic, the Contractor shall return no later than the next Operating Day to provide service to the Customer. If the street is still closed at that time, the Contractor shall provide Collection Service to the Customer on the next Scheduled Collection Day.

### **18.7 INACCESSIBLE SERVICE ROUTE PROCEDURES**

If access to a street, alley, bridge, or public or private roadway becomes impassable or if access is denied for any reason, the Contractor shall work with the Customer to determine a mutually acceptable location for the Collection of the Customer's waste. If a mutual agreement cannot be reached, the Contractor shall provide Collection Service from the nearest public roadway that is accessible by the Contractor's Collection vehicle or from a location specified by the Director.

**18.8 SPECIAL SITUATIONS**

If the Contractor encounters a Customer or situation (e.g., dogs; narrow streets; low-hanging electrical wires) that prevents the Contractor from gaining the access needed to provide the Collection Services required in this Agreement, and the Contractor is unable to resolve the issue with the Customer, then the Contractor shall report the problem to the Director and the Director shall resolve the problem. The Contractor and the Customer shall take such action as the Director deems necessary and appropriate to enable the Contractor to provide Collection Service to the Customer.

**SECTION 19: THE CITY'S DESIGNATED FACILITIES**

**19.1 DELIVERY TO DESIGNATED FACILITY**

The Contractor shall deliver all of the Residential Waste, Commercial Waste, and Recyclable Materials collected pursuant to this Agreement to Designated Facilities. The Contractor also shall deliver to Designated Facilities all of the Recyclable Materials that the Contractor collects from any commercial business or entity (i.e., anyone other than a resident) located in the service area. These Recyclable Materials shall be delivered to a Designated Facility.

**19.2 DESIGNATED FACILITY FOR CLASS I MATERIALS**

The Designated Facility for Garbage and Rubbish is St. Lucie County's Class I landfill located at 6120 Glades Cut-off Road, Fort Pierce, Florida.

**19.3 DESIGNATED FACILITY FOR RECYCLABLE MATERIAL**

The Designated Facility for Recyclable Materials is St. Lucie County's materials recovery facility located at 6120 Glades Cut-off Road, Fort Pierce, Florida.

**19.4 DESIGNATED FACILITY FOR BULKY AND YARD WASTE**

The Designated Facility for Bulky Waste and Yard Waste shall be St. Lucie County's Solid Waste management facilities located at 6120 Glades Cut-off Road, Fort Pierce, Florida.

**19.5 MANAGER'S RIGHT TO FACILITY SELECTION**

The City shall have the right to select a different Designated Facility for the Recycling or disposal of any of the materials collected by the Contractor pursuant to this Agreement. If the Manager selects a different Designated Facility to replace one or more of the facilities designated in this Section 19, the Contractor shall continue to be paid the Rates approved herein, unless the newly Designated Facility is located more than twenty (20) miles from the City's administrative offices, which are located at 121 SW Port St Lucie Blvd, Port St. Lucie, Florida 34984. The twenty (20) mile distance shall be measured in a straight line (radius) from the City's administrative offices (i.e., not in highway miles). If the new Designated Facility is located beyond this distance, the City and the Contractor shall negotiate an appropriate adjustment in the Rates and, thereafter,

the Contractor shall be paid the adjusted Rates when the Contractor delivers Solid Waste or Recyclable Materials to the new Designated Facility. The adjustment shall be limited to the amount that the Contractor's transportation costs have increased as a result of having to transport the Solid Waste or Recyclable Materials more than twenty (20) miles to the new Designated Facility. For example, if the new Designated Facility is located twenty (20) miles from the City's administrative offices, the adjustment shall be based on the incremental cost of transporting the Solid Waste an additional five (5) miles. If the City and the Contractor are unable to negotiate a mutually acceptable adjustment to the Rates within ninety (90) days of the City's notice that it has selected a new Designated Facility, the Council may terminate this Agreement after giving at least ninety (90) days' written notice to the Contractor. If the Manager instructs the Contractor to deliver Solid Waste or Recyclable Materials to a Designated Facility that is located more than twenty (20) miles from the City's administrative offices and the City requires such deliveries to be made before the City and the Contractor have negotiated and approved a mutually acceptable adjustment to the Rates, the City shall pay the Contractor for the additional transportation costs the Contractor incurs when delivering such materials to the new Designated Facility. The City's obligation to pay such costs only applies to the extent that the transportation costs are reasonable, fully documented by the Contractor, and limited to the amount that the Contractor's transportation costs increase as a result of having to transport Solid Waste or Recyclable Materials more than twenty (20) miles to the new Designated Facility. If the new Designated Facility is located twenty (20) miles or less from the City's administrative offices, there shall be no increase in the Rates paid by the City.

## **SECTION 20: SPILLAGE AND LITTER BY CONTRACTOR**

### **20.1 NO SPILLAGE**

The Contractor shall not cause or allow any Solid Waste, liquid, or other material to be spilled, released, or otherwise dispersed in the City as a result of the Contractor's activities.

### **20.2 SPILLAGE CLEANUP**

The Contractor shall immediately pick up any spillage or litter from a Collection Container that is caused by the Contractor.

### **20.3 ENCLOSED VEHICLE USAGE**

When hauling or transporting any material over public roads in the City, the Contractor shall use a covered or enclosed vehicle or other device to prevent the material from falling, blowing, or escaping from the vehicle. If Solid Waste or any other material escapes from or is scattered by Contractor's vehicle for any reason, Contractor shall immediately stop and pick up such material.

### **20.4 RELEASE OF LITTER ETIQUETTE**

The Contractor's vehicles shall not release or cause litter in violation of the Florida Litter Law (Section 403.413, Florida Statutes) or the Ordinances. If litter is released or falls from the

Contractor's vehicle for any reason, the Contractor shall immediately stop the vehicle and retrieve the litter.

#### **20.5 FLUID CLEANUP**

The Contractor shall immediately clean up any oil, hydraulic fluid, or other liquid that leaks or spills from the Contractor's vehicles. The Contractor also shall repair any damage associated with such leaks or spills. The Contractor shall repave the damaged area if the Director concludes such action is necessary to repair the damage caused by the Contractor. The requirements in Section 17.6 shall apply to the Contractor's actions under this Section 20.5.

#### **20.6 NOTIFICATION OF CLEANUP**

If the Director or a Customer informs the Contractor before 12 p.m. (noon) that the Contractor has caused litter, or caused a leak or spill of Solid Waste, oil, hydraulic fluid, or other liquids or materials, the Contractor shall clean up the liquids and materials before the end of that Operating Day. If the Director or a Customer informs the Contractor after noon, the Contractor shall clean up the liquid or material before noon on the next Operating Day.

### **SECTION 21: EXEMPT WASTES AND RECOVERED MATERIALS**

#### **21.1 EXEMPT WASTE**

The following types of Exempt Waste are not subject to the Contractor's exclusive franchise under this Agreement. These Exempt Wastes may be collected by the owner or occupant of the Improved Property where the Exempt Waste is generated, or by their agent, and taken to any facility that is licensed to receive such materials. This Agreement does not prohibit the Contractor from collecting Exempt Waste as a Special Collection Service or otherwise, provided that the Contractor complies with all Applicable Law when collecting such material, but in no event shall the Contractor take title to or ownership of Exempt Waste.

- (a) Land Clearing Debris.
- (b) Yard Waste generated by a Commercial Lawn Care Company outside of a residential property.
- (c) Construction and Demolition Waste exceeding 2 cubic yards per service.
- (d) Roofing materials generated, collected, and transported by a roofing company.
- (e) Recovered Materials that are generated on Commercial Property and by the generator on the generator's Commercial Property.

- (f) Recyclable Materials that are generated by a Commercial Customer and separated from the Customer's Solid Waste by the Commercial Customer.
- (g) Any material that a Residential Customer generates and separates from their Solid Waste for Recycling, if that type of material is not recycled at the Designated Facility.
- (h) Excavated fill and earthen material.
- (i) Solid Waste and by-products generated from an industrial process.
- (j) Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- (k) Animal bedding, animal wastes, and other trash and materials resulting from farming, equestrian, or agricultural operations.
- (l) Wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts, including used oil, Tires, and lead-acid batteries.
- (m) Boats, boat motors, and boat trailers.
- (n) Disaster Debris.
- (o) Hazardous Material, Biomedical Waste, and Radioactive Waste.
- (p) Sludge.
- (q) Materials and wastes similar to those listed above, when designated by the Director.

## **21.2 COMMERCIAL ESTABLISHMENT RIGHTS**

Nothing contained in this Agreement restricts the right of a commercial establishment to sell or convey the establishment's Recovered Materials to a properly certified

Recovered Materials dealer that has satisfied the requirements in Section 403.7046, Florida Statutes.

## **SECTION 22: THE CONTRACTOR'S SAFETY PROGRAM**

### **22.1 SAFETY PLAN DEVELOPMENT**

The Contractor shall develop, implement, and maintain a written safety plan for all of its operations under this Agreement. The safety plan shall comply with the requirements in OSHA and Applicable Laws. No later than thirty (30) days after the Commencement Date, a written copy and an electronic copy of the safety plan shall be provided to the Director for informational purposes. The City's receipt of the safety plan shall not constitute the City's approval of the plan or the City's acquiescence concerning the appropriateness of such plan. The Contractor shall comply with its safety plan at all times.

### **22.2 QUALIFIED PERSONNEL APPOINTMENT**

The Contractor shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance.

### **22.3 SAFETY TRAINING FOR EMPLOYEES**

The Contractor shall provide routine safety training to all of its employees, in compliance with OSHA and all Applicable Laws. Refresher courses and supplemental training shall be provided as necessary. Documentation of the Contractor's training programs, and documentation of the successful training of each employee, shall be maintained on file and shall be provided to the Director upon request.

### **22.4 OSHA COMPLIANCE**

The Contractor and its employees shall comply with all OSHA regulations and Applicable Laws regarding personal protective equipment when performing work under this Agreement.

### **22.5 DRIVER INSTRUCTION**

The Contractor's employees shall be trained and instructed to drive in a safe, defensive manner. Among other things, the drivers of the Contractor's Collection vehicles shall be instructed that they shall not "text" or talk on their mobile devices while they are driving a Collection vehicle that is moving.

### **22.6 INJURIES**

The Contractor's safety plan shall include a written procedure for the immediate removal to a hospital or a doctor's care of any employee or other Person that is injured and requires medical assistance as a result of the acts or omissions of the Contractor.



## **22.7 SAFETY PLAN UPDATES**

The Contractor shall update its safety plan whenever there are changes in Contractor's operations. The Contractor shall deliver an updated safety plan to the Director within ten (10) days after the plan is updated.

## **SECTION 23: OWNERSHIP OF SOLID WASTE AND RECYCLABLE MATERIALS**

### **23.1 SOLID WASTE**

For the purposes of this Agreement, Solid Waste belongs to the Person generating such waste (i.e., the generator), until the Solid Waste is discarded by that Person. With regard to the Solid Waste collected by the Contractor under this Agreement, title to such waste shall pass to the City when the waste is collected by the Contractor. Nonetheless, the Contractor shall be solely responsible and liable for the proper handling and lawful management of such waste until it is delivered to and accepted by a Designated Facility. Upon acceptance, title to the waste shall pass to the owner of the Designated Facility.

### **23.2 RECYCLABLE MATERIALS**

Recyclable Materials shall belong to the generator until such materials are discarded by the generator and collected by the Contractor. When the Contractor collects Recyclable Materials on behalf of the City, title to such materials shall pass to the City when the materials are collected. Nonetheless, the Contractor shall be solely responsible and liable for the proper handling and lawful management of the Recyclable Materials until such materials are delivered to and accepted at a Designated Facility. Upon acceptance, title to the Recyclable Materials shall pass to the owner of the Designated Facility.

### **23.3 CONTRACTOR'S LIMITATIONS**

Notwithstanding anything else contained herein, with regard to the Solid Waste and Recyclable Materials collected by the Contractor pursuant to this Agreement, the Contractor shall not take, keep, process, alter, Recycle, sell, remove, or otherwise dispose of any such material without the prior written approval of the Director.

## **SECTION 24: COMPACTION OF RECYCLABLE MATERIALS**

The Contractor may compact Recyclable Materials while they are on board the Contractor's vehicles, provided that the compaction process and the density of the Load does not adversely affect the marketability of the Recyclable Materials. The current compaction rate of Recyclable Materials is 2000 to 2200 pounds per square inch (PSI) as established by the Designated Facility. If the compaction process or density adversely affects the marketability of the Recyclable Materials, as determined by the Director, the maximum allowable density may be reduced by the Director. There shall be no adjustment to the

Rate if the Director exercises his or her right to reduce the maximum allowable density of the Contractor's Loads of Recyclable Materials.

**SECTION 25:SET OUT PROCEDURES FOR CUSTOMERS**

The procedures and requirements established in this Section 25 shall be followed by the Contractor's Customers on and after the Commencement Date. However, the Contractor shall collect a Customer's Solid Waste and Recyclable Materials, even if the Customer fails to comply with one or more of the requirements in this Section 25, unless (a) the Director concurs in advance that the Contractor does not need to provide Collection Service to the Customer or (b) the Contractor places a Non-Collection Notice on the Customer's Collection Container and complies with the requirements in Section 15, above. The requirements in the City's Ordinances, including Chapter 60, Section 160.83 (Solid Waste), shall supplement the requirements contained herein.

**25.1 GENERAL PROCEDURES FOR ALL CUSTOMERS**

The following requirements and procedures shall apply to all Customers:

- 25.1.1 Garbage and other putrescible waste shall be placed in a Garbage Cart(s) before it is Set Out for Collection.
  
- 25.1.2 Recyclable Materials shall be Set Out in a Recycling Container. Recyclable Materials shall not be placed in the same Collection Container with Solid Waste.
  
- 25.1.3 Recyclable Materials shall not be Set Out in a Plastic Bag.
  
- 25.1.4 A Customer shall not overfill a Collection Container; the lid (if any) on a Collection Container shall be closed securely by the Customer.
  
- 25.1.5 A Customer shall not place their Solid Waste in another Person's Collection Container.
  
- 25.1.6 A Customer shall only Set Out for Collection the Solid Waste that the Customer generated. A Customer shall not Set Out for Collection any Solid Waste that was generated by another Person.
  
- 25.1.7 A Customer's Solid Waste shall be Set Out for Collection on the Premises where the Solid Waste was generated.

- 25.1.8 A Customer shall not Set Out Solid Waste for Collection on property that is not owned or occupied by the Customer, unless the Customer has received the prior approval of the owner or occupant of such property.
- 25.1.9 A Customer shall not exceed the cart's rated capacity (measured in pounds), as shown on the lid of the cart for Solid Waste. The weight of the materials placed in a Recycling Cart by a Customer shall not exceed the cart's rated capacity (measured in pounds), as shown on the lid of the cart.
- 25.1.10 If a Customer and the Contractor cannot agree upon an appropriate location to Set Out a Collection Container, the Director shall designate the point of Collection.
- 25.1.11 When necessary to carry out the purpose and intent of this Agreement, the Director may authorize the placement of a Collection Container at a location that is not on the Customer's Premises.
- 25.1.12 Each Garbage Cart, Recycling Cart, and Mechanical Container is subject to the City's approval.

## **25.2 SPECIFIC PROCEDURES FOR RESIDENTIAL CURBSIDE CUSTOMERS**

The following requirements and procedures shall apply to Residential Customers that receive Collection Service at Curbside.

- 25.2.1 Each Residential Curbside Customer shall Set Out their Garbage and Rubbish in Garbage Cart (s), which shall be placed at Curbside.
- 25.2.2 Residential Curbside Customers shall place their Yard Waste at Curbside for Collection. Leaves, twigs, and other small pieces of Yard Waste should be placed in Garbage Cans, biodegradable bags, or Plastic Bags. Larger pieces of Yard Waste shall be stacked neatly in a pile at Curbside. A Residential Curbside Customer may, but is not required to, tie larger pieces of Yard Waste in a bundle. Such Customers also may Set Out their natural Christmas trees at Curbside for collection with the Customer's Yard Waste. A Residential Curbside Customer shall not Set Out Land Clearing Debris.
- 25.2.3 Residential Curbside Customers shall Set Out their Recyclable Materials at Curbside in a Recycling Cart.

- 25.2.4 Each Residential Curbside Customer shall place their Garbage, Rubbish, Yard Waste, Bulky Waste, and Recyclable Materials at the Curbside before 7:00 a.m. on the Scheduled Collection Day for such materials but no sooner than 6:00 p.m. the night before collection as stated in the City Ordinance Section 50.06, as amended.
- 25.2.5 Any carpet Set Out for Collection at Curbside must be rolled and tied or otherwise bound.
- 25.2.6 Each Garbage Cart used by a Residential Curbside Customer must be one of the carts provided by the City/Contractor and hot-stamped or stenciled with the City's logo. Each Recycling Cart used by a Residential Curbside Customer must be one of the carts provided by the City/Contractor and hot-stamped or stenciled with the City's logo. Both Garbage cart and Recycling Cart specifications are as indicated in Exhibit 7.
- 25.2.7 A Residential Curbside Customer shall not Set Out Bulky Waste or Construction and Demolition Waste that was generated by a builder, building contractor, or privately employed handyman service while the Person was working for the Customer on the Customer's Residential Property, unless the quantity of such waste is less than two (2) cubic yards. All such wastes in excess of two (2) cubic yards must be removed from the Customer's property by the Person that generated the waste materials. If the Customer's contractor generates more than two (2) cubic yards of Bulky Waste or Construction and Demolition Waste, the Customer must use a Mechanical Container for the storage and Collection of such waste. A Residential Curbside Customer also shall not Set Out any such materials, regardless of the quantity, if the materials were generated on any other property, even if the other property is owned by the Residential Curbside Customer.
- 25.2.8 A Residential Curbside Customer may Set Out Construction and Demolition Waste pursuant to Section 7.4.2 only if the Customer generated the Construction and Demolition Waste while working on a "do-it-yourself" project and such material is no more than a total of two (2) cubic yards in size.
- 25.2.9 Residential Curbside Customers shall not place, mix, or commingle Garbage with Curbside piles of Bulky Waste or Yard Waste.

### **25.3 PROCEDURES FOR COMMERCIAL CUSTOMERS**

The following requirements and procedures shall apply to Commercial Customers.

- 25.3.1 Each Commercial Customer must have at least one Mechanical Container or Garbage Can for the Collection of their Garbage and Rubbish. If a Commercial

Customer receives Collection Service from the Contractor or any other Person for the Collection of Recyclable Materials or Recovered Materials, the Customer must have at least one container, cart, or can for the Collection of Garbage and Rubbish, and the Customer must have a separate container or cart for the Collection of Recyclable Materials or Recovered Materials.

- 25.3.2 Two (2) or more Commercial Customers may share the use of a Mechanical Container, subject to the requirements herein.
- 25.3.3 Each Commercial Customer shall place their Garbage and Rubbish in their Mechanical Container, or Garbage Cart.
- 25.3.4 All Collection Containers shall be placed in locations that are safely and readily accessible to the Customer and the Contractor's vehicles.
- 25.3.5 Each Mechanical Container shall be placed on a concrete or paved level surface. The approaches to the Mechanical Container must be capable of supporting the weight of the Collection vehicle.
- 25.3.6 The Collection of Bulky Waste for a Commercial Customer is a Special Collection Service, which is subject to Section 38.10, below. A Commercial Customer shall call the Contractor and schedule a time for the Collection of their Bulky Waste, if the Commercial Customer wishes to have the Contractor collect their Bulky Waste. A Commercial Customer shall not Set Out their Bulky Waste more than one day before such materials are to be collected. A Commercial Customer shall not place their Bulky Waste in a location that blocks the Contractor's access to a Mechanical Container serving the Commercial Customer or any other Person.

## **SECTION 26: COLLECTION CONTAINERS**

### **26.1 PURCHASE AND OWNERSHIP OF CONTAINERS**

- 26.1.1 Existing Garbage Carts – The City previously purchased Garbage Carts and distributed them to the Residential Customers in the defined service area. All of those Garbage Carts shall become the property of the City when this Agreement expires or terminates. At that time, title to the Garbage Carts shall be transferred automatically to the City, without any further action being taken by the Parties.
- 26.1.2 Existing Recycling Carts – The City previously purchased Recycling Carts that were distributed to the Residential Customers in the service area. All of those Recycling Carts shall become the property of the City when this Agreement expires or

terminates. At that time, title to the Recycling Carts shall be transferred automatically to the City, without any further action being taken by the Parties.

26.1.3 New Garbage and Recycling Carts for New and Existing Customers –The Contractor shall purchase, assemble, and deliver one (1) new Garbage Cart and one (1) new Recycling Cart to each Person that becomes a New Residential Curbside Customer in the service area on or after the Commencement Date. The Garbage and Recycling Carts shall be delivered within three (3) Operating Days after the New Customer or the Director requests the Contractor to deliver the carts. Each Garbage Cart shall have the capacity of ninety-six (96) gallons. Smaller Garbage Carts will be provided upon request Recycling Cart shall have a capacity of approximately sixty-four (64) gallons or thirty-five (35) gallons.

During the term of this Agreement, the Contractor shall purchase, assemble, and deliver: (a) new or refurbished Garbage and Recycling Carts to each Residential Curbside Customer in the defined service area whose Garbage or Recycling Cart were stolen, or damaged or worn beyond repair; (b) new Garbage and Recycling Carts for each Customer that wishes to purchase additional carts, pursuant to Section 38.9, below; and (c) new or refurbished Garbage and Recycling Carts for each Customer that wishes to exchange their carts pursuant to Section 26.4, below. For the purposes of this Section 26.1.3, a “refurbished” cart means a cart that was cleaned and repaired to “like new” condition.

The Contractor may provide Garbage Carts and Recycling Carts to its Commercial Customers. The Contractor also may provide Garbage and Recycling Carts to some or all of the Residential Customers that receive Collection Service with Mechanical Containers. The Contractor shall be responsible for purchasing, assembling, and delivering the Garbage and Recycling Carts to all such Customers.

Garbage and Recycling Carts purchased by the Contractor pursuant to this Agreement shall become the property of the City when this Agreement expires or terminates. Upon the expiration or termination of this Agreement, all Garbage and Recycling Carts held in the Contractor’s inventory for the City (e.g., carts that are hot-stamped or labeled with the City’s name or logo) shall be delivered to and become the property of the City. Title to all such carts shall be transferred automatically to the City, without further action by either Party, upon the termination or expiration of this Agreement.

26.1.4 Mechanical Containers – The Contractor shall provide Mechanical Containers to any Customer that wishes to use them if the Customer has a location where the containers can be placed in compliance with the requirements in this Agreement and the Ordinances. If the Contractor provides a Mechanical Container to a Customer, the Contractor may charge the applicable Rates for the Collection of

Residential Waste or Commercial Waste, as applicable. The Rates include the cost of leasing and using the Contractor's Mechanical Containers, except as otherwise provided in Exhibit 4. Notwithstanding the foregoing, the Contractor may negotiate and charge an appropriate fee for the use of its Compactors. The Contractor shall be responsible for the purchase or lease of all Mechanical Containers that the Contractor is required to provide to Customers and the City under this Agreement. Mechanical Containers purchased by the Contractor shall remain the property of the Contractor, until the containers are sold.

A Customer may own its Compactor and attached Roll-Off Container or lease a Compactor and attached Roll-Off Container from a Person other than the Contractor, if the Compactor and Roll-Off Container are compatible with and can be serviced by the Contractor's equipment. In such cases, the Compactor and attached Roll-Off Container shall remain the property of the Customer. Notwithstanding the provisions of Section 32.1, below, the term of the Contractor's lease agreements for Compactors may extend beyond the term of this Agreement.

## **26.2 MAINTENANCE AND REPAIR OF CONTAINERS**

26.2.1 Garbage Carts – Each Customer shall be responsible for cleaning and maintaining their own Garbage Carts. Garbage Carts shall be maintained in good condition.

26.2.2 Recycling Carts – Each Customer shall be responsible for cleaning and maintaining their Recycling Carts, if any, and keeping the carts in a sanitary condition.

The Contractor shall be responsible for purchasing and repairing all of the Garbage and Recycling Carts that the City/Contractor provides to new Customers and replacements of previously provided carts. The Contractor shall procure, and maintain at all times, an adequate supply of spare parts (e.g., wheels, lids) to ensure the prompt repair of these Garbage and Recycling Carts. The Contractor shall repair or replace any such cart no later than three (3) Operating Days after (a) the Contractor observes that the cart is defective or (b) the Contractor is informed by a Customer or the Director that the cart needs to be repaired or replaced.

26.2.3 Mechanical Containers – The Contractor shall maintain each of its Mechanical Containers in good working order at all times to ensure continuous and efficient Collection Services. The Contractor shall procure, and maintain at all times, an adequate supply of spare parts for its Mechanical Containers. The Contractor shall maintain and repair each Mechanical Container as needed to ensure that the container is free from holes, broken hinges, broken doors or door fasteners, broken wheels, broken lids, or other defects. Mechanical Containers shall be kept painted (with the exception of containers made of plastic, aluminum, stainless steel, or other materials that do not readily accept paint), and shall be kept free from graffiti, at all times so the containers do not become a detriment to the community.

Mechanical Containers shall be washed by the Contractor on a regular basis, as necessary, to minimize the potential for odors and nuisance conditions. The Contractor shall promptly replace, repair, paint, clean, wash, and otherwise maintain a Mechanical Container when requested to do so by the Director, pursuant to Section 27.6.2, below.

Each Customer shall be responsible for cleaning, maintaining, and repairing any Mechanical Container that the Customer owns, as well as any Mechanical Container the Customer leases from a Person other than the Contractor.

If a Mechanical Container is damaged or otherwise in need of repair, the Contractor shall provide a front-load Mechanical Container within three (3) Operating Days after receiving a request for such service from a Customer. In the alternative, the Contractor may provide a Roll-Off Container, if the use of such container is approved by the Director. In all cases, the Contractor shall promptly provide assistance to ensure uninterrupted service to the Customer.

### **26.3 STORAGE, DISTRIBUTION AND REPLACEMENT OF CONTAINERS**

26.3.1 Garbage Carts – Each Customer shall be responsible for storing their Garbage Carts.

26.3.2 Recycling Carts – Each Customer shall be responsible for storing their Recycling Carts.

The Contractor shall be responsible for purchasing Garbage and Recycling Carts pursuant to Section 26.1.3, above. These new carts shall be delivered by the Contractor to the Residential Customers and Commercial Customers without charge to the City or the Customer. The Contractor also shall purchase, assemble, and deliver a new Garbage or Recycling Cart for each Customer that wishes to purchase an additional cart pursuant to Section 38.9, below. The Contractor shall deliver the carts to the Customer within three (3) Operating Days after the Contractor receives a request for them from the Customer or the Director.

No later than the Commencement Date, the Contractor shall coordinate with the Director to ensure that the Contractor orders and maintains an inventory of Garbage and Recycling Carts in City of Port St. Lucie that is sufficient to satisfy the Contractor's obligations under this Agreement. Until the carts are delivered to Customers, the Contractor shall be responsible for the storage of the Garbage and Recycling Carts.

26.3.3 Mechanical Containers – The Contractor shall be responsible for the storage, distribution, and replacement of its Mechanical Containers. The Contractor shall



provide a Mechanical Container within three (3) Operating Days after receiving a request for a Mechanical Container from the Director or a Customer.

- 26.3.4 Collection Containers Damaged by Contractor – The Contractor shall repair or replace a Customer’s Collection Container within three (3) Operating Days after being informed by the Director or a Customer that the Customer’s Collection Container was damaged by the Contractor. Any replacement shall be similar in style, material, quality, and capacity to the Customer’s original container.

## **26.4 EXCHANGE OF CARTS AND CONTAINERS**

Subject to the conditions herein, the Recycling Carts provided by the Contractor to Residential Curbside Customers shall be approximately sixty-four (64) gallons in size. However, the Director may require the Contractor to provide Recycling Carts that are approximately thirty-five (35) gallons in size to an individual Customer or a subdivision, in cases where the Director concludes it would cause a hardship or otherwise be inappropriate to use the larger cart. However, in cases where a larger recycling cart has been requested, the Contractor will exchange with a (96) gallon cart. The number of exchanges for (96) gallon carts shall not exceed 400 per operating year.

Subject to the conditions herein, the Contractor shall deliver a different Recycling Cart to any Customer that wishes to exchange their cart for one that is a different size. However, the Contractor shall not charge a delivery fee if a Residential Curbside Customer delivers their cart to the Contractor’s local office.

The Contractor shall exchange a Mechanical Container when an exchange is requested by the Director or a Customer, if the Contractor has the requested size in stock. The Contractor shall deliver the requested container within three (3) Operating Days after receiving the Customer’s request. There shall be no charge for exchanging a Mechanical Container.

## **26.5 TECHNICAL SPECIFICATIONS FOR COLLECTION CONTAINERS**

- 26.5.1 Garbage Carts – The Garbage Carts provided by the Contractor shall comply with the size, color, and technical specifications established by the Director. In general, the carts shall: (a) have a nominal rated capacity of approximately ninety-six (96), sixty-four (64) gallons, or thirty-five (35) gallons, as applicable; (b) be hot-stamped or labeled with the City’s logo, in accordance with the specifications provided by the Director; and (c) be compatible with the hydraulic lifting and dumping mechanism mounted on the Contractor’s Collection vehicles. Each cart shall have a flat area on the top (outside) of the lid, which shall be at least eight (8) inches by sixteen (16) inches in size and suitable for the placement of informative stickers or decals. The Contractor’s name and/or logo shall not appear on Garbage or Recycling Carts.

- 26.5.2 Recycling Carts – The Recycling Carts provided by the Contractor shall comply with the size, color, and technical specifications established by the Director. In general, the carts shall: (a) have a nominal rated capacity of approximately sixty-four (64) or thirty-five (35) gallons, as applicable; (b) be hot-stamped or labeled with the City’s logo, in accordance with the specifications provided by the Director; and (c) be compatible with the hydraulic lifting and dumping mechanism mounted on the Contractor’s Collection vehicles. Each cart shall have a flat area on the top (outside) of the lid, which shall be at least eight (8) inches by sixteen (16) inches in size and suitable for the placement of informative stickers or decals. The Contractor’s name and/or logo shall not appear on Recycling Carts.

Each cart in each size category shall be uniform with regard to color, volumetric capacity, dimensions, finished surfaces, and hot stamping/labeling.

Each Garbage or Recycling Cart shall be constructed to prevent the intrusion of water and animals, with covers that are free from sharp edges, and without any inside structures that prevent the discharge of its contents. The Contractor shall replace the labels on the Recycling Carts on an as-needed basis, subject to the Director’s approval. The Contractor shall provide the Director with the manufacturer’s specification sheets for the Garbage or Recycling Carts before the Contractor orders the carts from the manufacturer.

- 26.5.3 Warranty for Carts –The Contractor is responsible for providing Garbage and Recycling Carts to all Customers as needed for the duration and any extensions of this Agreement. The City shall not be affected by warranty issues or concerns between the Contractor and the Recycling Cart manufacturer.

- 26.5.4 Mechanical Containers – Mechanical Containers supplied by the Contractor shall be in good condition and shall be subject to the approval of the Director. Mechanical Containers shall have attached lids, unless the Director approves a different design for a particular use, or they are open top Roll-Off Containers used for the Collection of Construction and Demolition Waste. Mechanical Containers shall have solid, durable sides and bottoms. Each Mechanical Container (except open top Roll-Off Containers) shall have a heavy-duty removable plug in the bottom. The Contractor shall provide and install casters and locking devices for each Mechanical Container, upon the request of the Director or a Customer.

## **SECTION 27: CONTRACTOR’S VEHICLES AND COLLECTION EQUIPMENT**

### **27.1 GENERAL REQUIREMENTS FOR CONTRACTOR’S VEHICLES AND COLLECTION EQUIPMENT**

- 27.1.1 The Contractor shall purchase or lease, and maintain and repair, all of the vehicles and equipment necessary to provide Collection Service in compliance with the

approved Collection schedules, and otherwise promptly and efficiently comply with the requirements in this Agreement. The Contractor's vehicles and equipment shall be compatible (in size, type, and weight) with, and appropriate for, the areas where such vehicles and equipment are used as designated by the Director. Smaller vehicles or specialty equipment shall be used in areas where narrow streets, unmaintained roads, low hanging limbs or electrical wires, or other obstructions preclude the use of the Contractor's normal vehicles and equipment.

27.1.2 Contractor's Collection vehicles and equipment shall be a standard product of a reputable manufacturer so that continuing service, and the supply and delivery of spare parts, may be ensured. Replacement parts do not need to be a product of the same manufacturer as the original parts.

27.1.3 All of Contractor's Collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.

27.1.4 Each Collection vehicle shall fully enclose the Contractor's Load. Each Collection vehicle shall have a fully enclosed metal top, a tarpaulin cover, or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The top, tarpaulin, or net shall be kept in good working condition and shall be free from tears and holes. The Contractor shall use the cover and shall fully enclose the Contractor's Load at all times when the vehicle's speed exceeds twenty (20) miles per hour and at other times when necessary to prevent the Contractor's Load from blowing out of the vehicle.

27.1.5 Within twelve (12) months of the commencement of this Agreement, all Collection vehicles shall be painted a uniform color and in a uniform style. All Collection vehicles shall have painted sides, wraps, or signs on two (2) sides, stating "Proudly Serving City of Port St. Lucie" or alternate language approved by the Director.

27.1.6 Advertising shall not be allowed on the Contractor's vehicles, Collection Containers, or equipment used to provide Collection Service in the City.

27.1.7 All residential collection trucks shall have the City's designated customer service phone number as approved by the city.

27.1.8 All commercial collection trucks shall have the Contractor's local office phone number as approved by the city.

## **27.2 DEDICATED FLEET FOR CITY**

The Contractor shall maintain a dedicated fleet of vehicles for the City's benefit. The vehicles used to provide Collection Services under this Agreement shall not be used to collect Solid Waste or Recyclable Materials outside of the service area. Vehicles used outside of the defined service area shall not be used to provide Collection Services pursuant to this Agreement unless the Contractor receives the Director's prior written approval for such use.

## **27.3 AGE OF CONTRACTOR'S COLLECTION VEHICLES**

At the Commencement Date of this Agreement no Collection vehicle used by the Contractor under this Agreement shall be more than ten (10) years old, unless it is used only as a reserve vehicle. Reserve vehicles shall not be more than ten (10) years old. The age of a vehicle shall be calculated from the model year of the vehicle. If a Collection vehicle is replaced during the term of this Agreement, the replacement vehicle shall be new (i.e., the then current model year). The Director may waive one or more of the age requirements in this Section 27.3 if the Contractor demonstrates to the Director's reasonable satisfaction that a Collection vehicle is capable of providing safe and reliable service (e.g., the vehicle recently was refurbished satisfactorily, or the vehicle has very little wear and tear).

## **27.4 ANCILLARY EQUIPMENT IN CONTRACTOR'S VEHICLES**

27.4.1 All vehicles used to provide Collection Services under this Agreement shall be equipped at all times with: (a) all safety equipment required by Applicable Laws; (b) a functional fire extinguisher; (c) a shovel and broom; (d) a spill response kit; (e) a functional and audible back-up warning device; and (f) a functional back-up camera. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Contractor's Collection vehicles.

27.4.2 All vehicles used to provide Collection Services under this Agreement shall be equipped with a two-way radio, cellular telephone, laptop or other equipment appropriate for communications between the vehicle operator, the Field Supervisor, and the Division Manager.

27.4.3 Within twelve (12) months of the commencement of this Agreement, all of the Contractor's Collection vehicles shall be equipped with Global Positioning Systems ("GPS") that identify and record the locations of the vehicles when they are being used to provide Collection Services under this Agreement. The locations shall be recorded at least once every five (5) seconds. The Contractor shall provide its GPS logs, records, and access to the system to the Director, upon request, in compliance with the requirements in Section 33.2.10, below.

27.4.4 Within twelve (12) months of the commencement of this Agreement, all of The Contractor's Collection vehicles shall also be equipped with a surveillance system when being used to provide Collection Services under this Agreement.

**27.5 RESERVE VEHICLES AND EQUIPMENT**

27.5.1 The Contractor, in its Collection Plan, shall demonstrate sufficient reserve vehicles and equipment available to complete each Route in compliance with the schedules established pursuant to this Agreement. The use of reserve vehicles and equipment shall include, but not be limited to occasions when front-line vehicles and equipment are out of service, or when delays will prevent front-line vehicles and equipment from completing their Routes within the established hours of Collection.

27.5.2 The reserve vehicles and equipment shall be ready to go into service within two (2) hours of any breakdown or delay experienced by a front-line vehicle. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced.

**27.6 MAINTENANCE AND CLEANING**

27.6.1 The Contractor shall keep all Collection vehicles, Mechanical Containers, and equipment cleaned and painted to present a pleasing appearance at all times. All Collection vehicles and Mechanical Containers used primarily for the Collection of Garbage shall be washed thoroughly and sanitized with a suitable disinfectant and deodorant at least once each week unless the Director approves an alternate cleaning schedule. Other Collection vehicles and Mechanical Containers shall be cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions.

27.6.2 The Contractor's Collection Plan must include a schedule for cleaning, painting and maintaining each Collection vehicle and Mechanical Container. At a minimum, the Contractor shall maintain each Collection vehicle and Mechanical Container in compliance with the manufacturer's recommendations.

27.6.3 The Contractor shall monitor, maintain, and repair its Collection vehicles and equipment to prevent fuel, lubricants, and other liquids from leaking or spilling. Oil and hydraulic systems, and waterproof seals and enclosures, on the Contractor's vehicles and equipment shall be kept in good repair at all times to prevent leaks and spills.

27.6.4 Upon the request of a Customer or the Director, the Contractor shall provide a new or reconditioned Mechanical Container to replace a Mechanical Container used by the Customer or the City. However, the Contractor is not required to provide a new Mechanical Container to a Customer more than one time during any Operating Year, unless the Director instructs the Contractor to do so.

## **27.7 IDENTIFICATION OF CONTRACTOR'S VEHICLES AND EQUIPMENT**

27.7.1 Within twelve (12) months of the commencement of this Agreement, the Contractor's name and telephone number shall be displayed at all times, in letters at least four (4) inches high, on the driver's side and the passenger's side of each of the Contractor's vehicles used to provide Collection Service. Truck identification numbers shall be displayed at all times, in letters at least four (4) inches high, on all four (4) sides of all vehicles used to provide Collection Services.

27.7.2 Within twelve (12) months of the commencement of this Agreement, all of the Contractor's vehicles used to provide Collection Services shall display information identifying the type of material (e.g., Solid Waste or Recyclable Materials) being collected. The information shall be displayed at all times, on the driver's side and the passenger's side of the vehicle body, in letters at least four (4) inches high. Upon the Director's request, the Contractor's vehicles also shall display information promoting the City's Solid Waste, litter removal, and Recycling programs. The information displayed on the Contractor's vehicles shall be subject to the approval of the Director and the Contractor, which approval shall not be unreasonably delayed or withheld.

27.7.3 Within twelve (12) months of the commencement of this Agreement, the Contractor shall label each Mechanical Container with the Contractor's name and telephone number, and the identification number for the Mechanical Container. The labels shall be comprised of letters and/or numbers that are at least four (4) inches high. The labels shall be placed on the front of each Mechanical Container. The label must be readily visible when the Mechanical Container is placed at a Customer's site. The labels must be painted or permanently affixed to the Mechanical Container and legible at all times.

## **27.8 COMPLIANCE WITH THE LAWS APPLICABLE TO VEHICLES**

27.8.1 At all times, the Contractor and its employees shall operate and maintain all Collection vehicles and equipment in compliance with all Applicable Laws.

27.8.2 At all times, the Contractor shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under Applicable Laws.

27.8.3 All vehicles and equipment shall be operated in compliance with the Florida Uniform Traffic Control Law, Chapter 316, Florida Statutes, and the Ordinances.

## **27.9 CITY'S RIGHT TO INSPECT CONTRACTOR'S VEHICLES AND EQUIPMENT**

27.9.1 The Director may inspect the Contractor's vehicles, equipment, licenses, and

registrations at any reasonable time, without providing advance notice of the inspections. The City has the right, but not the obligation, to inspect each Collection vehicle each day, prior to its use in the City.

- 27.9.2 The Director has the authority to require the Contractor to immediately remove from service any Collection vehicle, Collection Container, or equipment that is leaking or spilling fluids, Solid Waste, or other materials. The Director also may require the Contractor to immediately clean, wash, paint, repair, or otherwise maintain any Collection vehicle, Collection Container, or other equipment. If the Director requests such action, the Contractor shall comply with the Director's request within one (1) Operating Day or the Contractor shall take the vehicle, container, or equipment out of service until the requested work can be completed. Further, the Director may require the Contractor to pressure spray and promptly clean any location where one of the Contractor's vehicles or Collection Containers leaked fluids or spilled Solid Waste and thereby stained soils or pavement or created an odorous or nuisance condition.

#### **27.10 LOCAL STORAGE AND REPAIR OF CONTRACTOR'S VEHICLES**

Within twelve (12) months of the commencement of this Agreement, the Contractor shall provide a storage yard, garage, and maintenance facility that enables all-weather, year-round maintenance operations for the vehicles and equipment used pursuant to this Agreement. On and after the Commencement Date, the Contractor's storage yard, garage, and maintenance facility must be located within a thirty (30) mile radius of the City's municipal boundaries. The Contractor shall not use City property to store, wash, repair, or maintain any vehicles or equipment.

### **SECTION 28: CONTRACTOR'S PERSONNEL**

#### **28.1 GENERAL REQUIREMENTS**

The Contractor shall use competent, qualified, sober personnel to provide the services required by this Agreement. The Contractor shall devote sufficient personnel, time, and attention to its operations under this Agreement to ensure that its performance will comply with the requirements herein.

#### **28.2 DIVISION MANAGER**

The Contractor shall appoint a Division Manager to serve as agent and liaison between its organization and the City and shall notify the City in writing of such appointments. The Division Manager shall be the Contractor's primary point of contact with the City for all technical and administrative matters pertaining to this Agreement. The Division Manager and the Field Supervisor(s) must have at least five (5) years of prior managerial experience providing residential and commercial services in a community that is comparable in size to the City. The Division Manager must have the authority to make significant decisions concerning the day-to-

day operation of Contractor's programs under this Agreement. The Division Manager must have direct access to the Contractor's management for resolving problems beyond the Division Director's authority. At all times during the term of this Agreement, the Division Manager must be immediately accessible to the Manager by telephone and electronic mail. The Division Manager shall be responsible for overseeing and implementing the Contractor's performance under this Agreement.

### **28.3 FIELD SUPERVISOR**

The Contractor shall designate two or more Field Supervisors, who shall directly oversee the Collection Services provided under this Agreement. The Field Supervisor(s) must have the experience described in Section 28.2, above. The Field Supervisor(s) shall have immediate access to an automobile or truck between 6:00 a.m. and 7:00 p.m., every Operating Day, so the Field Supervisor can respond to problems and other events affecting the Contractor's performance under this Agreement. At all times during the term of this Agreement, the Director shall be provided immediate access to the Field Supervisor(s) by telephone and electronic mail.

### **28.4 EMPLOYEE CONDUCT**

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

### **28.5 EMPLOYEE IDENTIFICATION**

The Contractor shall furnish each employee with an appropriate means of identifying him or her as an employee of the Contractor (e.g., a shirt or uniform with a name tag and company logo). The Contractor's employees shall wear the identification at all times while on duty. The Director has the right to approve the identifiers or identification furnished by the Contractor.

### **28.6 ATTIRE FOR EMPLOYEES**

The Contractor's employees shall wear proper attire at all times when working under this Agreement. Proper attire shall consist of appropriate pants or shorts, a shirt or uniform with the Contractor's name or logo, and boots or similar footwear. The Contractor's employees shall wear reflective vests, back braces, goggles, and other safety equipment, if required by Applicable Law.

### **28.7 REMOVAL OF EMPLOYEES**

The Director reserves the right to disapprove and request removal of any Contractor personnel assigned to the City's work. Such disapproval or request shall be for reasonable cause only. The Director shall meet with the Contractor's Division Manager to discuss the Director's concerns before the Director requests the Division Manager to take any action concerning any employee.



Notwithstanding the foregoing, the Contractor shall not be required to take any action with regard to the Contractor's personnel that would violate any Applicable Law. Notwithstanding anything to the contrary in Section 51, below, or elsewhere in this Agreement, the Contractor shall defend, save, and hold the City harmless from and against any and all legal actions or other proceedings brought by any employees so removed.

## **28.8 EMPLOYEE TRAINING AND LICENSES**

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

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

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

## **28.9 CONTRACTOR'S COMPLIANCE WITH LABOR LAWS**

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

## **28.10 LEGAL STATUS OF CONTRACTOR'S EMPLOYEES**

A Person employed by the Contractor shall not be entitled to any rights or privileges granted by the City to the City's employees, such as the City's retirement, workers' compensation, unemployment compensation, civil service, or other employee benefits. The Contractor shall have the sole responsibility for paying any wages and providing any employment benefits to the Contractor's employees.

## **28.11 SUBCONTRACTORS AND TEMPORARY LABOR**

To the greatest extent practicable, the Contractor shall provide all of its Collection Services within the City by using permanent employees of the Contractor. The Contractor shall minimize and, if possible, eliminate the use of temporary labor for the provision of Collection Services. No subcontractors or temporary labor shall be used to provide Collection Services without the prior approval of the Director.

## **28.12 DRUG-FREE WORKPLACE**

The Contractor shall make a good faith effort to promote and maintain a drug-free workplace. The Contractor shall publish a statement notifying its employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace. The statement shall specify the actions that will be taken against employees for violations of this prohibition. A copy of this statement shall be provided to each employee that will be engaged in providing services under this Agreement.

## **SECTION 29: CONTRACTOR'S LOCAL OFFICE**

### **29.1 CUSTOMER SERVICE AND DISPATCH OFFICE**

Within twelve (12) months of the execution of this Agreement, the Contractor shall maintain a local customer service representative in St. Lucie County. The Contractor's office shall be open for business at least from 8:00 a.m. to 5:00 p.m., Monday through Friday. However, the Contractor's office does not need to be open on Holidays. Contractor shall be required to have a manned complaint center during all hours of operation. No mechanical or electronic substitution shall be permitted, nor shall the use of an answering service be permitted in place of Contractor personnel.

### **29.2 PROPER STAFFING AND EQUIPMENT**

The Contractor's office shall be equipped with sufficient personnel and equipment to document and timely respond to all inquiries, issues, and Legitimate Complaints raised by the City or Customers. A responsible, experienced person shall be present and in charge of the office during all business hours. The Contractor's office staff shall be familiar with the City and the Contractor's obligations under this Agreement.

### **29.3 TOLL-FREE NUMBER**

The Contractor shall have a toll-free telephone number for calls from Customers in the City. The Contractor's telephone system shall have the capacity to receive multiple telephone calls simultaneously. All calls concerning complaints shall be answered by a Person located in the Contractor's local office. The Contractor's telephone number shall be listed in the Contractor's webpage and telephone directories in the City. The Contractor shall use an answering service to receive and record messages when the office is closed, or the Contractor is receiving more calls than its staff can answer.

### **29.4 EMERGENCY CALL PROCESS**

The Contractor shall establish a process for receiving and handling emergency calls, both during and after normal operating hours. The Contractor's process shall ensure that a Customer receives an immediate response after reporting an emergency. Such process shall be subject to the Director's approval.

## **29.5 TWO-WAY COMMUNICATION SYSTEM**

The Contractor's office shall be equipped with a two-way communication system that can be used to promptly contact the Director, the Contractor's Division Manager, the Contractor's Field Supervisor, and all of the Contractor's Collection vehicles.

## **29.6 LOCAL OFFICE SOLID WASTE AND RECYCLING CART STOCK**

A sufficient number of Solid Waste Recycling Carts shall be stored at the Contractor's local office to ensure that the Contractor can replace or exchange any cart that is required by a new customer or replaced due to damage.

# **SECTION 30: CUSTOMER RELATIONS**

## **30.1 HANDLING CUSTOMER COMPLAINTS AND REQUESTS**

30.1.1 The Contractor shall be responsible for receiving all complaints and requests from the City. If the Contractor receives a complaint or a request from the City, the Contractor shall enter the complaint or request into the Contractor's electronic tracking system pursuant to Sections 30.1.4 or 30.1.5, as applicable, and then the Contractor shall promptly initiate its response.

30.1.2 The Division Manager or their designee shall determine initially whether a Customer's complaint is a Legitimate Complaint. If there is a dispute with the Customer or uncertainty, the Contractor shall notify the Director and the Director shall make the final determination as to whether a Customer's complaint is a Legitimate Complaint. Legitimate Complaints include but are not limited to:

- Missed Collections;
- Failure to respond to Missed Collections in compliance with the requirements of this Agreement;
- Mishandling of Solid Waste, Recyclable Materials, or Collection Containers;
- Failure to maintain vehicles, Collection Containers, or equipment in compliance with this Agreement;
- Damage to public or private property;
- Failure to pick up litter;
- Failure to obey traffic regulations; and
- Discourteous treatment of Customers.

- 30.1.3 The Contractor shall take whatever steps are necessary to promptly remedy the cause of a Legitimate Complaint. If the Contractor is informed about a Legitimate Complaint before 12 p.m. (noon) on an Operating Day, the Contractor must remedy the complaint before the end of that day. If the Contractor is informed about a Legitimate Complaint after noon on an Operating Day, or at any time on a Sunday or Holiday, the Contractor must remedy the complaint before noon on the next Operating Day. The Contractor may request, and the Director shall grant additional time to remedy a Legitimate Complaint when the Contractor uses its best efforts to correct the problem but is unable to do so within the time provided herein. Failure to resolve a complaint shall result in an appropriate assessment as described in Section 44.4. Notwithstanding anything else contained herein, the Contractor must collect all of a Residential Curbside Customer's Yard Waste in compliance with the deadlines in Section 7.5.5, even if the City and Customer do not inform the Contractor about the problem.
- 30.1.4 The Contractor must establish a real-time, web-based system for tracking all complaints and requests. The Contractor shall enter each complaint or request into the Contractor's electronic tracking system within one hour after the Contractor receives the complaint or request; however, if complaints are received when the Contractor's local office is closed, the issue shall be entered into the electronic tracking system within two (2) hours after the office reopens on the next Operating Day. The Contractor shall configure the system in a manner that allows the Director to: (a) access the system and monitor events from the City's computers; (b) identify the locations of the Customer complaints in real time on a street map; and (c) compare current and historical complaints, by type of complaint and by location. The Contractor's system shall provide immediate notice to the Director when a complaint is entered into the Contractor's tracking system. The format of the information collected in the electronic tracking system shall be subject to the Director's approval. With the Director's approval, the electronic tracking system may be used as the Contractor's complaint log, pursuant to Section 33.2.6, below. This tracking system shall be fully operational no later than the Commencement Date.
- 30.1.5 The Contractor shall establish a real-time, web-based system for receiving and tracking a Customer's request for service. The Contractor's web-based system shall be designed to enable the Director and Customers to easily submit requests for service and receive prompt responses from the Contractor. The web-based system shall be available to all Customers. The Contractor shall closely monitor such requests and shall provide initial responses no later than the next Operating Day after receiving a request from a Customer or the City. The Contractor's system shall provide immediate notice to the Director when a Customer submits a request to the Contractor. This tracking system shall be fully operational no later than the Commencement Date.
- 30.1.6 With regard to the computer systems required pursuant to Sections 30.1.4 and 30.1.5, above, the Contractor is encouraged but not required to design its systems to enable the City to view the current status of their complaints and requests on-line.

## **30.2 DISPUTE RESOLUTION PROCESS FOR CUSTOMERS**

- 30.2.1 The Contractor shall promptly notify the Director whenever the Director needs to resolve a dispute between a Customer and the Contractor, including but not limited to disputes concerning the proper interpretation and implementation of this Agreement and the Ordinances. The Contractor also shall promptly notify the Director about any disputes with a Customer that the Contractor has not been able to resolve within two (2) Operating Days after receiving the Customer's complaint.
- 30.2.2 The Director shall notify the Contractor and the Customer in writing concerning the Director's decision about the disputed issues.
- 30.2.3 The Contractor and Customer shall have three (3) Operating Days to comply with the Director's decision or, in the alternative, provide the Director with a written request for a hearing before the Manager.
- 30.2.4 If a written request is filed, the Manager, or designee shall act upon such request within thirty (30) days of receipt of such request. The City shall provide the Contractor and the Customer an opportunity to present their arguments and evidence concerning the relevant issues. The City shall notify the Customer and the Contractor in writing concerning the City's decision. The City's decision shall be final and shall not be subject to further appeal within the City.

## **SECTION 31: CONTRACTOR'S RELATIONSHIP WITH THE CITY**

### **31.1 AVAILABILITY OF CONTRACTOR'S REPRESENTATIVES**

The Contractor shall cooperate with the City in every reasonable way to facilitate the successful completion of the activities contemplated under this Agreement. The Director shall have twenty-four (24) hour access to the Contractor's Division Manager and Field Supervisor via telephone and electronic mail from the City. Answering machines, pagers, or other devices that do not provide for immediate contact with the Contractor's Division Manager and Field Supervisor shall not satisfy the requirements of this Section 31.1. The Contractor's Division Manager shall meet with the Director within five (5) Operating Days after receiving a request for a meeting to discuss the Contractor's performance under this Agreement or other issues of concern to the Director.

### **31.2 DIRECTOR'S REVIEW OF CONTRACTOR'S PERFORMANCE**

The Director or the Director's designee is hereby designated as the public official responsible for the day-to-day administration of this Agreement by the City. The Contractor shall diligently work with the Director to formulate and adopt procedures that will facilitate the Contractor's performance under this Agreement and the Director's review of the Contractor's work.

### **31.3 CITY'S RIGHT TO INSPECT CONTRACTOR'S OPERATIONS**

The City shall have the right to inspect the Contractor's facilities and operations at any reasonable time to determine whether the Contractor's performance complies with the requirements of this Agreement. The Contractor shall make its facilities and operations available for the City's inspection and shall cooperate fully. The City is not obligated to provide advance notice of its inspections.

### **31.4 CITY'S RIGHT TO APPROVE**

Whenever this Agreement authorizes the City or one of its representatives (e.g., the Director) to approve a request by the Contractor, the City shall have the right to withhold its approval until the Contractor submits all of the information needed to evaluate the Contractor's request. The City shall fairly and objectively evaluate the information provided by the Contractor, as well as any other relevant facts. However, the City shall have the exclusive right to weigh the relevant facts and determine whether the approval of the Contractor's request is consistent with the requirements in this Agreement and the public interest.

### **31.5 THE CITY'S RIGHT TO REQUIRE PERFORMANCE**

The City shall have the right to take all steps necessary to ensure the Collection of Solid Waste in the service area. If the Director instructs the Contractor via the Regional Manager to collect Solid Waste pursuant to this Agreement and the Contractor fails to do so within twenty-four (24) hours after the Contractor receives the Director's request, the City may collect such material using its own resources or by using a third-party vendor. The City may deduct the cost of collecting such material from the City's monthly payments to the Contractor if the Contractor was obligated under this Agreement to collect the Solid Waste. If the Contractor collects the Solid Waste pursuant to the request of the Director and it is subsequently determined that the Contractor was not obligated to do so under this Agreement, the City shall pay the reasonable, documented, out-of-pocket costs incurred by the Contractor for such services.

## **SECTION 32: CONTRACTS FOR COMMERCIAL COLLECTION SERVICE**

### **32.1 CONTRACTS FOR COMMERCIAL COLLECTION SERVICE**

The Contractor shall enter into a service contract with each New Customer before the Contractor provides Commercial Collection Service to that Customer. During the Transition Period, the Contractor shall use its best efforts to enter into service contracts with all existing Commercial Customers (i.e., Customers receiving Collection Service from the Contractor before the Commencement Date).

The Contractor shall prepare a standard form that the Contractor shall use as its service contract with Commercial Customers. The proposed form shall be provided to the Director for approval no later than the Commencement Date, pursuant to Section 5.1(d), above, and whenever the Contractor proposes to change the form's content. The terms and conditions contained in the

form shall be consistent with the requirements in this Agreement; the service contract shall not contain any requirements or fees that are not authorized in this Agreement. The term of the service contract shall not extend beyond the term of this Agreement, except as otherwise provided in Section 26.1.4, above. The Director shall have the authority to approve the Contractor's service contract, or require additions, deletions, or changes to the language therein, including changes to the disclosure statement provided below. The Contractor's service contract shall identify: (a) the service(s) that will be provided to the Customer; (b) the size and type(s) of Collection Container(s) that will be used; (c) the frequency of Collection Service; (d) the Scheduled Collection Day(s); (e) the Rates for the services that will be provided; and (f) the total amount to be paid each month by the Customer. The service contract also shall contain the following disclosure statement, unless alternate language is approved by the Director:

#### REGULATION BY CITY

This contract for the collection of solid waste is regulated by City of Port St. Lucie. If you have questions or concerns regarding the terms in this contract, you may call FCC Environmental Services Florida, LLC or the City at (772) 871-5010 for assistance.

#### COMPACTORS AND ATTACHED ROLL-OFF CONTAINERS

You may provide your own compactor and roll-off container for the collection of the solid waste you generate, if your compactor and container are the type that can be serviced by FCC Environmental Services Florida, LLC's collection equipment. In the alternative, you may obtain a compactor and mechanical container from FCC Environmental Services Florida, LLC. In all cases, the compactor and mechanical container must be maintained in a safe, sanitary, serviceable condition by the owner of the compactor and mechanical container.

#### RATES FOR SERVICES

The City has approved standard rates for the collection of solid waste and for certain special services. Under this contract, you will pay the following rates for the Contractor's services. However, the City has the right to review and approve any charge the Contractor wishes to impose for any service. You may call FCC Environmental Services Florida, LLC or the City if you have questions about any of the rates.

### **32.2 DISCLOSURE OF FEES FOR COMMERCIAL COLLECTION SERVICE**

The Contractor's service contract shall identify all of the services that the Contractor will provide to the Commercial Customer and all of the associated Rates. No fees or charges may be collected

from any Commercial Customer unless such fees and charges were disclosed to that Customer before the Contractor provided its services. If a dispute arises with a Customer concerning the Contractor's Rates, the Contractor will not be entitled to payment unless the Contractor demonstrates that it has a service contract with the Customer and the Contractor fully disclosed its Rates to the Customer prior to providing its Collection Service.

### **32.3 ADVANCE PAYMENTS FOR NEW CUSTOMERS**

At its option, the Contractor may inform a New Customer that Commercial Collection Service cannot be provided to the Customer until the Contractor receives an advance payment equal to the value of the Commercial Collection Service that will be provided to the Customer for one (1) month. The Contractor is not required to provide Collection Service to a New Customer until the Contractor receives an appropriate advance payment from the Customer.

### **32.4 INITIATION OF SERVICE TO A COMMERCIAL CUSTOMER**

On and after the Commencement Date, the Contractor shall provide its Collection Services to each existing Commercial Customer in the service area. Thereafter, the Contractor shall provide its Collection Services for Commercial Waste within two (2) Operating Days after the Contractor receives a request for service from a New Customer that has signed a service contract with the Contractor and paid the applicable fee to the Contractor for Collection Service.

### **32.5 TERMINATION OF SERVICE TO A COMMERCIAL CUSTOMER**

Subject to the conditions in this Section 32.5, the Contractor may terminate Collection Service to a Commercial Customer based on the Customer's failure to pay the Contractor's bills for Collection Service. However, the Contractor shall not terminate Collection Service to a Customer unless: (a) the Contractor provides written notice to the Customer warning the Customer of the potential termination of service, at least fourteen (14) days before the Contractor terminates service; and (b) the Customer's bill is at least forty-five (45) days overdue when service is terminated. The Contractor also must provide written notice to the Director at least fourteen (14) days before service is terminated to the Customer. Upon being notified, the City shall take whatever action it deems appropriate to enforce compliance with the City's Ordinances. If Collection Service is terminated, the Contractor may remove its Collection Containers and other equipment from the Customer's Premises.

## **SECTION 33: RECORD KEEPING AND REPORTING**

### **33.1 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS**

33.1.1 The Contractor shall be solely responsible for keeping all of the records and documents necessary to demonstrate that Contractor has performed its duties in compliance with the requirements in this Agreement. The Contractor's records shall be accurate, well-organized and up to date at all times. The Contractor's records concerning its performance under this Agreement shall be kept in the



Contractor's local office for three (3) years following the expiration or termination of this Agreement, or pursuant to the applicable records retention schedule contained in Florida Statute Chapter 119, whichever is longer. If there is a question concerning the applicability of Chapter 119 or the corresponding record retention schedule, the contractor is obligated to consult the City Clerk and preserve the records accordingly

33.1.2 All of the Contractor's reports to the City shall be submitted in an electronic (digital) format that is compatible with the City's software (currently Microsoft). Hard copies also shall be provided, if requested by the Director or if they are expressly required herein. The format and content of the Contractor's reports are subject to the Director's approval. The reports shall be signed by the Division Manager or other duly authorized representative of the Contractor.

33.1.3 The Contractor shall prepare the records and logs identified in Sections 33.2 of this Agreement.

33.1.4 All of the Contractor's logs shall be maintained in an electronic database that is compatible with the City's software systems. The database shall be available for inspection by the City at any time during normal business hours. Upon request, the information in the logs shall be provided to the Director within five (5) Operating Days. The general format and content of the Contractor's logs shall be subject to the Director's approval.

### **33.2 SPECIFIC RECORD KEEPING REQUIREMENTS**

33.2.1 Collection Service Log – The Contractor shall maintain records and a log concerning all of the Collection Services the Contractor provides to each Customer in the service area, including Residential Customers, Commercial Customers, and Customers receiving Collection Service for Construction and Demolition Waste. At a minimum, the records shall identify: the name and telephone number of each Customer; the street address where each Customer receives Collection Service; the mailing address of each Customer; the Contractor's account number for each Customer; the type of service provided to each Customer; the date(s) when service was provided; the size of, and frequency of Collection for, the Mechanical Containers (if any) used by the Customer; and the Collection Services (e.g., Special Collection Services; Back Door Service), if any, for which the Customer must pay additional fees. The Contractor shall summarize its records in a log.

33.2.2 Solid Waste Disposal Log – The Contractor shall maintain records and a log concerning all of the Solid Waste it collects in the service area, including the materials collected for the City pursuant to Section 35. The records shall identify the amount of Solid Waste collected and the locations where the Solid Waste was taken for disposal, as documented by scale house tickets and receipts. The records

shall address each Load of Solid Waste for each Collection vehicle for each Operating Day. These records shall be summarized in a log.

- 33.2.3 Recyclable Materials Log – The Contractor shall maintain records and a log concerning all of the Recyclable Materials it collects in the service area, including the materials collected for the City pursuant to Section 35 and the Recyclable Materials collected from commercial businesses in the incorporated areas of the City. The records shall identify the amount of Recyclable Materials collected and the locations where the Recyclable Materials were taken for processing, as documented by scale house tickets and receipts. The records shall address each Load of Recyclable Materials for each Collection Vehicle for each Operating Day. These records shall be summarized in a log.
- 33.2.4 Vehicle Maintenance Log – Upon request, the Contractor shall keep maintenance records and a log for each vehicle used for Collection Service. At a minimum, the log shall show: the identification number for the vehicle; the date and description of all routine maintenance activities; and the date and description of all repairs.
- 33.2.5 Non-Collection Notice Log – The Contractor shall maintain records and a log of all occasions when the Contractor issued Non-Collection Notices. The log shall include: the date when the notice was issued; the Customer's street address; and the reason for the Non-Collection Notice.
- 33.2.6 Complaint Log – The Contractor shall maintain records and a log of all complaints and requests. The log shall include: the date and time when the Contractor was notified by the City or Customer; the Customer's street address; a description of the complaint; whether the complaint was a Legitimate Complaint as stipulated in Section 30; the date and time when the complaint was resolved; and a description of how the complaint was resolved.
- 33.2.7 Request Log – The Contractor shall maintain records and a log of all requests. The log shall include: the date and time when the Contractor was notified by the City or Customer; the Customer's street address; a description of the request; whether the request was a Legitimate Request; the date and time when the request was resolved; and a description of how the request was resolved.
- 33.2.8 Property Damage Log – The Contractor shall maintain records and a log concerning all accidents and events when Contractor's employees, vehicles, or equipment caused an injury to any Person or domestic animal, or damage to any public or private property. At a minimum, the log shall include: the date and time when the event occurred; the address where the event occurred; a description of the event; the vehicle or equipment number, and/or the name of the employee involved in the

event; the name and address of the Person suffering the injury or damage; a description of the injury or damage suffered; and a description of how and when the matter was resolved.

33.2.9 Cart Log – The Contractor shall maintain records and a log concerning the Garbage and Recycling Carts that are provided by the Contractor pursuant to this Agreement. At a minimum, the log shall identify: the number of carts provided to Residential Curbside Customers each Operating Month; the size of each cart delivered to a Customer; the number of carts in the Contractor’s inventory, identified by size; the number of carts replaced because they were damaged or worn beyond repair; and the number of carts replaced under warranty. The log shall identify the address of each Customer that received a cart, and the serial number of each cart that was provided to each Customer. The log also shall identify the name and address of each Person that purchased a cart pursuant to Section 38.9, below.

33.2.10 GPS and Surveillance System Records – Upon commencement of this Agreement, Contractor shall maintain records and a log concerning the Global Positioning Systems (“GPS”) data and Surveillance System footage that is obtained from the Collection vehicles used by the Contractor to provide Collection Services under this Agreement. The Contractor shall maintain the GPS and Surveillance System logs and records for each Collection vehicle for at least twelve (12) Operating Months after the GPS data Surveillance System footage was obtained and pursuant to section 33.2.10 herein. The records shall reflect a “ping rate” of every five (5) seconds for the GPS data. Upon the Director’s request, the Contractor’s records shall be provided to the City in CSV or ASCII tabular format and shall contain columns for longitude/latitude coordinates, as well as time and date stamps. Other formats may be acceptable with the prior approval of the Director. Upon request, the GPS data and/or Surveillance System footage shall be provided to the City within five (5) Operating Days; however, the Contractor shall use its best efforts to produce the data quicker if the data and/or footage are needed to evaluate a Legitimate Complaint concerning the Contractor’s performance under the Agreement.

### 33.3 MONTHLY REPORTS

33.3.1 The Contractor shall submit monthly reports to the Director. The reports shall be submitted no later than the fifteenth (15th) calendar day of each Operating Month during each Operating Year, except during the First Operating Month. At a minimum, the monthly report shall contain the following information for the previous month: (a) the total quantity of each type of Residential Waste (e.g., Garbage; Bulky Waste, Yard Waste) delivered to each Designated Facility pursuant to this Agreement; (b) the total quantity of Commercial Waste delivered to the Designated Facility pursuant to this Agreement; (c) the total quantity of Construction and Demolition Waste delivered to each Designated Facility pursuant to this Agreement; (d) the total quantity of Recyclable Material delivered to each Designated Facility; (e) the amount of Solid Waste and Recyclable Material (if any) delivered to other facilities; (f) the number of Missed Collections; (g) a summary of

each accident involving personal injuries or property damage; (h) the total number of Legitimate Complaints; (i) the total number of requests; (j) the total number of sixty-four (64) gallon Recycling Carts and the total number of thirty-five (35) gallon and ninety-six (96) gallon Recycling Carts that were delivered to Customers during the month.

33.3.2 The monthly report shall include any information requested by the Director to enable the City to comply with Chapter 403 and 119, Florida Statutes, or other Applicable Laws concerning Recycling rates, Recycling goals, Solid Waste management programs, or similar matters.

33.3.3 Whenever the Contractor submits a monthly report to the City, the Contractor also shall submit a signed written statement from the Division Manager or their designee, verifying that the monthly report is accurate in all respects. The Division Manager or their designee also shall verify in each monthly report that: (a) all of the Solid Waste and Recyclable Material collected by the Contractor under this Agreement has been delivered to a Designated Facility, except as otherwise noted in the report; and (b) the Contractor's monthly report accurately accounts for all such deliveries.

#### **33.4 ANNUAL REPORTS**

The Contractor shall submit an annual report to the Director no later than thirty (30) calendar days after the end of each Operating Year. At a minimum, the annual report shall include the following information: (a) annualized information for all items required in the monthly reports; (b) an updated list of all vehicles and equipment used to provide Collection Service under this Agreement; (c) an updated description and inventory of the equipment, facilities, manpower, and other resources available for emergency conditions; (d) a trend analysis and overall evaluation of the number and types of Legitimate Complaints received by the Contractor on a monthly and annual basis during the term of this Agreement; (e) a corrective action plan for systemic and chronic problems, if any; (f) an updated Collection Plan; (g) an updated Contingency Plan; (h) an updated Safety Plan; (i) a summary of all accidents involving personal injuries or damage to public or private property during the prior year; and (j) a list of the vehicles, if any, that will be replaced in the upcoming year to comply with the requirements in Section 27.3, above.

#### **33.5 ACCIDENT REPORTS**

The Contractor shall notify the Director of any accidents involving the Contractor's employees, vehicles, or equipment that occur while the Contractor is performing services under this Agreement and (a) result in personal injuries or damage to public or private property or (b) require notification to a regulatory agency under Applicable Laws. In all such cases, notice shall be provided via electronic mail to @cityofpsl.com and to the Director within six (6) hours of the accident. Upon request, a more complete written report shall be provided to the Director and the City's Risk Management Division within one (1) Operating Day of the accident date. If any

issues are unresolved at that time, a subsequent report shall be provided to the Director within two (2) Operating Days following the ultimate disposition of the case. The initial notice and subsequent written reports shall include the date and time of the event, a description of the event, an estimate of the damages and injuries (if any) caused by the event, and a description of how the event and any associated damages and injuries were handled or will be handled.

### **33.6 CITY'S RIGHT TO INSPECT AND AUDIT CONTRACTOR'S RECORDS**

The Contractor shall cooperate with the Director and provide every reasonable opportunity for the City to ascertain whether the duties of the Contractor are being performed properly. The Contractor shall promptly provide any information regarding the services provided by the Contractor under this Agreement, in addition to the information required explicitly by this Agreement, that the Director or the Contractor deem relevant under the circumstances.

The City shall have the right to inspect, copy, and audit, at the City's expense, all of the Contractor's records, including phone records, concerning the Contractor's services under this Agreement, except the Contractor's confidential personnel records and the Contractor's confidential profit and loss statements unless Florida law provides otherwise. The Contractor's records shall be made available for inspection in the Contractors Local Office during normal business hours, or the records shall be submitted to the City in an electronic (digital) format, within five (5) Operating Days after the Director requests the records.

### **33.7 PUBLIC'S RIGHT TO INSPECT CONTRACTOR'S RECORDS**

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

- a) Keep and maintain public records required by the City in order to perform the service;
- b) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

During the term of the Agreement, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports shall be subject to the approval of the City. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Agreement. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the contractor does not transfer the records to the City.

Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK**

**121 SW Port St. Lucie Blvd.**

**Port St. Lucie, FL 34984**

**(772) 871 5157**

**[PRR@cityofpsl.com](mailto:PRR@cityofpsl.com)**

### **33.8 AUDITS**

At Contractor's expense, for the term of this Agreement, annual audits shall be made by as agreed to by both the City and the Contractor. Such audits shall set forth a statement of gross receipts of the Contractor for services rendered under this Agreement, and a statement of the expenses incurred with sufficient detail to indicate the origin of such expenses. The first performance period to be audited for the above stated purpose shall be September 5, 2022 to September 30, 2023. Unless the Contractor so consents, this portion of the audit shall not be the basis for the adjustment of any rate set by this Agreement and is intended to be utilized by the City, acting by and through its City Manager, in monitoring and supervising the performance of the Contractor. Said annual audits shall include an audit

of the actual residential refuse and yard debris disposal costs of Contractor in disposing of residential garbage and residential yard trash in performance of this Agreement. This portion of the audit shall be the basis of establishing the disposal cost rate to be charged single-family residences and apartments served as single-family residences for the year following the last day of the audit period and shall not be the basis of any upward or downward adjustment of the disposal cost rate charged during the period audited. Such adjustment in the disposal cost shall only occur if the audited amount of refuse and yard waste disposed of exceeds the previous year by 10%. Said annual audits shall also include the actual commercial disposal costs. Said audit shall also provide the following information: Total revenues collected by Contractor for collection, disposal, and revenues received disposing of recyclables. Amount of franchise fee paid to City by Contractor and its sufficiency. Disposition of recyclable revenue pursuant to contract.

The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the City throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

## **SECTION 34: PUBLIC NOTICES**

The Contractor shall provide the following notices and educational services to help inform the public about the City's Solid Waste management system. The Contractor shall work closely with the City when preparing the notices, educational materials, and promotional information required pursuant to this Section 34. The design and content of the notices, educational materials, and promotional information shall be subject to the Director's prior approval. The Contractor shall be responsible for all expenses associated with designing, printing, and delivering the notices and otherwise providing the educational services required herein. The Contractor will coordinate with the Director to ensure that all of the notices required herein are posted on the Contractor's webpage.

### **34.1 NOTICES FOR NEW CUSTOMERS**

At the Customer's request, the Contractor shall mail or deliver appropriate informational materials for each New Customer that are approved by the City. At a minimum, the notice for New Customers shall (a) identify each of the Scheduled Collection Days for the Customer receiving the notice, (b) summarize the applicable Set Out requirements, and (c) include other educational and promotional information provided to the Contractor by the Director. The notice

also may provide other relevant information concerning the Contractor's services.

#### **34.2 NOTICES CONCERNING PERMANENT CHANGES IN COLLECTION SCHEDULES**

The Contractor shall design, print, and deliver a notice to each Residential Customer and each Commercial Customer that will be affected by a permanent change in the Scheduled Collection Days that will occur after the Commencement Date. An electronic (digital) copy of the draft notice shall be submitted to the Director for review and approval at least thirty (30) days prior to the printing and delivery of the notice. The City-approved notice shall be delivered to the affected Customers at least five (5) days before the Contractor changes its Scheduled Collection Days. The Contractor also shall place the notice on the Contractor's website at least fifteen (15) days before the permanent change.

### **SECTION 35: CONTRACTOR'S SERVICES FOR THE CITY**

#### **35.1 GENERAL REQUIREMENTS**

Subject to the conditions contained herein, the Contractor shall provide Collection Services for the City, without charge, at certain City facilities and other public locations designated by the Director. The Contractor also shall collect litter and non-hazardous Solid Waste at illegal dump sites on public property. The Contractor shall be solely responsible for all of the costs and expenses associated with these services, including the cost of Collection, Tipping Fees, and the cost of purchasing, delivering, maintaining, and using Collection Containers.

With regard to the Contractor's services for the City, the Director shall determine: (a) the size of the Collection Containers that shall be provided by the Contractor; (b) the frequency of Collection Service for each Collection Container; (c) the location where the Collection Container will be placed by Contractor; and (d) the types of Collection Containers to be used. The Director shall have the right to increase or decrease the number of Collection Containers at any location, as well as the right to add new locations for the placement of Collection Containers.

At a minimum, the Contractor's Collection Services for the City's properties and facilities shall be provided in compliance with the following requirements:

- (a) Garbage and Rubbish shall be collected once each week;
- (b) Recyclable Materials shall be collected once each week; and
- (c) Mechanical Containers shall be emptied by the Contractor whenever the Mechanical Containers are full.



If the Director informs the Contractor before 12 p.m. (noon) that a Mechanical Container used by the City is full, the Contractor shall empty the container on the same day. If the Director informs the Contractor after noon, the Contractor shall empty the Mechanical Container before noon on the next Operating Day. The Contractor shall increase the size of the Collection Container or the frequency of Collection Service for any Collection Container if the Director determines the current level of service is inadequate.

### **35.2 PROPERTY OWNED, LEASED, RENTED, AND CONTROLLED BY THE CITY**

The City shall have the right to use regular commercial type trash and recycling containers with covers, or other appropriate containers which have been placed at property owned, leased, rented and/or controlled by the City for use by the public including city streets and parks. This includes service at trash receptacles along sidewalks, at bus shelters and passive park areas identified by the City for service by the Contractor. The Contractor shall service these areas as directed by the City but not less than twice per week. The Contractor agrees to assist the City by restocking pet waste bag dispensers as needed while servicing public use containers. Overflowing cans or drums will be picked up including any litter in the vicinity of the Container. The City shall be permitted to increase the number of containers at various locations, without charge, as determined by the City. The City shall be responsible for purchasing, installing, maintaining, and replacing the trash and recycling receptacles to be used. The Contractor shall promptly notify the Director if one of the City's receptacles or containers needs to be repaired or replaced. At no cost to the City, the Contractor shall provide refuse collection and recycling services to all facilities of the City of Port St. Lucie in the amount, location, and frequency designated by the Manager. The Contractor shall provide all containers and units necessary to provide said service at no cost to the City of Port St. Lucie.

### **35.3 COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS AT CITY FACILITIES**

The Contractor shall provide for the Collection of the Garbage, Rubbish, and Recyclable Materials generated on any property that is owned, occupied, leased, or controlled by the City at any time during the term of this Agreement. Exhibit 5 identifies the City properties that, as of the Effective Date, shall receive Collection Service. Exhibit 5 also identifies the type and frequency of Collection Service to be provided to each City property, beginning on the Commencement Date. The Contractor's obligations under this Section 35.3 include the Collection of Garbage, Rubbish, and Recyclable Materials that are collected by the City at other locations as a result of the City's operations and then transported to the City properties identified in Exhibit 5. The Director may add properties to Exhibit 5 if the properties are acquired, occupied, leased, or controlled by the City after the Effective Date. The Director shall provide advance notice to the Contractor concerning any properties that will be added to Exhibit 5 and the Director shall designate a reasonable date for the commencement of the Contractor's Collection Services at such properties.

### **35.4 COLLECTION SERVICES FOR COMMUNITY EVENTS**

The Contractor shall provide Collection Service for all Community Events that are designated by the Director each Operating Year. The Contractor also shall provide Collection Containers, including Recycling Containers, for each of the Community Events. The Director shall designate

the number, size, and types of containers required for each event, and the locations where the containers will be placed.

### **35.5 COLLECTION OF LITTER AND ILLEGAL DUMPING**

The Contractor shall collect litter and other non-hazardous Solid Waste at illegal dump sites when such services are requested by the Director. The Contractor shall provide these services no later than the next Operating Day after receiving the Director's request. However, this Section 35.5 does not require the Contractor to collect: (a) more than five hundred (500) pounds or one hundred (100) cubic feet of litter or other non-hazardous Solid Waste at any location; (b) any single piece of litter or Solid Waste that weighs more than fifty (50) pounds; or (c) any litter or Solid Waste that is more than fifty (50) feet from the edge of the nearest road or public right-of-way.

### **35.6 EDUCATIONAL ACTIVITIES**

The Contractor shall prepare a Public Awareness Program, and present it for approval by the City in October of each year that informs residential and commercial customers of the requirements for the solid waste, vegetative waste and recycling collection program that shall include, but not be limited to, brochures and other materials approved by the City, as well as by distributing door hangers, stickers, flyers, or other medium (including social media) for distribution to residential and commercial customers as requested by the City. The City may assist the Contractor with promotion of the recycling programs. The Contractor will work with the City in the design of promotional events and educational programs and the preparation of the above-referenced promotional materials. However, the City's contribution shall be subject to budget, review, and approval by the City. The Contractor will distribute written service information to the residential participants on a periodic basis. The Contractor further agrees to conduct presentation for schools, civic groups, homeowners' associations, and other appropriate citizens' groups, to be determined by the City. The Contractor's financial responsibility shall be limited to reimbursing the City for its commercial printing costs for printed informational materials regarding the Solid Waste and Recycling Collection Program. The Commercial Recycling customer will also be notified by the Contractor about special commercial recycling events, workshops, educational forums and symposiums, and other activities, as requested, City personnel may be available to assist the Contractor's marketing staff in expanding commercial marketing service.

In the event that the Contractor will utilize social media to inform the public of events, promotions or changes in service, or the like, the Contractor agrees to timely respond to the public feedback on such social media platforms and bring to the attention of the City any potential issues or concerns. The Contractor agrees to work with the City on content for such social media posting if necessary.

### **35.7 ANNUAL PERFORMANCE SURVEY**

The Contractor will provide a statistically valid customer satisfaction survey for each Operating Year by the end of each calendar year with the results to be shared with the Manager. The survey shall include a sampling of not less than 400 residential and commercial customers. The

Contractor shall work with the City to establish an agreed-upon format. The Contractor agrees that the City reserves the right to review and edit any content provided to the public on its behalf. The Contractor will also provide the City with an annual performance report indicating the results of the customer satisfaction survey.

### **35.8 CUSTOMER NOTIFICATION SERVICES**

The Contractor will have in place a process to notify customers of service delays and changes using an alert notification system. The Contractor will also institute a text messaging number for customers to use to contact the Contractor for immediate updates. The Customer shall be able to subscribe to the alert notification system and obtain the text message number from the Contractor's website.

### **35.9 ROADKILL/DEAD ANIMAL PICKUP**

The Contractor shall pick up dead birds, animals, snakes, fish, turtles, and reptiles from public rights-of-way, playgrounds, and all City-owned property within the same business day after notification by the Director or his designee. The Contractor shall make every effort to pick up dead animals proactively without the City having to request this service. Dogs, cats and other domesticated animals may be picked up by the Contractor if requested by the City's Animal Control Division or the Director. For the safety of the employees involved, the Contractor may request traffic assistance in the performance of this duty and the City shall provide such assistance to facilitate the work of the Contractor at no charge to the Contractor.

### **35.10 CITY CUSTOMER SERVICE REPRESENTATIVE**

Starting on the effective date of this Agreement, the Contractor shall employ, provide, and maintain a customer service representative placed within City Hall in order to more effectively and efficiently address Customer concerns on a full-time basis. The customer service representative must have access to any and all software and programs available in the Contractor's main office location. Placement of the customer service representative provided by the Contractor shall be at the discretion of the Manager.

### **35.11 ADDITIONAL SERVICES**

- a) Required cooperation with law enforcement agencies in the investigation of criminal cases as directed by the Manager or designee.

## **SECTION 36: CONTRACTOR'S EMERGENCY SERVICES**

### **36.1 COLLECTION OF GARBAGE AFTER A DISASTER**

Following a hurricane, tornado, or other natural or manmade disaster, the Contractor shall use its best efforts to immediately collect, by any means available, all of the Garbage that is Set Out by Customers. This shall be the Contractor's primary responsibility until the Contractor is able

to provide Collection Services on a routine basis, as determined by the Director. The Contractor shall use its best efforts to resume its Collection Services for Bulky Waste, Yard Waste, and Recyclable Materials on the Scheduled Collection Days as soon as possible after being directed to do so by the Director. Until the Contractor resumes normal Collection Service, the Contractor's work for the City shall be the Contractor's highest priority and it shall take priority over the Contractor's work for any Person that is a member of the private sector.

## **36.2 EMERGENCY VARIANCES IN ROUTES AND SCHEDULES**

In the event of a hurricane, tornado, or other natural or manmade disaster, the Director may grant the Contractor a variance from the Contractor's regular Routes and schedules. Requests for a variance shall be submitted in writing to the Director. If the Contractor's request is granted, the Contractor shall furnish a map depicting the revised Routes and shall provide the revised schedules in writing. Thereafter, the Contractor shall contact the Director on a daily basis and describe the status of the Contractor's efforts to provide Collection Service and resume the use of normal Routes and schedules.

## **36.3 COLLECTION OF DISASTER DEBRIS**

36.3.1 This Agreement does not give the Contractor the right to collect Disaster Debris. The City has negotiated a special rate with the Contractor if the City wishes to utilize the Contractor's services for the Collection of Disaster Debris; the rate is identified in Exhibit 4. Nothing herein shall require the City to utilize the services of Contractor, or prevent the City from hiring another Person, to collect Disaster Debris.

36.3.2 If the Federal Emergency Management Agency declares that City of Port St. Lucie is a federal disaster area, the City shall be primarily responsible for the Collection of Disaster Debris in the service area, subject to the conditions contained herein. The City may use its staff and/or any other Person to assist the City with the Collection of Disaster Debris. The City shall make a good faith effort to collect and remove the Disaster Debris generated by the federally declared disaster. The City shall have the sole authority to determine the extent of the clean-up that will be conducted by the City and its agents. When the City's tasks under this paragraph have been completed, as determined by the Director, the Director shall notify the Contractor to resume all of its normal Collection Services. Thereafter, the Contractor shall collect the garbage that is set out for Collection and the Contractor shall be paid the Rates set forth in Exhibits 2, 3, and 4 for Collection Services.

36.3.3 In any post storm period under a local State of Emergency, and only as directed by the City, the Contractor agrees to collect Storm Debris for which the City agrees to compensate the Contractor per ton for bulk removal of both natural and manmade material above and beyond the preceding 3-month average. This rate shall be for the collection of storm debris and not inclusive of disposal. If applicable, this Storm Debris Collection will be recouped pursuant to Federal Emergency Management

Agency (FEMA) requirements included in Exhibit 6 and any subsequent changes to Federal Law.

#### **36.4 CONTRACTOR'S CONTINGENCY PLAN**

The Contractor shall develop a Contingency Plan, which shall describe the Contractor's plan of action in the event that an emergency or other situation renders the Contractor's operations yard or equipment unusable or prevents the Contractor's drivers from reporting for work. The Contingency Plan shall describe the steps that the Contractor will take to avoid interruptions or reductions in Collection Service under such circumstances. The Contingency Plan must be submitted to the Director on or before the Commencement Date, in compliance with the schedule in Section 5.1(h). The Contingency Plan shall be updated annually, if necessary, and resubmitted to the Director (a) with the Contractor's annual report and (b) within ten (10) days after the plan is revised by the Contractor. The Contingency Plan and all revisions to the plan are subject to the Director's right, but not the obligation, to review and comment.

#### **36.5 CITY'S EMERGENCY MANAGEMENT MEETINGS**

If requested by the Director, the Contractor shall attend the City's emergency management and disaster preparedness meetings and shall provide the City with any materials that may be useful to the City's efforts, including but not limited to Collection schedules and Routes. The Director shall notify the Contractor of the date, time, and location of the meetings, and shall identify any necessary materials that are to be provided by the Contractor.

### **SECTION 37: RATES FOR CONTRACTOR'S SERVICES**

#### **37.1 UNIFORM RATES FOR ALL COLLECTION SERVICES**

The Rates in Exhibits 2, 3, and 4 are the maximum amounts that may be charged for the Collection Services provided by the Contractor pursuant to this Agreement, subject only to the adjustments that are expressly authorized herein. These Rates shall be applied uniformly to all Customers receiving Collection Services from the Contractor within the service area after the Commencement Date. The Contractor shall utilize the Rates in Exhibits 2, 3, and 4, and no others, when billing Customers and the City under this Agreement.

All Residential Curbside Customers in the service area shall pay the same Rates for the Collection of their Residential Waste, which shall include the Collection of Garbage, Rubbish, Yard Waste, Bulky Waste, and Recyclable Materials. The Rates for Residential Curbside Customers in the service area shall be charged to and paid by each such Customer, even if a Customer does not use all of the services offered to that Customer (e.g., Collection Service for Recyclable Materials).

The Rates include the Franchise Fees applicable to each Collection Service.

## **37.2 RATES FOR SPECIAL COLLECTION SERVICES**

The Rates for some Special Collection Services have been set by the City, as shown in Exhibit 4. The Rates for Special Collection Services involving the use of a Mechanical Container shall not exceed the Rates shown in Exhibit 3 for comparable Commercial Collection Services. The Rates for other Special Collection Services, such as the Collection of Land Clearing Debris, may be subject to negotiation between the Customer and the Contractor. If the Customer and the Contractor disagree about the Rate for any Collection Service, the Customer may request the Director to resolve the dispute pursuant to Section 30.2, above.

If the Contractor provides Back Door Service to a disabled Customer pursuant to Section 7.7.1, the Contractor shall be paid the Rate for Residential Collection Service, but the Contractor will not receive any additional Rate or fee for Back Door Service. The Rates for Back Door Collection Service provided pursuant to Section 7.7.2 shall be in addition to (i.e., not in lieu of) the standard Rate for Residential Collection Service.

## **37.3 RECYCLING BY COMMERCIAL CUSTOMERS**

37.3.1 The City wants to promote Recycling by Commercial Customers. Accordingly, the Rates for the Collection of Recyclable Materials generated by Commercial Customers may be negotiated between the Contractor and the Commercial Customer.

37.3.2 Any Commercial Customer may request, and upon request shall receive, a free audit to determine whether the Customer can implement reasonable measures to reduce the amount of money the Customer pays for the Collection and disposal of their Solid Waste. The Contractor shall conduct the audit within thirty (30) Days after the audit is requested by the Customer. Among other things, the Contractor shall determine whether it is feasible for the Customer to: (a) implement a Recycling program to reduce the amount of Solid Waste the Customer generates; (b) reduce the frequency of Collection Service the Customer receives; (c) reduce the size of the Collection Container the Customer uses; (d) change the type of Collection Container the Customer uses; or (e) take other steps to reduce the cost of the Collection Service the Customer receives. The Contractor shall provide its conclusions and recommendations to the Customer promptly after the Contractor conducts the audit. Upon the Customer's request, the Contractor shall provide its conclusions and recommendations to the Customer in writing. The Customer shall be solely responsible for deciding whether, and the extent to which, the Customer wishes to implement the recommendations made by the Contractor. Any disputes concerning the requirements in this Section 37.3 shall be resolved by the Director.

37.3.3 At its option, the Contractor may approach any Commercial Customer using a Mechanical Container and offer to perform a free audit for the Customer in compliance with Section 37.3.2, above.

37.3.4 The Contractor has the exclusive right to provide service for Recyclable Materials only to those commercial units that use curbside collection for recycling. The Contractor does not have the exclusive right to provide recycling service to those commercial units using other recycling methods.

#### **37.4 CPI ADJUSTMENTS TO COLLECTION COMPONENT OF RATES**

Subject to the conditions herein, during the term of this Agreement, the Collection component of the Rates in Exhibit 2 and 3 may be adjusted+/-, upward in accordance with the Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services, U.S. City Average, not seasonally adjusted (Base Period: December 1997=.100) Series ID CUUR0000SEHG, as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency. The CPI adjustment will not exceed 4% in any one year.

#### **37.5 RATE ADJUSTMENTS FOR DISPOSAL COSTS**

The Disposal Component of the Rates in Exhibits 2 and 3 shall be adjusted, upward or downward, by the Director, whenever the Disposal Component of the Rates is affected by a change in the Tipping Fees charged at a Designated Facility. The Director shall adjust the Disposal Component of the Rates by the same amount as the adjustment in the Tipping Fees at the Designated Facility. Any such adjustment to the Rates shall take effect at the time when the adjusted Tipping Fees take effect.

#### **37.6 RATE ADJUSTMENTS FOR CHANGES IN LAW**

37.6.1 If a Change in Law will directly and materially affect the Contractor's cost of providing its services under this Agreement, the Contractor may request the City to adjust the Rates. If the Contractor wishes to exercise this option, the Contractor shall prepare and submit a schedule of proposed Rates that will distribute the increased costs in a fair and non-discriminatory manner. The Contractor's request shall be accompanied by all data and analyses necessary for the City to fairly evaluate the proposed Rate increase. The Manager may request, and upon request the Contractor shall provide, additional information as necessary. After receiving the requested information, the Manager shall submit the Contractor's request and the Manager's recommendations to the Council. The Manager shall place the issue on the agenda for one of the Council's public meetings. The Contractor shall be given a reasonable opportunity at the Council's meeting to explain the basis for its request.

37.6.2 The Council shall fairly evaluate the Contractor's request in a timely manner and in compliance with the requirements in Section 31.4, above. The Council's decision to grant, grant in part, or deny the Contractor's request shall be final and non-appealable.

37.6.3 If any adjustments to the Rates are approved, the adjusted Rates shall become effective upon the date designated by the Council. Adjustments (if any) to the Rates shall be designed to compensate the Contractor for the increased costs incurred by the Contractor after the Change in Law took effect.

37.6.4 If a Rate adjustment is approved pursuant to this Section 37.6 and the adjustment will cause the Rate for any Collection Service to increase by an amount that is equal to or greater than twenty percent (20%) of the Rate in effect before the adjustment took effect, or cause the Rate for any Collection Service to be more than thirty percent (30%) higher than the Rate that was in effect on the Effective Date, the Council may terminate this Agreement at any time after providing one hundred eighty (180) days' notice to the Contractor.

### **37.7 EXTRAORDINARY RATE ADJUSTMENTS**

37.7.1 Once each Operating Year, before April 1, the Contractor may petition the Manager for a Rate adjustment on the basis of extraordinary or unusual changes in the cost of its operations that could not reasonably be foreseen by a prudent Person. The Contractor's petition shall contain a detailed justification for the Rate adjustment. Among other things, the Contractor's petition shall include an audited statement of the Contractor's historical and current expenses, demonstrating that the Contractor has incurred an extraordinary increase in Contractor's costs due to factors beyond the Contractor's control, which have occurred through no fault or negligence of the Contractor. The audited statement shall be prepared by a certified public accountant that is licensed in the State of Florida and not an employee of the Contractor or its affiliates. At its expense, the City may audit the Contractor's records to evaluate the Contractor's request. The Manager may request, and upon request, the Contractor shall provide, all of the information that is reasonably necessary for the Manager to evaluate the Contractor's petition. After receiving the requested information, the Manager shall place the Contractor's petition and the Manager's recommendations on the agenda for one of the Council's public meetings. The Contractor shall be given a reasonable opportunity at the Council's meeting to explain the basis for its petition.

37.7.2 The Council shall grant, grant in part, or deny the Contractor's request in a timely manner. The Council may deny the Contractor's request for any reason the Council deems appropriate. The Council's decision shall be final and non-appealable.

37.7.3 If the Contractor's request is granted in whole or in part, the Council shall have the right to reduce the Contractor's Rates, if and to the extent that the factors causing the Contractor's price increase to have been ameliorated or eliminated. Every twelve (12) months after a request is granted, the Manager shall have the right to request, and the Contractor shall prepare promptly upon request, an updated audit and explanation of whether the extraordinary Rate increase should remain in effect. The Manager may reduce the Contractor's Rates to the levels that were in effect



before the extraordinary Rate increase was granted, or to an appropriate intermediate level, unless the Contractor demonstrates that the City should continue to pay the extraordinary Rate increase. The Manager shall provide advance notice and a reasonable opportunity for the Contractor to be heard, before the Manager reduces the Contractor's rates. Any decision by the Manager to reduce the Contractor's Rates may be appealed to the Council.

**37.8 ADJUSTMENTS TO FRANCHISE FEE**

Whenever any Rate is adjusted, the Franchise Fee shall be recalculated and then paid based on the adjusted Rate. The adjusted Rate shall include the Franchise Fee. When the adjusted Rate (including the Franchise Fee) takes effect, the Contractor may bill and collect the adjusted Rate from Customers.

**37.9 RATES FOR RENTAL OF COLLECTION CONTAINERS**

The Contractor shall not charge or collect a rental fee for the Collection Containers it provides to its Customers, except for the rental of Compactors. The Contractor also shall not charge or collect a fee for maintaining or moving a Collection Container, installing locks on a Collection Container, or providing similar services, except as provided in Exhibit 4.

**37.10 RATES FOR MOBILE HOME PARKS**

The Contractor shall provide Collection Service to Mobile Home parks and recreational vehicle parks, as defined in Section 513.01, Florida Statutes, located in the service area. On and after the Commencement Date, the owner of a Mobile Home Park or recreational vehicle park may elect, at the owner's option, to receive Collection Service from the Contractor under the terms of this Agreement, including but not limited to the Rates set forth herein. In the alternative, the owner may elect to negotiate the terms and conditions of a separate agreement with the Contractor for Collection Service.

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**SECTION 38: PAYMENTS TO CONTRACTOR FOR COLLECTION SERVICES**

**38.1 GENERAL PAYMENT PROVISIONS**

Subject to the conditions and limitations contained herein, the City and the Customers shall pay the Contractor for the services that the Contractor provides in compliance with the requirements in this Agreement. However, the City and the Customers shall have no obligation to pay any fee, charge, cost, or other sum to the Contractor unless such payment is explicitly required in this Agreement and (a) the fee is identified in Exhibits 2, 3, or 4, or (b) the Agreement explicitly provides that the fee shall be negotiated between the Contractor and the Customer. The Rates for Collection Services in Exhibits 2, 3, or 4 shall constitute full and complete compensation to the Contractor for the services provided by the Contractor under this Agreement. In all cases, the City shall have the sole authority to determine whether and the extent to which the Contractor is entitled to payment for services it provides under this Agreement.

## **38.2 PROHIBITIONS ON PAYMENTS FROM CUSTOMERS TO CONTRACTOR**

Neither the Contractor nor its agents, subcontractors, employees or other representatives shall solicit or accept any payment or monetary remuneration from any Customer for the provision of any Service described in this Agreement, unless such payment is explicitly authorized in this Agreement. If a Customer or other Person delivers any money to the Contractor for any service provided in the service area, and such payment is not explicitly required in this Agreement, the Contractor shall return the money to the Customer within five (5) Operating Days after the money is received by the Contractor.

## **38.3 BILLING AND PAYMENT PROCEDURES**

38.3.1 The City shall be responsible for billing and collecting the service area fee for all of the Residential Curbside Customers that receive the Contractor's Collection Services in the service area. The Contractor also shall be responsible for billing and collecting all of the other fees for the services it provides pursuant to this Agreement, including but not limited to billing and collecting the Rates for providing Collection Services to Commercial Collection Services and Special Collection Services. The City shall have no obligation to pay the Contractor for any of the Collection Services provided by the Contractor to the Customers, except for Residential Collection Services provided to Residential Curbside Customers that pay the service area fee.

38.3.2 The City shall bill Residential Curbside Customers based on the Contractor's Rates, as set forth in Exhibit 2, for the services provided by the Contractor in compliance with the requirements in this Agreement. The Contractor shall bill Residential Curbside Customers for the purchase of a new Recycling Cart pursuant to Section 38.9, or Special Collection Services.

38.3.3 The City shall calculate the annual solid waste assessment to be levied upon assessed property within the City and shall bill Residential Customers on an annual basis. The Contractor shall be paid the Total Annual Charge for each assessed property within the City in four (4) quarterly installments beginning December 20, 2022. Payment for all subsequent quarters of each fiscal year shall be paid prior to the end of the month for February, May, and August. Payment for each quarter will consist of approximately one quarter of the total amount due to the Contractor for solid waste service for all assessed properties for the fiscal year. The Contractor shall not be required to invoice the City for these quarterly payments. Upon issuance of a certificate of occupancy, the Contractor shall be responsible for collecting the prorated assessment for newly constructed residential property not assessed on the current tax roll. In addition, the Contractor shall provide a separate "delinquent roll" listing those residential properties they have billed directly, which will be included in the upcoming tax roll, and any delinquent amount due for each property for service.

- 38.3.4 The Contractor may bill its Commercial Customers in advance for the services it will provide. In all cases, the Customer's bills shall be due and payable thirty (30) days after mailing. Interest shall accrue and may be charged on delinquent accounts at the same rate provided in Section 55.03, Florida Statutes. However, a Customer shall not be billed, and interest shall not be charged, for any services provided to a Customer more than one year earlier.
- 38.3.5 To the extent permitted by law, the Contractor is authorized to impose a lien against Commercial Property for which the Fees are delinquent. Any such lien shall be limited to the amount of the delinquent fee, plus interest to the date of payment. Provided, however, the Contractor must use its best efforts to collect delinquent fees by means other than the imposition of liens. Any lien for delinquent payment must be imposed no later than one year after the payment became delinquent. The Contractor agrees to hold harmless, assume the defense of, and indemnify the City and Indemnified Parties in compliance with Section 50, below, for any claims or liabilities resulting from the Contractor's actions regarding any liens.
- 38.3.6 The Contractor shall not terminate its Collection Services to any Residential Curbside Customers in the defined service area for non-payment of the service area fees.
- 38.3.7 The City shall pay the Contractor for Residential Collection Service provided to Residential Curbside Customers in the defined service area pursuant to Exhibit 1. The City's payment shall be based on the services provided in the prior Operating Quarter. Until the Rates are adjusted pursuant to Section 37, the payment shall be in the amount pursuant to Exhibit 2 plus disposal for each Dwelling Unit on the City's Customer List for the service area, as of the first day of the prior Operating Month.
- 38.3.8 The City shall deduct the following fees and charges from the City's payments to the Contractor: (a) Administrative Charges assessed pursuant to Section 43, below; (b) any payments for disposal costs that are due pursuant to Section 41, below; and (d) any other sums that the Contractor owes the City under this Agreement.
- 38.3.9 Any negotiations by the Contractor for fees other than those specified shall be subject to approval by the Manager.

#### **38.4 COLLECTION OF DELINQUENT PAYMENTS FROM CUSTOMERS**

The City shall not be liable to the Contractor for any uncollected or delinquent accounts.

**38.5 CONTRACTOR'S DUTY TO PROVIDE BILLING INFORMATION**

Upon request, the Contractor may review the City's billing reports, as the Contractor deems necessary, to ensure that the City's bills are accurate. When the City issues its bills to the Customers, the Contractor shall have thirty (30) calendar days to notify the City of any errors or omissions in those bills. If the Contractor fails to notify the City within thirty (30) calendar days, the Contractor shall have no right to seek payment from the City or a Customer for any amount that was not properly billed to the Customer.

**38.6 CITY'S PAYMENTS FOR COLLECTION SERVICES PROVIDED TO CITY FACILITIES**

The Contractor shall not bill the City, and the City shall not pay the Contractor, for the services provided to the City pursuant to Section 35 of this Agreement, except as expressly provided in Section 35.3. The City's payments (if any), pursuant to Section 35.3, will be based on the Rates set forth in Exhibit 3. The Contractor's invoice shall identify the specific services that were provided and the applicable Rate for each service.

**38.7 CITY'S UNDERPAYMENTS AND OVERPAYMENTS TO CONTRACTOR**

If the City pays the Contractor in error, for whatever reason, the Contractor shall promptly notify the Director to rectify the mistake. The City shall make appropriate adjustments to the Contractor's payments under this Agreement to off-set past underpayments and overpayments resulting from any error. However, the City shall not be obligated to make any adjustments to correct for underpayments that occurred more than twelve (12) months before the City received the Contractor's notice of the error.

**38.8 LIMITATIONS ON CONTRACTOR'S RIGHT TO PAYMENT FROM CITY**

The City shall have no obligation to pay for any of the Collection Services provided by the Contractor, except as provided in this Section 38. The Contractor shall have no right to any revenues or funds obtained by the City from any other sources, including but not limited to funds distributed to the City by the Florida Department of Environmental Protection, the City, or any other Person.

**38.9 PAYMENTS FOR GARBAGE AND RECYCLING CARTS**

The City and the Customers are not required to pay the Contractor for purchasing, assembling, delivering, repairing, replacing, or otherwise providing any of the Garbage and Recycling Carts that the Contractor provides to the City or Customers pursuant to this Agreement, except as explicitly provided in Sections 26.1.3, 26.3.2, or 26.4, above. If a Residential Customer wishes to increase their garbage or recycling capacity and requests an additional Garbage or Recycling Cart pursuant to Section 26.1.3, the Contractor shall offer to swap the current container as outlined in Exhibit 4. If a Customer insists on purchasing a second cart, the Contractor may charge the Customer the special rate identified in Exhibit 2.

### **38.10 PAYMENTS FOR SPECIAL COLLECTION SERVICES**

The Rates for Special Collection Service shall be charged and paid in addition to the Rates for the routine Collection Services received by Customers. The Contractor shall bill the Customers and collect the applicable Rates for any Special Collection Services the Contractor provides pursuant to this Agreement. The Contractor also shall be responsible for the payment of all Tipping Fees associated with the disposal of Solid Waste collected by the Contractor when providing Special Collection Services. Notwithstanding anything else contained herein, the Contractor shall not be entitled to any compensation for a Special Collection Service unless the Customer or the City requested the service and agreed to pay the applicable Rate before the Contractor provided its service.

## **SECTION 39: PAYMENTS TO THE CITY**

### **39.1 FRANCHISE FEES**

39.1.1 The Contractor shall pay Franchise Fees to the City in exchange for the rights and privileges granted to the Contractor pursuant to this Agreement, including the exclusive right to provide Residential Collection Services and Commercial Services in the City. The Franchise Fees for Residential Customers and Commercial Customers may be changed from time-to-time, as deemed appropriate by the Council.

39.1.2 There shall be a four percent (4%) franchise fee paid to the City in monthly installments for the duration of the contract. Said franchise fee shall be based upon all revenues derived from the collection of refuse, solid waste, yard waste, white goods, residential recyclables, and all other charges except for revenues received to pay the cost of disposal at the St. Lucie County landfill. Notwithstanding the terms of this Agreement or any other understanding between the parties, the Franchise Fee] obligations of Contractor shall extend only to those revenues received and retained by the Contracts as its Rates or fees for servicing Customers, as such Rates or fees may be increased from time to time. To the extent the Contractor imposes any surcharges on Customers, including but not limited to surcharges made for the purpose of satisfying (i) the Contractor's own Franchise Fee obligations to the City or (ii) Contractor's tax obligations hereunder or (iii) any other separately stated fee, to the extent applicable, the monies received by the Contractor as a result of such surcharge(s) shall not be subject to the Franchise Fee and the City shall not be entitled to receive as part of its Franchise Fee any portion or percentage of such monies.

39.1.3 The Franchise Fees shall be payable each month in arrears, within fifteen (15) calendar days after the end of the month in which the Gross Revenues were received.

39.1.4 On or before the fifteenth (15<sup>th</sup>) day of each Operating Month, if requested, the Contractor shall deliver to the City a report that summarizes the Contractor's Residential Collection Services and Commercial Collection Services during the prior Operating Month and shows the amount of the Franchise Fees to be paid by the Contractor to the City. The format and content of the report shall be subject to the approval of the City's Chief Financial Officer or their designee. The report shall include, but is not limited to: the name and service address of each Residential Customer and each Commercial Customer; the account number of each Customer; the exact services provided to each Customer; the size of each Collection Container used and the frequency of Collection Service; the amount billed to each Customer; the amount paid by each Customer; the amount billed to each Customer for Special Collection Services; the amount paid by each Customer for Special Collection Services; and the amount received from each Customer for Tipping Fees. The report shall be submitted with an Excel spreadsheet or in another format that is compatible with the City's computer software programs. If a monthly report is provided to the City pursuant to Section 33.3.1, above, the monthly report may be used to satisfy the requirements in this Section 39.1.4.

39.1.5 Within ninety (90) days after the end of each Operating Year, the Contractor shall provide the Director with a report concerning the Franchise Fees paid to the City during the Operating Year. The report shall be prepared by an independent certified public accounting firm that is acceptable to the City. The report shall be based on the firm's review of the Contractor's records and shall be prepared in accordance with generally accepted accounting principles. The report shall identify the amount of the Franchise Fees that were paid by the Contractor during the Operating Year and the amount that was due under this Agreement.

### **39.2 PAYMENTS FOR PUBLIC NOTICES AND EDUCATIONAL SERVICES**

The Contractor shall pay Fifteen Thousand Dollars (\$15,000) each year to the City for the sole purpose of helping the City with its Solid Waste and Recyclable educational initiatives. The yearly payments shall be delivered to the City no later than the October first (1<sup>st</sup>) of each Operating Year.

### **39.3 OTHER PAYMENTS**

The City shall submit invoices to the Contractor for any fee or charge that is due and owed to the City from the Contractor, except for the payments otherwise addressed in this Section 39. The Contractor shall pay the City's invoice within thirty (30) calendar days after receipt.

## **SECTION 40: RECYCLING REVENUES FOR CITY**

#### **40.1 DELIVERY**

Pursuant to Section 19, above, all of the Recyclable Materials collected by the Contractor under this Agreement shall be delivered to a Designated Facility.

#### **40.2 PAYMENT TYPE**

In lieu of the City using its VISA procurement card for quarterly payments to the Contractor, the Contractor agrees to provide the City a check for 1.5% of the total amount due based on the certified billed roll. The payment by the Contractor is due on the same day the City makes payment to the Contractor each quarter.

#### **40.3 PAYMENTS**

The Contractor will pay a minimum of \$11,000 per month disposal avoidance rebate to the City, due and payable on the 15<sup>th</sup> of each month. The disposal avoidance rebate is based on the benchmark of 1,000 tons of recyclable materials per month. Tons more than this number, will be multiplied by the current per ton fee for disposal (tipping fee) with 50% payable to the City. The City will audit participation on an annual basis and reserves the right to increase this minimum based on increased recycling participation.

### **SECTION 41: PAYMENT OF TIPPING FEES**

#### **41.1 TIPPING FEES**

The Contractor shall pay the Tipping Fees for the disposal of all Residential Waste, Commercial Waste, and other materials collected by the Contractor under this Agreement.

#### **41.2 TIPPING FEE PAYMENT**

On or before the tenth day of each Operating Month, the Contractor shall pay all of the Tipping Fees for the Solid Waste the Contractor delivered to the Designated Facilities during the prior Operating Month. The Contractor's payments shall be based on the Designated Facility's records concerning the total weight of the materials delivered by the Contractor during the prior Operating Month. The total amount of the Tipping Fees shall be calculated by using the applicable fees and charges approved by St. Lucie County Board of Commissioners, as amended.

#### **41.3 COST RATES**

The disposal cost rate for residential service shall be based upon the actual total cost of residential garbage and residential yard trash disposal by the Contractor. The actual total cost of residential garbage and residential garbage disposal by the Contractor shall be determined by audit as provided by for Section 33.8 hereof. The said disposal cost rate shall be adjusted annually to reflect the results of the annual audit pursuant to Section 33.8. The disposal costs rate for the term of this agreement shall be determined by use of this audit.

## **SECTION 42: VERIFICATION OF PAYMENT AMOUNTS**

### **42.1 PAYMENT ACCEPTANCE**

The City's acceptance of any payment from the Contractor, or the City's deduction of any amount from any payment due to the Contractor, shall not be construed as an accord that the amount paid is the correct amount, nor shall it be construed as a release of any claim the City may have for additional sums payable from the Contractor.

### **42.2 CITY RECALCULATIONS**

At any time within the applicable statute of limitations, the City and the Contractor may recalculate and collect any amounts that are payable to the City under this Agreement, plus interest.

### **42.3 CITY'S RIGHT TO INSPECT AND AUDIT**

At its expense, the City may inspect, copy and audit any books, records and documents of the Contractor, whether kept in an electronic (digital) format or otherwise, that are relevant to the calculation of the amounts due and payable under this Agreement.

## **SECTION 43: ADMINISTRATIVE CHARGES**

### **43.1 BASIS FOR ADMINISTRATIVE CHARGES**

The City and Contractor acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would or might be incurred by the City due to those failures or circumstances described in this Section 43 and for which the Contractor would otherwise be liable. Accordingly, the Contractor and the City have established the terms and amounts of the administrative charges set forth herein, and the parties agree that the administrative charges are reasonable under the circumstances.

### **43.2 PROCEDURE FOR ASSESSING ADMINISTRATIVE CHARGES**

- 43.2.1 The Director shall notify the Contractor in writing of Legitimate Complaints that may result in administrative charges as outlined throughout Section 43.
- 43.2.2 After receiving the written notice, the Contractor shall have seven (7) calendar days to file a written letter of protest with the Director.
- 43.2.3 If a protest is timely filed, the Director shall review the issues and provide a written decision to the Contractor as soon as the matter is thoroughly examined. The



Director's decision shall be final and non-appealable, except as provided in Section 43.2.5.

43.2.4 If a protest or petition is not timely filed by the Contractor, or if the Director concludes that administrative charges should be assessed, the charge will be deducted from the subsequent payment to the Contractor.

43.2.5 The procedures in this Section 43 shall be used in lieu of the procedures in Section 48 when resolving disputes concerning administrative charges, unless the administrative charges assessed in one month will exceed Thirty Thousand Dollars (\$30,000). If the administrative charges will exceed this threshold, the procedures in Section 48 may be used, at the Contractor's option.

### **43.3 ADMINISTRATIVE CHARGES BEFORE COMMENCEMENT DATE**

In addition to the administrative charges authorized pursuant to Section 43.4, below, the Director shall impose administrative charges for the Contractor's actions during the Transition Period, if applicable, in the amounts set forth in Sections 43.3.1:

43.3.1 Failure to timely file any report, plan, or other document required pursuant to Section 5.1 shall result in the imposition of a Five Hundred Dollar (\$500) assessment for each calendar day that a report, plan, or document is late. A separate assessment shall be imposed for each report, document, or plan.

### **43.4 ADMINISTRATIVE CHARGES AFTER COMMENCEMENT DATE**

Six Months after the Commencement Date and then throughout the remainder of the term of the Agreement, the Director shall assess administrative charges as follows:

43.4.1 Failure to pick up or clean up Solid Waste, litter, or other material in compliance with the requirements in this Agreement, within the deadlines set forth herein, after receiving oral notification by the Director or a Customer. Each failure shall result in the imposition of a One Hundred Fifty Dollar (\$150) assessment per event.

43.4.2 Failure to collect the Garbage, Rubbish, Yard Waste, or Recyclable Material that was properly Set Out for Collection by a Customer on the Scheduled Collection Day and within the complaint resolution timelines stipulated in Section 30.1.3. Each failure shall result in the imposition of a One Hundred Dollar (\$100) assessment. After the initial failure, if the Contractor fails to meet the deadlines contained in this Agreement, each additional Operating Day of delay shall result in the imposition of an additional assessment of Two Hundred Fifty Dollars (\$250).

- 43.4.3 Failure to collect all of the Yard Waste that was properly Set Out for Collection by a Residential Curbside Customer on the Scheduled Collection Day, and if the Contractor also fails to collect such waste within 72 hours after the Scheduled Collection Day; each failure shall result in the imposition of a Two Hundred Dollar (\$200) assessment per event per Customer. Each additional Operating Day of delay shall result in the imposition of an additional assessment of Two Hundred Dollars (\$200) per event per Customer.
- 43.4.4 Failure to complete a route or community (twelve (12) homes missed) on the regular scheduled pick-up day shall result in the assessment of administrative charges in the amount of \$1,000.00 for each route/community per day not completed to reimburse the City for the value of services not rendered, costs of managing the service disruption, including the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and coordinating the return to normal service. More than 12 homes missed shall result in the assessment of administrative charges in the amount of \$2,000.00 to reimburse the City for the value of services not rendered, costs of managing the service disruptions, including the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and coordinating the return to normal service. Each missed route/community shall be completed by 10:00 a.m. of the next Business Day following regular scheduled collection day. Failure to collect missed routes/communities by 10:00 a.m. the next Business Day as required will result in an additional \$1,000.00 assessment for each route/community not completed.
- 43.4.5 Mixing Recyclable Materials with Solid Waste or mixing any other materials that are required to be collected separately, shall result in the imposition of a Five Hundred Dollar (\$500) assessment per occurrence. Mixing Solid Waste or Recyclable Materials collected in the service area with Solid Waste or other materials collected outside of the service area shall result in the imposition of an assessment of Three Thousand Dollars (\$3,000) per occurrence.
- 43.4.6 Failure to maintain a Collection vehicle or equipment in a clean and sanitary manner within the deadlines set forth herein, after receiving oral notification from the Director to the Division Manager, shall result in the imposition of an assessment of One Hundred Dollars (\$100) per occurrence per Operating Day.
- 43.4.7 Failure to initiate contact with a customer who has a Legitimate Complaint within the time frame specified in Section 30.1.3, after receiving oral notification from the Director or Customer, shall result in a Fifty Dollar (\$50) assessment per occurrence per Operating Day.

- 43.4.8 Monthly complaints as a percentage of total services delivered: 0.00046 to 0.00085 complaints per number of services shall result in the imposition of a Five-Hundred Dollar (\$500) assessment for that month. More than 0.00085 complaints per month shall result in the imposition of a One-Thousand Dollar (\$1,000) assessment for that month. Take the total number of potential services in one (1) month and multiple it by 0.00046 to 0.00085 to determine the range.
- 43.4.9 Failure to properly document requests and complaints in the electronic tracking system as identified in Section 30 shall result in the imposition of a One-Hundred Dollar (\$100) assessment per occurrence.
- 43.4.10 Failure to resolve a Legitimate Complaint, other than a Missed Collection, within seven (7) Operating Days of receiving written notification from a Customer or the Director, shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment per Operating Day until such complaint is resolved to the satisfaction of the City.
- 43.4.11 Failure to timely file any report, plan, or other document required herein shall result in the imposition of a One Hundred Dollar (\$100) assessment for each Operating Day that each report, plan, or document is late.
- 43.4.12 Failure to dispose of any Residential Waste or Commercial Waste collected in the service area at the Designated Facility shall result in the imposition of an assessment equal to the current Tipping Fee at the Designated Facility times the amount (tonnage) disposed of at the non-Designated Facility. If the tonnage is unknown, the assessment shall be Two Thousand Dollars (\$2,000) per occurrence.
- 43.4.13 Failure to deliver Recyclable Materials to a Designated Facility for such materials pursuant to Section 19, or delivering Recyclable Materials to a facility for disposal, shall result in the imposition of an assessment of Two Thousand Dollars (\$2,000) per occurrence.
- 43.4.14 Failure to correct a chronic Collection problem shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment per occurrence. Chronic means three (3) or more Legitimate Complaints at the same Premises for the same issue within a twelve (12) month period. The first assessment under this Section 43.4.14 shall be imposed for the third Legitimate Complaint at the Customer's Premises. An additional assessment in the same amount may be imposed for each Legitimate Complaint thereafter.
- 43.4.15 Failure to correct a chronic equipment problem shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment. Chronic means three (3) instances of

the same or similar problem with the same equipment or vehicle within a twelve (12) month period. The first assessment shall be imposed for the third problem. An additional assessment shall be imposed for each problem thereafter.

- 43.4.16 Failure to properly and legibly label a Collection Vehicle or Collection Container in the manner required herein, within five (5) Operating Days after receiving notice from the Director, shall result in the imposition of a One Hundred Dollar (\$100) assessment each Operating Day for each vehicle and each container not properly labeled.
- 43.4.17 Failure to have a vehicle operator properly licensed, or failure of the operator to carry his license while on duty, shall result in a One Hundred Dollar (\$100) assessment per occurrence.
- 43.4.18 Failure to maintain office hours in the manner specified in this Agreement shall result in a One Hundred Dollar (\$100) assessment per occurrence.
- 43.4.19 Failure to replace or repair a damaged Collection Container, or failure to replace a stolen Collection Container, or failure to exchange a Collection Container, within the deadlines specified in this Agreement, shall result in a One Hundred Dollar (\$100) assessment per occurrence.
- 43.4.20 If the Contractor notifies the Director that a complaint has been resolved, when the complaint has not been resolved, there shall be a Two Hundred Dollar (\$200) assessment per occurrence.
- 43.4.21 Collecting Solid Waste or Recyclable Materials at times that are outside of the hours specified in this Agreement, without prior approval of the Director, shall result in a One Hundred Dollar (\$100) assessment per occurrence per vehicle.
- 43.4.22 Leaving a Collection Container where it blocks a driveway, street, alley, or road shall result in the imposition of a One Hundred Dollar (\$100) assessment per occurrence based on verification through Contractor's electronic surveillance system.
- 43.4.23 Failure to provide timely notices and educational materials, as required pursuant to Section 34 and 35, shall result in the imposition of an assessment of Twenty-Five Dollars (\$25) per Customer per occurrence, but the maximum assessment shall not exceed One Thousand Dollar (\$1,000) per occurrence.

- 43.4.24 Failure to report and repair damage to public or private roadways, including but not limited to damage resulting from spills of oil, hydraulic fluids, or other liquids, within the deadlines in Section 17.6, shall result in the imposition of a One Thousand Dollar (\$1,000) assessment per occurrence. Failure to clean up spilled liquids, including but not limited to leachate, oil, and hydraulic fluids, within the deadlines set forth in Section 20.6, shall result in the imposition of an assessment of Five Hundred Dollars (\$500) per occurrence for each Operating Day of delay.
- 43.4.25 Failure to repair damage to a Customer's property within the deadlines set forth in this Agreement, after receiving notice from the Customer or Director, shall result in the imposition of an assessment of Two Hundred Fifty Dollars (\$250) per occurrence per Operating Day.
- 43.4.26 Soliciting or accepting an unauthorized fee or monetary compensation from a Customer, except excluding seasonal gifts shall result in the imposition of a Five Hundred Dollar (\$500) assessment per occurrence.
- 43.4.27 Failure to respond to the Director by 5:00 p.m. on the first Operating Day following a telephone call or electronic message requesting a response from the Division Manager, shall result in the imposition of an assessment of One Hundred Dollars (\$100), which shall be increased by another One Hundred Dollars (\$100) for each additional Operating Day of delay.
- 43.4.28 Failure to comply with the deadlines and requirements in Section 49 concerning the Contractor's obligations prior to the termination of this Agreement, shall result in the imposition of an assessment of Two Thousand Dollars (\$2,000) per Operating Day per occurrence.
- 43.4.29 Failure to follow an approved Route in the Collection Plan, without receiving the Director's prior approval for the deviation. Each failure shall result in an assessment of Five Hundred Dollars (\$500) per occurrence. This excludes unanticipated daily operational service changes.
- 43.4.30 Failure to cover or enclose Solid Waste and Recyclable Materials in the Contractor's Collection vehicles, as required herein, shall result in an assessment of Two Hundred Fifty Dollars (\$250) per occurrence.
- 43.4.31 Failure to return a Collection Container to the location where the Customer placed it for Collection shall result in an assessment of Fifty Dollars (\$50) per occurrence based on verification through Contractor's electronic surveillance system.

- 43.4.32 Failure to provide accurate information to the City concerning the Contractor's Collection Services or the calculation of the disposal costs for such Services, shall result in the imposition of an assessment of One Thousand Dollars (\$1,000) per occurrence.
- 43.4.33 Failure to close the gate on an enclosure for a Mechanical Container or failing to close the lid on a Mechanical Container or failing to lock all of the locks on a Commercial Customer's Mechanical Container, shall result in an imposition of an assessment of One Hundred Dollars (\$100) per occurrence based on verification through Contractor's electronic surveillance system.
- 43.4.34 Failure to display the Contractor's name, telephone number, and identification number on a Collection vehicle or Collection Container in the manner specified herein, shall result in an assessment of One Hundred Dollars (\$100) per occurrence per Operating Day.
- 43.4.35 Failure to respond to a Customer's request for service, within the deadline set forth in Section 30.1.5, shall result in the imposition of an assessment of Fifty Dollars (\$50) per occurrence.
- 43.4.36 Collecting Solid Waste or Recyclable Materials in the service area with a vehicle that is not part of the dedicated fleet for the City, without the prior written approval of the Director, shall result in the imposition of an assessment of One Thousand Dollars (\$1,000) per vehicle per Operating Day.

## **SECTION 44: PAYMENTS WITHHELD FROM CONTRACTOR**

In addition to the remedies provided elsewhere in this Agreement, the City may withhold part or all of any payment otherwise due the Contractor from the City if the Director concludes that the Contractor's actions or inactions have resulted in the following:

- (a) The Contractor's failure to carry out reasonable and lawful instructions or orders from the Director, when required by this Agreement;
- (b) Failure of the Contractor to make payments to a subcontractor, which results in a claim against the City;
- (c) Unsafe working conditions allowed to persist by the Contractor, after receiving notice from the City or any regulatory agency;

- (d) Failure of the Contractor to provide Routes, schedules, data, documents or reports requested by the City in compliance with this Agreement.

If the foregoing problems are corrected, payment shall be made to the Contractor for the amounts withheld, but the City shall not be liable to the Contractor for Interest on any delayed payment. The Manager shall not exercise the City's right to withhold payments under this Section 44 unless the Manager concludes that such action is reasonable and necessary to make the City whole in light of the Contractor's repeated problems or persistent failure to perform in compliance with the requirements herein.

## **SECTION 45:NO LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO FORCE MAJEURE EVENTS**

### **45.1 INABILITY TO PERFORM**

If the City or Contractor is unable to perform or is delayed in the performance of any obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused for any time during which compliance is prevented by such event and during such period thereafter as may be reasonably necessary for the City or Contractor to correct the adverse effect of such event of Force Majeure.

### **45.2 COMPENSATION ENTITLEMENTS**

The Contractor shall not be entitled to compensation from a Customer or the City for such period of time when the delay or non-performance occurs, but the Contractor will be entitled to pro-rata compensation after the Contractor's work has been completed. The City shall not be liable for any loss suffered by Contractor as a result of an event of Force Majeure.

### **45.3 LABOR ISSUES**

Labor disputes, labor shortages, changing economic conditions, and the economic hardship of the Contractor shall not be considered an event of Force Majeure.

### **45.4 NOTICE OF FORCE MAJEURE EVENT**

To be entitled to the benefit of this Section 45, a Party claiming an event of Force Majeure shall give prompt written notice to the other Party, specifying in detail the event of Force Majeure, and shall diligently proceed to correct the adverse effect of any Force Majeure. The Parties agree that, as to this Section 45, time is of the essence.

## SECTION 46: BREACH AND TERMINATION OF AGREEMENT

### 46.1 TERMINATION BY EITHER PARTY FOR CAUSE

Subject to the other provisions contained herein, either Party may terminate this Agreement if the other Party fails to perform any of its material obligations hereunder. A default by Contractor shall include but not be limited to the following:

- 46.1.1 Refusing to comply with any reasonable and lawful order of the Director.
- 46.1.2 Failing to begin work within the time specified in this Agreement.
- 46.1.3 Discontinuing operations without prior authorization from the Director.
- 46.1.4 Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) Operating Days, after being notified to do so.
- 46.1.5 Failing to obey any Applicable Law.
- 46.1.6 Soliciting or accepting any Rates, charges or fees from Customers for the Collection, disposal, or processing of Solid Waste or Recyclable Materials collected within the service area, except when such actions are explicitly authorized herein.
- 46.1.7 Failing to deliver Residential Waste, Commercial Waste, or Recyclable Materials collected in the service area to the appropriate Designated Facility.
- 46.1.8 Failing to pay, or circumventing the payment of, any Tipping Fee that the Contractor is obligated to pay to a Designated Facility pursuant to this Agreement.
- 46.1.9 Failing to comply with the procedures in the Contractor's Collection Plan.
- 46.1.10 Failing to obtain or continuously maintain insurance policies in the manner required herein.
- 46.1.11 Failing to pay, when due, any sums owed to a subcontractor for services or materials provided pursuant to this Agreement.



46.1.12 Failing to provide or continuously maintain the Performance Bond required pursuant to Section 52.

46.1.13 A representation or warranty provided by the Contractor in this Agreement is or becomes inaccurate in any material respect.

Before a Party may terminate this Agreement pursuant to this Section 46.1, the non-defaulting Party shall give written notice to the other Party that a default exists which will, unless corrected, constitute an event of default on the part of the defaulting Party. The notice shall inform the defaulting Party that this Agreement shall be terminated unless the default is cured within seven (7) operating days following the defaulting Party's receipt of the notice. If a cure cannot reasonably be effected within seven (7) days despite the exercise of due diligence, the defaulting Party may request an extension of the cure. In such circumstances, the defaulting Party shall submit its written request to the non-defaulting Party, explaining in detail why the cure cannot be completed within seven (7) days. The request shall be delivered prior to the expiration of the cure period. If the defaulting Party's request is reasonable, as determined by the Director in cases where the defaulting Party is the Contractor, the time to cure the default shall be extended to include such additional time as is reasonably necessary to effect a cure, provided that the defaulting Party exercises continuous diligent efforts to cure the default during the extended cure period. If the defaulting Party fails to cure the default within the cure period, the non-defaulting Party may terminate this Agreement. The termination shall take effect as of the date specified by the non-defaulting Party. Upon termination, the non-defaulting Party may cure the default at the expense of the defaulting Party and have recourse to any other right or remedy to which the non-defaulting Party may be entitled under this Agreement, at law, or in equity.

Notwithstanding anything else contained herein, each of the events described in Sections 46.1.14, 46.1.15, 46.1.16, and 46.1.17, below, shall constitute an event of default for which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar days after the non-defaulting Party gives notice to the defaulting Party or at such other time designated by the non-defaulting Party.

46.1.14 Voluntary Bankruptcy

Written admission by a Party that it is bankrupt; or filing by a Party of a voluntary petition under the Federal Bankruptcy Act; or consent by a Party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; or the making of any arrangement by a Party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) all or a substantial portion of a Party's property or business; or by becoming insolvent.

46.1.15 Involuntary Bankruptcy

Final adjudication of a Party as bankrupt under the Federal Bankruptcy Act.

46.1.16 Public Entity Crime

The Contractor is placed on a convicted vendor list following a conviction for a public entity crime; or

46.1.17 Fraud

The Contractor commits an act or omission constituting fraud, gross negligence, misfeasance, or willful malfeasance toward the City.

**46.2 HABITUAL VIOLATIONS**

If the Contractor frequently, regularly, or repetitively fails to comply with its obligations and requirements under this Agreement, the City may conclude that the Contractor is a "habitual violator," regardless of whether the Contractor has corrected each individual failure of performance or paid administrative assessments for such failures of performance. In such circumstances, the Contractor shall forfeit the right to receive any further notice or grace period to cure its failures of performance, and all of the prior defaults under this Agreement shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The City has determined that habitual violations are those administrative charges that cumulatively amount to \$100,000 or more over a 12-month period. If the City concludes the Contractor is a habitual violator, the City shall issue a final warning to the Contractor, citing the grounds for the warning, and any single default by the Contractor thereafter shall be grounds for immediate termination of this Agreement. If any subsequent default occurs, the Council may terminate this Agreement after giving written notice to the Contractor. The termination shall be effective upon the date designated by the Council.

**46.3 INTERIM OPERATIONS**

In the event that this Agreement is terminated before the end of any term, the Contractor shall continue its operations for an interim period of up to twelve (12) additional Operating Months if requested to do so by the City. The Contractor shall be paid for its services during said interim period at the Rates authorized under this Agreement in effect prior to issuance of the notice of termination.

Notwithstanding anything else contained herein, the City may hire an alternate Person to provide Collection Services in the City if the Contractor fails to provide Collection Service for a period of two (2) consecutive Operating Days. The City's interim service provider shall continue to provide Collection Service until the Contractor demonstrates to the City's satisfaction that the Contractor is able to resume work in compliance with the requirements in this Agreement. However, if the Contractor is unable for any reason to resume performance within thirty (30) calendar days, the City may terminate this Agreement, effective as of the date designated by the City. The Contractor shall reimburse the City for any and all reasonable costs incurred by the City related to or arising from the use of an alternate Person to provide Collection Service.

#### **46.4 EFFECT OF TERMINATION**

If this Agreement is terminated pursuant to the provisions of this Section 46, neither the City nor the Contractor shall have any further duty, right, liability, or obligation under this Agreement, except that: (a) a Party will not be relieved from liability for a breach of a warranty, obligation, or representation under this Agreement that occurred before the effective date of the termination; (b) the City shall pay all amounts owed to the Contractor, and the Contractor shall pay all amounts owed to the City, pursuant to this Agreement, through the end of interim operations; (c) the Contractor shall deliver to the City all reports concerning the Contractor's activities through the end of the Operating Month in which termination occurs; (d) at a minimum, the provisions of Sections 33.1, 36.6, and 50 shall survive and remain in effect for seven (7) years after the expiration or termination of this Agreement; and (e) any term, condition, covenant, or obligation which requires performance by a Party subsequent to the termination of this Agreement shall remain enforceable against such Party subsequent to such termination.

### **SECTION 47: OPERATIONS DURING DISPUTE**

If a dispute arises between the City, the Contractor, or any other Person concerning the Contractor's performance, rights, or compensation under this Agreement, the Contractor shall continue to perform its duties in strict compliance with the requirements of this Agreement, regardless of the pending dispute.

### **SECTION 48: DISPUTE RESOLUTION PROCESS**

#### **48.1 COOPERATION**

The City and Contractor agree to cooperate and act in good faith at all times when dealing with each other. If a dispute arises between the Parties, the Parties shall attempt to resolve their differences quickly and informally.

#### **48.2 LITIGATION UPON TERMINATION**

If either party terminates this Agreement with or without cause, the terminating party shall have the right, in its sole discretion, to proceed directly with litigation of any claims or disputes relating to the termination with or without cause and may include other claims and disputes unrelated to the termination.

#### **48.3 LITIGATION COSTS**

In any litigation concerning this Agreement, the parties shall pay their own costs, attorneys' fees, and expenses, including the costs, fees, and expenses incurred in any trial, appeal, and mediation, if any, concerning the issue(s) in dispute.

### **SECTION 49: CONTRACTOR'S OBLIGATIONS PRIOR TO TERMINATION OF THIS AGREEMENT**

**49.1 CONTINUATION OF CONTRACTOR’S SERVICE**

The City will attempt to award a new franchise agreement with a new franchise hauler at least six (6) months prior to the expiration of this Agreement. In the event a new franchise agreement has not been awarded in this timeframe, the Contractor shall provide its Collection Services in compliance with this Agreement for up to an additional twelve (12) Operating Months after the expiration of this Agreement, at the then current Rates, if the Council requests this service. Any extension of the Agreement pursuant to this Section 49.1 must be approved by the Council.

**49.2 SALE OR LEASE OF CONTRACTOR’S MECHANICAL CONTAINERS**

Upon request, Contractor shall enter into good faith negotiations to allow the City or the City’s newly selected franchise hauler to purchase or rent for up to six (6) Operating Months, the Mechanical Containers (if any) used and owned by the Contractor in the service area. The purchase price and rental fee shall be negotiated, but the purchase price shall not be greater than the fair market value of the Containers.

**49.3 SCHEDULE FOR TERMINATION OF CONTRACTOR’S SERVICE**

Prior to the termination of this Agreement, the Contractor shall work with the Director to ensure that there is no interruption or reduction of service when the Contractor ends its services to the City. If this franchise agreement is terminated early and a new franchise hauler has not been selected, the Contractor shall coordinate and cooperate with the City as detailed below. If a new franchise agreement is awarded to an entity other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected franchise hauler, as well as the City, to minimize any disruptions in the service provided to the public. At a minimum, the Contractor shall comply with the following performance requirements and deadlines:

365 calendar days prior to expiration of Agreement	If requested, the Contractor shall provide to the Director and the selected franchise hauler a Mechanical Container inventory, in a format acceptable to the City, that includes each container’s location (street address), capacity, identification number, and Collection frequency. Thereafter, the Contractor shall not replace or exchange any Contractor-owned Mechanical Container listed in the inventory, without the Director’s approval.
180 calendar days prior to expiration of Agreement	The Contractor shall attend a coordination meeting with the selected franchise hauler and/or the City. At or before the coordination meeting, the Contractor shall provide the City with a list of Contractor-owned containers that may be purchased by the City or the selected franchise hauler.
120 calendar days prior to expiration of Agreement	The Contractor shall work with the selected franchise hauler or City to develop a mutually agreeable schedule for the removal of Contractor-owned Collection Containers and placement of the selected franchise hauler’s containers.

30 calendar days prior to expiration of Agreement	The Contractor shall begin to implement the schedule in cooperation with the selected franchise hauler or the City. The Contractor shall take all steps necessary to ensure there is no interruption in the Collection Service provided to Customers.
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**49.4 CITY'S RIGHT TO PROCURE NEW SERVICES**

At any time, the City may issue a request for proposals, or commence negotiations with a Person other than the Contractor, or take any other steps deemed necessary by the City to obtain the services of a Person who will collect Solid Waste and Recyclable Materials for the City after this Agreement expires or is terminated.

**SECTION 50: DAMAGES, LIABILITY, AND INDEMNIFICATION**

**50.1 LIABILITY**

The Contractor shall be liable for all injuries and conditions that are caused by or result from the Contractor's actions, including but not limited to the Contractor's failure to perform in accordance with the terms of this Agreement.

**50.2 NO PERSONAL LIABILITY**

Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee, agent or representative of the City or the Contractor.

**50.3 DAMAGES**

The measure of damages to be paid by the Contractor to the City or by the City to the Contractor, due to any failure by the Contractor or the City to meet any of its obligations under this Agreement, shall be the actual damages incurred by the City or the Contractor. Neither Party shall have any liability under this Agreement for consequential, delay, special, indirect, or punitive damages.

If the Contractor fails to comply with any Applicable Law, the Contractor shall promptly pay to the City the following:

- (a) All lawful fines, penalties, and forfeitures charged to the City by any judicial order or by any governmental agency responsible for the enforcement of the Applicable Law; and
- (b) The actual costs incurred by the City as a result of the Contractor's failure to comply with the Applicable Law, including any costs incurred in investigating and remedying the conditions which led to or resulted from the Contractor's failure to comply with the Applicable Law.

#### **50.4 CONTRIBUTION**

In the event of joint negligence on the part of the City and the Contractor, all losses and costs shall be apportioned in accordance with the provisions of Section 768.31, Florida Statutes, the Uniform Contribution Among Tortfeasors Act, as it exists on the Effective Date, subject to the recovery limits set forth in Section 768.28, Florida Statutes, in effect on the Effective Date.

#### **50.5 CONTRACTOR'S INDEMNIFICATION OF CITY**

The City shall not be liable for damage claims from injury to persons or property from any cause relating in any way to the Contractor's performance contemplated under during the term of this Agreement or any extension thereof. The Contractor agrees to indemnify, defend, hold harmless and, if requested by the City, defend from and against any Indemnified Loss: the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, its agents, laborers, vendors, or other personnel and/or entity acting under the Contractor's control in connection with the terms of this Agreement and, to that extent, the Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and reasonable attorney's fees expended by the City in defense of such claims and losses including appeals.

The aforesaid hold-harmless Agreement by the Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the negligent actions of the Contractor or any agent laborers, or any employee or volunteer of the Contractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The Contractor shall be held responsible for any and every violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by the Contractor during the performance of this Agreement. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on this Agreement. The Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of this Agreement.

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or extending or increasing the limits of liability as set forth in Section 768.28 of Florida Statutes.

The obligation of the Contractor under this Section 50.5 is absolute and unconditional; to the extent allowed by Applicable Law or not otherwise prohibited, it is not conditioned in any way on any attempt by a City Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contractor might have against the City Indemnified Party.

The City may employ any outside counsel of its choice or may use its in-house counsel to enforce or defend the City's right to indemnity provided by this Agreement. If a City Indemnified Party requests that the Contractor defend it with respect to any Indemnified Loss, the City Indemnified Party may participate in the defense at the Contractor's sole cost and expense. The Contractor shall advance or promptly reimburse to a City Indemnified Party any and all costs and expenses incurred by the City Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the City Indemnified Party is entitled to indemnification under this Agreement, whether or not the City Indemnified Party is a party or potential party to it.

## **SECTION 51: CONTRACTOR'S INSURANCE**

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis.

2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence \$1,000,000  
Personal/advertising injury \$1,000,000  
Products/completed operations aggregate \$2,000,000  
General aggregate \$2,000,000  
Fire damage \$100,000 any 1 fire  
Medical expense \$10,000 any 1 person

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage shall apply as primary and non-contributory. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20220061-Solid Waste Collection Services Project shall be listed as additionally insured."** The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance.

4. Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary and non-contributory basis.

5. Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a



policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

It shall be the responsibility of the Contractor to ensure that all contractors, independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all contractors, independent contractors, and sub-contractors, listing the City as an Additional Insured without the language when required by written contract. If contractor, independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the Contractor to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the contract.

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

## **SECTION 52: PERFORMANCE BOND**

Payment & Performance Bonds: The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of fifty (50%) percent of the annual Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

## **SECTION 53: ASSIGNMENT OF AGREEMENT**

### **53.1 WRITTEN CONSENT**

No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the Council, which shall not be unreasonably withheld. The Council shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Council shall be null and void and shall be grounds for the Council to declare a default of this Agreement.

### **53.2 PROPOSED ASSIGNMENT DENIAL**

In the event that the Council's consent to any proposed assignment is denied, Contractor shall continue to provide all of the services required herein for the remainder of the term.

### **53.3 PROPOSED ASSIGNMENT APPROVAL**

If any assignment is approved by the Council, the assignee shall fully and expressly assume all of the obligations, duties, and liabilities of the Contractor under this Agreement.

### **53.4 ASSIGNMENT REQUIREMENTS**

The requirements of this Section 53 shall include, but not be limited to cases where the Contractor hires a subcontractor to undertake any of the Contractor's obligations to provide Collection Services under this Agreement.

## **SECTION 54: TRANSFER OF AGREEMENT**

A transfer of this Agreement shall be effective only after approval by the City. A transfer includes a one-time event that results in a transfer of twenty-five percent (25%) or more of the ownership or controlling interests of the Contractor, a series of events that result in a cumulative change of fifty percent (50%) or more of the ownership or controlling interests of the Contractor, and any other event that results in a material change in the ownership or control of the Contractor, whether accomplished by a sale of assets or other means. Any transaction that results in the Contractor or its assets being purchased by or merged with another Person shall constitute a transfer of this Agreement, which is subject to the Council's approval, which may not be unreasonably held. An application to transfer this Agreement shall be submitted jointly by the proposed transferor and transferee and shall contain the same type of information about the transferee that was provided by the Contractor before the City granted this franchise. At a minimum, the proposed transferee shall (a) verify in writing that it will comply with all of the requirements in this Agreement and (b) demonstrate that it has the financial resources, expertise, personnel, equipment and other capabilities necessary to do so. The application shall be accompanied by a non-refundable application fee in the amount of Twenty Thousand Dollars (\$20,000.00). The Council may grant the application for transfer, or grant the application subject to conditions, or deny the application, with or without cause, in its sole discretion. Among other things, the Council's approval may be subject to conditions requiring an increase in the amount of the Performance Bond, an increase in the levels and types of insurance coverage, and other safeguards designed to ensure that the City's work will be completed in compliance with the requirements in this Agreement. In the event that the Council's consent to any proposed transfer is denied, Contractor shall continue to provide all of the services required herein for the remainder of the term of this Agreement.

Notwithstanding the other provisions in Section 53 and Section 54 of this Agreement, the City shall cooperate with the Contractor in the event that a strike, lockout, or similar labor dispute results in the Contractor's use of a subcontractor to provide the Collection Services required under this Agreement. In such circumstances, the provisions of Section 53 and Section 54 shall be waived by the City for a period not to exceed ninety (90) days.

## **SECTION 55: SUBSEQUENT CITY ORDINANCES**

If a City ordinance adopted after the Commencement Date materially changes or modifies the duties, responsibilities, or operations of the Contractor under this Agreement, the Contractor and the City shall work together in good faith to amend this Agreement accordingly.

## **SECTION 56: AMENDMENTS TO THE AGREEMENT**

### **56.1 GENERAL REQUIREMENTS**

This Agreement constitutes the entire Agreement and understanding between the parties hereto. This Agreement shall not be considered modified, altered, changed or amended in any respect unless the Agreement is amended in writing and the amendment is signed by the Contractor and the Council or its designee.

## **56.2 CITY'S POWER TO AMEND AGREEMENT**

The City shall have the power to make changes in this Agreement relative to the scope and method of providing Collection Service, when the City deems it necessary and desirable for the public welfare. The Director shall give the Contractor notice of any proposed change and an opportunity to be heard concerning any relevant matters. In all cases involving changes to this Agreement, the City and Contractor shall enter into good faith negotiations to modify this Agreement and the Rates, as necessary. The scope and method of providing Collection Service, as referenced herein, shall be liberally construed to include procedures, operations, and obligations of the Contractor. The Council must approve any amendments to this Agreement, unless explicitly provided otherwise herein.

In the future, the City may wish to obtain new services that are not addressed under this Agreement. For example, the City may wish to expand its Recycling program in ways that have not yet been identified. If the City and the Contractor are unable to agree upon the terms and conditions governing such services, including but not limited to the Rates for such services, the City shall have the right to procure such services from other Persons, notwithstanding the Contractor's exclusive franchise under this Agreement.

## **56.3 AMENDMENTS DUE TO CHANGES IN LAW**

The City and the Contractor understand and agree that changes in the Applicable Laws may require amendments to some of the conditions or obligations of this Agreement. In the event any future change in any Applicable Law materially alters the obligations of the Contractor or the City, then the provisions and Rates in this Agreement may need to be modified. The City and Contractor agree to enter into good faith negotiations regarding amendments to this Agreement, which may be required in order to implement changes for the public welfare or due to a Change in Law. Section 37.6, above, shall govern any adjustments to the Rates that result from a Change in Law.

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## **SECTION 57: WAIVER OF RIGHTS**

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of the City or Contractor at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the City or Contractor thereafter to enforce same. Nor shall waiver by the City or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

## **SECTION 58: WAIVER OF FLOW CONTROL CLAIMS**

The Contractor has voluntarily entered into this Agreement for the purpose of enjoying the economic and other benefits conferred upon the Contractor by this Agreement. To ensure that the City also enjoys the benefits of this Agreement, the Contractor hereby knowingly, voluntarily, and permanently waives its right to challenge, contest, or invalidate any provision in this Agreement that requires the Contractor to use a Designated Facility for the disposal or processing of any Solid Waste or Recyclable Materials collected by the Contractor in the service area. This waiver includes but is not limited to any claim that this Agreement implements an inappropriate form of Solid Waste "flow control", regardless of whether the claim is based on local, state, or federal law, or the Florida or U.S. Constitution, or any other grounds, and regardless of whether the claim seeks damages, injunctive relief, or other remedies at law or in equity.

### **SECTION 59: GOVERNING LAW, VENUE AND ATTORNEY FEES**

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for St. Lucie County, Florida. In any legal or other proceeding to interpret, apply, or enforce the terms of this Agreement, each Party shall pay its own legal fees and all associated costs, except as otherwise provided in Section 50, above.

### **SECTION 60: COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor shall at all times comply with all Applicable Laws now in effect or hereafter enacted, which are applicable in any way to Contractor, its officers, employees, agents, or subcontractors.

### **SECTION 61: PERMITS AND LICENSES**

The Contractor, at its sole cost and expense, shall obtain and maintain throughout the term of this Agreement all permits, licenses and approvals necessary or required for Contractor to perform the work and services described herein.

### **SECTION 62: EQUAL OPPORTUNITY EMPLOYMENT**

The Contractor agrees that it shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation, and Contractor shall take affirmative steps to ensure that applicants are employed and employees are treated during employment by Contractor without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation. This provision shall include, but not be

limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to furnish the City with a copy of its non-discrimination and equal employment opportunity policy, upon request.

### **SECTION 63: AGREEMENT DOCUMENTS**

This Agreement and the exhibits comprise the entire Agreement between the City and Contractor. The following exhibits are attached to this Agreement, and they are incorporated in this Agreement by this reference:

Exhibit 1 through Exhibit 9

After the Effective Date, the Agreement shall be supplemented with and shall include the following:

Performance Bonds and Insurance Certificates

Any amendments to this Agreement that are approved by the Council and Contractor

There are no Agreement documents other than those listed above. In the event of a conflict between this Agreement and the provisions of any exhibit, the provisions of this Agreement shall control when interpreting this Agreement.

### **SECTION 64: ALL PRIOR AGREEMENTS SUPERSEDED**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

### **SECTION 65: HEADINGS**

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

### **SECTION 66: CONSTRUCTION OF AGREEMENT**

The following rules shall govern the interpretation and construction of this Agreement:

- (a) The words "include" and "including" shall not be construed to be terms of limitation. References to included matters or items will be regarded as illustrative and will not be interpreted as a limitation on, or an exclusive listing of, the matters or items referred to.
- (b) Whenever the context requires, the singular form of a word includes the plural and the plural includes the singular. The gender of any pronoun includes the other genders.
- (c) Both parties are represented by legal counsel and they waive any rule of law that would require any vague or ambiguous provision herein to be construed against the Party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.
- (d) The words "shall" and "must" are used when referring to mandatory duties and obligations. The word "may" is permissive.
- (e) The word "Section" refers to the sections in this Agreement, unless the context clearly indicates otherwise (e.g., citations to sections of the Florida Statutes).
- (f) The word "herein" refers to the provisions in this Agreement.
- (g) All citations to the Florida Statutes refer to the statutes in existence on the Effective Date-- i.e., Florida Statutes (2022).

## **SECTION 67: SURVIVABILITY**

Any term, condition, covenant, or obligation which requires performance by a Party subsequent to termination of this Agreement shall remain enforceable against such Party subsequent to such termination.

## **SECTION 68: SEVERABILITY**

The definitions and provisions contained in this Agreement shall not be construed to require the City or the Contractor to take any action that is contrary to any local, state or federal law. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect. This Agreement shall be construed as if such invalid, illegal, void or unenforceable provision had never been contained herein.

## **SECTION 69: FAIR DEALING**

The Contractor declares and warrants that the Contractor enters into this Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no Council member, City officer, or City employee, directly or indirectly owns more than five percent (5%) of the total assets or capital stock of the Contractor, nor will any such Person directly or indirectly benefit by more than five percent (5%) from the profits or emoluments of this Agreement, nor has the Contractor provided any gift to any such Person or their family. The Contractor warrants that it has not employed or retained any company or Person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and the Contractor has not paid or agreed to pay any Person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other compensation contingent upon or resulting from the award or making of this Agreement.

## **SECTION 70:SOVEREIGN IMMUNITY AND LIMITATIONS ON LAWSUITS AGAINST THE CITY**

Nothing in this Agreement shall constitute a waiver of the City's sovereign immunity in tort actions or a waiver of any provision in Section 768.28, Florida Statutes. Nothing in this Agreement shall constitute the City's consent to be sued by any third party in any matter arising out of or related to this Agreement.

## **SECTION 71:REMEDIES NOT EXCLUSIVE**

The remedies specified in this Agreement shall supplement, and not be in lieu of, any other remedies provided at law or in equity. The payment of any administrative charges by the Contractor shall not constitute a defense for the Contractor, nor an election of remedies by the City, nor serve as the basis for a claim of estoppel against the City, nor prevent the City from terminating this Agreement. The City's decision to refrain from assessing administrative charges, or suspending or terminating this Agreement, or seeking any other relief from any failure in the Contractor's performance, shall not constitute a waiver of the City's right to pursue any other remedy or a waiver of its right to pursue a remedy for any future failure by the Contractor. No remedy conferred by this Agreement is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **SECTION 72:NOTICES TO PARTIES**



All notices, requests, authorizations, approvals, protests, and petitions provided for herein shall be in writing. Except as provided in Section 30.1, above, such documents shall be addressed as shown below and either (a) hand delivered, (b) mailed by registered or certified mail (postage prepaid), return receipt requested, or (c) sent by electronic mail (e-mail). The documents shall be deemed to have been duly delivered when personally delivered, or when transmitted by e-mail or when delivered by U.S. Mail or courier service, as shown by the return receipt. For the present, the Contractor and the City designate the following as the appropriate people and places for delivering notices and other documents:

As to City:

City Manager  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd  
Port St. Lucie, Florida 34984  
Telephone: (772) 871-5163

Neighborhood Services Department Director  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd  
Port St. Lucie, Florida 34984  
Telephone: (772) 871-5010

Copy to:

City Attorney's Office  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd  
Port St. Lucie, Florida 34984  
Telephone: (772) 871-5294  
Facsimile: (772) 344-4298

As to Contractor:

FCC Environmental Services Florida, LLC  
10077 Grogans Mill Rd, Suite 466  
The Woodlands, TX 77380  
Attn: Legal Department

Both Parties reserve the right to designate a different representative or representatives in the future, or to change the address(es) for notice, by providing written notice to the other Party of such change.

### **SECTION 73:NO THIRD-PARTY BENEFICIARIES**

This Agreement only provides rights and remedies for the City and the Contractor, except to the extent that Section 50.5 provides limited rights for City Indemnified Parties. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement, except City Indemnified Parties.

### **SECTION 74:CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor represents and warrants to the City that:

- (a) The Contractor is a corporation existing in good standing under the laws of the state of its formation, is in good standing under the laws of the State of Florida and is duly qualified to do business wherever necessary to carry on the business and operations contemplated by this Agreement.
- (b) The Contractor has the requisite power, authority, and legal right to enter into and perform its obligations under this Agreement and possesses all orders, permits, consents, licenses, approvals, franchises, certificates, registrations, and other authorizations from third parties and governmental authorities that are necessary to conduct its current business and to satisfy its duties and obligations under this Agreement.
- (c) This Agreement has been duly executed and delivered by the Contractor and, as of the Effective Date, constitutes a legal, valid, and binding obligation of the Contractor, enforceable by the City against the Contractor in accordance with its terms, except to the extent its enforceability is limited by the application of general principles of equity and by bankruptcy, insolvency, moratorium, debtor relief, and similar laws of general application affecting the enforcement of creditor rights and debtor obligations.
- (d) The execution, delivery, and performance of this Agreement by the Contractor: (1) have been duly authorized; (2) do not require the approval of any governmental officer or

body, other than those permits or approvals contemplated to be obtained by the Contractor after the Effective Date; (3) have been duly authorized by all requisite action of the Contractor, and no other proceedings on the part of the Contractor, its officers, partners, or Directors are necessary to authorize this Agreement or to perform the duties and obligations of the Contractor contemplated by it; (4) will not violate any law applicable to the Contractor or its property or any provisions of the Contractor's articles of incorporation or by-laws; (5) do not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the Contractor under any agreement or instrument to which the Contractor is a Party or by which the Contractor or its assets may be bound or affected in any manner that prohibits or otherwise adversely affects the Contractor's ability to perform its obligations under this Agreement; and (6) do not and will not violate any copyrights, patents, or other intellectual or proprietary rights of any Person.

- (e) There is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority pending against the Contractor, in which an unfavorable decision, ruling, or finding would materially and adversely affect the performance by the Contractor of its obligations under this Agreement, or that in any way would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Contractor or any of its affiliates in connection with this Agreement.
- (f) The Contractor did not engage, directly or indirectly, in any collusion, bribery, deception, or fraud in connection with its efforts to procure the work awarded under this Agreement.
- (g) None of the agents, members, managers, partners, officers, directors, employees, or executives of the Contractor, or any affiliate that is active in the management of the Contractor, has been convicted of a public entity crime, as defined in Section 287.133(g), Florida Statutes.
- (h) The personnel employed by the Contractor have the proper skill, licenses, training, background, knowledge, experience, authorizations, integrity, and character necessary to perform the Contractor's obligations in compliance with this Agreement.
- (i) No City employee received or will receive, directly or indirectly, any benefit, interest, or profit out of the procurement process that resulted in the award of this Agreement or in connection with this Agreement or the services to be provided pursuant to this Agreement, and no City employee has or will have any direct or indirect financial interest in the award of this Agreement or any of the services to be provided pursuant to this Agreement.

- (j) The Contractor acknowledges that Section 287.135, Florida Statutes, prohibits agencies from contracting with a company for goods or services of \$1,000,000 or more, if the company is on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, or the other lists identified therein. The Contractor certifies, represents, and warrants to the City that the Contractor is not on any of those lists. Both lists are created pursuant to Section 215.473, Florida Statutes

[https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global Governance Mandates and Florida%20Statutes 2019 01 29.pdf?ver=2019-01-29-130006-790](https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global%20Governance%20Mandates%20and%20Florida%20Statutes%202019%2001%2029.pdf?ver=2019-01-29-130006-790)

The Contractor acknowledges and agrees that, pursuant to Section 287.135, Florida Statutes, the City may terminate this Agreement and civil penalties may be assessed against the Contractor, if the Contractor is found to have submitted a false certification,

IN WITNESS WHEREOF, the City and the Contractor have made and executed this Agreement, as attested to by the signature of their duly authorized officers or representatives and their official seals affixed hereon, the day and year first above written.

**[SIGNATURE PAGES FOLLOW]**

CONTRACTOR

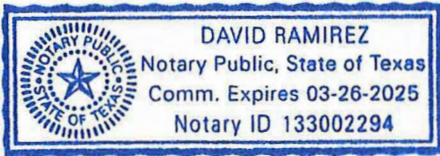
By: [Handwritten Signature]

Authorized Representative

STATE OF TEXAS )  
 ) ss  
COUNTY OF MONTGOMERY )

Sworn to (or affirmed) and subscribed before me by means of physical presence, this 13th day of May 2022, by Inigo Sanz, *Chief Executive Officer* and Authorized Representative of *FCC Environmental Services Florida, LLC*. He is personally known to me or produced identification and did did not take an oath.

NOTARY PUBLIC:



[Handwritten Signature]  
Signature of Notary Public

David Ramirez  
Print Name of Notary Public  
Notary Public, State of Texas  
My Commission expires 03-26-2025

NOTARY SEAL / STAMP

CITY OF PORT ST. LUCIE FLORIDA

By: Russ Blackburn  
Russ Blackburn  
City Manager

STATE OF FLORIDA )

COUNTY OF St. Lucie ) ss

Sworn to (or affirmed) and subscribed before me by means of physical presence, this 19<sup>th</sup> day of May 2022, by Russ Blackburn, City Manager. He is personally known to me or produced identification and did/did not take an oath.

NOTARY PUBLIC:

Bryan Pankhurst  
Signature of Notary Public

Bryan Pankhurst  
Print Name of Notary Public  
Notary Public, State of Florida  
My Commission expires 4/27/2025

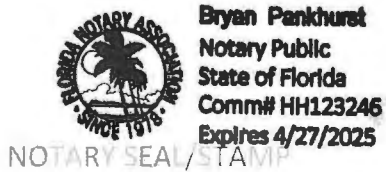
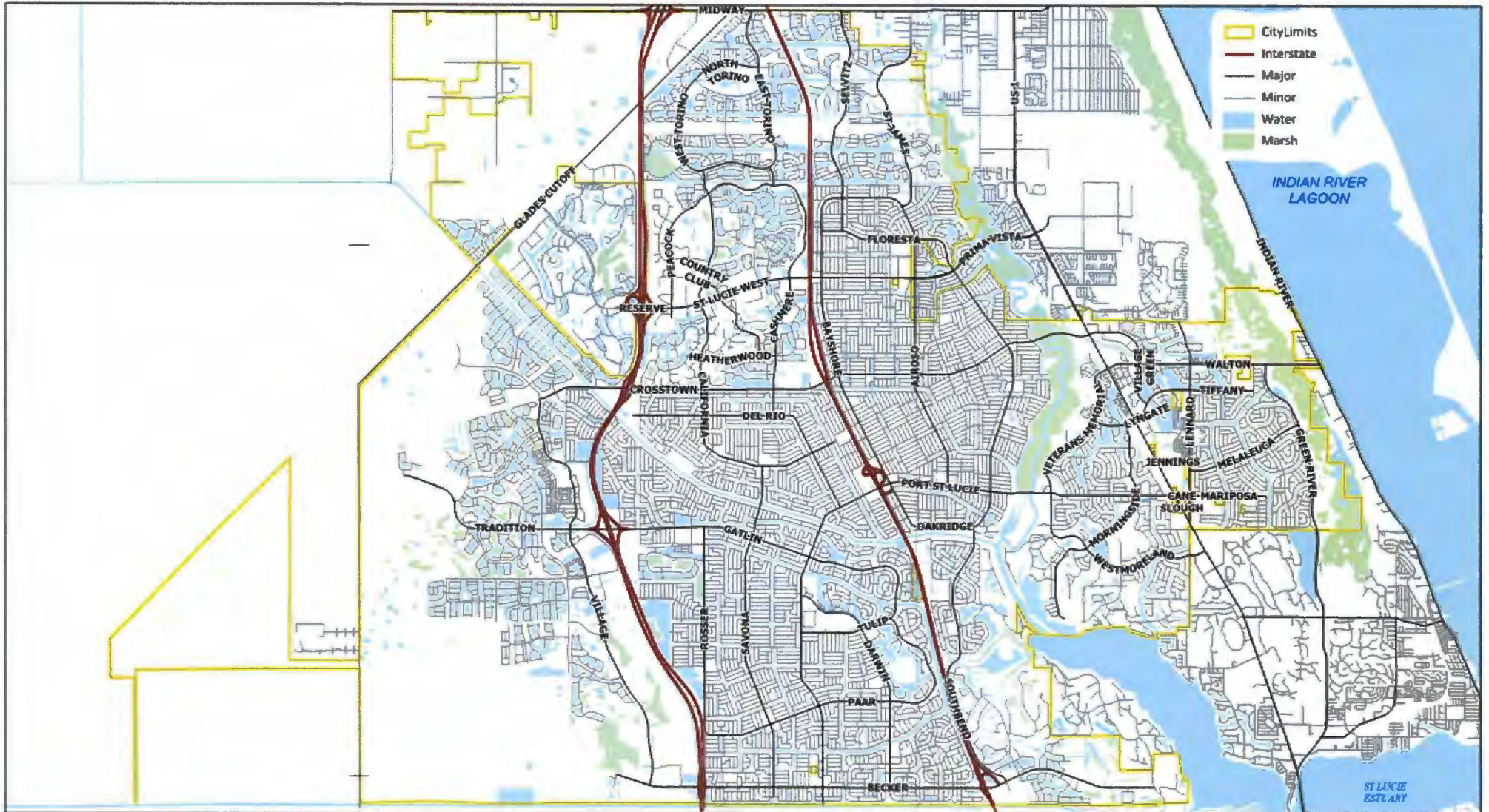


EXHIBIT 1

# SOLID WASTE SERVICE AREA/CITY LIMITS MAP



## Solid Waste Service Area / City Limits

Date	5/13/2022
Page	1 of 1
Tech	rtaylor
Task #	0529



## EXHIBIT 2

### Rates for Residential Collection Services

The following Rates are for Residential Collection Services and include all costs, including Franchise Fees.

1	RESIDENTIAL CURBSIDE SERVICE			
	DESCRIPTION OF SERVICES	# of Households "A"	Monthly Fee "B"	Total Monthly Service Fee "A" times "B"
	Solid Waste Collection 1 time per week	81,242	\$11.44	\$929,408.48
	Recycling 1 time per week	81,242	\$9.00	\$731,178.00
	Yard Waste 1 time per week (4 cubic yards)	81,242	\$4.22	\$342,841.24
	Bulky Waste 1 time per month (2 cubic yards)	81,242	\$1.51	\$122,675.42
	Tires - four (4) per year	81,242	\$0.00	\$0.00
			<b>TOTAL</b>	<b>\$2,126,103.14</b>
2	ADDITIONAL FEES			
	Price to provide and service an additional cart per household			
	Solid Waste Cart			\$6.22 (*)
	Recycling Cart			\$5.19 (*)
	(*) These rates are per household and per month			
3	MULTI- FAMILY CURBSIDE SERVICE			
	DESCRIPTION OF SERVICES	# of Dwellings "A"	Monthly Fee "B"	Total Monthly Service Fee "A" times "B"
	Solid Waste Collection 1 time per week	200 (*)	\$11.44	\$2,288.00
	Recycling 1 time per week	200 (*)	\$9.00	\$1,800.00
	Yard Waste 1 time per week (4 cubic yards)	200 (*)	\$4.22	\$844.00
	Bulky Waste 1 time per month (2 cubic yards)	200 (*)	\$1.51	\$302.00
	Tires - four (4) per year	200 (*)	\$0.00	\$0.00
	(*) Per request in Addendum 1 - Q19		<b>TOTAL</b>	<b>\$5,234.00</b>
4	OPTIONAL FEES			
	DESCRIPTION OF SERVICES	Fee		
	Optional Collection Service of Yard Waste	\$18.50 Per Cubic Yard		

**Notes:**

1. The Rates for Residential Collection Services do not include the cost of Special Collection Services, such as Back Door Service, nor the cost of disposal. Any Person wishing to obtain Back Door Service shall pay the applicable Rate for Residential Collection Service, plus the applicable Rate for Back Door Service, pursuant to Section 7.7.2 of the Agreement. No fee is required for Back Door Service that is provided to Customers pursuant to Section 7.7.1 of the Agreement.

2. On October 1, of each year, the Collection Component of the Rates for the Collection of Solid Waste and the Collection Component of the Rates for the Collection of Recyclable Materials may be adjusted in accordance with Section 37.4 of the Agreement, based on changes in the Consumer Price Index (CPI).

## EXHIBIT 3

### Rates for Commercial Collection Services

The following Rates for Commercial Collection Services include the provision of all labor, equipment, and other services related to the collection and disposal of all materials, as described in the Franchise Agreement. Rates include all costs, including Franchise Fees.

1

#### COMMERCIAL CART SERVICE

DESCRIPTION OF SERVICES	# of	Monthly Fee	Total Monthly
	Customers "A"	"B"	Service Fee "A" times "B"
96 Gallon Cart 1/per week/Solid Waste	200	\$20.55	\$4,110.00
96 Gallon Cart 2/per week/Solid Waste	200	\$41.10	\$8,220.00
96 Gallon Cart 1/per week/Recycle	200	\$10.80	\$2,160.00
96 Gallon Cart 2/per week/Recycle	200	\$21.59	\$4,318.00
<b>TOTAL</b>			<b>\$18,808.00</b>

2

#### ROLL-OFF OPEN TOP CONTAINER

DESCRIPTION OF SERVICES	# of	Pull Fee	Total Monthly
	Containers "A"	"B"	Pull Service Fee "A" times "B"
10 Yard Open Top	3	\$230.96	\$692.88
15 Yard Open Top	8	\$236.11	\$1,888.88
20 Yard Open Top	31	\$241.26	\$7,479.06
30 Yard Open Top	19	\$246.44	\$4,682.36
40 Yard Open Top	5	\$251.56	\$1,257.80
<b>TOTAL</b>			<b>\$16,000.98</b>

3

#### MECHANICAL COMPACTORS

DESCRIPTION OF SERVICES	# of	Monthly Fee	Total Monthly
	Customers "A"	"B"	Service Fee "A" times "B"
2 yard 2/week service	3	\$610.10	\$1,830.30
1 yard 2/week service	3	\$305.04	\$915.12
6 yard 4/week service	4	\$3,660.56	\$14,642.24
6 yrd 6/week service	2	\$5,490.85	\$10,981.70
<b>TOTAL</b>			<b>\$28,369.36</b>

4

#### COMMERCIAL/MULTI-FAMILY CONTAINERS

DESCRIPTION OF SERVICES	# of	Cost	Total Monthly
	Customers "A"	Per.Cubic Yard "B"	Service Fee "A" times "B"
2 yard 1/week service	162	\$11.74 (*)	\$1,901.88
2 yard 2/week service	81	\$11.74 (*)	\$950.94
2 yard 3/week service	26	\$11.74 (*)	\$305.24
4 yrd 1/week service	216	\$11.74 (*)	\$2,535.84
4 yard 2/week service	171	\$11.74 (*)	\$2,007.54
4 yard 3/week service	51	\$11.74 (*)	\$598.74
4 yard 4/week service	13	\$11.74 (*)	\$152.62
4 yard 5/week service	10	\$11.74 (*)	\$117.40
4 yard 6/week service	2	\$11.74 (*)	\$23.48
6 yrd 1/week service	96	\$11.74 (*)	\$1,127.04
6 yrd 2/week service	74	\$11.74 (*)	\$868.76
6 yard 3/week service	27	\$11.74 (*)	\$316.98
6 yard 4/week service	7	\$11.74 (*)	\$82.18
6 yard 5/week service	19	\$11.74 (*)	\$223.06
6 yard 6/week service	3	\$11.74 (*)	\$35.22
8 yard 1/week service	74	\$11.74 (*)	\$868.76
8 yard 2/week service	103	\$11.74 (*)	\$1,209.22
8 yrd 3/week service	67	\$11.74 (*)	\$786.58
8 yrd 4week service	20	\$11.74 (*)	\$234.80
8 yrd 5/week service	32	\$11.74 (*)	\$375.68
8 yrd 6/week service	17	\$11.74 (*)	\$199.58
<b>TOTAL</b>			<b>\$14,921.54</b>

(\*) As requested in this table, the total monthly have been calculated multiplying "A" times "B". However, the actual total monthly should also include the frequency of

## EXHIBIT 4

### Rates for Special Collection Services

	DESCRIPTION OF SERVICES	Fee
1	Rolling out Mechanical Container (and returning to original location)	\$45.00
2	Opening and closing doors or gates	No Charge
3	Locks	\$10.00
4	Unlocking and locking	No Charge
5	Supplying (and retrofitting locking mechanism	\$50.00
6	Adding wheels to/changing wheels on Mechanical Container	No Charge
7	Adding lids or changing lids	No Charge
8	Moving container or Roll-Off location per Customer request	\$100.00
9	Changing residential container size (after 90 days	\$75.00
10	Disposal of hazardous waste in collection container	Actual cost, but subject to Director's approval
11	Back Door Service for residential curbside service	\$20.00 additional monthly
12	Storm Debris Removal (disposal not included)	\$85.00 Per Ton

Notes:

1. The Rates for Special Collection Services will not be adjusted for changes in the CPI, as provided in Section 37.4. of the Agreement.

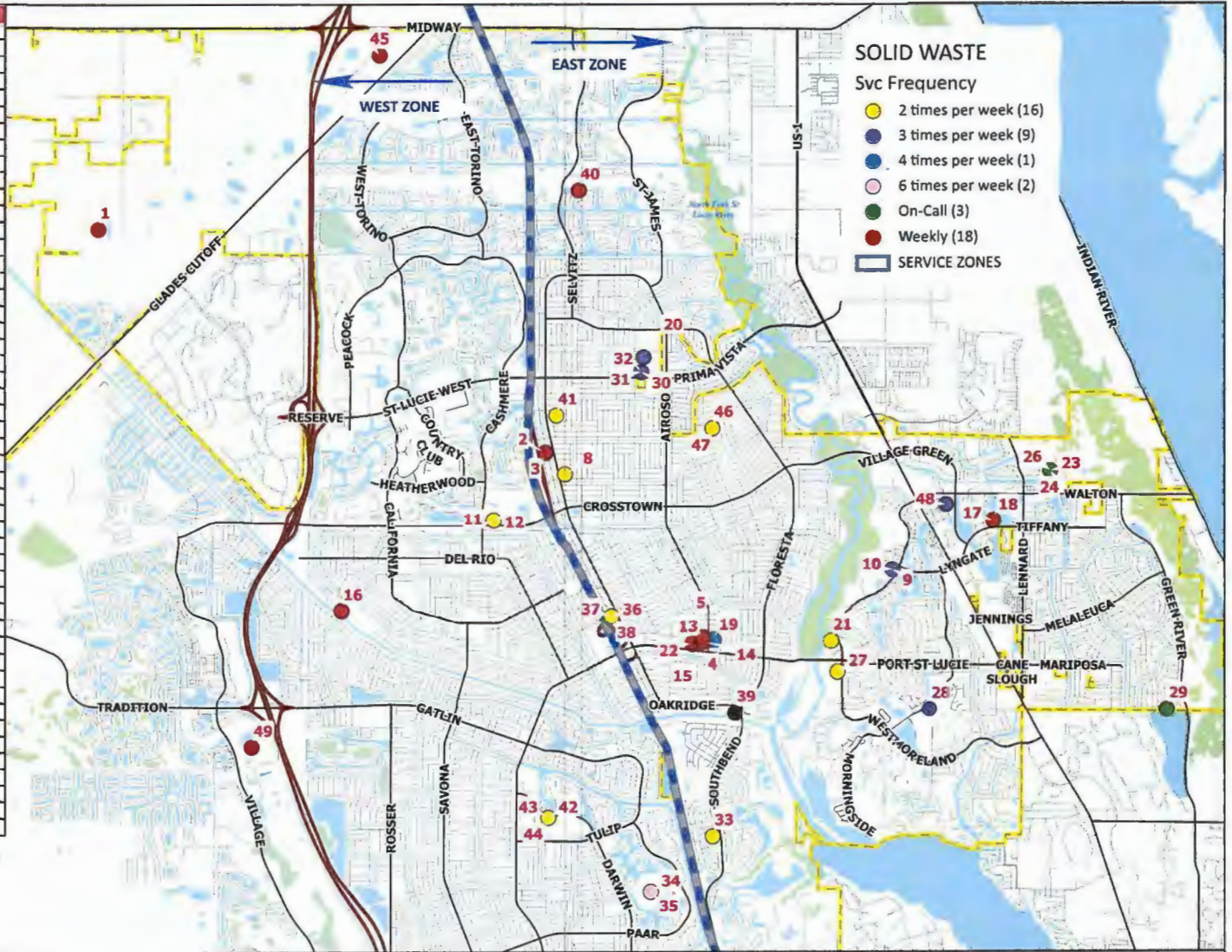
**EXHIBIT 5**

**MAP OF CITY PROPERTIES RECEIVING COLLECTION SERVICE**

**PART 1: LOCATIONS OF CITY PROPERTY  
FOR COLLECTION OF SOLID WASTE**

**PART 2: LOCATIONS OF CITY PROPERTY FOR  
COLLECTION OF RECYCLABLE MATERIALS**

Map ID	Site Name	Site Address	Svc Frequency	Location
1	PSL Water Treatment Plant	10700 NW Glades Cut Off Rd.	Weekly	West
2	Animal Control	1118 SW Bltmore St	Weekly	East
3	Animal Control	1118 SW Bltmore St	Weekly	East
4	Police Administration Bldg. C	121 SW Port St Lucie Blvd.	3 times per week	East
5	City of Port St. Lucie- Building Department	121 SW Port St. Lucie Blvd	Weekly	East
6	City of Port St Lucie	12525 SW Range Line Rd.	Weekly	West
7	City of Port St Lucie	12525 SW Range Line Rd.	Weekly	West
8	Jaycee Park	1301 SW Bayshore Blvd.	2 times per week	East
9	Lyngate Park	1302 SE Lyngate Dr	3 times per week	East
10	Lyngate Park	1302 SE Lyngate Dr.	3 times per week	East
11	McChesney Park	1585 SW Cashmere Blvd.	2 times per week	West
12	McChesney Park	1585 SW Cashmere Blvd.	2 times per week	West
13	City Hall	121 SW Port St Lucie Blvd, Bldgs. A AND B	3 times per week	East
14	City Hall	121 SW Port St Lucie Blvd, Bldgs. A AND B	3 times per week	East
15	City Hall	121 SW Port St Lucie Blvd, Bldgs. A AND B	Weekly	East
16	Oak Hammock Park	1882 SW Villanova Rd.	Weekly	West
17	Rotary Park	2101 SE Tiffany Ave.	Weekly	East
18	Rotary Park	2101 SE Tiffany Ave	Weekly	East
19	Community Center	2195 SE Alraco Blvd.	4 times per week	East
20	Sportsman West Park	220 NW Irving St	3 times per week	East
21	Rivergate Park	2200 SE Veterans Memorial Pkwy.	2 times per week	East
22	City of Port St Lucie	2266 SW Best St.	Weekly	East
23	Sandhill Crane Park	2355 SE Scenic Park Dr.	Weekly	East
24	Sandhill Crane Park	2355 SE Scenic Park Dr.	2 times per week	East
25	Sandhill Crane Park	2355 SE Scenic Park Dr.	2 times per week	East
26	Sandhill Crane Park	2355 SE Scenic Park Dr.	On-Call	East
27	Botanical Gardens-City Of PSL	2410 SE Westmoreland Blvd.	2 times per week	East
28	City of Port St. Lucie Golf Course	2501 SE Morningglade Blvd.	3 times per week	East
29	City of Port St Lucie	2706 Se South Blackwell Dr.	On-Call	East
30	Sportsman Park	295 NW Prima Vista Blvd.	2 times per week	East
31	Sportsman Park	295 NW Prima Vista Blvd.	2 times per week	East
32	Sportsman Park	295 NW Prima Vista Blvd.	3 times per week	East
33	Parks and Recreation	3200 SE Southbend Blvd.	2 times per week	East
34	Utilities West Port	3721 SW Darwin Blvd.	6 times per week	West
35	Utilities West Port	3721 SW Darwin Blvd.	6 times per week	West
36	Public Works	450 SW Thornhill Dr.	Weekly	East
37	Public Works	450 SW Thornhill Dr.	Weekly	East
38	Public Works	450 SW Thornhill Dr.	2 times per week	East
39	Genral Park	500 SE OAKRIDGE DR	Weekly	East
40	Charles Ray Park	5626 NW Manville Dr.	Weekly	East
41	Swan Park	700 SW Carmelite St.	2 times per week	East
42	Minsky Gym	750 SW Darwin Blvd	2 times per week	West
43	Whispering Pines	750 SW Darwin Blvd.	2 times per week	West
44	Whispering Pines	750 SW Darwin Blvd.	2 times per week	West
45	City of Port Saint Lucie Utilities	7599 NE LTC Pkwy.	Weekly	West
46	City of Port St. Lucie Utilities	900 SE Ogden Ln.	On-Call	East
47	City of Port St. Lucie Utilities	900 SE Ogden Ln.	2 times per week	East
48	City of Port Saint Lucie	9221 SE Event Center Pl	3 times per week	East
49	City of Port St Lucie	9801 SW Discovery Way	Weekly	West



**SOLID WASTE**  
Svc Frequency

- 2 times per week (16)
- 3 times per week (9)
- 4 times per week (1)
- 6 times per week (2)
- On-Call (3)
- Weekly (18)

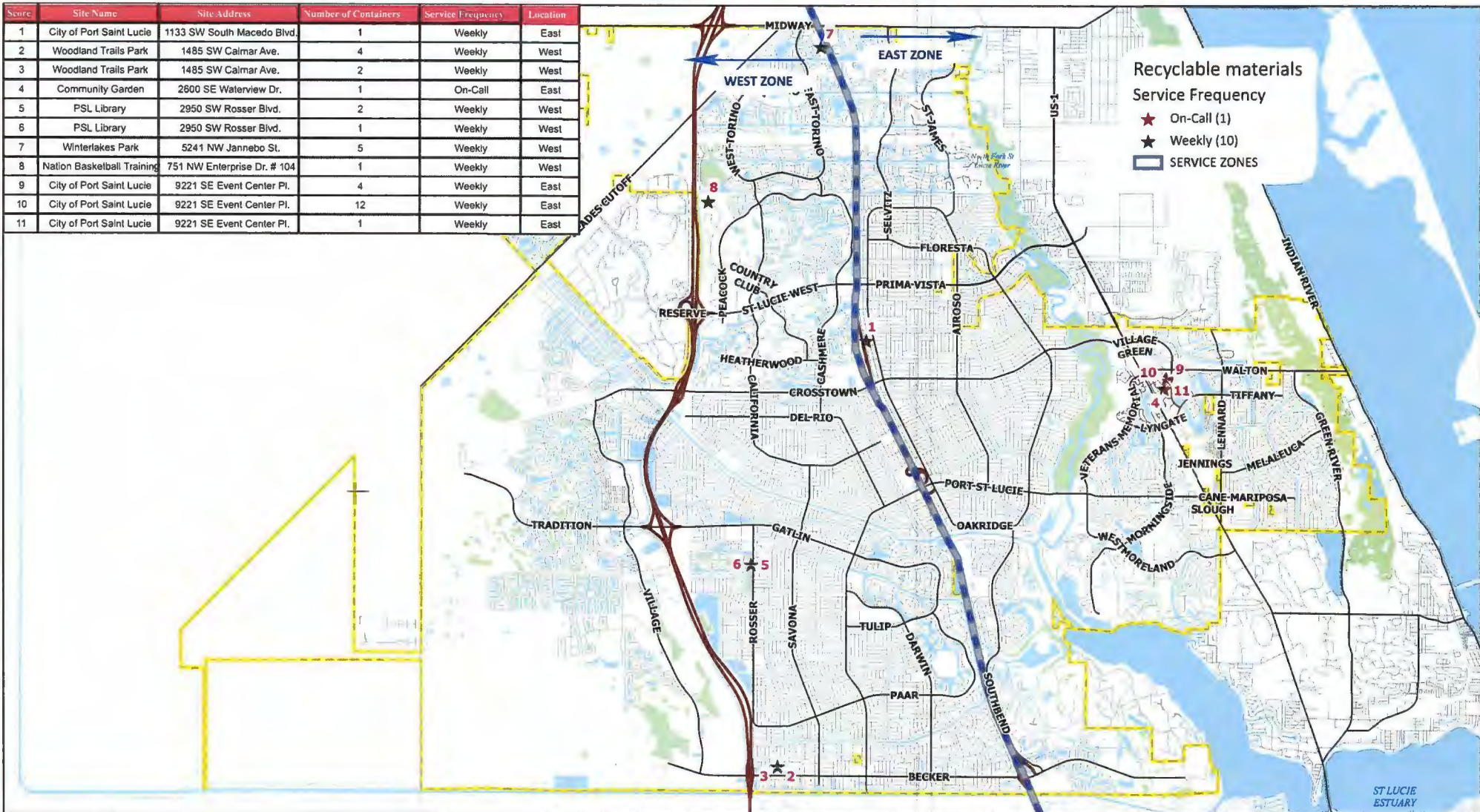
▭ SERVICE ZONES



## LOCATIONS OF CITY PROPERTY FOR COLLECTION OF SOLID WASTE - EXHIBIT 5, PART 1

Date: 3/29/2022  
Page: 1 of 1  
Tech: rta-for  
MIS GIS #: 0529

Score	Site Name	Site Address	Number of Containers	Service Frequency	Location
1	City of Port Saint Lucie	1133 SW South Macedo Blvd.	1	Weekly	East
2	Woodland Trails Park	1485 SW Calmar Ave.	4	Weekly	West
3	Woodland Trails Park	1485 SW Calmar Ave.	2	Weekly	West
4	Community Garden	2800 SE Waterview Dr.	1	On-Call	East
5	PSL Library	2950 SW Rosser Blvd.	2	Weekly	West
6	PSL Library	2950 SW Rosser Blvd.	1	Weekly	West
7	Winterlakes Park	5241 NW Jannebo St.	5	Weekly	West
8	Nation Basketball Training	751 NW Enterprise Dr. # 104	1	Weekly	West
9	City of Port Saint Lucie	9221 SE Event Center Pl.	4	Weekly	East
10	City of Port Saint Lucie	9221 SE Event Center Pl.	12	Weekly	East
11	City of Port Saint Lucie	9221 SE Event Center Pl.	1	Weekly	East



## LOCATIONS OF CITY PROPERTY FOR COLLECTION OF RECYCLABLE MATERIALS - EXHIBIT 5, PART 2

Date: 3/29/2022  
Page: 1 of 1  
Tech: rta-for  
MIS GIS #: 0529

## EXHIBIT 6

### **CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (*This section applies upon receipt of FEMA federal financial assistance*)**

**Pursuant to 2 CFR 200.327 and Appendix II of 2 CFR 200, the following federal requirements and contract provisions are incorporated by reference into the franchise agreement, where applicable.**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-City of Port St. Lucie including the manner by which it will be affected and the basis for settlement.

The following Items (1) through (12) are "MANDATED CONDITIONS that will be incorporated into this contract, where applicable.

#### **(1) EQUAL OPPORTUNITY EMPLOYMENT**

In accordance with 41 C.F.R. §60-1.4(b), the Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

**(1)** The contractor will not discriminate against any employee or contractor for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that contractors are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and contractors for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified contractors will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or contractor for employment because such employee or contractor has inquired about, discussed, or disclosed the compensation of the employee or contractor or another employee or contractor. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or contractors as a part of such employee's essential job functions discloses the compensation of such other employees or contractors to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and contractors for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering



agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(2) COPELAND ANTI-KICKBACK ACT

The Contractor hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

**Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

**Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the U.S. Department of the Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

**Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §

5.12.

**(3) CONTRACT WORK HOURS AND SAFETY STANDARDS**

If the Contractor, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

For contracts to be in compliance with the Contract Work Hours and Safety Standards Act the following are required:

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any

liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

(4) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Contractor, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q).

The contractor agrees to report each violation to the City of Port St. Lucie and understands and agrees that the City of Port St. Lucie will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by U.S. Department of the Treasury.

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387).

The contractor agrees to report each violation to the City of Port St. Lucie and understands and agrees that the City of Port St. Lucie will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by U.S. Department of the Treasury.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(5) SUSPENSION AND DEBARMENT

If the Contractor, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Port St. Lucie. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Port St. Lucie, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**(6) BYRD ANTI-LOBBYING AMENDMENT**

If the Contractor, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the contractor who in turn will forward the certification(s) to the awarding agency.

**(7) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

- a. If the Contractor, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - 4) Establishing delivery schedules, where the requirement permits, which

- encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - 6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "Socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
  - c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Contractor must take; the requirements do not preclude the Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.
  - d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises, does not authorize the Contractor to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(8) DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141–3148)

As required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The City of Port St. Lucie must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The City of Port St. Lucie must report all suspected or reported violations to the Federal awarding agency.

The Wage Decision to use for this Contract *is not* applicable to this contract. (*provide prevailing wages if required*)

(9) PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by

the Resource Conservation and Recovery Act where applicable and provide such information and certification to City of Port St. Lucie. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage for recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand (\$10,000) dollars or the value of the quantity acquired during the preceding fiscal year exceeds ten thousand (\$10,000) dollars; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### **(10) PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in Title 2 CFR §200.216 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and as adopted by FEMA, as used in this clause—

#### ***(b) Prohibitions.***

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the FEMA to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part

of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the contractor or contractor, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or

services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**(11) RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the contractor or subcontractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the contractor or subcontractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. contractor agrees to comply with the above requirements when applicable.

**(12) DOMESTIC PREFERENCE FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**(13) ACCESS TO RECORDS**

The Contractor agrees to provide the City of Port St. Lucie, the FEMA administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall maintain records for a period of five (5) years after all funds have been expended or returned to the City of Port St. Lucie, whichever is later.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to permit the FEMA administrator or their authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.



In compliance with the Disaster Recovery Act of 2018, the City of Port St. Lucie and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA administrator or the Comptroller General of the United States.

(14) CHANGES

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

(15) DHS SEAL, LOGO, AND FLAGS

The Contractor must obtain permission before using the DHS seal(s), logos, crests, reproductions of flags, or likenesses of DHS agency officials without FEMA's pre-approval. The contractor shall include this provision in any subcontracts.

(16) COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA Federal financial assistance may be applied to recoup funding of all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders and FEMA policies, procedures and directives.

(17) NO OBLIGATION BY FEDERAL GOVERNMENT

FEMA is not a party to this contract and FEMA is not subject to any obligations or liable to any party for any matter relating to the contract between the City of Port St. Lucie and its contractor City of Port St. Lucie.

(18) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

(19) INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

(20) REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

(21) COPYRIGHT AND DATA RIGHTS (If applicable)

#### License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the City of Port St. Lucie, FL, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Port St. Lucie, FL or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Port St. Lucie, FL data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Port St. Lucie, FL.

## EXHIBIT 7

### CART SPECIFICATIONS

#### Technical Specifications

Both Solid Waste and Recycling Carts were previously purchased from the Shaefer Systems International, Inc. and Rehrig Pacific Company.

Prior to purchasing new solid waste and recycling carts, the Contractor shall provide the cart specifications to the City that meet or exceed the following technical specifications.

The base plastic resin used in the manufacturing process for the cart body and lid must be first quality high-density polyethylene (HDPE) mixed with a minimum of 20% post-consumer high-density (HDPE) resin. Material must satisfy manufacturer's original specification for first quality material.

The plastic resin must be enhanced with color pigment, ultraviolet light stabilizers and antioxidants, uniformly distributed throughout the finished container to prevent deterioration and shattering. Dry mixing or dry blending of color pigments and resin is not acceptable. Color shall be non-fading throughout the warranty period.

All containers shall meet ANSI container standards Z-245.30 and Z-245.60 for "Type B/G" containers.

The container shall be manufactured with a smooth surface inside and out, free of inside recesses, projections, or other obstructions where material inside the containers could be trapped. No coatings or sprayed on surfaces are permitted. The body and lid shall have no foreign substances, shrink holes, cracks, thin spots, blow holes, drill holes, webs, or other similar poor workmanship.

The container shall be designed to remain in the upright position when the lid is thrown open, either loaded or empty. The container must be designed to withstand winds averaging 35 miles per hour when empty (based on the average wind resistance of the four sides of the cart).

The container shall be manufactured with a foot operated tilt feature designed into the axle area to facilitate easy tipping. The container shall be designed to be picked up and dumped by a semi-automated lifting device that will pick up the leading side of the container and also will prevent it from falling into the truck hopper, and by a fully automated lifting device that encircles the cart. The container shall function normally and regularly with a mechanized collection system, both automated and semi-automated lifts.

The containers must be designed with a double drag rail on the container bottom. The container base must be reinforced in the area that contacts the ground with a molded-in strip.

The top of the container body shall be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim shall have a raised perimeter to serve as a barrier to escaping odors, intrusion of pests, and to prevent moisture from entering the cart under the edge of the lid. The rim of the cart must not be designed to have an

inward radius to obstruct free flow emptying of material out from the container.

The containers shall be manufactured with a nominal wall thickness of .175 inches throughout the body of the container and a minimum wall thickness of .185 inches in critical wear points (i.e., cart bottom, handle and lift (mechanism)).

The container lid shall be manufactured from the same material as the container body and be of such a configuration that it will not warp, bend, slump, or distort to such extent that it no longer fits the container properly or becomes otherwise unserviceable. A UVR inhibitor is required. The inhibitor shall be guaranteed effective against sun deterioration and/or the lid becoming brittle due to exposure. The lid shall be one-piece construction and the lid design and weight shall prevent rainwater from entering the container and will not blow open under general weather conditions. The container section will be furnished with a hinged lid, with hinge to the rear of wheeled section. Lids shall be curved or built up to drain and shall be light and stiff for convenient handling. Lids shall overlap sides but shall flare out so they will not bind against the sides if the lifting device distorts the container. Lids shall be securely attached to the container without the use of nuts and bolts and shall be hinged to open by gravity as the container is dumped. The lid shall open to a position 270 degrees from the closed position and hang open without stressing the lid, container body or tipping over the cart. Lids must be capable of being imprinted with a custom hot stamp, heat transferred label, or in-molded label technology. Lids shall not have a locking device. The City must approve lid design.

Each container shall have a horizontal handle to provide comfortable gripping areas for pulling or pushing the container. The handle and handle mounts must be an integrally molded part of the container body or lid, and only expose plastic surfaces to the hands of the user.

Each container shall be furnished with two (2) plastic molded or rubber snap on wheels and each wheel shall be furnished with an inner lock pin made from a corrosion resistant metal.

Each container shall be furnished with a universal axle with a corrosion resistant coating. Axle must slide in the cart bottom and must not be exposed to contents inside of container. This Axle shall be interchangeable with 65 and 95 carts.

The container shall be manufactured with a narrow width design to fit through 30" door opening. The container shall be manufactured with a slight taper so that the top of the body is slightly larger than the bottom for nesting during shipment. There shall be no other metal attachments, metal framing, or nuts and bolts on the container, excluding the metal axle and the wheel's inner lock pin.

Each container must have a serial number and barcode hot stamped in white on the face of its body. The serial number shall be determined by the City of Port St. Lucie. Serial numbers shall be in sequence beginning with the year of manufacture.

The City of Port St. Lucie logo shall be affixed by hot stamp onto both sides of the container. The logo shall be placed near the top portion of the cart to avoid being damaged by the automated lifting arm.

All solid waste carts and/or lids shall be clearly embossed with raised letters as follows:

PROPERTY OF CITY OF PORT ST. LUCIE

↓ PLACE CONTAINER WITH ARROWS FACING THE STREET FOR COLLECTION ↓

All recycling carts and/or lids shall be clearly embossed with raised letters as follows:

PROPERTY OF CITY OF PORT ST. LUCIE

IN MOLD LID Label approved by the City of Port St. Lucie and in accordance with Florida State Law.

Carts shall be equipped with a passive, Ultra High Frequency RFID tag installed in the handle of the cart or other approved location with no exposure to the outside elements. To avoid interference with the container's contents/materials, RFID tags placed inside of the cart are unacceptable. Adhesive or Sticker RFID tags and Bar Codes will not be acceptable on new carts. The tag must be readable from up to 15 feet away.

The RFID inlay must be passive UHF and have an optimal operating frequency of 860 – 960 MHz and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPC Global Gen 2 standards. An association between each container's RFID Tag, Serial Number and Bar Code must be recorded at the manufacturing facility. The manufacturer shall create and supply a database for the City of Port St. Lucie that includes the associated information.

The database must include each container's RFID Tag, Serial Number, Date of Manufacture, Bar Code, Cart Size, Cart Type, Address Fields, Inventory Control fields and fields for GIS Cart Location.

Tags must be tested to ensure that each tag is programmed properly, and the bar code is readable before a cart leaves the manufacturing facility.

RFID tags and portable hand-held readers shall be compatible with the City's own Tracking Software System as well as other proven RFID tracking software systems (i.e., Sonrai) in the refuse and recycling industry.

The TRSS must manage the initial container delivery, any work orders generated and/or completed, recycling set-out rates and participation, and any informational changes made during the course of the program.

The TRSS shall have the ability to generate reports daily, weekly, or monthly based on container activity. These would include inventory reports, maintenance reports, and recycling participation reports customizable for the City. Reports should be able to be viewed in PDF format or downloadable in an Excel format.

Any and all data and reports collected and prepared through the TRSS shall become the property of the City of Port St. Lucie, without restriction or limitation on its use, and shall be made available, to the City, upon request, at any time, in a format approved by the City.

In-Mold Lid Labels shall be included in the price for carts. This shall include the costs for label design, layout, proofing, color printing, ultraviolet ray protection, and placement on the lid of the container.

The City of Port St. Lucie will design educational signage that must be affixed to the lid portion of the container that will provide instructions on how and what to recycle. The image will be in the form of an In-Mold label. The In-Mold label will be located on the outside of the lid.

Instructions for the safe use of the container may also be part of the In-Mold label, as well as a notification statement that "This cart has been assigned to a physical address".

In-Mold Label shall be permanently molded into the container lid. It should not wear or peel from normal uses. It shall have ultra-violet and other protection from the effects of the sun.

The In-Mold Label shall be full color and contain images and language representing materials acceptable for the City of Port St. Lucie curbside collection program. All proofs for the label shall be 3/1/2021 3:38 PMp. 26CAM 21-0349

The warranty must be for no less than ten (10) full years, which includes lids, axles, wheels, all component parts, and all RFID equipment.

The warranty must specifically provide for no-charge replacement of any component parts that fail in materials or workmanship for a period of ten (10) years after installation. Contractor must accept any and all defective carts returned under warranty and pay for all freight and delivery costs including disposal costs.

The warranty is understood to include, whether stated in Bidder's warranty or not, the following coverage:

- Failure of the lid to prevent rainwater from entering the container when in the closed position.
- Damage to the container body, lid or other component parts through opening or closing the lid.
- Failure of the retaining bar from damage during the interface with standard ANSI approved lifting devices.
- Failure of the body and lid to maintain their original shape.
- Damage or cracking of the container body through normal operating conditions.
- Failure of the wheels to provide continuous easy mobility as originally designed.
- Failure of the lid hinge to remain fully functional and continuously hold lid in the originally designed and intended position whether open or closed.
- Failure of any metal components to remain free of excessive rust or corrosion, to be determined by the City.
- Failure of any portion of the bottom of the container body to remain impervious to wear- through despite repeated contact with abrasive surfaces.
- Failure of mechanism holding wheels on axles.

- Failure of any container, container body, lid, wheels, or other component part to conform to minimum standards as specified herein.
- Deterioration, cracking or failure of containers due to ineffectiveness of UVR inhibitors.3/1/2021 3:38 PMp. 27CAM 21-0349
- Color shall be non-fading.
- Damage or fading of the IML

Contractor expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose.

Container or component failure during the warranty period shall require replacement with a new component(s) if the failure is solely with the component and with a complete container (including shipping) if the failure is in the body of the container, at no cost to the City. The determination of the failure will be at sole discretion of the City.

## EXHIBIT 8

The 2022 St. Lucie County Tax Roll for single family residential properties within the boundaries of the City of Port St. Lucie, including a listing of single-family residential properties issued a Certificate of Occupancy through May 31<sup>st</sup>, 2022.



**EXHIBIT 9**

**RFP**  
**DOCUMENTATION**



"A City for All Ages"

**City of Port St. Lucie**  
**Request for Proposals ("RFP")**  
**Event Name: Solid Waste Collection Services**  
**RFP (Event) Number: 20220061**

**1. Introduction**

**1.1. Purpose of Procurement**

Pursuant to the [Port St. Lucie City Ordinance 35.05](#), this Expedited Request for Proposals ("RFP") is being issued to establish a contract with a qualified contractor(s) who will provide **Solid Waste Collection Services** to the City of Port St. Lucie, including the Community Redevelopment Agency and Governmental Finance Corporation (hereinafter, "City") as further described in this RFP. On March 21, 2022 the City Council authorized the City Manager pursuant to Section 4.06 (Emergency Purchases) of the City's Purchasing Policy and Procedure Manual, to secure the emergency purchase of new solid waste franchise agreement(s) that can be mobilized by September, 2022. A descriptive overview of the City can be found at <https://www.cityofpsl.com/discover-us/about-psl>. Please visit the City's website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

**1.2. RFP Scope of Requested Services**

**CITY OF PORT ST. LUCIE**

According to the [United States Census Bureau's](#) 2020 population estimate, Port St. Lucie is the 7th largest city in Florida with over 215,000 residents.

It occupies an area of 120 square miles in St. Lucie County on Florida's east coast, about 50 miles north of West Palm Beach, halfway between Miami and Orlando.

The attractive environment, including the top-rated park system, golf courses, St. Lucie River, and growing arts and performance community, stand out as key reasons for the city's growth in recent years. Port St. Lucie also attracts a vibrant mix of people because of its low crime rate, diverse housing stock, abundant open space and because of the optimistic vision of its residents.

Additionally, the city government is committed to delivering outstanding public services that enhance the community and the quality of life for people of all ages.

## **BACKGROUND**

The City's current solid waste franchise agreement includes exclusive collection of approximately 81,000 residential accounts for solid waste, yard waste, bulky waste, electronic waste, white goods, tires and recyclable materials and exclusive commercial solid waste. The Current Contractor also provides non-exclusive collection of commercial recycling materials outside the scope of the existing franchise agreement.

The City has an existing Interlocal Agreement with St. Lucie County for the disposal of all solid waste and recycling materials. See Attachment A.

The City receives a Franchise Fee in the amount of 4% for all revenues derived from the collection of refuse, solid waste, yard waste, white goods, residential recyclables and all other charges except for revenues received to pay the cost of disposal at the St. Lucie County Landfill.

As of March, 2022, the City has approximately 81,000 active accounts. The City issued 5,335 building permits and 3,911 Certificates of Occupancy in 2021 and is expecting similar growth for 2022.

Each household will have a minimum of 1 (one) solid waste container and 1 (one) recycle container which equals to approximately 162,000 containers.

## **SERVICE OVERVIEW**

- The City is dividing the Service Area into two zones (East and West) for all collection services with the western border of Florida's Turnpike to serve as the east/west boundary delineating the two zones. A map of the Service Area is provided as Attachment B.

### **Proposed residential collection service includes the following:**

- Once per week automated collection of solid waste in 96-gallon and 64-gallon containers. The City will purchase 81,000 carts and have all carts delivered to approximately 81,000 housing units prior to the commencement date, thereafter the Contractor will be responsible for maintenance and repair and the purchase and delivery of new and replacement carts.
- Once per week automated collection of primarily 64-gallon single-stream recycling carts. The Contractor will be responsible for maintenance and repair and the purchase and delivery of new and replacement carts.
- Once per week collection of yard waste, limited to four (4) cubic yards per week per household.
- Once per month collection of bulky waste, identified as no more than two (2) cubic yards. A monthly bulky waste collection schedule must be provided to the City at least 60 days prior to the Commencement Date.

### **Proposed Multi-Family Dwelling collection service includes the following:**

- At a minimum, once (1) per week collection of all the Customer's Garbage and Rubbish at the Customer's Premises.
- Once (1) per week service for Recycling Carts or Mechanical Containers for the Collection of the Customer's Recyclable Materials.

- Once (1) per month Bulky Waste service in Mechanical Containers used for the collection of garbage and refuse.
- Once (1) per week Yard Waste collection that is generated at Multi-Family Dwellings where Mechanical Containers are used for the Collection of Garbage and Rubbish.
- The Collection of Solid Waste and Recyclable Materials at a Multi-Family Dwelling shall be subject to the requirements for Commercial Collection Service, rather than the requirements for Residential Collection Service, when the Director or Customer deems it appropriate.

**Proposed Commercial collection service includes the following:**

- Collection Service for Commercial Waste and, upon request, Recyclable Materials at least once each week for each Commercial Customer. Commercial Collection Service shall be provided at least two (2) times each week for each restaurant, grocery store, and other Customer that generates Garbage or other types of putrescible waste. Commercial Collection Service for Construction and Demolition Waste may be provided as needed.
- Commercial Collection Service must be provided with Mechanical Containers. A Garbage Cart(s) may be used to provide Commercial Collection Service in those cases where a Mechanical Container is too large to fit on the Customer's Premises, too large for the Customer's needs, or otherwise unsuitable.
- Upon the Customer's request, the Contractor shall provide Collection Service for Recyclable Materials generated on Commercial Property. These materials may be collected in Mechanical Containers or Recycling Carts.
- Garbage, Rubbish, and Recyclable Materials shall be collected on Scheduled Collection Days.

**Proposed Collection Service to City-owned facilities includes the following:**

- Collection Services for the City shall be provided without charge to all City facilities and other public locations owned and controlled by the City. A list of City-owned facilities requiring collections services is provided as Attachment C.
- At a minimum, the Collection Services for the City's properties and facilities shall be provided in compliance with the following requirements:
  - Garbage and Rubbish shall be collected once (1) each week;
  - Recyclable Materials shall be collected once each week; and
  - Mechanical Containers shall be emptied by the Contractor whenever the Mechanical Containers are full.
  - To assist with collecting loose trash and debris, the Contractor shall add a litter crew consisting of two or more employees within sixty (60) days of the effective date of this Agreement. The crew shall be equipped with a minimum of two (2) disposal compartments on a golf cart or vehicle of a similar size and functionality for solid waste and recycling materials. This litter crew shall work six (6) days a week (except on Holidays as stated in this Agreement) and work under the guidance of the Public Works Department. This litter crew shall be

instituted at no additional cost to the City. The Contractor also agrees to assign a supervisory-level employee (who lives in the City) to serve on the Keep Port St. Lucie Beautiful Committee to help advance litter control and recycling throughout the City. See Attachment D.

**Tentative Timeframe**

It is the intent of the City to have the Contract executed within in an expedited time frame. All work under this agreement will begin in the month of September 2022. Therefore, priority will be given to firms who recognize and display the ability to work within the restrictions of the expedited timeframe.

**1.3. Overview of the RFP Process**

The objective of the RFP is to select a qualified contractor(s) to provide the goods and/or services outlined in this RFP to the City. This RFP process will be conducted to gather and evaluate responses from contractors for potential award. All qualified contractors are invited to participate by submitting responses, as further defined below. After evaluating all contractors' responses received prior to the closing date of this RFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the RFP process will be publicly announced, by the City Clerk's Office, to include the names of all participating contractors and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

**1.4. Schedule of Events**

The schedule of events set out herein represents the City's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted prior to the closing date of this RFP. After the close of the RFP, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of RFP	March 29, 2022	N/A
<u>Pre-Proposal Conference Location:</u> 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 3 <sup>rd</sup> Floor OMB Conference Room #386 or Room #366 and via Microsoft Teams: Join on your computer or mobile app: <a href="#">(Click here to join the meeting)</a> Or call in (audio only) +1 561-437-3554 Phone Conference ID: 461 167 044# Attendance is: Non-Mandatory	April 4, 2022	10:00 a.m. ET
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	April 6, 2022	5:00 p.m. ET

Collective responses to Written Questions by City Issued Addendum	April 7, 2022	5:00 p.m. ET
Proposals Due/Close Date and Time	April 12, 2022	3:00 p.m. ET
Evaluation Committee Meeting to Review / Rank Proposals	April 15, 2022	TBD
Negotiations and Finalization of Contract Terms with Recommended Proposer(s) (on or about); discretionary process	Week of April 18, 2022	N/A
Committee recommendation(s) presented to City Council for Award	Week of April 25, 2022 to be Published by <a href="#">City Clerk's Office</a>	TBD
Notice of Award [NOA] (on or about)	Week of May 2, 2022	N/A

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations and Proposal Revisions may not be required.

- 1.5. Official Issuing Officer (Procuring Agent)**  
**Nathaniel Rubel, Procurement Division Assistant Director**  
[nrubel@cityofpsl.com](mailto:nrubel@cityofpsl.com)

**1.6. Definition of Terms**

Please review the following terms:

Contractor(s) – companies desiring to do business with the City (Also called “Bidder”, “Proposer”, or “Offeror”.)

City of Port St. Lucie “City” – the governmental entity identified in Section 1.1 “Purpose of Procurement” of this RFP.

Immaterial Deviation- does not give the contractor a substantial advantage over other contractors.

Material Deviation- gives the contractor a substantial advantage over other contractors and thereby restricts or prevents competition.

Procurement Management Division (PMD)- The City department that is responsible for the review and possible sourcing all publicly sourced solicitations.

Responsible- means the contractor, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.

Responsive- means the contractor, whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.

Sourcing Platform- [DemandStar](#)

Any special terms or words which are not identified in the City's RFP Document may be identified separately in one or more attachments to the RFP.

## 1.7. Contract Term

The initial term of the contract(s) is for seven (7) calendar year(s) from the execution date. There shall be one, three (3) year option to renew, which shall be mutually exercisable. Renewal(s), if provided, will be accomplished through the issuance of a Contract Amendment. In the event that the contract(s), if any, resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the awarded contractor(s), extend the contract(s) for such period of time as may be necessary to permit the City's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this RFP states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

## 2. Instructions to Contractors

This section contains general business requirements. By submitting a response, the contractor is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the contractor's submitted pricing.

By submitting a response to the RFP, the contractor is acknowledging that the contractor:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

### 2.1 General Information and Instructions

#### 2.1.1. Familiarity with Laws and Regulations

Responding Contractors are assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Awarded Contractor will in no way relieve them from contract responsibility.

#### 2.1.2. Restrictions on Communicating with Staff/ Cone of Silence

From the issue date of this RFP until a fully executed Contract is submitted to the contracted contractor(s) (or the RFP is officially cancelled), contractors are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the Bidders/Offerors' conference (if any), or as defined in this RFP or as provided by existing work agreement(s). This is commonly known as a cone of silence during the procurement process as identified in the [City Code of Ordinances, Section 35.13](#). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any contractor violating this provision. Further information of this topic can be found on the Cone of Silence and RFP Communication Document.

#### 2.1.3. Submitting Questions

All questions concerning this RFP must be submitted in writing via email to the Issuing Officer identified in Section 1.5 "Issuing Officer" of this RFP. No questions other than written will be accepted. No response other than written will be binding upon the City. All contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Contractors are cautioned that the City may or may not elect

to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this RFP must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the RFP*

Question #2 Question, *Citation of relevant section of the RFP*

**2.1.4. Attending Pre-Proposal Conference**

The Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.4 "Schedule of Events" of this RFP. Unless indicated otherwise, attendance is not mandatory; although contractors are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the contractor must attend the conference in its entirety to be considered eligible for contract award. The contractor is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

**2.1.5. The City's Right to Request Additional Information – Contractor's Responsibility**

Prior to contract award, the City must be assured that the selected contractor has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the contractor's ability to perform, if awarded, the City has the option of requesting from the contractor any information deemed necessary to determine the contractor's responsibility. If such information is required, the contractor will be so notified and will be permitted approximately ten business days to submit the information requested.

**2.1.6. Failing to Comply with Submission Instructions**

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. Contractors' responses must be complete in all respects, as required in each section of this RFP.

**2.1.7. Rejection of Proposals; The City's Right to Waive Immaterial Deviation**

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a contractor's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this RFP**. A contractor's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made by the City on a case-by-case basis.

**NOTE: The City reserves the right to reject the Bid of any Contractor who has previously failed in the performance of an award or to deliver contracts of a similar**



nature on time or who is not in a position to perform properly under this award. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List. Please see [Florida Statute 287.133](#) for further information regarding business transactions with companies that have been convicted of public entity crimes.

**2.1.8. The City's Right to Amend and/or Cancel the RFP**

The City reserves the right to amend this RFP. All revisions must be made in writing prior to the RFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. Written notice will be posted to DemandStar without divulging the source of the request. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the RFP known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the contractor shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including any revisions/additions made in writing prior to the close of the RFP whether or not such revision occurred prior to the time the contractor submitted its response) unless expressly stated otherwise in the contractor's response. THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE RFP. All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 4.8 of this document. **Contractors are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this RFP at any time**

**2.1.9. Assigning of the Contract & Use of Subcontractors**

Except as may be expressly agreed to in writing by the City, Contractor shall not assign, sell, transfer or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City.

Each Bidder shall list all subcontractors and the work provided by the suppliers. The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

If apparent successful Bidder(s) declines to make any such substitution, City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). Any subcontractor, supplier, other person or organization listed and to whom City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City subject to revocation of such acceptance after the effective date of the Contract.

No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all Subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the Subcontractors. Any contract with a Subcontractor must also preserve the rights of the City. The City shall have the right to request the removal of a Subcontractor from the Contract with or without cause.

**2.1.10. Proposal of Additional Services**

If a proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the original contract at the sole discretion of the City.

**2.1.11. Protest Process**

Proposers should familiarize themselves with the procedures set forth in [City Ordinance 20-15 Sec. 35.14.](#)

**2.1.12. Costs for Preparing Responses**

Each Contractor's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the contractor. The City will not provide reimbursement for such costs.

**2.1.13. Public Access to Procurement Records**

Solicitation opportunities will be publicly advertised as required by city ordinances and state and federal laws. Any material that is submitted in response to this RFP will become a public document pursuant to [Chapter 119 of the Florida Statutes](#). Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the Solicitation constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

PLEASE NOTE:

**EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.**

The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. Contractors should review Chapter 119 of the Florida Statutes for all updates before requesting exceptions from Florida Statutes Chapter 119.

#### **2.1.14. Scrutinized Company List**

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

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

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

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

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

## **2.2 Submittal Instructions**

Listed below are key action items related to this RFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the RFP provides high-level instructions regarding the process for reviewing the RFP, preparing a response to the RFP and submitting a response to the RFP.

### **2.2.1. RFP Released**

The release of the RFP is only communicated through the posting of this RFP as an event in DemandStar. This RFP is being conducted through DemandStar an online,

electronic tool, which allows a contractor to register, logon, and download the RFP documents. Each contractor interested in competing to win a contract award must complete and submit a response to this RFP by emailing their proposal to the Issuing Officer (see Section 1.5). Each contractor MUST carefully review the submittal instructions and follow the submittal guidance that is provided in Section 2.2 of this RFP document.

### **2.2.2. RFP Review**

The RFP consists of the following: this document, entitled "PSL RFP Document", and any and all information included in the RFP, as posted to DemandStar, including any and all documents provided by the City as attachments to the RFP or links contained within the RFP or its attached documents.

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (see Section 1.5). Attached documents may be found as follows:

### **2.2.3. Preparing a Response**

When preparing a response, the contractor must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all attached files using the corresponding section numbers of the RFP as specified by the City.
5. Use caution in creating electronic files to be emailed. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the contractor's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following format: Microsoft Office 2007 and portable document format file (PDF). Unless the RFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the contractor, the contractor's response may be considered incomplete and disqualified from further consideration.

#### **2.2.4. Proposal Format**

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

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

##### Title Page: (Non-scored)

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

##### Tab 1 - Transmittal Letter: (Non-scored)

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

##### Tab 2 – Completed Forms: (Non-scored)

- Contractor's General Information Worksheet – Attachment F

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

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

##### Tab 4 – Summary of Qualifications: (maximum 10 points)

- Provide evidence of a minimum of 10 years' experience providing solid waste collection services;
- Provide evidence of having exclusive residential collection service including solid waste, recyclable materials, yard waste, bulky waste, white goods, electronic waste and tires, to at least two (2) local government jurisdictions, one of which was located in Florida, with a minimum residential population of 70,000 within the past eight (8) years;
- Provide evidence of having exclusive commercial collection service to at least two (2) local governments within the past eight (8) years, one of which was located in Florida.
- Provide a brief discussion about Collector's business history and current purpose/function in the marketplace.
- Indicate specifically the members of the firm who will have primary responsibility for the City's contract and provide a brief resume for each. Also indicate all key individuals, and their tasks and/or areas of expertise.

##### Tab 5 – Project Approach / Methodology: (maximum 20 points)

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

- Provide your procedure for notifying applicable government agencies of reportable quantities of hazardous waste found or observed by you anywhere within the City; including on, in, under or about City owned property and City waste containers;
- Provide a list of standard reports that will be available to the City;
- Provide any Value Added Elements that an agreement with the Proposer would offer the City.
- Any deviations from scope of work requirements will be discussed in this section.

**Tab 6 – Transition Plan: (maximum 20 points)**

- Describe in detail your transition plan. At a minimum, include the following:
  - Your proposed strategy to ensure a smooth transition;
  - Your strategy to meet or exceed the current level of service;
  - Identify the group of individuals who will oversee the execution of the transition plan; provide a brief resume for each;
  - Identify equipment, personnel and schedule for delivering containers to residents;
  - Describe how the current inventory of City-owned containers will affect contract pricing
  - Provide a timeline for the transition.
  - Acknowledge that you will take ownership of all City-owned containers.

**Tab 7 – Proposed Cost: (maximum 40 points)**

All costs associated with delivering the requested services shall be detailed in the format requested in the Bid Forms (Attachments G & H). Proposers shall include the completed Bid Forms in this section. In addition, proposers shall attach an Excel version of the completed Bid Forms with their proposal.

Points for cost will be considered separately for each of the two Service Areas (Eastern and Western)

Each contractor is required to submit a cost proposal as part of its response. The cost proposal will be evaluated and scored in accordance with Section 4 “Proposal Evaluation, Negotiations and Award” of this RFP. By submitting a response, the contractor agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
2. All quantities and/or estimates are for information or tabulation purposes only and;
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated contract period and;
4. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the RFP, will be treated as non-responsive and may not be considered for award; and
5. In the event there is discrepancy between the contractor's unit price and extended price, the unit price shall govern;
6. In the event there is a discrepancy between (1) the contractor's pricing as quoted on the RFP's provided cost worksheet and (2) the contractor's pricing as quoted by the contractor in one or more additional documents, the former shall govern; and
7. Unless otherwise specified in any terms and conditions attached to the RFP, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted pricing structure; and

8. Unless expressly permitted by the RFP, responses containing provisions for late or interest charges cannot be awarded a contract. Contractors must "strikethrough" any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
9. Contractor responses requiring prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the RFP; and
10. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the RFP or contract; and
11. Unless permitted by the RFP, responses requiring payment from the City in less than thirty (30) days will be considered non-responsive; and
12. The City is exempt from certain taxes and no provision for such taxes should be included in the contractor's response.

The City's intent is to structure the cost format in order to facilitate comparison among all contractors and foster competition to obtain the best market pricing. Consequently, the City requires that each contractor's cost be in the format outlined in the Bid Forms. Additional alternative cost structures may be considered but should be submitted in addition to the pricing as requested.

**Tab 8 – References: (maximum 10 points)**

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

**Tab 9 – Additional Required Proposal Submittal Forms: (Non-scored)**

- J. Cone of Silence Form (Mandatory Document)
- K. Contractor's Code of Ethics (Mandatory Document)
- L. Drug Free Workplace (Mandatory Document)
- M. E-Verify Form (Mandatory Document)
- N. Non-Collusion Affidavit (Mandatory Document)
- O. Vendor Certification Regarding Scrutinized Companies' List (Mandatory Document)

**2.2.5. Reviewing, Revising or Withdrawing a Submitted Response**

After the response has been submitted, please take note of the following:

1. **REVIEW AND REVISE**. In the event the contractor desires to revise a previously submitted response, the contractor may revise the response. Once revisions are complete, the contractor **must resubmit** its corrected response.
  1. **WITHDRAW**. A contractor may withdraw the proposal by communicating in writing via email to the Issuing Officer referenced prior to the deadline. In the event a contractor desires to withdraw its response after the closing date and time, the contractor must submit a request in writing to the Issuing Officer.

### 3. General Insurance, Bonding and Permit Requirements

This section contains general business requirements. By submitting a response, the contractor is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the contractor's submitted pricing.

#### 3.1. Standard Insurance Requirements

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized, including any independent contractors or subcontractors by the Contractor in the performance of this contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis.
2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person



3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage shall apply as primary and non-contributory. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20220061 – Solid Waste Collection Services Project shall be listed as additionally insured.**" The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance.

4. Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary and non-contributory basis.
5. Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.
6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

It shall be the responsibility of the Contractor to ensure that all contractors, independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all contractors, independent contractors, and sub-contractors, listing the City as an Additional Insured without the language when required by written contract. If contractor, independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest

"Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the Contractor to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the contract.

Within ten (10) business days of award, the awarded contractor must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the contract number and the City as the additional Insured party. The Contractor's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

### **3.2. Performance Bonds**

Bonds must be issued by a Surety authorized to do business in the State of Florida, in order to guarantee that the Contractor will enter into a contract to deliver products and/or related services outlined in this solicitation, strictly within the terms and conditions stated in the contract.

Payment and Performance bonds must remain in full force and effect for a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

The Contractor shall furnish to the City an irrevocable, annually renewable, Performance Bond for the faithful performance of this Service Contract and all of the Contractor's obligations hereunder. The Performance Bond shall be in the amount of fifty percent 50% of the annual contract price. The Performance Bond shall be issued by a surety company that is acceptable to the City. At a minimum, the surety company shall be rated "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The Surety shall have been in business and have a record of successful and continuous operation for at least five (5) years. The Performance Bond shall: (a) contain any provisions required by Applicable Law; (b) guarantee the performance of the Service Contract; and (c) not be canceled or altered without at least thirty (30) calendar day's prior notice to the City. The Contractor shall furnish the Performance Bond to the Director of Finance and shall provide copies of the Performance Bond to the City Attorney and the Contracts Manager at least five (5) days before the Effective Date. The Performance Bond shall be maintained in full force and effect at all times during the term of this Service Contract. The Performance Bond shall incorporate the Service Contract.

Maintenance of the Performance Bond and the performance by the Contractor of all of the obligations under this Section shall not relieve the Contractor of liability under the default and termination provisions set forth in this Service Contract or from any other liability resulting from any breach of this Service Contract. The Performance Bond may be "called" and used if there is any default or breach of this Service Contract by the Contractor. Calling or using the Performance Bond shall not restrict or preclude the use of any other remedies available to the City against the Contractor for breach, default, or damages.

In the event of a strike of the employees of Contractor or any other labor dispute which makes performance of this Service Contract by the Contractor substantially impossible, the City shall have the right to call the Performance Bond three (3) days after giving notice to the Contractor.

The City shall have the right, but not the obligation, to engage another Person to provide necessary Collection Services.

### **3.2.1 Proposal Certification**

By responding to this solicitation, the contractor understands and agrees to the following:

1. That this submitted proposal constitutes an offer, which when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the contractor and the City; and
2. That the contractor guarantees and certifies that all items included in the contractor's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the contractor's response; and
3. That the response submitted by the contractor shall be valid and held open for a period of **sixty (60) days** from the final solicitation closing date and that the contractor's offer may be held open for a lengthier period of time subject to the contractor's consent; and
4. That the contractor's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Contractor understands and agrees that collusive bidding is a violation of city ordinance, state and federal laws and can result in fines, prison sentences, and civil damage awards.

### **3.3. Permits**

The selected Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

## **4. Proposal Evaluation, Negotiations and Award**

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal(s) which represents the best value to the City based on a combination of technical and cost factors. Based on the results of the initial evaluation the City may or may not elect to negotiate technical and/or cost factors as further described in the RFP. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), the apparent successful contractor(s) will be required to enter into discussions with the City to resolve any exceptions to the City's contract. The City will announce the results of the RFP as described further in Section 4.8 "Public Award Announcement" of this RFP.

The Contract will not be awarded until the City has concluded such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the Bidder to do the Work in accordance with the Contract to the satisfaction of the City. The City reserves the right to reject the Proposal of any Bidder who does not pass such investigation to the City's satisfaction. If the Contract is awarded, the City will give the Successful Bidder(s) a Notice of Award within the time Proposals are to be held open as stated in the RFP.

#### 4.1. Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

1. Proposal was submitted by deadline in accordance with Section 1.4
2. Proposal is complete and contains all required documents

#### 4.2 Evaluation Criteria

If the contractor's proposal passes the Administrative/Preliminary Review, the contractor's proposals will be submitted to the Evaluation Team for evaluation.

#### 4.3. Evaluating Cost Proposal

The cost proposals will be reviewed and scored in accordance with Section 4.4 "Scoring Criteria".

##### 4.3.1. Cost Scoring

Calculation of points for cost will be completed as described in the following EXAMPLE for each Service Area. Lowest Cost Proposed with a weighted multiplier of 40% of an available 100% total value (40-points):

	Proposal Cost	Lowest Proposed Cost	% of Low	Multiplier	Total Points Assigned
Company #1	\$100,000.00	\$100,000.00	100.0%	40	40.00
Company #2	\$108,000.00	\$100,000.00	92.6%	40	37.04
Company #3	\$120,000.00	\$100,000.00	83.3%	40	33.33

#### 4.4. Scoring Criteria

Proposals will be scored in the following manner:

Criteria	Proposal Section	Points
Summary of Qualifications	Tab 4	10 points
Project Approach / Methodology	Tab 5	20 points
Transition Plan	Tab 6	20 points
References	Tab 8	10 points
Proposed Cost	Tab 7	40 points
<b>Total</b>		<b>100 points</b>

#### 4.5 Negotiations of Proposals and/or Cost Factors

The objective of negotiations is to obtain the contractor's best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE CITY URGES THE CONTRACTOR (1) TO SUBMIT ITS BEST RESPONSE AND (2) NOT TO ASSUME THE CONTRACTOR WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

#### **4.5.1. Overview of Negotiations**

After the Evaluation Team has scored the contractors' proposals, the City may elect to enter into one or more rounds of negotiations with all responsive and responsible contractors or only those contractors identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those contractors included in the competitive range must have highly scored proposals.

After each round of negotiations (if any), the contractor must submit revisions to its proposal requested by the City, which revisions will be reviewed by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the contractors. Contractors may be removed from further participation in the negotiation process in the event the Evaluation Team determines the contractor cannot be considered responsive and responsible or based on the competitive range as defined in Section 4.5.3 "Competitive Range."

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, negotiations and Proposal Revisions will not be required.

#### **4.5.2. Negotiation Instructions**

Listed below are the key action items related to negotiations. The City's Negotiation Committee may consist of the City's Evaluation Committee or may be comprised of different people. However, evaluation of proposals or revised proposals shall be completed only by the City's Evaluation Committee.

- 1. Negotiation Invitation:** Those contractors identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Contractors will be notified in writing:
  - a. the general purpose and scope of the negotiations;
  - b. the anticipated schedule for the negotiations; and
  - c. the procedures to be followed for negotiations.
- 2. Confirmation of Attendance:** Contractors who have been invited to participate in negotiations must confirm attendance.
- 3. Negotiations Round(s):** One or more rounds of negotiations may be conducted with those contractors identified by the City's Evaluation Team.

#### **4.5.3. Competitive Range**

If the City elects to negotiate pursuant to Section 4.5, the City may either (1) elect to negotiate with all responsive and responsible contractors, (2) limit negotiations to those contractors identified within the competitive range, or (3) limit negotiations to the number of contractors with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those contractors identified within the competitive range, the City will identify the competitive range by (1) ranking contractors' proposals from highest to lowest based on each contractor's Total Combined Score and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of responsive and

responsible contractors is so great that the City cannot reasonably conduct negotiations (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit negotiations as determined by the Evaluation Committee.

#### **4.5.4. Negotiation Round Completion**

As part of each round of negotiation, the City may or may not engage in verbal discussions with the contractors. However, whether or not the City engages in verbal discussions, any revisions the contractor elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer. All revisions received by the due date and time will be evaluated and re-scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the contractors. Revisions which are not received prior to the due date and time cannot be considered; however, any contractor failing to submit timely revisions will not be disqualified from consideration for award based on its final proposal as accepted by the City.

#### **4.6. Selection and Award**

The City reserves the right to: (a) waive minor irregularities, variances or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from Contractors; (d) request resubmissions from all Contractors; (e) award in whole, in part, or by line item and (f) take any other action as permitted by law. The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right, the contract awarded under this solicitation shall remain in effect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein. Contractor agrees and understands that any contract awarded pursuant to this solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services, or award more than one contract under this solicitation, at its sole option except as indicated in the Contract.

The City has identified two Service Area Zones (Eastern and Western) and for purposes of this RFP will be analyzing responsive proposals for each zone. The City's preference is to award the zones to different firms but may recommend, to the City Council, awarding both zones to a single firm based on best value to the City.

#### **4.7. Site Visits, Samples, and Oral Presentations**

The City reserves the right to conduct site visits or to invite contractors to present their proposal factors/technical solutions to the Evaluation Team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Contractor requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Contractors are not permitted to revise their responses as part of the presentation and/or demonstration. Cost proposals and related cost information must not be discussed during the oral presentation of the contractor's technical solution. Nothing in this section shall prohibit the Negotiation Team from discussing both proposal factors and cost information during the negotiation process defined by Section 4.5 "Negotiations of Proposals and/or Cost Factors". Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Contractor's expense. Request for the return of samples must be made within thirty (30) days following opening of proposals. Each individual sample must be labeled with Contractor's name, RFP number, and item number. Failure of Contractor to either deliver required samples or to clearly identify samples as indicated may be reason for rejection

of the RFP. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

#### **4.8. Public Award Announcement**

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award by the City Clerk's Office, pending final approval by the City Council at a publicly noticed meeting. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of the City's expected contract award(s) pending resolution of the protest process period pursuant to City Code of Ordinances, Section 35.14. The NOIA (if any) will identify the apparent successful contractor(s), unsuccessful contractor(s), and the reasons why any unsuccessful contractors were not selected for contract award. NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE CITY CLERK'S WEBSITE FOR NOTICE OF THE NOIA POSTING.

### **5. Contract Terms and Conditions**

The contract that the City expects to award as a result of this RFP will be based upon the RFP, the successful contractor's final response as accepted by the City and all mutually negotiated contract terms and conditions included in the Franchise Agreement. The successful contractor's final response as accepted the City shall mean: the final cost and technical proposals submitted by the awarded contractor and any subsequent revisions to the awarded contractor's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by the City.

Please review all City attached documents and attached links prior to submitting a response to this RFP. Contractors should plan on all expressed requirements within this RFP and City attached documents and links contained in this posted solicitation as being included in any award as a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the contractors. The City may supplement or revise contract terms and conditions and/or service specific requirements before contract execution.

#### **Exception to Contract**

By submitting a proposal, each contractor acknowledges its acceptance of the RFP specifications. If a contractor takes exception to a Solicitation Requirement, the contractor must state the reason for the exception and state the specific language it proposes to include in place of the provision. Any exceptions must be submitted as an attachment to the contractor's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFP.

In the event the contractor is selected for potential award, the contractor will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the contractor. The City reserves the right to proceed to discussions with the next best ranked contractor.

The City reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful contractor. Exceptions that materially change the terms or the requirements of the RFP may be deemed non-responsive by the City, in its

sole discretion, and rejected. Contract exceptions which grant the contractor an impermissible competitive advantage, as determined by the City, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the contractor is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

#### **Order of Preference**

In the case of any inconsistency or conflict among the specific provisions of the executed contract (including any amendments accepted by both the City and the Contractor attached hereto), the RFP (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of the executed contract.
- (ii) Second, by giving preference to the specific provisions of the RFP.
- (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a contractor that have not been explicitly accepted by the City in writing shall not be included in this Contract and shall be given no weight or consideration.

## **6. Payments**

### **6.1 General Payment Provisions**

Subject to the conditions and limitations contained herein, the City and the Customers shall pay the Contractor for the services that the Contractor provides in compliance with the requirements in this Contract. However, the City and the Customers shall have no obligation to pay any fee, charge, cost, or other sum to the Contractor unless such payment is explicitly required in this Contract and (a) the fee is identified in the Contract explicitly provides that the fee shall be negotiated between the Contractor and the Customer. The Rates for Collection Services shall constitute full and complete compensation to the Contractor for the services provided by the Contractor under this Contract. In all cases, the City shall have the sole authority to determine whether and the extent to which the Contractor is entitled to payment for services it provides under this Contract.

### **6.2 Prohibitions on Payments from Customers to Contractor**

Neither the Contractor nor its agents, subcontractors, employees or other representatives shall solicit or accept any payment or monetary remuneration from any Customer for the provision of any Service described in this Contract, unless such payment is explicitly authorized in this Contract. If a Customer or other Person delivers any money to the Contractor for any service provided in the service area, and such payment is not explicitly required in this Contract, the Contractor shall return the money to the Customer within five (5) Operating Days after the money is received by the Contractor.

### **6.3 Billing and Payment Procedures**

6.3.1 The City shall be responsible for billing and collecting the service area fee for all of the Residential Curbside Customers that receive the Contractor's Collection Services in the service area. The Contractor also shall be responsible for billing and collecting all of the other fees for the services it provides pursuant to this Contract, including but not limited to billing and collecting the Rates for providing Collection Services to Commercial Collection Services and Special Collection Services. The City shall have no obligation to pay the Contractor for any of the Collection Services provided by the Contractor to the Customers,



except for Residential Collection Services provided to Residential Curbside Customers that pay the service area fee.

6.3.2 The City shall bill Residential Curbside Customers based on the Contractor's Rates, as negotiated, for the services provided by the Contractor in compliance with the requirements in this Contract.

6.3.3 The City shall calculate the annual solid waste assessment to be levied upon assessed property within the City and shall bill Residential Customers on an annual basis. The Contractor shall be paid the Total Annual Charge for each assessed property within the City in four (4) quarterly installments beginning December 20, 2022. Payment for all subsequent quarters of each fiscal year shall be paid prior to the end of the month for February, May, and August. Payment for each quarter will consist of approximately one quarter of the total amount due to the Contractor for solid waste service for all assessed properties for the fiscal year. The Contractor shall not be required to invoice the City for these quarterly payments. Upon issuance of a certificate of occupancy, the Contractor shall be responsible for collecting the prorated assessment for newly constructed residential property not assessed on the current tax roll. In addition, the Contractor shall provide a separate "delinquent roll" listing those residential properties they have billed directly, which will be included in the upcoming tax roll, and any delinquent amount due for each property for service.

6.3.4 The Contractor may bill its Commercial Customers in advance for the services it will provide. In all cases, the Customer's bills shall be due and payable thirty (30) days after mailing. Interest shall accrue and may be charged on delinquent accounts at the same rate provided in Section 55.03, Florida Statutes. However, a Customer shall not be billed, and interest shall not be charged, for any services provided to a Customer more than one year earlier.

6.3.5 To the extent permitted by law, the Contractor is authorized to impose a lien against Commercial Property for which the Fees are delinquent. Any such lien shall be limited to the amount of the delinquent fee, plus interest to the date of payment. Provided, however, the Contractor must use its best efforts to collect delinquent fees by means other than the imposition of liens. Any lien for delinquent payment must be imposed no later than one year after the payment became delinquent. The Contractor agrees to hold harmless, assume the defense of, and indemnify the City and Indemnified Parties in compliance with the Contract, for any claims or liabilities resulting from the Contractor's actions regarding any liens.

6.3.6 The Contractor shall not terminate its Collection Services to any Residential Curbside Customers in the defined service area for non-payment of the service area fees.

6.3.7 The City shall pay the Contractor for Residential Collection Service provided to Residential Curbside Customers in the defined service area. The City's payment shall be based on the services provided in the prior Operating Quarter.

6.3.8 The City shall deduct the following fees and charges from the City's payments to the Contractor: (a) administrative charges assessed; (b) any payments for disposal costs that are due; and (d) any other sums that the Contractor owes the City under this Contract.

6.3.9 Any negotiations by the Contractor for fees other than those specified shall be subject to approval by the Manager.

#### **6.4 Collection of Delinquent Payments From Customers**

The City shall not be liable to the Contractor for any uncollected or delinquent accounts.

## **6.5 Contractor's Duty to Provide Billing Information**

Upon request, the Contractor may review the City's billing reports, as the Contractor deems necessary, to ensure that the City's bills are accurate. When the City issues its bills to the Customers, the Contractor shall have thirty (30) calendar days to notify the City of any errors or omissions in those bills. If the Contractor fails to notify the City within thirty (30) calendar days, the Contractor shall have no right to seek payment from the City or a Customer for any amount that was not properly billed to the Customer.

## **6.6 City's Underpayments and Overpayments to Contractor**

If the City pays the Contractor in error, for whatever reason, the Contractor shall promptly notify the Director to rectify the mistake. The City shall make appropriate adjustments to the Contractor's payments under this Agreement to off-set past underpayments and overpayments resulting from any error. However, the City shall not be obligated to make any adjustments to correct for underpayments that occurred more than three (3) months before the City received the Contractor's notice of the error.

## **6.7 Limitations on Contractor's Right to Payment From the City**

The City shall have no obligation to pay for any of the Collection Services provided by the Contractor. The Contractor shall have no right to any revenues or funds obtained by the City from any other sources, including but not limited to funds distributed to the City by the Florida Department of Environmental Protection, the City, or any other Person.

## **6.8 Payments for Garbage and Recycling Carts**

The City and the Customers are not required to pay the Contractor for purchasing, assembling, delivering, repairing, replacing, or otherwise providing any of the Garbage and Recycling Carts that the Contractor provides to the City or Customers. If a Residential Customer wishes to increase their garbage or recycling capacity and requests an additional Garbage or Recycling Cart, the Contractor shall offer to swap the current container. If a Customer insists on purchasing a second cart, the Contractor shall charge the a fee.

## **6.9 Payments for Special Collection Services**

The Rates for Special Collection Service shall be charged and paid in addition to the Rates for the routine Collection Services received by Customers. The Contractor shall bill the Customers and collect the applicable Rates for any Special Collection Services the Contractor provides pursuant to this Agreement. The Contractor also shall be responsible for the payment of all Tipping Fees associated with the disposal of Solid Waste collected by the Contractor when providing Special Collection Services. Notwithstanding anything else contained herein, the Contractor shall not be entitled to any compensation for a Special Collection Service unless the Customer or the City requested the service and agreed to pay the applicable Rate before the Contractor provided its service.

## **6.10 Payments to the City**

### **6.10.1 Franchise Fees**

6.10.1.1 The Contractor shall pay Franchise Fees to the City in exchange for the rights and privileges granted to the Contractor pursuant to this Agreement, including the exclusive right to provide Residential Collection Services and Commercial Services in the City. The Franchise Fees for Residential Customers and Commercial Customers may be changed from time-to-time, as deemed appropriate by the Council.

6.10.1.2 The Franchise Fees shall be payable each month in arrears, within fifteen (15) calendar days after the end of the month in which the Gross Revenues were received.

6.10.1.3 On or before the fifteenth (15<sup>th</sup>) day of each Operating Month, if requested, the Contractor shall deliver to the City a report that summarizes the Contractor's Residential Collection Services and Commercial Collection Services during the prior Operating Month, and shows the amount of the Franchise Fees to be paid by the Contractor to the City. The format and content of the report shall be subject to the approval of the City's Director of Finance or their designee. The report shall include, but is not limited to: the name and service address of each Residential Customer and each Commercial Customer; the account number of each Customer; the exact services provided to each Customer; the size of each Collection Container used and the frequency of Collection Service; the amount billed to each Customer; the amount paid by each Customer; the amount billed to each Customer for Special Collection Services; the amount paid by each Customer for Special Collection Services; and the amount received from each Customer for Tipping Fees. The report shall be submitted with an Excel spreadsheet or in another format that is compatible with the City's computer software programs

6.10.1.4 Within ninety (90) days after the end of each Operating Year, the Contractor shall provide the Director of Neighborhood Services with a report concerning the Franchise Fees paid to the City during the Operating Year. The report shall be prepared by an independent certified public accounting firm that is acceptable to the City. The report shall be based on the firm's review of the Contractor's records and shall be prepared in accordance with generally accepted accounting principles. The report shall identify the amount of the Franchise Fees that were paid by the Contractor during the Operating Year and the amount that was due under this Agreement.

#### 6.10.2 Payments for Public Notices and Educational Services

The Contractor shall pay Fifteen Thousand Dollars (\$15,000) each year to the City for the sole purpose of helping the City with its Solid Waste and Recyclable educational initiatives. The yearly payments shall be delivered to the City no later than the October first (1<sup>st</sup>) of each Operating Year.

#### 6.10.3 Other Payments

The City shall submit invoices to the Contractor for any fee or charge that is due and owed to the City from the Contractor, except for the payments otherwise addressed in the Agreement. The Contractor shall pay the City's invoice within thirty (30) calendar days after receipt.

### **6.11 Recycling Revenues for City**

#### 6.11.1 Delivery

All of the Recyclable Materials collected by the Contractor under this Agreement shall be delivered to a Designated Facility.

#### 6.11.2 Payment Type

In lieu of the City using its VISA procurement card for quarterly payments to the Contractor, the Contractor agrees to provide the City a check for 1.5% of the total amount due based on the certified billed roll. The payment by the Contractor is due on the same day the City makes payment to the Contractor each quarter.

#### 6.11.3 Payments

The Contractor will pay a minimum of \$11,000 per month disposal avoidance rebate to the City, due and payable on the 15<sup>th</sup> of each month. The disposal avoidance rebate is based on the benchmark of 1,000 tons of recyclable materials per month. Tons more than this number, will be multiplied by the current per ton fee for disposal (tipping fee) with 50% payable to the City. The City will audit participation on an annual basis and reserves the right to increase this minimum based on increased recycling participation.

## **6.12 Payment of Tipping Fees**

### 6.12.1 Tipping Fees

The Contractor shall pay the Tipping Fees for the disposal of all Residential Waste, Commercial Waste, and other materials collected by the Contractor under this Agreement.

### 6.12.2 Tipping Fee Payment

On or before the tenth day of each Operating Month, the Contractor shall pay all of the Tipping Fees for the Solid Waste the Contractor delivered to the Designated Facilities during the prior Operating Month. The Contractor's payments shall be based on the Designated Facility's records concerning the total weight of the materials delivered by the Contractor during the prior Operating Month. The total amount of the Tipping Fees shall be calculated by using the applicable fees and charges approved by St. Lucie County Board of Commissioners, as amended.

### 6.12.3 Cost Rates

The disposal cost rate for residential service shall be based upon the actual total cost of residential garbage and residential yard trash disposal by the Contractor. The actual total cost of residential garbage and residential garbage disposal by the Contractor shall be determined by audit. The said disposal cost rate shall be adjusted annually to reflect the results of the annual audit. The disposal costs rate for the term of this agreement shall be determined by use of this audit.

## **6.13 Verification of Payment Amounts**

### 6.13.1 Payment Acceptance

The City's acceptance of any payment from the Contractor, or the City's deduction of any amount from any payment due to the Contractor, shall not be construed as an accord that the amount paid is the correct amount, nor shall it be construed as a release of any claim the City may have for additional sums payable from the Contractor.

### 6.13.2 City Recalculations

At any time within the applicable statute of limitations, the City may recalculate and collect any amounts that are payable to the City under this Agreement, plus Interest.

### 6.13.3 City's Right to Inspect and Audit

At its expense, the City may inspect, copy and audit any books, records and documents of the Contractor, whether kept in an electronic (digital) format or

otherwise, that are relevant to the calculation of the amounts due and payable under this Agreement.

#### **7. List of RFP Attachments**

The following documents make up this RFP. Please see Section 2.2.2 "RFP Review" for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

PSL RFP (this document)

- P. Interlocal Agreement – St. Lucie County
- Q. Solid Waste Hauler Zones
- R. Locations of City Property for Collection of Solid Waste
- S. Locations of City Property for Collection of Recyclable Materials
- T. Sample Franchise Agreement
- U. Contractor's General Information Worksheet
- V. Bid Form – Eastern Zone
- W. Bid Form – Western Zone
- X. PSL Reference Check Form
- Y. Code of Silence Form (Mandatory Document)
- Z. Contractor's Code of Ethics (Mandatory Document)
- AA. Drug Free Workplace (Mandatory Document)
- BB. E-Verify Form (Mandatory Document)
- CC. Non-Collusion Affidavit (Mandatory Document)
- DD. Vendor Certification Regarding Scrutinized Companies' List (Mandatory Document)

**AMENDED AND RESTATED INTERLOCAL AGREEMENT  
BETWEEN ST. LUCIE COUNTY AND CITY OF PORT ST. LUCIE**

**THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT** ("Amended Agreement") dated as of this 11<sup>th</sup> day of FEBRUARY 2018 (the "Effective Date") by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, having an office and place of business at 2300 Virginia Avenue, Fort Pierce, Florida, 34982 (hereinafter referred to as the "County") and the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, having an office and place of business at 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984 (hereinafter referred to as the "City").

**WITNESSETH:**

**WHEREAS**, the County and the City (collectively, the "Parties") have evaluated their options for the collection and disposal of the solid waste generated by the residents and businesses within the County and the City; and

**WHEREAS**, the County and the City wish to use environmentally-sound, efficient, and economical methods to manage their solid waste; and

**WHEREAS**, the County and the City entered into an Interlocal Agreement (dated effective October 1, 2010) concerning the management and disposal of the Solid Waste that the City collects and delivers to the County's solid waste management and disposal system (the "System"); and

**WHEREAS**, the County and the City now wish to revise and clarify their respective obligations, which they intend to accomplish by replacing the existing Interlocal Agreement with this Amended Agreement;

**WHEREAS**, the City is willing to deliver its solid waste and Recyclable Materials to the County's System, and the County is willing to accept the City's Municipally Collected Solid Waste and Recyclable Materials for processing, recycling, and/or disposal; and,

**WHEREAS**, the Parties agree to act in good faith, work together in a cooperative manner, and take all necessary and appropriate actions to effectuate the purpose and goals of this Amended Agreement, pursuant to their respective lawful authority.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants set forth herein, and of the undertakings of each Party to the other, the Parties do hereby promise and agree as follows:

**ARTICLE I  
ADOPTION OF RECITALS**

The foregoing recitals are hereby incorporated into the scope and body of this Amended Agreement as if fully set forth herein.

**ARTICLE II  
DEFINITIONS**

The following terms shall be defined in the manner set forth below. If a term is not defined in this Amended Agreement, the definitions in Section 403.703, Florida Statutes (2018), and Section 62-701.200, Florida Administrative Code, shall be used to supplement the definitions contained herein to aid in interpreting this Amended Agreement consistent with the intent of the Parties. If there is conflict between a definition contained herein and any other definition, the definitions contained herein shall control when interpreting this Amended Agreement.

2.1 **“Class I Solid Waste”** shall mean all non-hazardous solid waste that may be lawfully placed in a Class I Landfill for disposal, except yard trash, construction and demolition debris, white goods, tires, septage, and special waste. Class I Solid Waste does not include any type of solid waste that may not be placed in the County’s Class I Landfill for disposal under federal, state or local regulations.

2.2 **“Class III Solid Waste”** shall mean all non-hazardous solid waste that may be lawfully placed in a Class III Landfill for disposal, including construction and demolition debris, yard trash, trees, tree stumps, building materials, and packaging materials.

2.3 **“Construction and Demolition Debris”** means materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project, including such debris from construction of structures at a site remote from the construction or demolition project, and including rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project. Mixing of Construction and Demolition Debris with other types of Solid Waste, including material from a construction or demolition site which is not from the actual construction and demolition of a structure, will cause it to be classified as other than Construction and Demolition Debris.

2.4 **“County Solid Waste Plan”** shall mean the County-wide solid waste management and disposal program adopted by the Board of County Commissioners.

2.5 **“Fiscal Year”** shall mean the fiscal year of the County, which currently begins on October 1 and ends on September 30 of the following calendar year.

2.6 **“Municipally Collected Solid Waste”** shall mean solid waste that is generated within the boundaries of the City and collected by (a) the City’s employees, (b) a person under contract to the City for the collection of such waste, or (c) a person holding a franchise, license, or permit issued by the City for the express purpose of collecting, storing, transporting, and disposing of such solid waste. **Municipally Collected Solid Waste** shall not include **Recyclable Materials** disposed of in a **Recyclable Materials Container** as defined herein.

2.7 **“Person”** shall mean any individual, firm, corporation, partnership, trust, governmental agency, or any other entity, or any group of such persons.

2.8 **“Per Ton Fee”** shall mean the fee adopted by the County by resolution for the disposal of one ton of **Class I Solid Waste**, **Class III Solid Waste**, or other type of **Solid Waste**, as established by County ordinance.

2.9 **“Point of Entry into the System”** shall mean the County’s facilities located at 6120 Glades Cut-Off Road, St. Lucie County, Florida.

2.10 **“Recovered Materials”** means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal.

2.11 **“Recyclable Materials”** shall mean those materials identified in Exhibit “A” hereto.

2.12 **“Recyclable Materials Container”** shall mean those containers used by residential and commercial customers to collect **Recyclable Materials** for pick up by a waste hauler.

2.13 **“Solid Waste”** shall mean garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations. **Solid Waste** does not include **Hazardous Waste** or **Recovered Materials**.

2.14 **“Special Waste”** shall mean solid waste that can require special handling and management, including but not limited to white goods, waste tires, used oil, lead acid batteries, construction and demolition debris, ash residue and yard trash. **Special waste** does not include biological waste.

2.15 **“System”** shall mean the County’s overall solid waste management and disposal system, including active and closed facilities, and every aspect and component thereof (including, but not limited to: equipment; transfer, recycling, and resource recovery facilities; and solid waste disposal sites), whether acquired, constructed, or operated, or to be acquired, constructed



or operated, by the County or its agent, designee, or contractor, in connection with the County Solid Waste Plan.

2.16 "Yard Waste" shall mean vegetative matter resulting from landscaping and yard maintenance activities on residential property. Yard Waste does not include land clearing debris

**ARTICLE III**  
**COUNTY UNDERTAKINGS AND CITY DELIVERIES TO THE SYSTEM**

3.1 **Commitment to Accept Solid Waste and Limitation on Fees.** In consideration of the City's agreement to deliver its Municipally Collected Solid Waste to the System, commencing on the Effective Date of this Amended Agreement and continuing for the term of this Amended Agreement, the County agrees to accept, at the Point of Entry into the System, and dispose of the Municipally Collected Solid Waste of City. The County also shall accept the Recyclable Materials that are delivered by the City or its agents to the Point of Entry into the System. The County shall provide these services to the City for the Per Ton Fees described in Article 4, below.

3.2 **Commitment to Deliver.** In consideration of County's agreement to maintain capacity in its System to accommodate the City's Municipally Collected Solid Waste, the City agrees that, commencing on the Effective Date of this Amended Agreement and continuing for the term of this Amended Agreement, the City will deliver, or cause to be delivered, all of its Municipally Collected Solid Waste to the Point of Entry into the System, and the City shall pay, or cause to be paid, all of the fees required pursuant to this Amended Agreement. Beginning on the Effective Date, the City's Commitment to Deliver its Solid Waste shall also include all of the Recyclable Materials that are placed in Recyclable Materials Containers by the City's residential customers and commercial customers that recycle with the City's franchisee. The list of acceptable Recyclable Materials is attached as Exhibit "A" and shall be reviewed annually for potential changes to be agreed upon by both Parties.

**ARTICLE IV**  
**CHARGES AND PAYMENTS**

4.1 **Payment of Fees by City's Franchisee or Permittee.** Commencing on the Effective Date of this Amended Agreement and continuing for the term of this Amended Agreement, the City shall cooperate with the County and use its best efforts to ensure that the City's franchisee or permittee shall pay on a monthly basis the then current Per Ton Fee charged to the City's franchisee for all Solid Waste delivered to the Point of Entry into the System.

4.2 **Maximum Fees.** As of the Effective Date of this Amended Agreement, the County covenants and agrees that the Per Ton Fees for the disposal of the City's Municipally Collected Solid Waste shall be fixed through September 30, 2025 and shall not be increased above

the Per Ton Fees shown in the table below, unless the County and the City mutually agree to revise the Per Ton Fees to enable them to implement a waste to energy technology.

The Parties agree to the following not to exceed Per Ton Fee schedule:

	Class I Waste (per ton)	Yard Waste (per ton)
Effective Date through September 30, 2019	\$41.00	\$26.00
October 1, 2019 through September 30, 2023	\$49.00	\$30.00
October 1, 2023 through September 30, 2025	\$50.96	\$31.20

If the County charges a Per Ton Fee to any other Person that is lower than the Per Ton Fee paid by the City, the Per Ton Fee paid by the City shall be reduced to match the lower fee during the period when the lower fee is in effect. If any federal, state or local law or agency action (excluding action by the County or a County agency) in the future shall invalidate, supersede or preempt this Amended Agreement or impose conditions on the System that will increase the County's cost to operate the System, the Per Ton Fee for the disposal of Solid Waste shall be adjusted in the following fiscal year. If such an event occurs, written notice shall be provided by the County to the City, as expeditiously as possible, in order for proper budgeting and tax roll preparations.

**4.3 Revenue Sharing.** Subject to the requirements herein, the County shall make a payment ("Revenue Sharing Payment") to the City for the Municipally Collected Solid Waste and the Recyclable Materials that are delivered to the Point of Entry into the System. The County's Revenue Sharing Payment to the City shall be in the amount of one hundred thousand dollars (\$100,000.00) for each month that the City's Municipally Collected Solid Waste and Recyclable Materials are delivered to the System. The first Revenue Sharing Payment will be delivered to the City in the month following the Effective Date of this Amended Agreement and additional payments will be made each month thereafter. The Revenue Sharing Payments shall increase to one hundred and four thousand dollars (\$104,000) on October 1, 2023 and shall remain at this level each month thereafter. The Revenue Sharing Payment to the City shall be reviewed by the Parties in 2025 and every five years thereafter. The payments to the City shall not be revised unless mutually agreed upon between the parties.

**4.4 Limitations on Revenue Sharing Payments.** Notwithstanding anything else contained herein, the County's obligation to deliver Revenue Sharing Payments to the City shall remain in effect only if and for so long as: (1) the City continues to use a franchise agreement to control the collection of commercial and residential Solid Waste, and the collection of commercial and residential Recyclable Materials, generated in the City; and (2) the City's franchise agreement requires the City to deliver all of the commercial and residential Municipally

Collected Solid Waste and all of the commercial and residential Recyclable Materials it collects to the Point of Entry into the System.

#### **ARTICLE V**

#### **ACCOUNTING, WEIGH SCALES, RECORDS & LOCAL OPERATIONS**

5.1 **Weigh Scales, Records, and Reports.** The County has weigh scales and other methods appropriate for determining the quantity of solid waste delivered to the Point of Entry into the System. The County will make and keep records of all such deliveries. These records may be inspected by the City at any reasonable time, and copies of the records shall be provided to the City on a monthly basis, upon request. Each month the County shall provide the City with a summary report that identifies the total amount of Municipally Collected Solid Waste and the total amount of Recyclable Materials delivered to the Point of Entry into the System by or on behalf of the City during the prior month.

5.2 **Local Operations.** After signing this Amended Agreement, the City shall not construct, enlarge, operate, or contract for the use of any facility for the transfer, processing, treatment, and/or disposal of any Municipally Collected Solid Waste or Recyclable Materials, except as the County may expressly agree to in writing. In addition, the City shall take all such action as may be necessary to ensure that all of its Municipally Collected Solid Waste and Recyclable Materials shall be delivered to the Point of Entry into the System, and the County shall accept all such deliveries of same unless otherwise agreed to in writing.

5.3 **Responsibility for Collection Costs.** The City, and/or its franchisee(s) and permittee(s), shall be solely responsible for, and shall bear the total cost, expense and other obligations associated with the collection and transportation of Solid Waste and Recyclable Materials to the Point of Entry into the System.

#### **ARTICLE VI**

#### **FURTHER ASSURANCES**

6.1 **Additional Actions.** During the term of this Amended Agreement, the Parties shall take all such actions as may be necessary or appropriate to carry out the purposes of this Amended Agreement, including, without limitation, the enactment of ordinances, legislation, resolutions, and the like. In addition to the foregoing and without limitation thereof, to the extent that any fees to be paid to the County pursuant to this Amended Agreement shall or may be pledged in connection with the financing of any portion of the System, the County and City shall use their best efforts to defend, preserve and protect its pledge of such fees, unless otherwise prohibited by law.

6.2 **Previous Agreement.** Upon the execution of this Amended Agreement by the duly authorized representatives of the City and the County, this Amended Agreement shall supersede and replace all prior agreements and understandings between the Parties pertaining

to the issues addressed herein, including but not limited to the Interlocal Agreement (effective October 1, 2010) concerning the disposal of the City's Solid Waste.

**ARTICLE VII**  
**MISCELLANEOUS**

**7.1 Effect of Breach.** Each Party recognizes that the other is entitled to bring suit for injunctive relief, mandamus, or specific performance, or to exercise other legal or equitable remedies, to enforce the obligations and covenants of each Party hereto, subject to the Dispute Resolution provisions set forth in Article 8, below.

**7.2 Assignability.** The County may assign or pledge its right to receive payments under this Amended Agreement in relation to the financing of the System, but no other assignment of this Amended Agreement shall be authorized or permitted by either Party.

**7.3 Waiver not to be Construed.** No waiver by the County or City of any term or condition of this Amended Agreement shall be deemed or construed as a waiver of any other term of condition, nor shall a waiver of any pledge be deemed to constitute a waiver of any subsequent pledge (whether of the same or of a different section, subsection, paragraph, clause, phrase, word, or other provision of this Amended Agreement) required of it under this Amended Agreement or by law. The failure of either Party to insist in any one or more instances, upon strict performance of any of the terms, covenants, agreements, or conditions in this Amended Agreement shall not be considered to be a waiver or relinquishment of such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**7.4 Amendments.** This Amended Agreement, being for the benefit of the Parties, may not be amended without the concurrence of both Parties and any such amendment shall be only by written agreement, duly authorized and executed by each Party. This writing represents the entire agreement between the Parties and any modification or amendment shall be in writing and duly executed by the Parties. All previous oral or written understandings related to the subject matter of this Amended Agreement are subsumed and integrated herein.

**7.5 Severability.** If any provision, paragraph, sentence, clause, or word of this Amended Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such shall not affect the remainder of this Amended Agreement, and this Amended Agreement shall be construed and enforced, consistent with its expressed purposes, as if such invalid and unenforceable provision, paragraph, sentence, clause, or word had not been contained herein.

**7.6 Duplicate Originals.** This Amended Agreement may be executed in two or more counterparts, any of which shall be regarded for all purposes as duplicate originals.

**7.7 Notices.** All notices required hereunder to either Party shall be in writing and sent by Certified Mail, Return Receipt Requested to:

**As to the County:**

St. Lucie County Administrator  
2300 Virginia Avenue  
Administration Annex  
Fort Pierce, FL 34982

**With a Copy to:**

St. Lucie County Attorney  
2300 Virginia Avenue  
Administration Annex  
Fort Pierce, FL 34982

**As to the City:**

City Manager  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984

**With a Copy to:**

City Attorney  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984

**7.8 Force Majeure.** A delay or failure of performance by a Party shall not constitute a default hereunder and shall not give rise to any claims for damages, if and to the extent that such delay or failure is primarily caused by an event of Force Majeure, as described in subparagraphs (a) through (j), below, and the event of Force Majeure is (1) beyond that Party's control and (2) materially, substantially and adversely affects that Party's ability to perform its obligations under this Amended Agreement. An event of Force Majeure shall mean: (a) acts of God, including by way of example and not limitation, hurricanes, lightning, earthquake, fire, severe weather conditions, or flood; (b) epidemic; (c) acts of terrorism or a public enemy; (d) insurrection or civil disturbance; (e) strike or labor disturbance; (f) condemnation or other taking by any governmental body; (g) change in any applicable law, regulation, rule, ordinance or permit condition, or an administrative, judicial or other authoritative interpretation or enforcement thereof; (h) an order, judgment or other binding determination of a federal or state administrative agency or governmental body (excluding St. Lucie County); (i) the suspension, interruption, denial or failure of renewal or issuance of any permit, license, consent, authorization or approval; and (j) any other event, act or condition that both Parties mutually agree should be deemed to be an event of Force Majeure. However, under no circumstances shall market fluctuations in the price of Recyclable Materials or Recovered Materials be deemed to be an event of Force Majeure. A Party whose performance is affected by an event of Force Majeure shall give written notice thereof to the other Party as soon as it is reasonably practicable and further shall use its best efforts to immediately remove or overcome the impediment to its performance under this Amended Agreement.

**ARTICLE VIII  
DISPUTE RESOLUTION**

Prior to either Party taking any legal action to enforce or interpret the terms of this Amended Agreement or pursuing other claims arising from or related hereto, the Parties agree

to attempt to resolve any such issues in compliance with the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes.

**ARTICLE IX**  
**TERM OF AGREEMENT**

9.1 **Effective Date.** The Effective Date of this Amended Agreement shall be the date when this Amended Agreement has been executed by the City Council of Port St. Lucie and the St. Lucie County Board of County Commissioners, as first written above.

9.2 **Term.** This Amended Agreement shall remain in effect and be binding on the Parties from the Effective Date until September 30, 2025. This Amended Agreement will automatically renew for an additional five (5) years until September 30, 2030, upon the mutual agreement of the Parties. In addition, this Amended Agreement may be amended in writing to address material changes in circumstances affecting the disposal or treatment of Municipally Collected Solid Waste and Recyclable Materials and any provision herein or affected thereby, upon mutual agreement of the Parties.


9.3 **Termination for Cause.** Subject to the conditions in this Section 9.3, this Amended Agreement may be terminated by a Party if the other Party fails to perform one or more of its material obligations under this Amended Agreement (i.e., a "default"). If the non-defaulting Party wishes to exercise its right to terminate, the non-defaulting Party shall provide written notice to the defaulting Party in compliance with the requirements in Section 7.7, above. The notice shall identify the specific failure to perform and shall specify a reasonable period of time (i.e., "the cure period") for the defaulting Party to cure the default. The cure period shall commence on the date when the non-defaulting Party provides its written notice to the defaulting Party. The cure period shall be extended, as necessary, as long as the defaulting Party is diligently and continuously using good faith efforts to cure the default. If the defaulting Party fails to cure the default within the initial or extended cure period, the non-defaulting Party may terminate this Amended Agreement on a date it selects. Notwithstanding anything else contained herein: (a) the total cure period shall not be more than thirty (30) days in cases involving a Party's failure to pay the Per Ton Fee, the Revenue Sharing Payment, or any other payment obligation; and (b) the total cure period for any other default shall not be less than thirty (30) days or more than one hundred eighty (180) days. All of the deadlines and requirements in this Section 9.3 may be waived or amended with the consent of both Parties.

9.4 **Termination for Convenience.** The County currently is negotiating with a third party vendor for the construction and operation of a waste-to-energy facility that will be used for the disposal of the Solid Waste delivered to the County's System. The success of the County's efforts will depend on many factors, including but not limited to the County's ability to provide the vendor with a reliable long term supply of Solid Waste and pay the necessary fees for the vendor's services. To achieve its goals, the County may need to renegotiate the provisions in

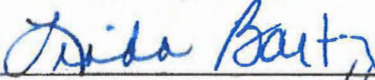
this Amended Agreement that are critical to the success of the County's plans, including but not limited to provisions concerning the Per Ton Fee and the term (duration) of this Amended Agreement. If the County and the City are unable to mutually agree on any such matter, the County may unilaterally terminate this Agreement, without cause. The County shall provide written notice to the City at least one hundred eighty (180) days before the effective date of any such termination.

9.5 Execution and Filing. This Amended Agreement shall be signed by both Parties and filed with the Clerk of the Circuit Court of St. Lucie County, Florida, on or promptly after the Effective Date, as required by Florida law.

ATTEST:

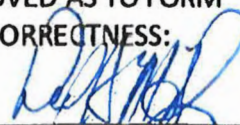
  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

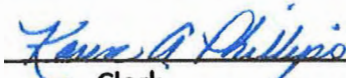
BY:   
Chair 12/18/18



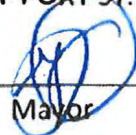
APPROVED AS TO FORM  
AND CORRECTNESS:

  
County Attorney

ATTEST:


  
Clerk

CITY OF PORT ST. LUCIE

BY:   
Mayor



APPROVED AS TO FORM  
AND CORRECTNESS:

  
City Attorney

## **EXHIBIT A**

### **LIST OF RECYCABLE MATERIALS**

#### **Steel and Tin Cans**

Includes steel, tin and aerosol cans, bi-metal containers, and lids composed primarily of whole iron or steel. Paper labels are acceptable. Aerosol cans containing household Hazardous Material are not acceptable.

#### **Aluminum**

Includes aluminum beverage containers, food trays without food residue, sheets and flexible containers.

#### **Glass**

Clear (flint), brown (amber) and green food and beverage jars and bottles. Paper labels on glass containers are acceptable. Metal lids should be removed and included.

#### **PET Plastics (SPI code No. 1)**

Examples include but are not limited to: Plastic soft drink, water, sports drink, beer, mouthwash, catsup and salad dressing bottles. Peanut butter, pickle, jelly and jam jars.

#### **HDPE Plastics (SPI code No. 2)**

Examples include but are not limited to: Milk, water, juice, cosmetic, shampoo, dish and laundry detergent bottles, yogurt and margarine tubs. Motor oil bottles are not acceptable.

#### **PP Plastics (SPI code No. 5)**

Examples include but are not limited to: Catsup bottles, yogurt containers, margarine tubs, and medicine bottles.

Preparation of plastics, glass and metal containers: Remove organics, other contents and plastic caps, but the inclusion of organics, caps, rings, and labels will not be reason for rejection of Program Recyclables.

#### **Paper Recyclables**

Paper Recyclables consist of the following materials, commingled together, except aged, yellowed, or sunburned paper or water saturated paper.

#### **ONP**

All loose or bagged newsprint is acceptable, including all paper which is distributed with or as part of general circulation newspapers.



## **OCC**

All loose or bagged old corrugated cardboard containers that are flattened and either cut down or folded to size, no more than 3 feet by 3 feet. Staples and tape with water-soluble glues do not have to be removed. Wax-coated corrugated cardboard is not acceptable.

## **Paper Bags**

All loose or bagged paper sacks. May be used to hold mixed paper.

## **Chipboard/Fiberboard/Paperboard**

All product packaging materials, such as cereal boxes, packaged food boxes, shoe boxes, and small manufactured item packaging.

## **Telephone Books**

Old telephone directories.

## **Magazines**

Old magazines, including small catalogs and similar printed material with glossy pages.

## **Mixed Paper**

Mixed paper, including but not limited to the following: junk mail; high-grade paper; white and colored ledger; copier paper; office paper; laser printer paper; computer paper, including continuous-formed perforated white bond or green bar paper; book paper; cotton fiber content paper; duplicator paper; form bond; manifold business forms; mimeo paper; note pad paper (no backing); loose leaf fillers; stationery; writing paper; paper envelopes; carbonless (NCR) paper; tabulating cards; facsimile paper; and manila folders.

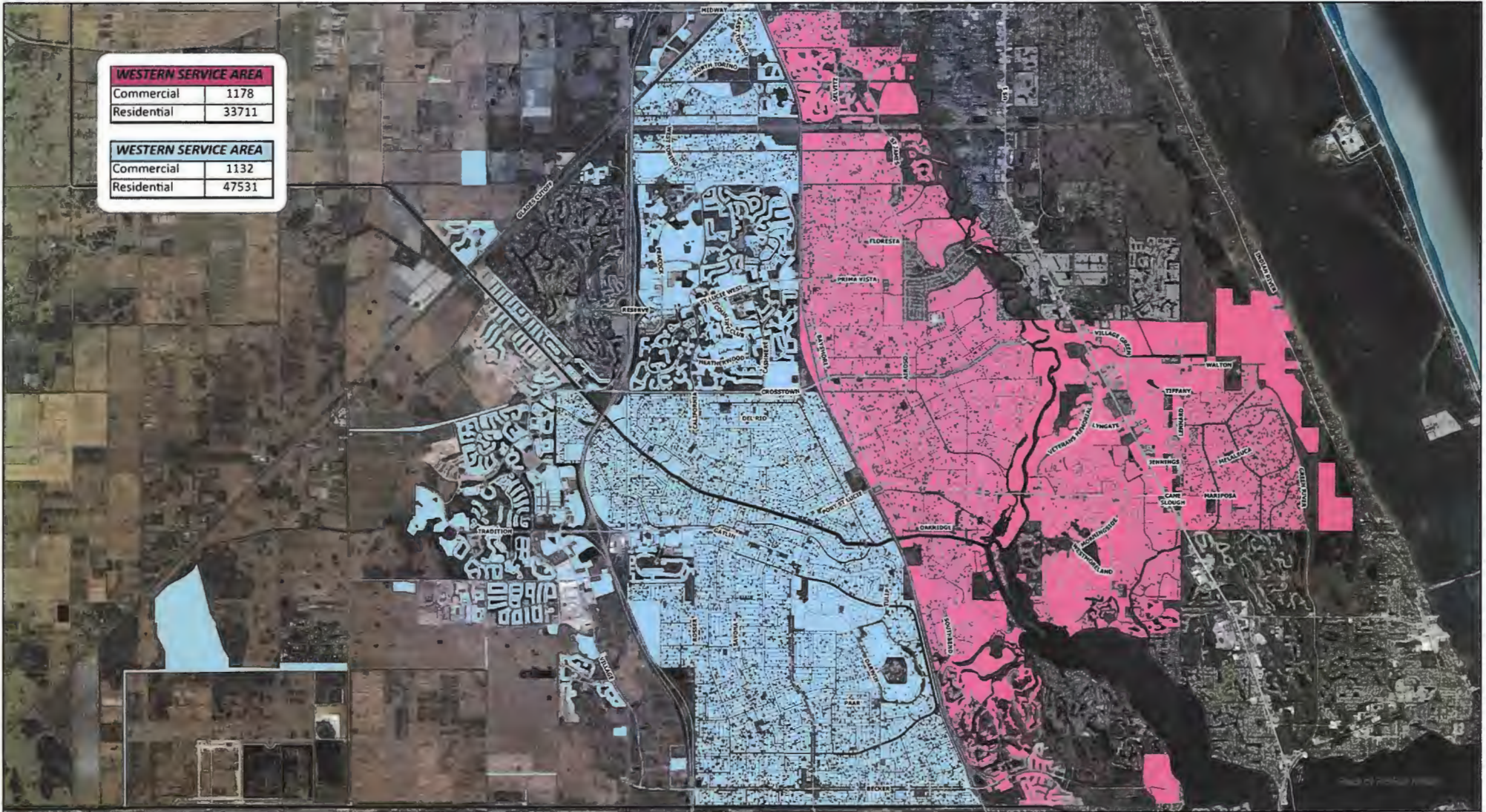
Paper with metallic, carbon, ammonia or non-soluble glue is not acceptable.

**WESTERN SERVICE AREA**

Commercial	1178
Residential	33711

**WESTERN SERVICE AREA**

Commercial	1132
Residential	47531



## Solid Waste Hauler Zones Attachment B

EASTERN SERVICE AREA  
 WESTERN SERVICE AREA

Date:	3/29/2022
Page:	1 of 1
Tech:	ra+tor
M/E GIS #:	0525

Miles

SLW-11	Site Name	Site Address	Svc Frequency	Location
1	PSL Water Treatment Plant	10700 NW Gladys Cut Off Rd	Weekly	West
2	Airport Control	1118 SW Billings St	Weekly	East
3	Airport Control	1118 SW Billings St	Weekly	East
4	Police Administration Bldg. C	121 SW Port St. Lucie Blvd	3 times per week	East
5	City of Port St. Lucie - Building Department	121 SW Port St. Lucie Blvd	Weekly	East
6	City of Port St. Lucie	12025 SW Range Line Rd	Weekly	West
7	City of Port St. Lucie	12025 SW Range Line Rd	Weekly	West
8	Jaycee Park	1301 SW Blanshore Blvd	2 times per week	East
9	Lynxgate Park	1302 SE Lynxgate Dr	3 times per week	East
10	Lynxgate Park	1302 SE Lynxgate Dr	3 times per week	East
11	McCheaney Park	1588 SW Castanera Blvd	2 times per week	West
12	McCheaney Park	1588 SW Castanera Blvd	2 times per week	West
13	City Hall	121 SW Port St. Lucie Blvd, Bldg. A AND C	3 times per week	East
14	City Hall	121 SW Port St. Lucie Blvd, Bldg. A AND C	3 times per week	East
15	City Hall	121 SW Port St. Lucie Blvd, Bldg. A AND C	Weekly	East
16	Oak Meadow Park	1902 SW Wilcox Rd	Weekly	West
17	Rotary Park	2101 SE Trolley Ave	Weekly	East
18	Rotary Park	2101 SE Trolley Ave	Weekly	East
19	Community Center	2199 SE Arden Blvd	4 times per week	East
20	Spartan West Park	220 NW Irving St	3 times per week	East
21	Rivergate Park	2209 SE Veterans Memorial Pkwy	2 times per week	East
22	City of Port St. Lucie	2248 SW Best St	Weekly	East
23	Sandhill Crane Park	2366 SE Bonnet Park Dr	Weekly	East
24	Sandhill Crane Park	2366 SE Bonnet Park Dr	2 times per week	East
25	Sandhill Crane Park	2366 SE Bonnet Park Dr	2 times per week	East
26	Sandhill Crane Park	2366 SE Bonnet Park Dr	On Call	East
27	Botanical Gardens-City of PSL	2410 SE Woodmanland Blvd	2 times per week	East
28	City of Port St. Lucie Golf Course	2401 SE Woodmanland Blvd	3 times per week	East
29	City of Port St. Lucie	2708 Se South Broadway Dr	On Call	East
30	Spartan West Park	305 NW Prima Vista Blvd	2 times per week	East
31	Spartan West Park	305 NW Prima Vista Blvd	2 times per week	East
32	Spartan West Park	305 NW Prima Vista Blvd	3 times per week	East
33	Parks and Recreation	3200 SW Southland Blvd	2 times per week	East
34	USFWS West Park	3171 SW Daniels Blvd	6 times per week	West
35	USFWS West Park	3171 SW Daniels Blvd	6 times per week	West
36	Public Works	450 SW Thornhill Dr	Weekly	East
37	Public Works	450 SW Thornhill Dr	Weekly	East
38	Public Works	450 SW Thornhill Dr	2 times per week	East
39	Canal Park	588 SE OAKRIDGE CIR	Weekly	East
40	Charles Ray Park	929 NW Maribel Dr	Weekly	East
41	Swan Park	700 SW Castanera St	2 times per week	East
42	Misty Gym	730 SW Darwin Blvd	2 times per week	West
43	Whispering Pines	730 SW Darwin Blvd	2 times per week	West
44	Whispering Pines	730 SW Darwin Blvd	2 times per week	West
45	City of Port Saint Lucie Utilities	730 NE LCTC Pkwy	Weekly	West
46	City of Port St. Lucie Utilities	900 SE Oyster Ln	On-Call	East
47	City of Port St. Lucie Utilities	900 SE Oyster Ln	2 times per week	East
48	City of Port Saint Lucie	8021 SE Ewert Center Pl	3 times per week	East
49	City of Port St. Lucie	9901 SW Discovery Way	Weekly	West



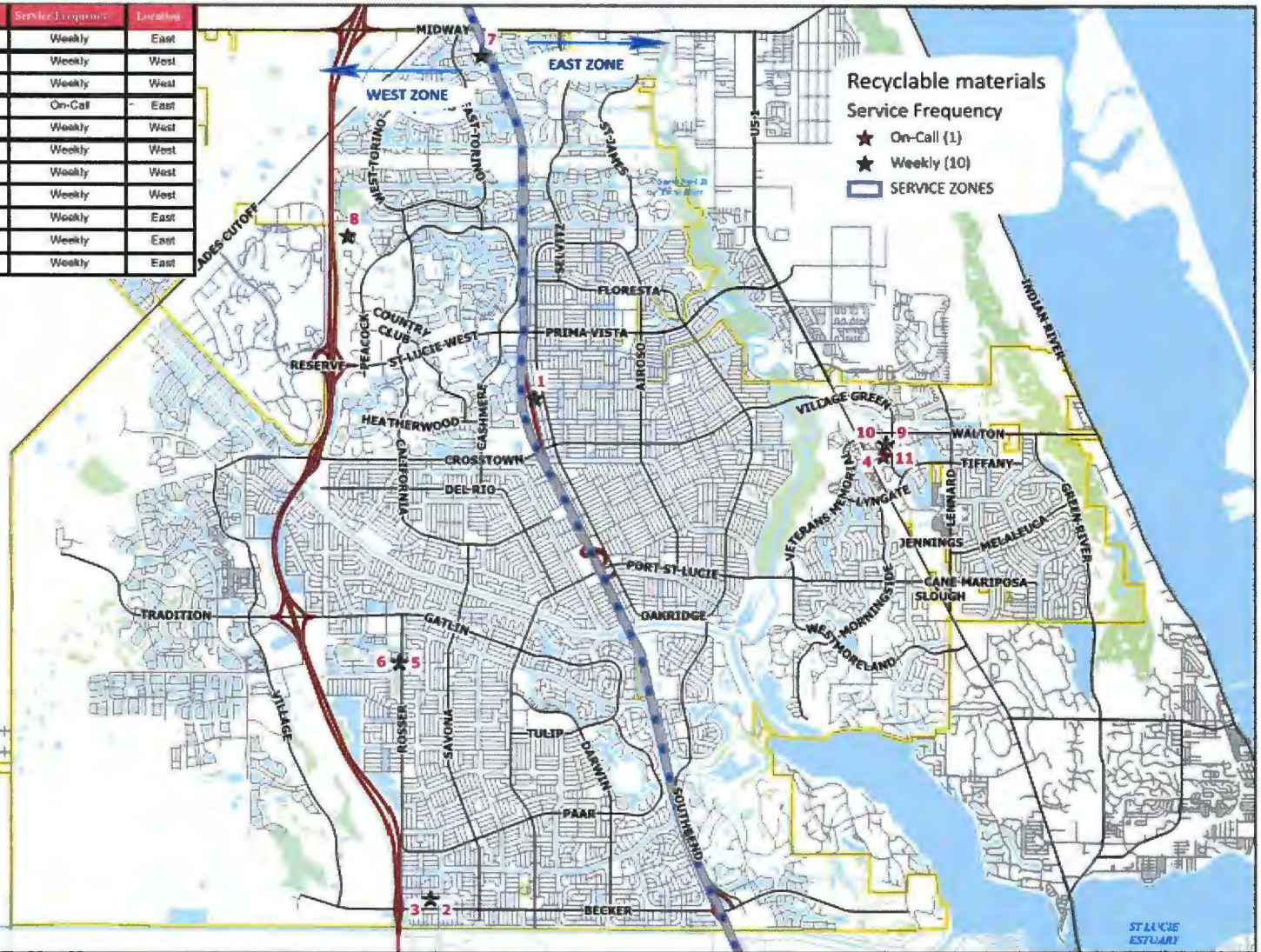
## LOCATIONS OF CITY PROPERTY FOR COLLECTION OF SOLID WASTE - ATTACHMENT C



Date: 3/29/2022  
 Page: 1 of 1  
 User: rlybkr  
 MFC CR 5.0  
 0529

0 0.55 1.1  
 Miles

Item	Site Name	Site Address	Number of Containers	Service Frequency	Location
1	City of Port Saint Lucie	1133 SW South Macedo Blvd	1	Weekly	East
2	Woodland Trails Park	1488 SW Calmar Ave.	4	Weekly	West
3	Woodland Trails Park	1485 SW Calmar Ave.	2	Weekly	West
4	Community Garden	2600 SE Waterview Dr.	1	On-Call	East
5	PSL Library	2950 SW Rosser Blvd.	2	Weekly	West
6	PSL Library	2950 SW Rosser Blvd.	1	Weekly	West
7	Winterlakes Park	5241 NW Jannabo St.	5	Weekly	West
8	Nelson Basketball Training	751 NW Enterprise Dr # 104	1	Weekly	West
9	City of Port Saint Lucie	9221 SE Event Center Pl.	4	Weekly	East
10	City of Port Saint Lucie	9221 SE Event Center Pl.	12	Weekly	East
11	City of Port Saint Lucie	9221 SE Event Center Pl.	1	Weekly	East



**Recyclable materials**  
**Service Frequency**  
★ On-Call (1)  
★ Weekly (10)  
□ SERVICE ZONES



## LOCATIONS OF CITY PROPERTY FOR COLLECTION OF RECYCLABLE MATERIALS - ATTACHMENT D

Date: 3/29/2022  
Page: 1 of 1  
Title: Recycle  
NRS GIS # 0529

**ATTACHMENT F**  
**CONTRACTOR'S GENERAL INFORMATION WORK SHEET**  
**RFP #20220061**

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2022  
(Location)

Name of Organization/Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? \_\_\_\_\_

2. Firm's name and main office address, telephone and fax numbers

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

3. Contact person: \_\_\_\_\_ Email: \_\_\_\_\_

4. Firm's previous names (if any). \_\_\_\_\_

5. How many years has your organization been in business? \_\_\_\_\_

6. Total number of staff at this location: \_\_\_\_\_ Total number of staff on the Treasure Coast: \_\_\_\_\_

7. List the license(s) that qualifies your firm to construct this project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued	Addendum Number	Date Issued

9. Has the Contractor or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: \_\_\_\_\_

Project Number 1

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Client Name and Phone Number: \_\_\_\_\_

Engineer Name and Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Insert additional projects if needed.

10. Has the Contractor or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( )

No ( )

If yes, please explain:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

11. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

\_\_\_\_\_

\_\_\_\_\_

(N/A is not an acceptable answer - insert lines if needed)

12. List any judgments from lawsuits in the last five (5) years:

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(N/A is not an acceptable answer - insert lines if needed)

13. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

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(N/A is not an acceptable answer - insert lines if needed)

14. List subcontractors and major material suppliers for the project. Include telephone numbers. Insert additional sheets if necessary.

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Signature

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Title

**ATTACHMENT G - Eastern Service District Bid Form\***

Item

1

**RESIDENTIAL CURBSIDE SERVICE**

DESCRIPTION OF SERVICES	# of Households "A"	Monthly Fee "B"	Total Monthly Service Fee "A" times "B"
Solid Waste Collection 1 time per week	33,711		\$
Recycling 1 time per week			\$
Yard Waste 1 time per week (4 cubic yards)			\$
Bulky Waste 1 time per month (5 pieces)			\$
Tires - four (4) per year			\$
<b>TOTAL</b>			\$

2

**ADDITIONAL FEES**

Price to provide and service an additional cart per household		
Solid Waste Cart		\$ _____ -
Recycling Cart		\$ _____

3

**MULTI- FAMILY CURBSIDE SERVICE**

DESCRIPTION OF SERVICES	# of Dwellings "A"	Monthly Fee "B"	Total Monthly Service Fee "A" times "B"
Solid Waste Collection 1 time per week			\$
Recycling 1 time per week			\$
Yard Waste 1 time per week (4 cubic yards)			\$
Bulky Waste 1 time per month (5 pieces)			\$
Tires - four (4) per year			\$
<b>TOTAL</b>			\$

4

**COMMERCIAL CART SERVICE**

DESCRIPTION OF SERVICES	# of Customers "A"	Monthly Fee "B"	Total Monthly Service Fee "A" times "B"
96 Gallon Cart 1/per week/Solid Waste	100		\$
96 Gallon Cart 2/per week/Solid Waste	100		\$
96 Gallon Cart 1/per week/Recycle	100		\$
96 Gallon Cart 2/per week/Recycle	100		\$
<b>TOTAL</b>			\$

5

**ROLL-OFF OPEN TOP CONTAINER**

DESCRIPTION OF SERVICES	# of Containers "A"	Pull Fee "B"	Total Monthly Pull Service Fee "A" times "B"
10 Yard Open Top	2		\$
15 Yard Open Top	5		\$
20 Yard Open Top	17		\$
30 Yard Open Top	4		\$
40 Yard Open Top	2		\$
<b>TOTAL</b>			\$



6

**MECHANICAL COMPACTORS**

DESCRIPTION OF SERVICES	# of Customers "A"	Monthly Fee "B"	Total Monthly Service Fee "A" times "B"
2 yard 2/week service	2		\$
1 yard 2/week service	1		\$
6 yard 4/week service	3		\$
6 yrd 6/week service	1		\$
		<b>TOTAL</b>	\$

7

**COMMERCIAL/MULTI-FAMILY CONTAINERS**

DESCRIPTION OF SERVICES	# of Customers "A"	Monthly Fee "B"	Total Monthly Service Fee "A" times "B"
2 yard 1/week service	87		\$
2 yard 2/week service	62		\$
2 yard 3/week service	10		\$
4 yrd 1/week service	113		\$
4 yard 2/week service	102		\$
4 yard 3/week service	26		\$
4 yard 4/week service	5		\$
4 yard 5/week service	7		\$
4 yard 6/week service	0		\$
6 yrd 1/week service	48		\$
6 yrd 2/week service	40		\$
6 yard 3/week service	18		\$
6 yard 4/week service	3		\$
6 yard 5/week service	11		\$
6 yard 6/week service	1		\$
8 yard 1/week service	32		\$
8 yard 2/week service	41		\$
8 yrd 3/week service	29		\$
8 yrd 4week service	6		\$
8 yrd 5/week service	10		\$
8 yrd 6/week service	0		\$
		<b>TOTAL</b>	\$

8

**SPECIAL COLLECTION SERVICES**

DESCRIPTION OF SERVICES	Annual Cost \$
Operation of the City's Conveint Drop-Off Site for Yard and Bulky Waste - 6 days per week 8:00 AM to 5:00 PM, excluding Holidays	

DESCRIPTION OF SERVICES	Annual Cost \$
City Litter Control	

## SPECIAL COLLECTION SERVICES

DESCRIPTION OF SERVICES	Fee
Rolling out Mechanical Container (and returning to original location)	\$
Opening and closing doors or gates	\$
Locks	\$
Unlocking and locking	\$
Supplying (and retrofitting locking mechanism	\$
Adding wheels to/changing wheels on Mechanical Container	\$
Adding lids or changing lids	\$
Moving container or Roll-Off locationn per Customer request	\$
Changing residential container size (after 90 days	\$
Disposal of hazardous waste in collection container	\$
Back Door Service for residential curbside service	\$

\*Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form (or elsewhere) is approximate only and not guaranteed by the City. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

## ATTACHMENT H - Western Service District Bid Form\*

1

### RESIDENTIAL CURBSIDE SERVICE

DESCRIPTION OF SERVICES	# of Households "A"	Monthly Fee "B"	Total Monthly Service Fee "A" times "B"
Automated Solid Waste Collection 1 time per week	47,531		\$
Automated Recycling 1 time per week			\$
Yard Waste 1 time per week (4 cubic yards)			\$
Bulky Waste 1 time per month (5 pieces)			\$
Tires - four (4) per year			\$
<b>TOTAL</b>			<b>\$</b>

2

### ADDITIONAL FEES

Price to provide and service an additional cart per household			
Solid Waste Cart			\$
Recycling Cart			\$

3

### MULTI- FAMILY CURBSIDE SERVICE

DESCRIPTION OF SERVICES	# of Dwellings "A"	Monthly Fee "B"	Total Monthly Service Fee "A" times "B"
Automated Solid Waste Collection 1 time per week			\$
Automated Recycling 1 time per week			\$
Yard Waste 1 time per week (4 cubic yards)			\$
Bulky Waste 1 time per month (5 pieces)			\$
Tires - four (4) per year			\$
<b>TOTAL</b>			<b>\$</b>

4

### COMMERCIAL CART SERVICE

DESCRIPTION OF SERVICES	# of Customers "A"	Monthly Fee "B"	Total Monthly Service Fee "A" times "B"
96 Gallon Cart 1/per week/Solid Waste	100		\$
96 Gallon Cart 2/per week/Solid Waste	100		\$
96 Gallon Recycle Cart/Multi-Family	100		\$
96 Gallon Recycle Cart/Commercial	100		\$
<b>TOTAL</b>			<b>\$</b>

5

### ROLL-OFF OPEN TOP CONTAINER

DESCRIPTION OF SERVICES	# of Containers "A"	Pull Fee "B"	Total Monthly Pull Service Fee "A" times "B"
10 Yard Open Top	1		\$
15 Yard Open Top	3		\$
20 Yard Open Top	14		\$
30 Yard Open Top	15		\$
40 Yard Open Top	3		\$
Roll-Off Compactor	1		\$
<b>TOTAL</b>			<b>\$</b>

6

**MECHANICAL COMPACTORS**

DESCRIPTION OF SERVICES	# of	Monthly Fee "B"	Total Monthly
	Customers "A"		Service Fee "A" times "B"
2 yard 1/week service	1		\$
4 yard 1/week service	2		\$
4 yard 2/week service	1		\$
6 yrd 2/week service	1		\$
6 yard 3/week service	4		\$
6 yard 4/week service	1		\$
<b>TOTAL</b>			\$

7

**COMMERCIAL/MULTI-FAMILY CONTAINERS**

DESCRIPTION OF SERVICES	# of	Cost	Total Monthly
	Customers "A"	Per Cubic Yard "B"	Service Fee "A" times "B"
2 yard 1/week service	75		\$
2 yard 2/week service	19		\$
2 yard 3/week service	16		\$
4 yrd 1/week service	103		\$
4 yard 2/week service	69		\$
4 yard 3/week service	25		\$
4 yard 4/week service	8		\$
4 yard 5/week service	3		\$
4 yard 6/week service	2		\$
6 yrd 1/week service	48		\$
6 yrd 2/week service	34		\$
6 yard 3/week service	9		\$
6 yard 4/week service	4		\$
6 yard 5/week service	8		\$
6 yard 6/week service	2		\$
8 yard 1/week service	42		\$
8 yard 2/week service	62		\$
8 yrd 3/week service	38		\$
8 yrd 4week service	14		\$
8 yrd 5/week service	22		\$
8 yrd 6/week service	17		\$
<b>TOTAL</b>			\$

8

**SPECIAL COLLECTION SERVICES**

<p>DESCRIPTION OF SERVICES</p> <p>Operation of the City's Conveint Drop-Off Site for Yard and Bulky Waste - 7 days per week 8:00 AM to 5:00 PM, excluding Holidays</p>	<p>Annual Cost \$ _____</p>
--	-----------------------------

<p>DESCRIPTION OF SERVICES</p> <p>City litter control</p>	<p>Annual Cost \$ _____</p>
---	-----------------------------

**SPECIAL COLLECTION SERVICES**

9

DESCRIPTION OF SERVICES	Fee
Rolling out Mechanical Container (and returning to original location)	\$
Opening and closing doors or gates	\$
Locks	\$
Unlocking and locking	\$
Supplying (and retrofitting locking mechanism	\$
Adding wheels to/changing wheels on Mechanical Container	\$
Adding lids or changing lids	\$
Moving container or Roll-Off location per Customer request	\$
Changing residential container size (after 90 days	\$
Disposal of hazardous waste in collection container	\$
Back Door Service for residential curbside service	\$

\*Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form (or elsewhere) is approximate only and not guaranteed by the City. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.



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**ATTACHMENT I – PSL REFERENCE CHECK FORM**  
**Proposer Instructions: Fill out top portion only.**  
**(Please print or type)**

RFP Number: <u>20220061</u>	
Title: <u>Solid Waste Collection Services</u>	
Proposer/Respondent: _____	
Reference: _____	Fax #: _____
Email: _____	Telephone #_ _____
Person to contact: _____	

**Reference Instructions:** The above Proposer has given your name to the City of Port St. Lucie as a reference. Please complete the information below and send back to the proposer listed in the box above.

Describe the scope of work of the contract awarded by your firm/entity to this Consultant. What type of services were performed?

What is the size of your agency and what services does your agency provide?

Was the work performed on time and within the specified guidelines?

What problems were encountered (claims)?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Consultant again? Choose an item.

Additional Comments:

Thank you.

Signature from Reference: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

**Note: Proposer fills out the top box and then submits the form to the Issuing Officer. PSL will send all Reference Checks to the Supplier(s) that are referenced on each Reference Check Form. Proposers shall submit and include all Reference Check Forms fully filled out and completed with their RFP packet by or before the submittal deadline.**

ATTACHMENT J

**NOTICE TO ALL PROPOSERS**

**To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The "Cone of Silence" is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City of Port St. Lucie Ordinance 20-15, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through Mr. Nathaniel Rubel Issuing Officer, for the procurement of these services.**

All questions regarding this Solicitation are to be submitted in writing to Nathaniel Rubel, Procurement Division Assistant Director with the Procurement Management Department via e-mail to [nrubel@cityofpsl.com](mailto:nrubel@cityofpsl.com), or by phone 772-344-4230. Please reference the Solicitation number on all correspondence to the City.

All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

*\*NOTE: All addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the [DemandStar's Website](#) for retrieval. All notice of intent to award documentation will be published on the [City Clerk's Website](#). Proposers are solely responsible for frequently checking these websites for updates to this solicitation.*

**I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.**

Typed Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Company and Job Title: \_\_\_\_\_

Date: \_\_\_\_\_





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**RFP #20220061**

**ATTACHMENT K – CONTRACTOR’S CODE OF ETHICS**

The City of Port St Lucie (“City), through its Procurement Management Department (“Procurement Management Department”) is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Contractor’s Code of Ethics.

- ◆ A Contractor’s bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Contractor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Contractor must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractor must require their suppliers

(including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Date \_\_\_\_\_

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

**ATTACHMENT L**  
**DRUG-FREE WORKPLACE FORM**  
**RFP # 20220061**  
**Solid Waste Collection Services**

The undersigned Contractor 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 under proposal 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 proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes 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.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date:



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### ATTACHMENT M - E-Verify Form

**Supplier/Consultant acknowledges and agrees to the following:**

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
3. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095 Florida Statutes, during the term of this contract and all attributed renewals.
4. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it must provide immediate notice thereof to the City.

**E-Verify Company Identification Number** \_\_\_\_\_

**Date of Authorization** \_\_\_\_\_

**Name of Contractor** \_\_\_\_\_

**Name of Project** \_\_\_\_\_

**Solicitation Number  
(If Applicable)** \_\_\_\_\_

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

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



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**ATTACHMENT N - NON-COLLUSION AFFIDAVIT**

**RFP #20220061**

**Solid Waste Collection Services**

State of \_\_\_\_\_ }

County of \_\_\_\_\_ }

\_\_\_\_\_, being first duly sworn, disposes and says that:  
(Name/s)

1. They are \_\_\_\_\_ of \_\_\_\_\_ the Proposer that  
(Title) (Name of Company)

has submitted the attached PROPOSAL;

2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such PROPOSAL;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_



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STATE OF FLORIDA }  
COUNTY OF ST. LUCIE } SS:

The foregoing instrument was acknowledged before me this *(Date)* \_\_\_\_\_

by: \_\_\_\_\_ who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

Commission No. \_\_\_\_\_

Notary Print: \_\_\_\_\_

Notary Signature: \_\_\_\_\_

**ATTACHMENT O  
VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS**

Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Authorized Representative's Name: \_\_\_\_\_

Authorized Representative's Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

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

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

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

Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature



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## Solicitation Addendum Form

<b>Solicitation Number: RFP 20220061</b>	<b>Solicitation Title: Solid Waste Collection Services</b>
Issuing Officer: Nathaniel Rubel, Assistant Procurement Director	Solicitation Initially Posted to Internet: See DemandStar
eMail Address: nrubel@cityofpsl.com	Telephone: o:772-344-4230 c: 772-203-7733
Addendum Number: 1	Date: 04/01/2022

### Questions and Answers

1. Who pays for residential disposal? Is it a pass-through with an annual true-up? *Page 27 Section 6.12.1 Please be detailed in your response.*  
*Response: Yes. The \$6.52 per month for disposal is included in the rate paid to the contractor. The contractor pays the disposal fees and the records are trued up annually.*
2. Please clarify franchise fees are not paid on disposal costs to the contractor for residential and commercial purposes. *Page 2 Background*  
*Response: Yes, the contractor deducts disposal fees before applying the franchise fee percentage.*
3. Please provide the number of Multifamily dwellings that receive Yard Waste collection Per week. *Page 3 Section Service Overview*  
*Response: This is a subscription-based commercial service. The City does not maintain a listing of multi-family dwellings services.*
4. How many locations are monitored by the litter control crew? *Page 3 Section, Service Overview*  
*Response: The Litter Crew does not monitor any set number of locations. They perform litter removal activities from the rights-of-ways primarily along the major thoroughfares as directed by the City's Public Works Department. This would be a 5-day per week service.*
5. Is Construction and Demolition part of the exclusive contract? *Page 3 Section Service Overview*  
*Response: No*





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6. Will the contractor not receive payment until December 2022? Page 24 Section 6.3.3  
*Response: The payment schedule is based on the City's fiscal year which begins on October 1<sup>st</sup>. Payment for services provided prior to October 1<sup>st</sup> will be paid in October 2022.*
7. Does this section also pertain to Multifamily containerized units? Page 24 Section 6.3.6  
*Response: No*
8. Please explain how the City deducts payments for disposal costs and is that done quarterly? Page 24 Section 6.3.8  
*Response: Generally, all disposal costs are paid to the hauler as a pass-through cost. This section would only apply if the City incurred direct disposal costs resulting from work not completed per the sample franchise agreement.*
9. What is the current procedure regarding accurate billing and contractors' billing review? Is this a report we can obtain on a monthly bases? Page 25 Section 6.5  
*Response: The contractor may request a billing review via the Director.*
10. Will the city provide a sample of underpayment or overpayments that are not recognized at the quarterly billing? Will the city amend this since the billing is quarterly, and you will not make adjustments for more than three months? Page 25 Section 6.6  
*Response: The tax roll is certified on an annual basis and the quarterly payments are based on that certification. Properties not on the tax roll at the time of certification are the responsibility of the contractor. See sample franchise agreement section 39.3.3.*
11. Will the city delete this sentence, "The city shall have no obligation to pay for any of the collection services provided by the contractor."? If not, clarify what is meant by that sentence. Page 25 Section 6.7  
*Response: The sentence should read as follows: The city shall have no obligation to pay for any of the collection services provided by the contractor, except as provided in this Section 39 (of the sample Franchise Agreement). This means that the contractor will only be paid for the services provided as outlined in Section 39 of the sample franchise agreement.*
12. If franchise fees are paid monthly, and residential services are paid quarterly, wouldn't it make sense to pay residential franchise fees quarterly too? Page 25 Section 6.10  
*Response: Yes the City will consider that change based on future negotiations.*



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13. Can the city give us examples of other payments otherwise addressed in the agreement? *Page 26 Section 6.10.3*

*Response: An example of this would be an invoice generated for administrative charges resulting from poor performance.*

14. Why is a check required for 1.5% due to the city the same day the city pays the contractor?

*Response: This is a rebate the previous contractor negotiated in lieu of the City's payment via credit card. A payment would be required via ACH or wire transfer.*

15. What advance notice do we get of what that 1.5% IS? *Page 26 Section 6.11.2*

*Response: The City invoices the contractor quarterly for the 1.5% payment. The quarterly payments should remain the same throughout the fiscal year; thus the 1.5% rebate should remain the same.*

16. What is the history of the increased disposal avoidance rebate to the city? *Page 27 Section 6.11.3*

*Response: This was a negotiated term between the City and current hauler upon the conversion from dual stream recycling to single stream recycling. Because the hauler would benefit from less disposal costs, the negotiated term was to split the difference with the City.*

17. Why does the city require an audit for residential tonnages if disposal costs are actualized at the county landfill? *Page 27 Section 6.12.3*

*Response: This annual audit is a tool to verify the accuracy of reports from the contractor and the County landfill.*

18. Item 1 on Attachment G, should the 33711 be in every line item in A? Also, should we include disposal in that numbers? It seems to be read-only on collections. *Attachment G Item 1*

*Response: Yes on the 33,711. Collection only is correct, please do not include disposal costs.*

19. Item 2 Will the city, provide the number of Multifamily curbside dwelling units? *Attachment G Item 2*

*Response: These are considered commercial units therefore the City does not have an accurate list. To that end, please provide a unit cost based on 100 Multifamily curbside dwelling units.*



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20. Item 4 Please clarify if the reads 1-96 gallon cart once per week and explain the other three. *Attachment G Item 4*

*Response: Please provide the cost to service curbside commercial customers with up to twice per week service on garbage and recycling. Base this on 100 accounts.*

21. Item 5 Please provide the number of hauls per month in each category? Also, please add that disposal is additional to the charge, which will be a pass-through to the customer. *Attachment G Item 5*

*Response: Yes, disposal is additional to the charge which will be a pass through to the customer. Please review the commercial spreadsheets (as new attachments) for the approximate number of hauls per month.*

22. Item 9 Will, the city, clarify the rolling out mechanical container, Opening and closing gates, unlocking, and locking as a monthly or per service charge? *Attachment G Item 9*

*Response: Per occurrence unless otherwise listed. Backdoor service should be a monthly fee.*

23. Will the city provide the container sizes of the city's facilities? *Attachment C*

*Response: Yes, two attachments are provided as part of this addendum; a spreadsheet with a column for "City Gov" and a table of roll-off compactors.*

24. Please confirm that this is a general question regarding the sample Franchise Agreement: "The example franchise agreement provided does not reflect the actual terms of the RFP and the scope of services to be provided. Please confirm that all terms and conditions of the franchise agreement to be executed by the successful bidder and the City will be mutually negotiated and agreed upon post-closing, and that all such terms and conditions will be specifically tailored to the requirements set forth in the RFP and the scope of services to be provided by the successful bidder."

*Response: Yes, the Franchise Agreement will be negotiated with the successful proposer(s).*

#### **Attachments**

- Commercial Container Locations Excel Spreadsheet
- Roll-Off & Compactor Location table

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control. Please let us know of any questions.

Cordially,  
Nathaniel Rubel – Assistant Procurement Director

## Active Services and Rates Detail

Site ID	Site Name	Site Address	Temp / Perm	Cust Own	Billing Cycle	Svc Code	Svc Area	Svc Frequency	Rate	Customer Name	VIP?	Customer Contact	Phone Number	Customer Class
1243380001	CITY OF PORT SAINT LUCIE	4100 Selvitz Rd	Perm	No	PSLRA	RESCURBBDCPSL		2 times per weel	0.00	CITY OF PORT SAINT LUCIE	No		772595390	RE
1261730001	Current Resident	5867 NW Leah DR	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.50	Current Resident	No			RE
1261730001	Current Resident	5867 NW Leah DR	Perm	No	PSLRA	RESCURBBDCPSL		2 times per weel	14.95	Current Resident	No			RE
1262800001	Current Resident	586 SE MAPLE TER	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Current Resident	No			RE
1262800001	Current Resident	586 SE MAPLE TER	Perm	No	PSLRA	RESCURBBDCPSL		2 times per weel	15.10	Current Resident	No			RE
1304530001	Current Resident	673 SW College Park Rd	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Current Resident	No			RE
1304530001	Current Resident	673 SW College Park Rd	Perm	No	PSLRA	RESCURBBDCPSL		2 times per weel	15.10	Current Resident	No			RE
1361010001	Current Resident	956 SW Connecticut Ter	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Current Resident	No		5612014484	RE
1361010001	Current Resident	956 SW Connecticut Ter	Perm	No	PSLRA	RESCURBBDCPSL		2 times per weel	15.10	Current Resident	No		5612014484	RE
1405140001	Sue Jacoby	2181 SE Bisbee St	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Sue Jacoby	No		7723352167	RE
1405140001	Sue Jacoby	2181 SE Bisbee St	Perm	No	PSLRA	RESCURBBDCPSL		2 times per weel	15.10	Sue Jacoby	No		7723352167	RE
1425200001	Current Resident	2102 SE Herron Ave	Perm	No	PSLRA	RESCURBBDCPSL		2 times per weel	0.00	Current Resident	No			RE
1425200001	Current Resident	2102 SE Herron Ave	Perm	No	PSLRA	RESCURBBDCPSL		Weekly	0.00	Current Resident	No			RE
1452500001	Current Resident	2231 SE LUCAYA ST	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.50	Current Resident	No			RE
1452500001	Current Resident	2231 SE LUCAYA ST	Perm	No	PSLRA	RESCURBBDCPSL		2 times per weel	15.10	Current Resident	No			RE
1458590001	Mary Kanaby	2207 SE Glover St	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.50	Mary Kanaby	No		5617559868	RE
1458590001	Mary Kanaby	2207 SE Glover St	Perm	No	PSLRA	RESCURBBDCPSL		2 times per weel	15.10	Mary Kanaby	No		5617559868	RE
1462270001	Current Resident	2218 SE Abcor RD	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Current Resident	No		7725198609	RE
1462270001	Current Resident	2218 SE Abcor RD	Perm	No	PSLRA	RESCURBBDCPSL		2 times per weel	15.10	Current Resident	No		7725198609	RE
1469610001	Current Resident	225 SW THORNHILL DR	Perm	No	PSLRA	RESCURBBDCPSL		2 times per weel	0.00	Current Resident	No			RE
1472910001	Elaine Pelmar	255 SW Marathon Ave	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Elaine Pelmar	No		7723430342	RE
1472910001	Elaine Pelmar	255 SW Marathon Ave	Perm	No	PSLRA	RESCURBBDCPSL		2 times per weel	15.10	Elaine Pelmar	No		7723430342	RE
1473290001	Resident .	2552 SW Brescia St	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Resident .	No		7728346331	RE
1473290001	Resident .	2552 SW Brescia St	Perm	No	PSLRA	RESCURBBDCPSL		2 times per weel	15.10	Resident .	No		7728346331	RE
1477310001	Current Resident	2561 SE Caladium AVE	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	0.00	Current Resident	No			RE
1477310001	Current Resident	2561 SE Caladium AVE	Perm	No	PSLRA	RESCURBBDCPSL		2 times per weel	0.00	Current Resident	No			RE
1478230001	Gloria Norelli	253 NW Toscane Trl	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	0.00	Gloria Norelli	No			RE
1478230001	Gloria Norelli	253 NW Toscane Trl	Perm	No	PSLRA	RESSWBD CPSL		2 times per weel	0.00	Gloria Norelli	No			RE
1484500001	Current Resident	261 SE Volkerts Ter	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Current Resident	No		7723439784	RE
1484500001	Current Resident	261 SE Volkerts Ter	Perm	No	PSLRA	RESCURBBDCPSL		2 times per weel	15.10	Current Resident	No		7723439784	RE
1490210001	Current Resident	2599 SE WESTMORELAND B	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Current Resident	No			RE
1490210001	Current Resident	2599 SE WESTMORELAND B	Perm	No	PSLRA	RESCURBBDCPSL		2 times per weel	15.10	Current Resident	No			RE
1500040001	Current Resident	2419 SE Rock Springs Dr	Perm	No	PSLRA	RESCURBBDCPSL		2 times per weel	0.00	Current Resident	No			RE
1500040001	Current Resident	2419 SE Rock Springs Dr	Perm	No	PSLRA	RESCURBBDCPSL		Weekly	0.00	Current Resident	No			RE
1510680001	Current Resident	2481 SW HALISSEE ST	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Current Resident	No		4802172375	RE
1510680001	Current Resident	2481 SW HALISSEE ST	Perm	No	PSLRA	RESCURBBDCPSL		2 times per weel	15.10	Current Resident	No		4802172375	RE
1512540001	Current Resident	2926 SE Pine Valley St	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Current Resident	No			RE
1512540001	Current Resident	2926 SE Pine Valley St	Perm	No	PSLRA	RESCURBBDCPSL		2 times per weel	15.10	Current Resident	No			RE
1517780001	Current Resident	2872 SE Eagle Dr	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Current Resident	No			RE
1517780001	Current Resident	2872 SE Eagle Dr	Perm	No	PSLRA	RESCURBBDCPSL		2 times per weel	15.10	Current Resident	No			RE
1527140001	Current Resident	3007 SW Circle ST	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Current Resident	No			RE
1527140001	Current Resident	3007 SW Circle ST	Perm	No	PSLRA	RESCURBBDCPSL		2 times per weel	15.10	Current Resident	No			RE
1531760001	Current Resident	301 NW Tuscany Ln	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Current Resident	No		7728778923	RE

## Active Services and Rates Detail

Site ID	Site Name	Site Address	Temp / Perm	Cust Own	Billing Cycle	Svc Code	Svc Area	Svc Frequency	Rate	Customer Name	VIP?	Customer Contact	Phone Number	Customer Class
1531760001	Current Resident	301 NW Tuscany Ln	Perm	No	PSLRA	RESCURBBICPSL		2 times per week	15.10	Current Resident	No		7728778923	RE
1549060001	Current Resident	2751 SE Gowin Dr	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Current Resident	No		7723358055	RE
1549060001	Current Resident	2751 SE Gowin Dr	Perm	No	PSLRA	RESCURBBICPSL		2 times per week	15.10	Current Resident	No		7723358055	RE
1577630001	Current Resident	165 SW Eyerly Ave	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Current Resident	No			RE
1577630001	Current Resident	165 SW Eyerly Ave	Perm	No	PSLRA	RESCURBBICPSL		2 times per week	15.10	Current Resident	No			RE
1581280001	Lesley Mudahy	166 NW Carmelite St	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.50	Lesley Mudahy	No		7722001878	RE
1581280001	Lesley Mudahy	166 NW Carmelite St	Perm	No	PSLRA	RESCURBBICPSL		2 times per week	15.10	Lesley Mudahy	No		7722001878	RE
1587190001	Tony D' Ippolito	1702 SE Floresta Dr	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Tony D' Ippolito	No		6057102457	RE
1587190001	Tony D' Ippolito	1702 SE Floresta Dr	Perm	No	PSLRA	RESCURBBICPSL		2 times per week	15.10	Tony D' Ippolito	No		6057102457	RE
1599360001	Valentino Skiera	1944 SW Airoso Blvd	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Valentino Skiera	No		7728793950	RE
1599360001	Valentino Skiera	1944 SW Airoso Blvd	Perm	No	PSLRA	RESCURBBICPSL		2 times per week	15.10	Valentino Skiera	No		7728793950	RE
1612520001	Current Resident	1872 SE Elrose St	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Current Resident	No		7723980107	RE
1612520001	Current Resident	1872 SE Elrose St	Perm	No	PSLRA	RESCURBBICPSL		2 times per week	15.10	Current Resident	No		7723980107	RE
1660420001	Current Resident	3106 SE MALL TER	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Current Resident	No			RE
1660420001	Current Resident	3106 SE MALL TER	Perm	No	PSLRA	RESCURBBICPSL		2 times per week	15.10	Current Resident	No			RE
1662410001	Current Resident	3230 SE Quay St	Perm	No	PSLRA	RESCURBBICPSL		2 times per week	0.00	Current Resident	No			RE
1671040001	Current Resident	392 SW Carter AVE	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	0.00	Current Resident	No			RE
1671040001	Current Resident	392 SW Carter AVE	Perm	No	PSLRA	RESSWBD CPSL		2 times per week	0.00	Current Resident	No			RE
1692770001	Current Resident	3581 SW Port St Lucie Blvd	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Current Resident	No			RE
1692770001	Current Resident	3581 SW Port St Lucie Blvd	Perm	No	PSLRA	RESCURBBICPSL		2 times per week	15.10	Current Resident	No			RE
1695600001	Current Resident	362 SW Carter AVE	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Current Resident	No		7728789811	RE
1695600001	Current Resident	362 SW Carter AVE	Perm	No	PSLRA	RESCURBBICPSL		2 times per week	15.10	Current Resident	No		7728789811	RE
1718350001	Current Resident	1062 SW Coleman AVE	Perm	No	PSLRA	RESCURBBICPSL		2 times per week	0.00	Current Resident	No		7728718918	RE
1718350001	Current Resident	1062 SW Coleman AVE	Perm	No	PSLRA	RESCURBBICPSL		Weekly	0.00	Current Resident	No		7728718918	RE
1770160001	Kenneth Pickard	12087 SW Bennington Cir	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Kenneth Pickard	No		7723323882	RE
1770160001	Kenneth Pickard	12087 SW Bennington Cir	Perm	No	PSLRA	RESCURBBICPSL		2 times per week	15.10	Kenneth Pickard	No		7723323882	RE
1772050001	Current Resident	11223 SW Apple Blossom Tr	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Current Resident	No		9548168771	RE
1772050001	Current Resident	11223 SW Apple Blossom Tr	Perm	No	PSLRA	RESCURBBICPSL		2 times per week	15.10	Current Resident	No		9548168771	RE
1779550001	Current Resident	1119 SE Sabina Ln	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Current Resident	No			RE
1779550001	Current Resident	1119 SE Sabina Ln	Perm	No	PSLRA	RESCURBBICPSL		2 times per week	15.10	Current Resident	No			RE
1786660001	Anna Baerlund	11330 SW Aspen Ln	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Anna Baerlund	No		7737428282	RE
1786660001	Anna Baerlund	11330 SW Aspen Ln	Perm	No	PSLRA	RESCURBBICPSL		2 times per week	15.10	Anna Baerlund	No		7737428282	RE
1796880001	Current Resident	1329 SE OAKMONT LN	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Current Resident	No			RE
1796880001	Current Resident	1329 SE OAKMONT LN	Perm	No	PSLRA	RESCURBBICPSL		2 times per week	15.10	Current Resident	No			RE
1798480001	Current Resident	1350 SE Concha St	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Current Resident	No		7728719323	RE
1798480001	Current Resident	1350 SE Concha St	Perm	No	PSLRA	RESCURBBICPSL		2 times per week	15.10	Current Resident	No		7728719323	RE
1836310001	Andre Cannings	1441 SE Kentallon Ln	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Andre Cannings	No		7727777777	RE
1836310001	Andre Cannings	1441 SE Kentallon Ln	Perm	No	PSLRA	RESCURBBICPSL		2 times per week	15.10	Andre Cannings	No		7727777777	RE
1872620001	Current Resident	4503 NW Albion AVE	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.55	Current Resident	No			RE
1872620001	Current Resident	4503 NW Albion AVE	Perm	No	PSLRA	RESCURBBICPSL		2 times per week	15.10	Current Resident	No			RE
1895640001	Current Resident	4129 SW Rosser Blvd	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	2.50	Current Resident	No		7726262763	RE
1895640001	Current Resident	4129 SW Rosser Blvd	Perm	No	PSLRA	RESCURBBICPSL		2 times per week	0.00	Current Resident	No		7726262763	RE
1895710001	Current Resident	412 SE Skipper Ln	Perm	No	PSLRA	RES65RCBDCPSL		Weekly	0.00	Current Resident	No			RE

## Active Services and Rates Detail

Site ID	Site Name	Site Address	Temp / Perm	Cust Own	Billing Cycle	Svc Code	Svc Area	Svc Frequency	Rate	Customer Name	VIP?	Customer Contact	Phone Number	Customer Class
1895710001	Current Resident	412 SE Skipper Ln	Perm	No	PSLRA	RESCURBBCCPSL		2 times per week	0.00	Current Resident	No			RE
1924060001	Current Resident	541 NW SAGAMORE TER	Perm	No	PSLRA	RES65RCBCCPSL		Weekly	2.50	Current Resident	No			RE
1924060001	Current Resident	541 NW SAGAMORE TER	Perm	No	PSLRA	RESCURBBCCPSL		2 times per week	0.00	Current Resident	No			RE
1924850001	Current Resident	5331 NW Wisk Fern CIR	Perm	No	PSLRA	RES65RCBCCPSL		Weekly	2.50	Current Resident	No			RE
1924850001	Current Resident	5331 NW Wisk Fern CIR	Perm	No	PSLRA	RESCURBBCCPSL		2 times per week	0.00	Current Resident	No			RE
2009030001	Marlene Weiss	11812 SW Golden Falls Ln	Perm	No	PSLRA	RESCURBBCCPSL		2 times per week	15.10	Marlene Weiss	No		5617024202	RE
2013800001	Mark Godwin	2814 SE Tate Ave	Perm	No	PSLRA	RES65RCBCCPSL		Weekly	2.55	Mark Godwin	No		7729057393	RE
2013800001	Mark Godwin	2814 SE Tate Ave	Perm	No	PSLRA	RESCURBBCCPSL		2 times per week	15.10	Mark Godwin	No		7729057393	RE
2021090001	Zakory DeFranco	3591 SW Carmody St	Perm	No	PSLRA	RESSWBD CPSL		2 times per week	15.10	Zakory DeFranco	No		5613092438	RE



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## Solicitation Addendum Form

<b>Solicitation Number: RFP 20220061</b>	<b>Solicitation Title: Solid Waste Collection Services</b>
Issuing Officer: Nathaniel Rubel, Assistant Procurement Director	Solicitation Initially Posted to Internet: See DemandStar
eMail Address: nrubel@cityofpsl.com	Telephone: o:772-344-4230 c: 772-203-7733
Addendum Number: 2	Date: 04/05/2022

### Questions and Answers

1. Will you forward the responses from the reference checks back to us to so that we can include them in our submittal to the city? There isn't a place to add our contact information to receive the responses back from our references.

*Response: Proposers shall only to fill out the top portion of the Reference Check Form (Attachment I). The City's Procurement Management Division will send all Reference Check Forms to the references indicated. Proposers shall submit the Reference Check Forms with the top portion completed with their proposal. Proposers may also submit their Reference Check Forms to the Issuing Officer prior to the proposal submittal deadline to allow the City more time to complete the reference checks. If the Reference Check Forms are submitted before the submittal deadline, please include the Reference Check Forms as provided to the Issuing Officer in Tab 8 of the Proposal submittal.*

2. Is there a disposal reimbursement on the Drop Off Center?

*Response: Currently its within current unit prices. The City is seeking an annual price that includes operation of the Drop Off site, seven (7) days per week from 7:30 AM until 6:30 PM. Respondents shall include the cost of transportation and disposal of 50,000 cubic yards of bulky waste and 15,000 cubic yards of vegetative debris on an annual basis.*

3. Will the operator be in charge of collection and disposal at the drop off site?

*Response: Yes.*

4. Will the drop off site be in operation before a hurricane?

*Response: The City will announce a closure to the public as the site prepares to become an emergency Debris Management Site.*

5. Can there be a cost for just opening the Drop Off Site, but disposal cost is a pass through?

*Response: See response to Question #2, above.*



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6. Is commercial broken down by zone for City facilities?  
*Response: Yes.*
7. Are there sizes for City owned facility containers?  
*Response: Yes, container size and frequency were included in the Commercial Container Locations spreadsheet included in Addendum #1. City containers are identified as "City Gov."*
8. Is there a disposal fee for recycling?  
*Response: There is no processing charge for the City's recycling material at the St. Lucie County Landfill through September 30, 2025. Beyond September 30, 2025, any adjustments would be a pass-through to the City.*
9. Is there a Compressed Natural Gas (CNG) requirement?  
*Response: There is no requirement for vehicles powered by Compressed Natural Gas in the Request for Proposal.*
10. Is there a current provider for garbage carts?  
*Response: The existing 65-gallon recycling carts were manufactured by Rehrig Pacific Company. The City is in the process of procuring solid waste and recycling carts from a national vendor. The awarded cart vendor will manufacture, transport, assemble, and deliver all solid waste carts to the residential, multi-family, and commercial accounts in the City during the summer of 2022. Beyond the commencement date, the successful respondent shall take over the maintenance, repair, and delivery of all carts through the term of the Franchise Agreement. All carts will remain the property of the City. The negotiated Franchise Agreement shall contain language describing cart specifications with a clause "equal to, or greater than".*
11. What is the status of the litigation with Waste Pro, will this affect the RFP?  
*Response: The litigation has been delayed until April 25, 2022, however the City will be moving forward with the RFP process.*
12. Would the City consider unusual proposals such as comingling RC and SW?  
*Response: The City will consider all alternatives for the collection of solid waste and recycling services during a short-term mobilization period, not to exceed 90 days.*
13. Would the City entertain a single hauler for the entire city?  
*Response: Yes, however the City Council has a desire to have multiple haulers.*





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14. How is the hauler to keep up with new CO's in terms of disposal cost?

*Response: Please refer to Section 39.3.3 of the sample Franchise Agreement, (Attachment E in the Request for Proposal).*

15. Does multi-family include yard waste?

*Response: That would be by demand for mechanical containers. Please refer to Section 7.8.3(d) of the sample Franchise Agreement (Attachment E in the Request for Proposal).*

16. Where is the City's Drop-off Site for bulky and yard waste?

*Response: The City's Drop-off Site for bulky and yard waste is located at the City's Public Works Complex, behind the green, fenced-in area, just west of the Florida's Turnpike overpass at the Corner of Cameo Boulevard and Crosstown Parkway. A map of the location is provided as an attachment to this addendum.*

17. Can we partner with the City's GIS system to gather house counts and other information?

*Response: Yes, after contract award.*

#### **Clarifications**

- In the Proposed Collection Service to City-owned Facilities section of the Service Overview provided in Section 1.2 – RFP Scope of Requested Services, the Litter Crew only works five (5) days per week not six (6) as indicated in the RFP Document.

#### **Attachments**

- Pre-Proposal Meeting Sign-in Sheet
  - Virtual (Teams) attendees were as follows:
    - David Ramirez – FCC Environmental Services FL, LLC
    - Anthony Coulas – 100% Trash, Inc.
    - Cindy Cabrera – 100% Trash, Inc.
    - Craig Ahaul – Circular Recycling
    - Trey Richardson – Republic Services
    - Brad Avery – Coastal Waste & Recycling, Inc.
- Map of the City's Drop-off Site for bulky and yard waste
- Revised Page #28 of RFP Document correcting Attachment labeling in Section 7.

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control. Please let us know of any questions.

Cordially,  
Nathaniel Rubel – Assistant Procurement Director



**SW Cameo Blvd**

**Crosstown Pkwy & SW Cameo Blvd**

**Crosstown Pkwy**

**Turnpike**

**City Drop-off**

otherwise, that are relevant to the calculation of the amounts due and payable under this Agreement.

#### **7. List of RFP Attachments**

The following documents make up this RFP. Please see Section 2.2.2 "RFP Review" for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

PSL RFP (this document)

- A. Interlocal Agreement – St. Lucie County
- B. Solid Waste Hauler Zones
- C. Locations of City Property for Collection of Solid Waste
- D. Locations of City Property for Collection of Recyclable Materials
- E. Sample Franchise Agreement
- F. Contractor's General Information Worksheet
- G. Bid Form – Eastern Zone
- H. Bid Form – Western Zone
- I. PSL Reference Check Form
- J. Cone of Silence Form (Mandatory Document)
- K. Contractor's Code of Ethics (Mandatory Document)
- L. Drug Free Workplace (Mandatory Document)
- M. E-Verify Form (Mandatory Document)
- N. Non-Collusion Affidavit (Mandatory Document)
- O. Vendor Certification Regarding Scrutinized Companies' List (Mandatory Document)



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## Solicitation Addendum Form

<b>Solicitation Number: RFP 20220061</b>	<b>Solicitation Title: Solid Waste Collection Services</b>
Issuing Officer: Nathaniel Rubel, Assistant Procurement Director	Solicitation Initially Posted to Internet: See DemandStar
eMail Address: nrubel@cityofpsl.com	Telephone: o:772-344-4230 c: 772-203-7733
Addendum Number: 3	Date: 04/06/2022

### New Proposal Due Date

The new Proposal Due Date is April 19, 2022 @ 3:00 PM. The Schedule of Events below has been updated to reflect this change. The instructions for proposal submission remain the same.

Description	Date	Time
Release of RFP	March 29, 2022	N/A
Pre-Proposal Conference Location: 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 3 <sup>rd</sup> Floor OMB Conference Room #386 or Room #366 and via Microsoft Teams: Join on your computer or mobile app: <a href="#">(Click here to join the meeting)</a> Or call in (audio only) +1 561-437-3554 Phone Conference ID: 461 167 044# Attendance is: Non-Mandatory	April 4, 2022	10:00 a.m. ET
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	April 12, 2022	5:00 p.m. ET
Collective responses to Written Questions by City Issued Addendum	April 13, 2022	5:00 p.m. ET
Proposals Due/Close Date and Time	April 19, 2022	3:00 p.m. ET
Evaluation Committee Meeting to Review / Rank Proposals	April 22, 2022	TBD
Committee recommendation(s) presented to City Council for Authorization to Negotiate with Recommended Proposer(s).	Week of April 25, 2022 to be Published by <a href="#">City Clerk's Office</a>	TBD
Negotiations and Finalization of Contract Terms with Recommended Proposer(s) (on or about); discretionary process	TBD	N/A
Notice of Award [NOA] (on or about)	Week of May 9, 2022	N/A



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Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control. Please let us know of any questions.

Cordially,  
Nathaniel Rubel – Assistant Procurement Director



"A City for All Ages"

## Solicitation Addendum Form

<b>Solicitation Number:</b> RFP 20220061	<b>Solicitation Title:</b> Solid Waste Collection Services
Issuing Officer: Nathaniel Rubel, Assistant Procurement Director	Solicitation Initially Posted to Internet: See DemandStar
eMail Address: nrubel@cityofpsl.com	Telephone: o:772-344-4230 c: 772-203-7733
Addendum Number: 4	Date: 04/11/2022

### Questions and Answers

1. What is the number of hauls that originate from the Drop-off sites?  
*Response: The City has provided estimated cubic yards for both yard waste and bulky waste in Addendum #2 question #2.*
2. Is there a history of hauls for the Drop-off Sites? Can the City please share  
*Response: No, we do not have a tracking history as this site was activated to assist the current contractor with delays.*
3. Will the city allow for a pass through on Disposal from the Drop-off site?  
*Response: No. The City is asking each proposer to provide an annual cost to operate the site with quantities previously provided in Addendum 2.*
4. When is the start of the Contract?  
*Response: The desire is September 5, 2022, but the City will consider proposed alternatives.*
5. With the volatility of the price of fuel in today's world The City must consider including fuel adjustment language in the final agreement. This will take any hedging by the haulers and give the City the best rates. The fuel adjustment language can benchmark fuel at the time of the submittal and will protect both the City and the Hauler.  
*Response: This is an item that will be negotiated with the awarded contractor(s) in the new agreement.*
6. For purposes of developing pricing, what is the specific rate escalator and application to fees/charges?  
*Response: This would be the same as the hauler's CPI adjustment.*



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7. The attached file contains Commercial Front-end load (Container) accounts having service frequencies that do not match the total cubic yards, Rows 570-572 (Walgreens) shows "0" as well, please explain.  
*Response: Yes, The spreadsheet attached was provided by the current hauler and is the best information we can obtain at this time.*
8. During the transition period, will the hauler be expected to remove all waste materials from the curb that is not contained in the City issued mobile cart?  
*Response: No but the hauler must follow the non-collection notification process identified in the Sample Franchise Agreement.*
9. The once per week yard waste collection is limited to 4-cubic yards – how will additional materials be addressed? Same for bulky materials once per month?  
*Response: The new agreement will include language similar to the non-collection notification process. The haulers must create a monthly schedule for bulk pickup and communicate that schedule to the residents.*
10. Are Mobile Home communities exempt from the Franchise Agreement? Please describe, if any, special or exemptions that are not identified in the RFP.  
*Response: See Section 38.10 of the Sample Franchise Agreement.*
11. On page #3 of the RFP, Proposed Collection Service for the City's properties – are there any records of volumes/tonnages hauled?  
*Response: No. The City has not been provided with this information.*
12. The "litter crew consisting of two or more employees" for purposes of servicing City properties – please provide additional description of duties and protocols for costing.  
*Response: See Section 36.7 of the Sample Franchise Agreement.*
13. Could you please confirm that the contractor could use the current recycling carts and that it will only be responsible for the purchase of new and replacement carts?  
*Response: All existing recycling carts are the property of the City of Port St. Lucie. Beyond the commencement date, the contractor will be responsible for purchase of all new recycling and solid waste and all solid waste and recycling carts replacement carts.*
14. Could you please provide the number of cart swaps carried out in the past 3 years?  
*Response: Approximately 3 swaps per month of recycling carts has been the norm.*



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15. While actively searching, and being that it's a such a short window and to be competitive, will the city be willing to provide temporary land use for hauler if selected until a permanent facility is secured?

*Response: We've notified the City's Economic Development Administrator who has a list of potential properties. Please contact him directly for more information. (Elijah Wooten 772-873-6374.*

16. Could you please provide the history of Community Events carried out in the last 3 years?

*Response: The City's events fluctuate from year to year. Please visit our events calendar online at <https://www.cityofpsl.com/government/1psl-events-calendar>*

17. How will the City communicate the 2CY yard waste change? How will the City enforce this change?

*Response: In partnership with the hauler(s), the City will communicate the change in service levels through a series of public information campaigns. Yard waste will be limited to 4 cubic yards per week, the City's Code Enforcement Department will enforce this new limitation.*

18. Could you please clarify which of the additional services (Section 36.13 of the sample franchise agreement) will apply to this new contract?

*Response: Items b), c), and d)*

19. Is the convenience center located on the westside, only for residents to drop-off yard waste and bulky items? Is this operated by city personnel or the hauler?

*Response: There is only one drop -off center in the City. Operating the drop-off center will be the responsibility of the awarded contractor.*

20. Given that the City has decided to split the area in two, and in case it awards the contract to two different companies, could you please clarify which company will be managing the drop-off site?

*Response: The contractor who provides the most cost effective and responsive proposal.*

21. Does the franchise fee need to be included within the pricing form?

*Response: No. The Franchise Fee is currently anticipated to remain the same at 4% of the total revenue.*

22. Are the franchise fees included in the rates provided in "2567068\_Attachment\_E\_-\_Sample\_Franchise\_Agreement"?

*Response: Yes see Exhibit 3 of attachment E.*





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23. Could you please provide tonnage reports, by day and by truck identification or load identification for the years 2020 and 2021 for each waste stream collected (residential solid waste, recycling, yard waste, Commercial MSW, and Roll-off)?

*Response: The City does not have any records responsive to this request to the level of detail that is requested. We have attached what we can provide.*

24. Could the City please provide a copy of the last six months' invoices?

*Response: We are compiling this information and will provide the invoices in a future addendum.*

25. Could you please provide the recent history of any Liquidated Damages on a monthly basis for the years 2020 and 2021?

*Response: The City does not have a provision for liquidated damages.*

26. Could you please provide a list or the number of physically disabled residents receiving back door service?

*Response: Approximately 25 residents receive backdoor service according to the current hauler.*

27. Could you please provide the adjustment to the collection components of the rates for the previous 5 years?

*Response: The collection rates in FY 17/18 were \$16.13. In FY 19/20 the rate was negotiated down to \$15.59. FY 21/22 a 1.4% CPI was applied bringing the rate to \$15.80.*

28. Could you provide the current collection routes?

*Response: The current hauler's collection routes are attached and included as part of this addendum.*

29. Could you please provide the size for all roll-off customers identified in "Roll-Off & Compactor Locations"?

*Response: This information was contained in a document within Addendum 1 that identified location, size and frequency.*

30. Could you please clarify if in the new contract whether the contractor will be paid any Frontload Monthly Maintenance Fee as it is shown on page 2 of 3 – Exhibit E from the 2567068 Attachment E – Sample Franchise Agreement?

*Response: No. Please include any maintenance fees into the total cost of providing service.*



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31. Section 2.2.4. tab 5 of the RFP states "Provide a proposed route schedule and map for residential services.". Could you please confirm that the route maps would be provided by the awarded company after the due date of this RFP?

*Response: Yes.*

32. Could you please provide the current annual rates for the litter crew service and for the management of the drop of site?

*Response: The cost of the litter crew and operation of the drop-off facility is included in the existing rate structure.*

33. Could you please clarify that the City is looking for a monthly price, not a price per cubic yard on *Item 7 of "2567071\_Attachment\_H\_-\_Western\_Bid\_Form"*?

*Response: The City needs a price per cubic yard in column B.*

34. Could you please clarify the scope of services of the drop off center?

*Response: This answer was provided in Addendum 2.*

35. Could you please clarify if we have to reimburse 1.5% of the revenues to the City even if we are paid via ACH?

*Response: Yes.*

36. Could you please clarify where the \$6.52 per month for disposal come from?  
*Addendum 1, question 1.*

*Response: The generation rate for MSW is 1.29 tons per home multiplied by the current tipping fee of \$49/ton. The generation rate for yard waste is 0.5 tons per home multiplied by the current tipping fee of \$30 per ton.*

37. If we don't include disposal cost within the proposed residential rates (item 1). Could you please clarify if the disposal rate for 2023 is going to be calculated by multiplying 1.29 times \$50.96/ton and dividing by 12 months equals to \$5.47/hhld/day?

*Response: This is accurate.*

38. What happens if this calculated disposal rate doesn't cover all the disposal costs?

*Response: This was answered in Addendum #1, question #1.*

39. Could you please clarify how the rates are going to be adjusted? Is the City willing to increase the cap up to 5%? "*Section 38.4.1. of 2567068\_Attachment\_E\_-\_Sample\_Franchise\_Agreement*".

*Response: It will be negotiated with the successful proposers.*



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40. Given that this contract could be potentially extended up to 10 years, could you please clarify if the City is willing to increase the maximum age for the frontline truck from 8 years to 10? "Section 28.3. of 2567068\_Attachment\_E\_-\_Sample\_Franchise\_Agreement".

*Response: Yes.*

41. Section 3.2. of the RFP states that "the Performance Bond shall be in the amount of fifty percent 50% of the annual", however, Section 53 of the Sample Franchise Agreement states "The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of twenty-five (25%) percent of the annual Contract price." Could you please clarify.

*Response: The City intends to require a 50% performance bond.*

42. Section 6.8. of the RFP states that "if a Residential Customer wishes to increase their garbage or recycling capacity and requests an additional Garbage or Recycling Cart, the Contractor shall offer to swap the current container. If a Customer insists on purchasing a second cart, the Contractor shall charge a fee.". Could you please clarify which fee is the contractor going to be paid in case of a swap? In addition, how many swaps can a resident request?

*Response: In the Bid Tabs, the bidders need to place a cost of swapping a cart upon the customer's request. The cost for a resident to purchase a second cart shall be \$80.00.*

43. Could you please confirm that for residential solid waste and recycling, the contractor will only be responsible for collecting material set out inside the cart?

*Response: No garbage will be collected outside of the cart except for yard and bulky waste. All recycling and solid waste will be contained in the garbage carts. The contractor will not be responsible for collecting recycling or solid waste outside of the cart.*

44. Would the City consider allowing a hauler to have their facility located in adjacent Martin County?

*Response: Yes.*

45. Can we partner with the City's GIS system to gather house counts and other information?

*Response: Yes, after contract award.*



*"A City for All Ages"*

**Attachments**

- Route Maps

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control. Please let us know of any questions.

Cordially,  
Nathaniel Rubel – Assistant Procurement Director



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## Solicitation Addendum Form

<b>Solicitation Number: RFP 20220061</b>	<b>Solicitation Title: Solid Waste Collection Services</b>
Issuing Officer: Nathaniel Rubel, Assistant Procurement Director	Solicitation Initially Posted to Internet: See DemandStar
eMail Address: nrubel@cityofpsl.com	Telephone: o:772-344-4230 c: 772-203-7733
Addendum Number: 5	Date: 04/13/2022

### Questions and Answers

1. If the Contractor's proposal required collection and commingling of MSW and Recyclables for the first 12-16 months of the contract (until adequate vehicles could be purchased), would the City agree to such commingling as an exception to the specifications (which currently state no commingling) or would the City find that exception/deviation to be material and reject the proposal?

*Response: The City would not reject a proposal of commingling on a temporary basis up to the 1<sup>st</sup> 90 days if it is necessary for a successful proposer to mobilize by September 4, 2022. However, City Council approval would be needed before confirming this as a viable option.*

2. We are assuming the residential curbside will be free of accumulated materials on the commencement of the agreement?

*Response: Yes, all solid waste and recycling materials must be in the provided cart.*

3. Should we assume the cost and placement of commercial and roll-off containers to service those customer segments on day-one?

*Response: According to our current hauler, yes, they plan on removing all of their containers.*

4. Convenience Center(s) operations – number of containers and estimated volumes/tonnages for costing purposes please.

*Response: The estimated quantities were provided in Addendum #2. The number of containers will be at the awarded hauler's discretion.*

5. Could the City please provide a copy of the last six months' invoices?

*Response: Invoices from the St. Lucie County Landfill to the City's current hauler are attached as part of this Addendum. The Account numbers on the invoices represent the following services:*

- #561 – Residential*
- #562 – Commercial*
- #563 – Roll-Off*



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6. Is there a specific form the City of Port St. Lucie wants us to present, or is a copy of the memo of understanding between Republic Services of Florida, Limited Partnership, and E-Verify sufficient? *RFP, page 14, Tab M, "E-Verify Form (Mandatory Document)":*

*Response: Please complete and submit Attachment M – E-Verify Form which was uploaded to DemandStar with the initial RFP documents and attachments.*

7. For In terms of the Convenience Center operation, we are assuming the location would need to be staffed by the Contractor during operating hours specified in Addendum #2? Please specify the staffing requirements.

*Response: The City opened this facility to allow residents to dispose of bulky and yard waste that was not being expeditiously collected by the contractor. As such, the City would be willing to reassess the hours of operation once service has been restored.*

8. Addendum #2 specifies an "annual price" – is the City seeking a separate quote or are we to include the costs in the residential collection rate? Please clarify.

*Response: The City wants to see the annual cost to operate the Customer Convenience Center.*

9. During the time period required for manufacturing and delivery of the Automatic Side Load Recycling trucks, would the City consider suspending the curbside collection of Single-Stream recyclables and direct residents to utilize the Convenience Center for same?

*Response: City staff would be willing to recommend to the City Council a temporary suspension of recycling up to 90-days; however, Council approval would be necessary.*

10. In light of the expedited nature of the service commencement, would the City agree to a reasonable extension of transition-related deadlines in the Agreement (for example, the deadlines in Section 5.2 of the Sample Agreement)?

*Response: Yes, this is negotiable.*

11. Would the City agree to refrain from imposing Administrative Charges (Section 44 of the Sample Agreement) during the first year (the transition period) of the parties' Agreement?

*Response: This is negotiable.*



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12. Would the City agree that the Contractor shall not be responsible for collection of storm/disaster debris (unless the parties agree to enter into a separate contract to address the details and cost for same)?

*Response: The City has prepositioned emergency contracts for storm debris which would be the primary contractor for emergency storm debris. The City would desire to maintain a negotiated rate with our hauler for redundancy (see Section 36.8 of the Sample Franchise Agreement).*

13. Will the City change the CPI Index to Waste and Sewer and Trash Collection Services US City Average (1.29 of the Sample Agreement)?

*Response: The CPI language will be handled during contract negotiations.*

14. What is the difference between Recovered Material and Recyclable Material according to the City (1.84 and 1.85 of the Sample Agreement)?

*Response: Please refer to Florida Statute 403.7045(1)(e) for additional guidance.*

15. On the sample agreement it is highlighted that the Contractor shall provide collection of Recyclable Materials to Commercial Customers. How can the City require the Contractor collect recycling on commercial customers when it is not franchisable? (2.2 of the Sample Agreement)

*Response: The service is to be provided upon request by the Commercial customer.*

16. Can the City please confirm the term of the contract? In the RFP it states seven years with 3 one-year extensions (RFP 1.7). However, in the agreement it states three years with a 1 five-year extension (Section 3).

*Response: The proposed term is for seven (7) years with one three (3)-year option for renewal.*

17. If the City is keeping the three-year initial term with a five-year renewal, can the City seriously reconsider a term of at least 7 or 8 years with two to three 5-year renewals?

*Response: The proposed term is for seven (7) years with one three (3)-year option for renewal.*

18. Will the City acquire all the mechanical containers from the current contractor?

*Response: No, but the new haulers may negotiate directly with the current hauler.*

19. The CPI as established in the Sample Agreement (38.4) states that the CPI can only be adjusted upwards by 2%. Will the City reconsider and establish an adjustment of at least 5%?

*Response: The CPI language will be handled during contract negotiations.*



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20. Are the terms listed in the Sample Agreement open for negotiation?

*Response: Yes.*

21. The Sample Agreement has a Rate Adjustment for Disposal Cost (38.5). However, the bid forms don't have a disposal component.

*Response: Disposal is a pass-through cost and is based on a separate agreement between the City and St. Lucie County through September 30, 2025.*

22. Will the City consider changing the verbiage for the performance bond below?

After the 2nd to last sentence, pg. 17, 3.2, 3rd paragraph:

Maintenance of the Performance Bond and the performance by the Contractor of all of the obligations under this Section shall not relieve the Contractor of liability under the default and termination provisions set forth in this Service Contract or from any other liability resulting from any breach of this Service Contract. The Performance Bond may be "called" and used if there is any default or breach of this Service Contract by the Contractor, **provided the City gives the contractor 15 days by written notice to cure any defaults or breaches.** Calling or using the Performance Bond shall not restrict or preclude the use of any other remedies available to the City against the Contractor for breach, default, or damages.

*Response: Yes, the City will consider revisions to this language during contract negotiations.*

23. Would the City consider extending the due date any longer to allow for proper site visits after the recent set of Q&A?

*Response: No, the RFP due date has already been extended once and due to the expedited timeframe that has been established, additional time extensions will not be considered.*

24. Could a company use the experience of its parent company to satisfy the 10-year experience requirement identified in section 2.2.4 of the RFP?

*Response: Yes.*

25. The units (column D Row 62/63) are different for Attachment H – Western Bid Form and Attachment G – Eastern Bid Form. Given that column E is requesting the Total Monthly Services Fee, could the City confirm that the correct unit amount is "Monthly Fee" found in Attachment G – Eastern Bid Form?

*Response: Please see revised Attachment G – Eastern Bid Form uploaded to DemandStar in Excel format included as part of this Addendum.*





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26. Will the City please consider adding language clarifying that the Contractor will not be required to indemnify the City to the extent liabilities arises out of the City's negligence or willful misconduct? *RFP Page 15, Section 3.1.*

*Response: These terms will be negotiated with the successful proposers. The Sample Franchise Agreement was attached for reference only.*

27. Will the City please add language to this section to clarify that any inspection/audit will only be performed after reasonable advance written notice to Contractor? *RFP Page 27, Section 6.13.3.*

*Response: These terms will be negotiated with the successful proposers. The Sample Franchise Agreement was attached for reference only.*

28. Will the City please make the following revisions to the RFP and the sample Franchise Agreement with respect to insurance requirements:

- a. In the third line of the second paragraph, add the words "blanket-form" before the word "endorsement." *RFP Page 15, Section 3.1.*
- b. In the fourth line of the fourth paragraph, add the words "blanket-form" before the word "Waiver". *RFP Page 15, Section 3.1(1).*
- c. Delete the entry for "Medical expense". *RFP Page 15, Section 3.1(2).*
- d. Revise Section 3 so that it reads in its entirety as follows: "Additional Insured: A blanket-form Additional Insured endorsement **must** be attached to the certificate of insurance (should be blanket-form CG2026 0413) under the General Liability policy. Coverage shall apply as primary and non-contributory. A waiver of subrogation shall be provided in favor of the City via blanket-form endorsement. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. Except as to Workers' Compensation and Employers' Liability, said policies shall be endorsed via blanket-form endorsement to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The certificate of insurance shall be supplemented with the required blanket-form additional insured endorsements and shall state on pg. 2 of the certificate, Additional Insured includes: **City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20220061 – Solid Waste Collection Services Project when required by written contract.** The Policies shall be specifically endorsed via blanket-form endorsement to provide thirty (30) day written notice to the City prior to any material



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- changes, cancellation, or non-renewal of coverage thereunder, except workers' compensation." *RFP Page 16, Section 3.1(3).*
- e. Revise the fourth and fifth sentences of Section 4 so that they read in their entirety as follows: "Certificate holder must be listed as additional insured and a waiver of subrogation shall be provided via blanket-form endorsement." *RFP Page 16, Section 3.1(4).*
  - f. In the fifth line of the second paragraph of Section 6, delete the words "without the language when required by written contract." *RFP Page 16, Section 3.1(6).*
  - g. To the end of the first paragraph on page 17, add the words "via blanket-form endorsement." *RFP Page 17, Section 3.1(6).*
  - h. In the third line of the second paragraph on page 17, add the words "blanket-form" prior to the word "endorsements." *RFP Page 17, Section 3.1(6).*
  - i. Revise the second sentence of the fourth paragraph on page 17 so that it reads in its entirety as follows: "Certificates must reference the contract number and the City as an additional insured party via blanket-form endorsement." *RFP Page 17, Section 3.1(6).*
  - j. In the second line of the first paragraph, add the words "via blanket-form" before the word "endorsements." *Franchise Agreement Page 106, Section 52.*
  - k. In the third sentence of the first paragraph, add the words "blanket-form" before the word "Waiver." *Franchise Agreement Page 107, Section 52.1.*
  - l. Delete the entry for "Medical expense". *Franchise Agreement Page 107, Section 52.2.*
  - m. Revise Section 52.3 so that it reads in its entirety as follows: "A blanket-form Additional Insured endorsement **must** be attached to the certificate of insurance (should be blanket-form CG2026 0413) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A blanket-form per project aggregate limit endorsement should be attached. A waiver of subrogation shall be provided in favor of the City via blanket-form endorsement. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. Except as to Workers' Compensation and Employers' Liability, said policies shall be endorsed via blanket-form endorsement to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The certificate of insurance shall be supplemented with the required blanket-form additional insured endorsements and shall state on pg. 2 of the certificate, Additional Insured includes: **City of Port**



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**St. Lucie, a municipality of the State of Florida, its officers, employees and agents for the Solid Waste Franchise Agreement Project when required by written contract.** The policies shall be specifically endorsed via blanket-form endorsement to provide thirty (30) day written notice to the City prior to any material changes, cancellation, or non-renewal of coverage thereunder, except workers' compensation. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein." *Franchise Agreement Pages 107-108, Section 52.3.*

- n. Revise the fourth and fifth sentences of Section 52.4 so that they read in their entirety as follows: "Certificate holder must be listed as additional insured and a waiver of subrogation shall be provided via blanket-form endorsement. *Franchise Agreement Page 108, Section 52.4.*
- o. In the first paragraph of Section 52.6, delete the second sentence in its entirety. *Franchise Agreement Page 109, Section 52.6.*
- p. In the last sentence of the third paragraph of Section 52.6, add the words "via blanket-form endorsement" after the words "Additional Insured." *Franchise Agreement Page 109, Section 52.6.*
- q. In the first sentence of the fourth paragraph of Section 52.6, add the words "blanket-form" before the word "endorsements". *Franchise Agreement Page 109, Section 52.6.*

*Response: These terms will be negotiated with the successful proposers. The Sample Franchise Agreement was attached for reference only.*

29. Will the City please add language to clarify that Contractor will never take title to or ownership of Exempt Waste? *Franchise Agreement Page 37, Section 21.1.*

*Response: Yes.*

30. Will the City please revise this section to clarify that Contractor is only liable for injuries/conditions caused by Contractor's negligence/willful misconduct? *Franchise Agreement Page 104, Section 51.1.*

*Response: This is a topic to discuss during negotiations.*

#### **Attachments**

- Invoices from the St. Lucie County Landfill for the previous six months.
- Revised Attachment G – Eastern Bid Form (Excel)

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control. Please let us know of any questions.

Cordially,  
Nathaniel Rubel – Assistant Procurement Director

**Eastern Service District**

Revised 4/13/22

Item  
1

**RESIDENTIAL CURBSIDE SERVICE**

DESCRIPTION OF SERVICES	# of Households "A"	Monthly Fee "B"	Total Monthly Service Fee "A" times "B"
Solid Waste Collection 1 time per week	33,711		\$
Recycling 1 time per week			\$
Yard Waste 1 time per week (4 cubic yards)			\$
Bulky Waste 1 time per month (5 pieces)			\$
Tires - four (4) per year			\$
<b>TOTAL</b>			\$

2

**ADDITIONAL FEES**

Price to provide and service an additional cart per household		
Solid Waste Cart		\$ _____ -
Recycling Cart		\$ _____

3

**MULTI-FAMILY CURBSIDE SERVICE**

DESCRIPTION OF SERVICES	# of Dwellings "A"	Monthly Fee "B"	Total Monthly Service Fee "A" times "B"
Solid Waste Collection 1 time per week			\$
Recycling 1 time per week			\$
Yard Waste 1 time per week (4 cubic yards)			\$
Bulky Waste 1 time per month (5 pieces)			\$
Tires - four (4) per year			\$
<b>TOTAL</b>			\$

4

**COMMERCIAL CART SERVICE**

DESCRIPTION OF SERVICES	# of Customers "A"	Monthly Fee "B"	Total Monthly Service Fee "A" times "B"
96 Gallon Cart 1/per week/Solid Waste	100		\$
96 Gallon Cart 2/per week/Solid Waste	100		\$
96 Gallon Cart 1/per week/Recycle	100		\$
96 Gallon Cart 2/per week/Recycle	100		\$
<b>TOTAL</b>			\$

5

**ROLL-OFF OPEN TOP CONTAINER**

DESCRIPTION OF SERVICES	# of Containers "A"	Pull Fee "B"	Total Monthly Pull Service Fee "A" times "B"
10 Yard Open Top	2		\$
15 Yard Open Top	5		\$
20 Yard Open Top	17		\$
30 Yard Open Top	4		\$
40 Yard Open Top	2		\$
<b>TOTAL</b>			\$

6

**MECHANICAL COMPACTORS**

DESCRIPTION OF SERVICES	# of Customers "A"	Monthly Fee "B"	Total Monthly Service Fee "A" times "B"
2 yard 2/week service	2		\$
1 yard 2/week service	1		\$
6 yard 4/week service	3		\$
6 yrd 6/week service	1		\$
		<b>TOTAL</b>	\$

7

**COMMERCIAL/MULTI-FAMILY CONTAINERS**

DESCRIPTION OF SERVICES	# of Customers "A"	Cost Per Cubic Yard "B"	Total Monthly Service Fee "A" times "B"
2 yard 1/week service	87		\$
2 yard 2/week service	62		\$
2 yard 3/week service	10		\$
4 yrd 1/week service	113		\$
4 yard 2/week service	102		\$
4 yard 3/week service	26		\$
4 yard 4/week service	5		\$
4 yard 5/week service	7		\$
4 yard 6/week service	0		\$
6 yrd 1/week service	48		\$
6 yrd 2/week service	40		\$
6 yard 3/week service	18		\$
6 yard 4/week service	3		\$
6 yard 5/week service	11		\$
6 yard 6/week service	1		\$
8 yard 1/week service	32		\$
8 yard 2/week service	41		\$
8 yrd 3/week service	29		\$
8 yrd 4week service	6		\$
8 yrd 5/week service	10		\$
8 yrd 6/week service	0		\$
		<b>TOTAL</b>	\$

8

**SPECIAL COLLECTION SERVICES**

DESCRIPTION OF SERVICES	Annual Cost \$
Operation of the City's Conveint Drop-Off Site for Yard and Bulky Waste - 6 days per week 8:00 AM to 5:00 PM, excluding Holidays	

DESCRIPTION OF SERVICES	Annual Cost \$
City Litter Control	

## SPECIAL COLLECTION SERVICES

DESCRIPTION OF SERVICES	Fee
Rolling out Mechanical Container (and returning to original location)	\$
Opening and closing doors or gates	\$
Locks	\$
Unlocking and locking	\$
Supplying (and retrofitting locking mechanism	\$
Adding wheels to/changing wheels on Mechanical Container	\$
Adding lids or changing lids	\$
Moving container or Roll-Off location per Customer request	\$
Changing residential container size (after 90 days	\$
Disposal of hazardous waste in collection container	\$
Back Door Service for residential curbside service	\$



Response for  
City of Port St. Lucie, FL  
April 19, 2022

RE: "REQUEST FOR PROPOSALS: # 20220061 SOLID WASTE COLLECTION SERVICES"




**Submitted to:**

City of Port St. Lucie  
121 S.W. Port St. Lucie Blvd  
Port St. Lucie, FL 34984

**Submitted by:**

Dan Brazil  
FCC Environmental Services Florida, LLC.  
[www.fccenvironmental.com](http://www.fccenvironmental.com)  
5840 Corporate Way, Suite 250  
West Palm Beach, FL 33407  
(832) 404-2597 (T)  
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**ORIGINAL**

  
\_\_\_\_\_  
Dan Brazil

*This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a delivery order is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is contained in all sheets marked with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal. HANDLE AS BUSINESS SENSITIVE."*

## TAB 1. TRANSMITTAL LETTER

April 19, 2022

City of Port St. Lucie  
121 S.W. Port St. Lucie Blvd  
Port St. Lucie, FL 34984

RE: Request for Proposals: RFP# 20220061 "Solid Waste Collection Services"

Dear Mr. Nathaniel Rubel,

FCC Environmental Services Florida, LLC is pleased to provide our response to the City of Port St. Lucie's Request for Proposals RFP # 20220061 "Solid Waste Collection Services". FCC understands the requirements as well as the scope of this solicitation and is willing to perform these services requested in the RFP, in compliance with the terms in the Service Contract, for the Rates submitted within the proposal. Additionally, FCC attests that all information provided on this response is accurate and that it will be able to perform the services identified, in the response and in the addendums released.

### 1) Right Partner

FCC is an international corporation that has been providing waste collection and disposal services since 1911. FCC Environmental Services Florida, LLC address is 5840 Corporate Way, Suite 250, West Palm Beach, FL 33407. Today, we provide environmental services across the United States, United Kingdom, Spain, and other countries across Europe tailored to the needs of our partners using the latest technologies and environmentally friendly equipment. **We have the experience and capability to provide the equipment and labor to perform solid waste and recycle collection services for the City of Port St. Lucie.**



### 2) Solid Waste Collection Experience

**FCC's Local Management, Performance, Dedication, and the Ability to Adapt to Different Environments are the key factors that have allowed us to provide collection and disposal services for 111 years.**

Over 60 million people in more than 5,000 municipalities around the world benefit from the services we provide. Employing the most advanced technologies, we continuously improve our ability to manage the thousands of tons of solid waste collected every day in some of the world's largest and most vibrant cities, where more than 25 million tons of refuse are collected per year.



We employ a variety of collection systems according to the needs of each municipality, using a combination of vehicles and containers designed to maximize efficiency and minimize the environmental impact in terms of noise and emissions.

### 3) Strength of Personnel

While FCC is engaged in business worldwide, each business unit operates as a separate small business. The people that do the work are people that live in the area, so the concerns of the City are also our concerns. **FCC will prioritize its hiring efforts with staff from the previous hauler, as well as staff that lives in the City of Port St. Lucie.**

### 4) Plan for Providing Service to the City

We at FCC look forward to establishing a partnership with the City of Port St. Lucie. We would like to highlight some of the key features.

- **West Collection zone - 64 dedicated employees and up to 43 collection trucks including spares**
- **East Collection zone - 52 dedicated employees and up to 31 collection trucks including spares**



Our proposed equipment is selected to address the specific concerns associated with the service in the City of Port St. Lucie. The trucks will be equipped with the latest technology in emissions controls, GPS tracking, and maintenance telematics.

### 5) Core Values & Approach Summary

FCC is one of the leading waste, and resource management companies worldwide. Our approach is to minimize the amount of waste that ends up in landfills by transforming it into valuable resources in our partner Cities. We aim to extract the most value from the waste we collect by ensuring that recyclable materials such as glass, paper, and plastic are processed to be used again or turned into other valuable resources.

FCC's goal is to be "the environmental company of choice, delivering change for a sustainable future". We ensure that our facilities are healthy and safe environments for our staff, visitors, and stakeholders. This allows us to attract and maintain a staff of very competent people that perform their duties in an efficient, safe, and environmentally sound manner.

Please direct any questions about this submission to Charles Merkley by phone at (407) 504-8505 or by email at [charles.merkley@fccenvironmental.com](mailto:charles.merkley@fccenvironmental.com).

Sincerely,



Dan Brazil  
Vice President of Operations  
5840 Corporate Way, Suite 250  
West Palm Beach, FL 33407  
(832) 404-2597 (T)  
(832)-442-3636 (F)  
[dan.brazil@fccenvironmental.com](mailto:dan.brazil@fccenvironmental.com)

## TAB 2. COMPLETED FORMS

### A. Contractors General Information Worksheet

**ATTACHMENT F  
CONTRACTOR'S GENERAL INFORMATION WORK SHEET  
RFP #20220061**

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at 5840 Corporate Way, Suite 250, West Palm Beach, FL 33407, this 18 day of April, 2022  
(Location)

Name of Organization/Contractor: FCC Environmental Services Florida, LLC

By: Dan Brazil - Vice President of Operations  
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? Other (Limited Liability Company - LLC)

2. Firm's name and main office address, telephone and fax numbers

Name: FCC Environmental Services Florida, LLC

Address: 5840 Corporate Way, Suite 250

West Palm Beach, FL 33407

Telephone Number: (832) 404-2597

Fax Number: (832) 442-3636

3. Contact person: Dan Brazil Email: dan.brazil@fccenvironmental.com

4. Firm's previous names (if any) N/A FCC, SA (Parent Company) has been in business for more than 120 years. FCC Environmental Services Florida, LLC has been in business for more than 3 years.

5. How many years has your organization been in business? in business for more than 3 years.

6. Total number of staff at this location: 439 Total number of staff on the Treasure Coast: 0

7. List the license(s) that qualifies your firm to construct this project: \_\_\_\_\_

FCC Environmental Services Florida, LLC is as a Corporation that is registered to  
to conduct business in the State of Florida. Copy of Sunbiz is attached below.

8. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued	Addendum Number	Date Issued
1	4/1/2022	2	4/5/2022
3	4/6/2022	4	4/11/2022
5	4/13/2022		

9. Has the Contractor or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: 0

Project Number 1

Project Name:

Project Location:

Client Name and Phone Number:

Engineer Name and Phone Number:

Date:

Reason:

Insert additional projects if needed.

10. Has the Contractor or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( ) No ( X )

If yes, please explain:

11. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

**FCC, neither any individual with more than ten percent (10%) interest in the company has any**  
Lawsuits pending or that have been completed in the past 5 years.

(N/A is not an acceptable answer - insert lines if needed)

12. List any judgments from lawsuits in the last five (5) years:  
There have not been any judgments from lawsuits against FCC Environmental Services Florida, LLC in the past 5 years.

(N/A is not an acceptable answer - insert lines if needed)

13. List any criminal violations and/or convictions of the Proposer and/or any of its principals:  
There have been no criminal violations and/or convictions of FCC Environmental Services Florida, LLC or of any of its principals.

(N/A is not an acceptable answer - insert lines if needed)

14. List subcontractors and major material suppliers for the project. Include telephone numbers. Insert additional sheets if necessary.

Crane Carrier – Truck Manufacturer (310) 280-6238

AMREP – Body Manufacturer (909) 923-0430

Wastequip – Container Manufacturer (704) 249-0529

Iron Container – Container Manufacturer (305) 726-2150

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Signature

Vice President of Operations

Title

# *State of Florida*

## *Department of State*

I certify from the records of this office that FCC ENVIRONMENTAL SERVICES FLORIDA, LLC is a limited liability company organized under the laws of the State of Florida, filed on February 25, 2019.

The document number of this limited liability company is L19000048549.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on February 22, 2022, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-second day of  
February, 2022*



*Samuel R. Bee*  
Secretary of State

Tracking Number: 2829375615CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

### Detail by Entity Name

Florida Limited Liability Company  
FCC ENVIRONMENTAL SERVICES FLORIDA, LLC

Filing Information

Document Number L19000048549  
FE/EIN Number 32-0594197  
Date Filed 02/25/2019  
State FL  
Status ACTIVE

Principal Address

5840 Corporate Way  
Suite 250  
West Palm Beach, FL 33407

Changed: 03/15/2021

Mailing Address

5840 Corporate Way  
Suite 250  
West Palm Beach, FL 33407

Changed: 03/15/2021

Registered Agent Name & Address

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

Authorized Person(s) Detail

**Name & Address**

Title MGR, CEO, President

SANZ, INIGO  
5840 Corporate Way  
Suite 250  
West Palm Beach, FL 33407

Title MGR, CFO, Secretary

CARRASCO, SANTIAGO

5840 Corporate Way  
 Suite 250  
 West Palm Beach, FL 33407

Title MGR

GORRITI, JUAN  
 5840 Corporate Way  
 Suite 250  
 West Palm Beach, FL 33407

**Annual Reports**

Report Year	Filed Date
2021	01/11/2021
2021	03/15/2021
2022	02/22/2022

**Document Images**

<a href="#">02/22/2022 - ANNUAL REPORT</a>	<a href="#">View Image in PDF format</a>
<a href="#">03/15/2021 - AMENDED ANNUAL REPORT</a>	<a href="#">View Image in PDF format</a>
<a href="#">01/11/2021 - ANNUAL REPORT</a>	<a href="#">View Image in PDF format</a>
<a href="#">05/07/2020 - ANNUAL REPORT</a>	<a href="#">View Image in PDF format</a>
<a href="#">02/25/2019 - Florida Limited Liability</a>	<a href="#">View Image in PDF format</a>

Florida Department of State - Division of Corporations



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## TAB 4. SUMMARY OF QUALIFICATIONS

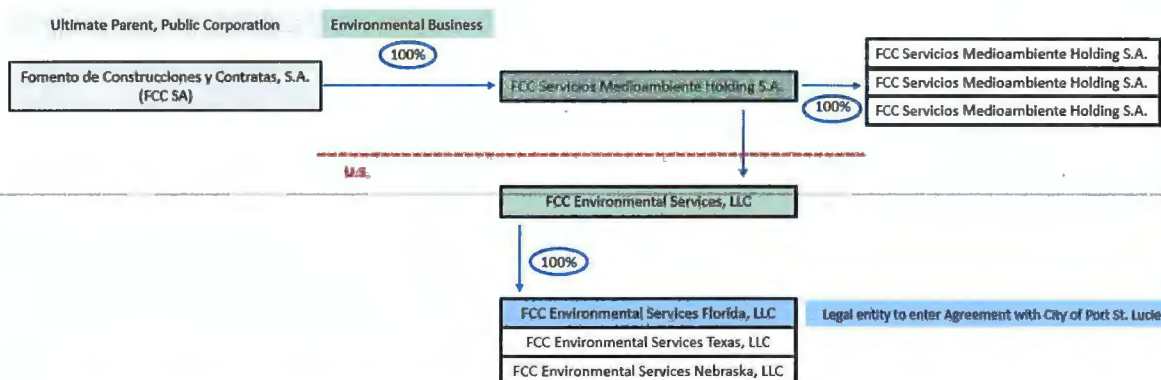
### A. Experience

**Municipal services have been FCC's core activities for 111 years** starting with its first contract for collection services for municipalities in the City of Barcelona in 1911. This contract award was a very important milestone in the Company's history, as it marked the first entry into the services field. We have been providing this service uninterruptedly in Barcelona since 1911 through successive contract awards since that time. FCC's operations consist of four business areas: Water, Construction, Cement, and Environmental Services.

FCC exceeds all the minimum qualifications required to provide services to the City of Port St. Lucie, as will be demonstrated in Tab 4 Qualifications. Additionally, FCC has **the resources and experience to successfully transition the City of Port St. Lucie**. FCC has vast experience in transitioning contracts in the State of Florida and looks forward to the opportunity to bring its services to the City.

The legal entity that will enter into the Agreement is **FCC Environmental Services Florida, LLC** (organized in Florida). FCC's ultimate Parent, Fomento de Construcciones y Contratas, S.A. (or FCC SA) will guarantee the performance; FCC SA, as the Group's Parent Company, was incorporated in Spain and is a publicly-traded corporation.

FCC Environmental Business Legal Structure



Included below is a table highlighting some of the contracts where FCC provides services to over 70,000 residents, or provides the franchised commercial collection for those municipalities:

Municipality	Contract Start	Contract End	Residential Units	Commercial Units
Orange County, FL	1/1/2016	12/31/2025	87,649	N/A
Palm Beach County, FL	10/1/2019	9/30/2026	111,523	2,991
City of Edgewood, FL	1/1/2021	12/31/2025	868	106
City of Omaha, NE	11/30/2020	12/31/2030	150,000	N/A
Village of Wellington, FL	12/31/2021	9/30/2031	24,403	670
Hillsborough County, FL	1/31/2022	9/30/2030	113,939	1,929

Experience Providing Collection and Disposal Services

FCC's goal is to deliver industry-leading environmental, waste and water, infrastructure, and renewable energy generation, including waste-to-energy, and services to citizens around the globe. Today, **FCC is one of the world's largest waste management and recycling companies with a presence in over 37 countries. FCC's more than 60,000 employees worldwide** interact with citizens daily and focus on constantly increasing sustainability.



FCC's services include the collection, treatment, and removal of solid waste, cleaning public roads, maintenance of sewage networks, maintenance of green areas, street furniture, industrial waste treatment and removal, and integrated water management. These activities have a large presence in many areas of Europe, the Americas, and Africa. FCC began its international experience at the end of the 90s' and the markets in which have grown in recent years are the United States, Latin America, and Africa.

**FCC in the world**



**The company operates in over 5,000 municipalities across the world where it improves the well-being of over 60 million citizens.** It boasts over 100+ years of experience, which is reflected in the diversity of services it provides: collection, treatment, recycling, energy recovery and disposal of solid urban waste, street cleaning, sewer network maintenance, ground maintenance and preservation of green spaces, polluted soils recovery and comprehensive management of industrial waste.

As a waste management leader, we have nearly **1.3 million containers, carts, and bins** of all sizes and more than **17,000 trucks** or special vehicles to ensure secure and efficient collection and transport of all waste for further treatment. FCC's fleet of vehicles ensures sophisticated logistics and controls on the quality of the collected waste. FCC is committed to using technological innovation in the services it provides to help improve the well-being of citizens and to make cities in which it operates more sustainable.



As a result, we have one of the most advanced fleet of vehicles in the world, equipped with the most innovative systems: around **50% of our US collection trucks run with a sustainable CNG fuel system.**

As a leader in using Electric powered Fleets, **FCC has been able to implement over 1,100 fully electric and 101 Hybrid vehicles.**



Note: 100% Electric Automated Side Load Truck (ASL) designed, developed, and implemented by FCC in 2020

The following information is a list of relevant municipal contracts FCC, or its subsidiaries are currently supporting around the world. FCC will provide any additional information of the contracts listed if requested.

FCC: Some of the more relevant Waste Collection and Recycling Services Municipal contracts						
COUNTRY	CONTRACTING MUNICIPALITY	POPULATION SERVED	CONTRACT	CONTRACT	CONTRACT PERIOD	ANNUAL REVENUES
			START DATE	END DATE		
United States	Orange County, Florida (Zone 4)	115,000	January 1, 2016	December 31, 2025	10 years	\$5,250,000
	Orange County, Florida (Zone 5)	125,000	January 1, 2016	December 31, 2025	10 years	\$5,750,000
	Polk County, Florida (West Zone)	225,000	October 1, 2017	September 30, 2024	7 years	\$9,000,000
	City of Rowlett, Texas	62,000	October 1, 2017	September 30, 2024	7 years	\$6,500,000
	Palm Beach County, Florida (Zone 3)	225,000	October 1, 2019	September 30, 2026	7 years	\$14,000,000
	Palm Beach County, Florida (Zone 4)	240,000	October 1, 2019	September 30, 2026	7 years	\$13,000,000
	Polk County, Florida (Commercial)	225,000	September 2, 2019	September 1, 2023	Up to 4 years	\$150,000
	Volusia County, Florida	135,000	April 1, 2020	September 30, 2027	7 years	\$11,000,000
	Volusia County Facilities, Florida	135,000	March 1, 2021	February 28, 2026	5 years	\$225,000
	City of Omaha (Solid Waste), Nebraska	466,000	November 30, 2020	December 31, 2030	10 years	\$24,500,000
	City of Omaha (Drop Offs), Nebraska	466,000	January 1, 2021	December 31, 2025	5 years	\$550,000
	City of Omaha (Rubbish Roll-Offs), Nebraska	466,000	April 1, 2021	March 30, 2024	3 years	\$70,000
	City of Edgewood, Florida	2,977	January 1, 2021	December 31, 2025	5 years	\$400,000
	City of Dallas, Texas Single-Stream Recycling Facility	1,100,000	January 1, 2017	December 31, 2034	18 years	\$10,000,000
	City of Houston, Texas Single-Stream Recycling	2,200,000	March 11, 2019	March 10, 2034	15 years	\$12,000,000
	City of Houston Biosolids, Texas	2,200,000	September 30, 2019	September 29, 2024	5 years	\$5,700,000
	City of Garland (TX), Biosolids and Recyclable Materials Processing and Marketing. Included	220,000	December 1, 2019	September 30, 2024	5 years	\$2,000,000
	City of Mesquite (TX), Recyclable Materials Processing and Marketing	143,500	February 28, 2022	February 27, 2027	5 years	\$500,000
	City of Huntsville (TX), Processing and Marketing Recyclable Materials	40,000	November 23, 2022	November 23, 2023	1 year	\$100,000
	Village of Wellington, Florida	65,000	December 30, 2021	September 30, 2031	10 years	\$8,000,000
Hillsborough County, Florida	265,000	January 31, 2022	September 30, 2030	8 years 8 Months	\$20,000,000	
Western Placer Waste Management Authority (CA) Landfill Operation	400,000	July 1, 2022	June 30, 2032	10 years	\$3,000,000	
Western Placer Waste Management Authority (CA) Recyclables, Organic and C&D Processing	400,000	July 1, 2022	June 30, 2032	10 years	\$27,000,000	
Spain	Madrid (Extended)	2,150,000	November 1, 2016	April 30, 2021	4 years	\$63,000,000
	Zaragoza (Extended)	701,000	June 12, 2008	June 11, 2020	12 years	\$20,727,000
	Barcelona (Extended 4 years)	638,000	March 4, 2022	March 3, 2030	8 years	\$43,900,000
	Valencia (Extended)	367,000	November 1, 2005	November 1, 2020	15 years	\$26,700,000
	Bilbao (Extended)	345,000	October 1, 2017	September 30, 2021	4 years	\$18,270,000
	Vigo (Extended)	299,000	April 1, 2001	March 31, 2020	19 years	\$29,860,000
	Hospitalet de Llobregat (Extended)	255,000	January 1, 2011	December 31, 2020	10 years	\$28,337,500
	Oviedo	220,000	February 1, 2021	January 31, 2026	5 years	\$15,525,000
	Badalona (Extended)	215,000	June 1, 2010	May 31, 2020	10 years	\$21,645,500
	Almeria	197,000	March 1, 2014	February 29, 2024	10 years	\$7,260,000
	San Sebastian (Extended)	185,000	January 3, 2011	January 2, 2020	9 years	\$5,621,000
	Castellon de la Plana	171,000	February 1, 2010	July 31, 2025	15 years	\$16,995,667
	Badajoz	150,000	October 1, 2010	September 30, 2022	12 years	\$11,500,000
	Salamanca (Extended 1 year)	145,000	August 1, 2007	November 30, 2020	12 years	\$18,810,000
Avila (Extended 1 year)	58,900	July 1, 2010	June 30, 2020	9 years	\$5,518,000	
United Kingdom	Herefordshire CC	179,300	November 2, 2009	November 1, 2023	14 years	\$6,264,720
	Telford&Wrekin U/ A (Extended)	166,000	April 2, 2001	March 31, 2019	18 years	\$2,195,886
	Wychavon D C	116,900	April 1, 2018	April 1, 2028	10 years	\$5,099,644
	Harborough	85,300	April 1, 2016	March 31, 2023	7 years	\$6,611,220
	West Devon (Extended)	53,500	April 3, 2017	April 1, 2019	2 years	\$2,731,617
Portugal	Vila Real (Extended)	51,900	March 15, 2014	March 15, 2019	5 years	\$1,540,000
Austria	City of Baden	25,000	January 1, 2018	January 1, 2023	5 years	\$385,350
	AWS Schwechat	17,000	January 1, 2018	January 1, 2023	5 years	\$159,779
Czech Republic	City of Liberec	102,000	July 1, 2010	December 31, 2025	16 years	\$4,188,800
	City České Budějovice	93,500	July 1, 2002	indefinite period	> 16 years	\$2,807,376
	City of Prostějov	44,000	January 1, 2017	December 31, 2024	8 years	\$1,945,938
Poland	City of Zabrze (extended)	173,000	April 1, 2017	March 31, 2020	3 years	\$6,079,050
Bulgaria	Sofia (extended)	190,000	May 31, 2015	May 31, 2020	5 years	\$5,506,463
	Dobritsch (extended)	91,000	January 1, 2018	December 31, 2021	4 year	\$1,615,415
Serbia	Kinkinda Municipal Association	65,500	September 1, 2007	August 31, 2031	25 years	\$2,171,400
	Lapovo Municipal Association	35,000	January 1, 2013	December 31, 2031	18 years	\$1,481,480



I. Orange County FL - Collection

Since January 2016, FCC has provided collection of solid waste and recyclables on a 10-year contract for Orange County, FL. Collection services provided to **87,649 residential households** include solid waste, recycling, yard waste, and bulky waste. We operate 31 automated side loaders, 17 rear loaders, and 2 clamshells **all running on CNG fuel**.



For this contract, **Orange County transitioned from twice per week Solid Waste, rear load, hand pick curbside collection service and once per week recycling in 18G bins to once per week Solid Waste with 95G carts and fully automated side load service and once per week recycling in 95G carts with fully automated side load service**. To help communicate the service changes to all residents, FCC distributed door hangers twice prior to the start of the contract.

**Since the start of the new collection services in Orange County, FL FCC has become the best performing service provider among the three collection companies providing service to the County.**

II. Polk County FL - Collection

Since October of 2017, FCC began providing Refuse, Recycling, Yard, and Bulk waste services to **77,585 homes** in Polk County. Service is provided with 22 automated side loaders, 13 twenty-five CY rear-loaders, 2 eight CY rear-loaders, and 2 clamshells trucks. For this contract, Polk County transitioned from recycling in 18G bins, to 65G carts serviced with automated trucks. In addition to the residential contract, in September of 2019 FCC started servicing 200 commercial dumpsters, plus open top roll-offs and compactors in the county.



FCC's Regional Director of Operations was directly involved with the start-up process and continues to be directly involved in the services provided to the residents of Polk County with the General Manager. This contract is ongoing and expected to be completed in 2024.

### III. Rowlett TX - Collection

For the City of Rowlett, TX FCC provides collection services for over 19,570 homes as well as over 615 local commercial customers consisting of frontload and roll off collection. We began this contract in October of 2017 and since then we have provided superior service and have become involved in the community by participating in all locally sponsored cleanup events as well as members of the local Chamber of Commerce. Since the beginning of the contract, **FCC has never received liquidated damages.** This contract is ongoing and expected to be completed in 2024.



### IV. Palm Beach County FL - Collection

Starting in October 2019, the Solid Waste Authority of Palm Beach County (SWA) selected FCC as one of its vendors to provide collection services. **FCC is the largest provider, servicing 111,523 single-family homes, as well as over 2,991 commercial customers consisting of frontload and roll-off collections.** The Palm Beach project has been managed by the Vice President of Operations , Regional Director of Operations, and the General Manager. This contract is ongoing and expected to be completed in 2026.



**FCC is the largest hauler providing service in the County and the only one (out of 4) that has not received any liquidated damages since the start of the contract.**

### V. Volusia County FL – Collection

Since April 2020 FCC has provided the collection of solid waste, dual stream recyclable materials and yard waste for over **45,173 single family homes** in Volusia County FL. All our trucks (20 double axle REL, 6 single axle REL, 8 split body ASL, and 2 clamshells) all running on **CNG fuel**. In conjunction with the residential curbside collections, FCC provides source separated recyclables for Volusia County facilities utilizing either 96 gal carts, mechanical front load dumpster and enclosed roll off containers.



FCC's Vice President of Operations and Regional Director of Operations were directly involved with the start-up process and continue to be directly involved in the services provided to the residents of Volusia County. The Volusia County project has been managed by the Vice President of Operations, Regional Director of Operations, and the General Manager. Services began April 1<sup>st</sup> of this year **during the COVID-19**



pandemic and due to proactive company policies and safety procedures we successfully started this contract on time with all equipment received and full staffing contributing to a seamless service transition. This contract is ongoing and expected to be completed in 2027. **FCC has never received liquidated damages.**

#### VI. [Omaha NE - Collection](#)

On November 30, 2020, FCC started a 10-year contract for the collection of solid waste, recycling material, and yard waste for the City of Omaha. **Under this contract, FCC is servicing more than 150,000 residential homes.** Additionally, FCC is operating several drop-off sites within the City. **FCC has never received liquidated damages.**



**Additionally, FCC has successfully piloted an electric collection vehicle for the City of Omaha (pictured here).**

#### VII. [Edgewood FL – Collection](#)

FCC began providing services on January 1, 2021, to the City of Edgewood, FL for the collection of solid waste, recycling material, and yard waste. **Under this contract, FCC is servicing more than 868 residential homes as well as over 106 local commercial customers.**

#### VIII. [Wellington FL – Collection](#)

FCC began providing services on December 31, 2021, to the Village of Wellington, for the collection of waste, recyclables, yard, and bulk waste. FCC provides collection services to over **24,403 residents and 670 commercial customers.**



IX. Hillsborough County FL – Collection

On June 3, 2021, FCC was awarded an 8 year and 8-month contract for the collection of one of three collection zones for residents of Hillsborough County, FL. FCC began providing services on January 31, 2022, to 113,939 residents within its zone. Additionally, **FCC is one of the three exclusive haulers allowed to provide commercial collections within Hillsborough County, currently servicing more than 1,929 customers.**



X. Houston TX – Collection

FCC has many contracts in the US, one of which is a 5-year contract with the City of Houston, TX for Municipal Waste. This contract has been renewed with a value of \$35.7 M, including 13 trucks, 40 end dump trailers, 4 vacuum tanker trailers, and roll-off boxes. FCC provides transportation and disposal of the waste generated in the water treatment plants.



XI. Dallas TX – Collection

**In the City of Dallas, TX FCC provides collection services for over 5,138 local commercial Open-Market customers** consisting of frontload and roll off collection. These customers are serviced with the following collection vehicles: 15 Front load trucks (FEL) and 33 Roll-Off Trucks (RO).

## XII. Dallas TX - Processing

FCC is currently providing service for the City of Dallas, TX for an 18-year, plus 10-year extension, contract for the design, build, and operation of a Single Stream Recycling facility. The design and build portions of the service were completed in November of 2016 and processing began on January 2nd, 2017. FCC operates the facility and processes all single-stream recyclable material from the City of Dallas and surrounding areas over the next 25 years.



**FCC's Dallas MRF was recognized as the most advanced and modern Material Recovery Facility in the United States for 2017** by recycling experts and by the City of Dallas' audit team. In addition to processing the recyclable materials for the City of Dallas, we provide services for the City of Garland, TX, Garland ISD, TX, City of Mesquite, TX, the City of Rowlett, TX and the City of Lewisville, TX, where we process all of their single stream recyclable materials. We look to add many additional customers, both municipal and commercial, in the Dallas Metroplex area in the coming year.

## XIII. Houston TX - Processing

FCC also has designed, built and currently operates its second MRF in the US in the City of Houston, TX. Out of this MRF we provide recycling services for more than 390,000 homes subscribed to the curbside collection by the City of Houston, TX. It was built in a 120,000 sq. ft. building and has been designed to process 145,000 tons of recyclables a year. With the latest technology in the industry we are able to recover the small boxes of cardboard coming from the "Amazon Effect" and is able to automatically sort the plastic backs out of the flow stream. We currently provide services to the City of Houston, TX, the City of La Porte, TX, the City of Huntsville, TX and some other local waste collection companies.

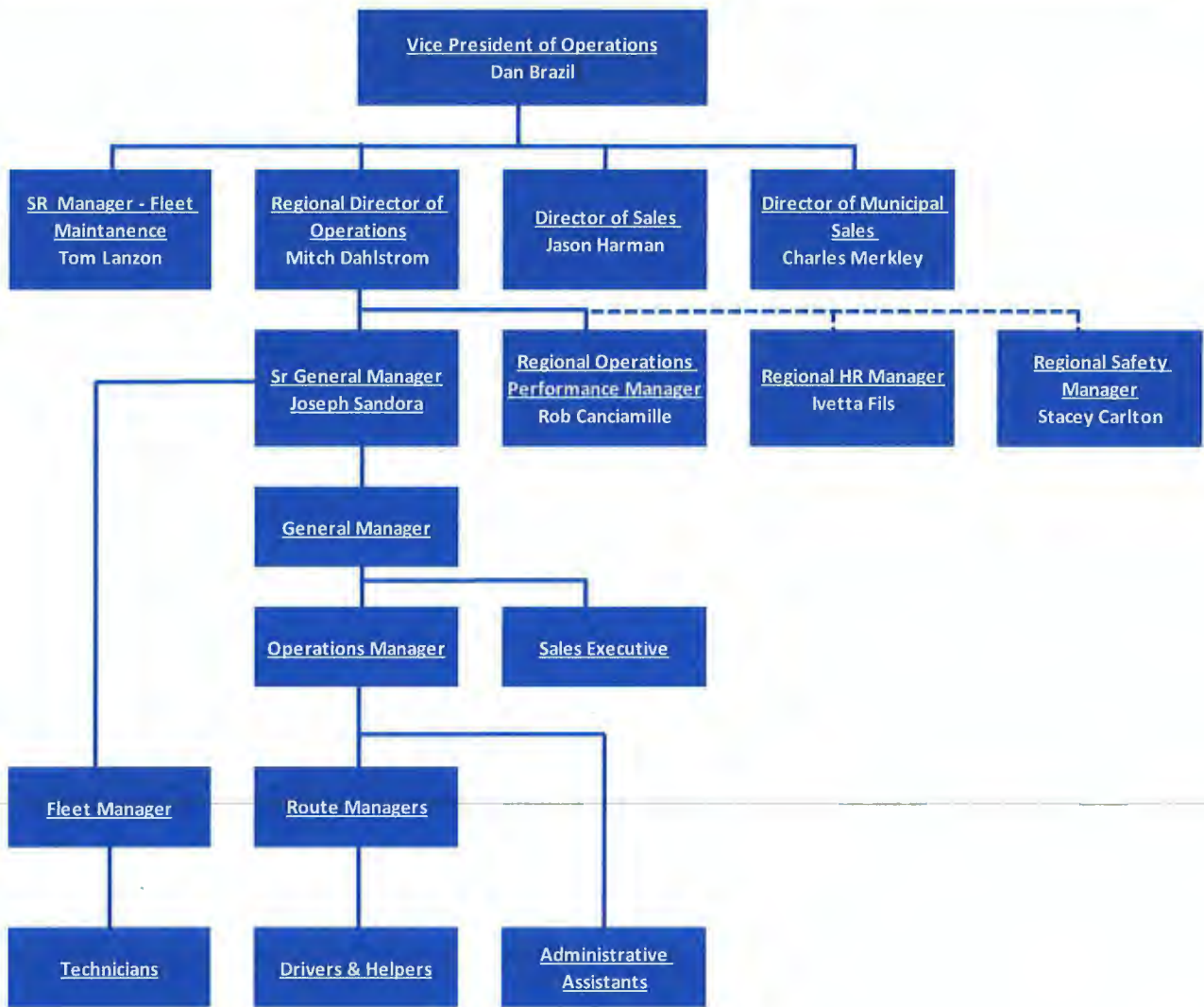


**FCC's Houston MRF was recently recognized as the most advanced and modern Material Recovery Facility in the United States for 2020** by recycling experts of the National Waste and Recycling Association.

Additionally, **both of FCC's Material Recovery Facilities received Texas' first gold-level certifications by the Glass Recycling Coalition**. This certification program recognizes MRFs that produce more marketable and higher-quality glass utilizing additional equipment and operational procedures to clean up glass in both single and dual-stream systems.

## B. Personnel Qualifications and Resumes

### ORGANIZATION CHART



### **Dan Brazil – Vice President of Operations**

**E-mail: [dan.brazil@fccenvironmental.com](mailto:dan.brazil@fccenvironmental.com)**

**Phone: 832-404-2597**

Dan has **15+ years of experience** in transportation operations and environmental services with UPS and Waste Management before joining FCC. He has vast knowledge in operations, safety, and customer focus environments driving continuous improvement through employee engagement and performance management.

### **Tom Lanzon – Sr. Manager - Fleet Maintenance**

**E-mail: [thomas.lanzon@fccenvironmental.com](mailto:thomas.lanzon@fccenvironmental.com)**

**Phone: 407-558-0229**

Tom brings over **30 years of experience** with a proven track record of successfully implementing systems, policies, procedures and managing multi-million-dollar budgets of multiple locations. As Sr. Manager - Fleet Maintenance, Tom manages the repair and maintenance of all US collection vehicles. He also analyzes the vehicle and equipment replacement schedule, maintains records per federal and state law, and oversees and retains our relationships with vendors for all equipment and services. Before joining the FCC team, Tom worked with Advanced Disposal Services, Waste Management, and Republic Services as a Fleet Manager.

### **Jason Harman – Director of Sales**

**E-mail: [jason.harman@fccenvironmental.com](mailto:jason.harman@fccenvironmental.com)**

**Phone: 832-246-2088**

Jason brings **25 years of experience** to FCC as the director of sales. Jason oversees all aspects of the FCC sales team within the United States. Jason leads, supports, and trains sales professionals to offer waste & recycling solutions to Manufacturing, Industrial, Municipalities, and Commercial prospects. Jason is a highly accomplished sales leader with proven success in implementing new products and onboarding programs.

### **Charles Merkley – Director of Municipal Sales**

**E-mail: [charles.merkley@fccenvironmental.com](mailto:charles.merkley@fccenvironmental.com)**

**Phone: 407-504-8505**

Charles brings **42 years of experience** to FCC. As Director of Municipal Sales, Charles is responsible for the strategy and delivery of FCC's municipal contract business efforts across the US, focusing on contracts which include collection, recycling processing, and MRF's as well as post collection activities.

### **Mitchell Dahlstrom – Regional Director of Operations**

**E-mail: [mitchell.dahlstrom@fccenvironmental.com](mailto:mitchell.dahlstrom@fccenvironmental.com)**

**Phone: 407-504-8001**

Mitch has **14+ years of experience** in waste and recycling collection operations. As the Regional Director of Operations, Mitch oversees all aspects of the Florida team to include HSE compliance and culture, analyzing routes, customer inquiries, equipment maintenance, and scheduling, contractual obligations, and the training and development of staff. Also, Mitch manages DOT compliance, tailgate safety team meetings, risk assessment and management, and maintaining and building relationships with our clients.

### **Joseph Sandora – Sr General Manager**

**E-mail: [joseph.sandora@fccenvironmental.com](mailto:joseph.sandora@fccenvironmental.com)**

**Phone: 561-888-3033**

Joe has **30+ years of experience** in waste and recycling collection operations. Joe will be the primary point of contact with the City for all technical and administrative matters. This role will have the authority to make significant decisions concerning the daily operations in the City of Port St. Lucie. He will have direct access to FCC's senior management for any issue beyond his authority. He will be directly responsible for the recruiting, training, safety, and compliance of all personnel servicing the City. He also manages directly labor costs, schedules, routes, and customer satisfaction.

### **Rob Canciamille – FL Area Operations Performance Manager**

**E-mail: [robert.canciamille@fccenvironmental.com](mailto:robert.canciamille@fccenvironmental.com)**

**Phone: 813-743-8064**

Rob has **8+ years of experience** in waste and recycling collection operations. As the FL Area Operations Performance Manager, Rob ensures all locations are operating within FCC's collection guidelines. He works with operational staff on improving processes and helping drive efficiencies while increasing the level of service for all contracts.

## DANIEL M. BRAZIL

### SKILLS & ABILITIES

Highly accomplished leadership professional with experience in operations, team management, safety compliance, strategic planning and tactical execution. Results-oriented, decisive leader with proven success in implementing effective process improvements and cultural change.



### PROFESSIONAL EXPERIENCE

#### VICE PRESIDENT OF OPERATIONS, FCC

Feb 2019 - Present

Overall responsibility of 8 hauling sites totaling over 300 collection routes, recycling, and post-collection operations of 2 Material Recycling Facilities, 7 direct reports and 800 indirect reports. Full P&L responsibility, and responsible to lead organic open market growth strategy for the US.

#### SENIOR DISTRICT MANAGER – WASTE MANAGEMENT, MN

Feb 2017 – Feb 2019

Responsible for 2 hauling sites totaling 100 collection routes, 2 transfer stations, and 2 centralized container/compactor repair shops including 4 direct reports and 170 indirect reports. \$56MM annual P&L responsibility in a highly competitive market. Partnered with sales to ensure customers received service while driving organic growth. SDO and MSDO Certified with focus on Container Shop Optimization.

#### OPERATIONS IMPROVEMENT MANAGER – WASTE MANAGEMENT, MN

May 2013 – Feb 2017

Managed the efficiency, service and safety of 350 routes over 29 hauling sites and 4 states. Partnered with Corporate headquarters to implement and drive sustainable enhancements through technology offerings. Initiated and developed the routing and logistics team for WI/MN area focused on routing and optimization. SDO Master Certifier focused on change management and team engagement to drive continuous improvement through improved processes and mindset coaching.

#### BUSINESS MANAGER - UNITED PARCEL SERVICE, ND

May 2012 – May 2013

Successfully grew operations by 300% through the demands of the Bakken Oilfield Boom. Reduced recordable injuries by 50% by introducing an employee driven safety committee focused on peer to peer coaching. Improved employee retention by working with Corporate Compensation to develop a bonus incentive pay structure along with cultural change items to improve workplace satisfaction.

#### ON-ROAD SUPERVISOR - UNITED PARCEL SERVICE, ND

Nov 2010 – May 2012

Improved quality of service by reducing late air service by 15%. Reduced 10 operational hours per day through performance management and route optimization. Developed lead driver trainers to provide improved quality of training for new drivers.

#### DISPATCH SUPERVISOR - UNITED PARCEL SERVICE, ND

Mar 2008 – Nov 2010

Reduced operation mileage by 10% through route optimization. Improved customer response contact time to 1 hour by training local specialist with customer focused mindset.

### EDUCATION

NORTH DAKOTA STATE UNIVERSITY – FARGO, ND – MANAGEMENT INFORMATION SYSTEMS

## THOMAS H LANZON

### SKILLS & ABILITIES

Highly accomplished manager with a proven record of successfully implementing systems, policies, procedures and acquisitions. Capable of managing small or large fleets, facility and staff, with past experience of \$1 million dollar a month budgets and multiple locations. Experience in supporting sales, finance and operations in multiple contract implementations across the State of Florida.



### PROFESSIONAL EXPERIENCE

#### SR. MANAGER – FLEET MAINTANANCE, FCC

Sep 2015 - Present

Responsible for managing multiple staff and shops located throughout the entire company. Ensures that Fleet Managers properly managed and schedule staff, budgets and part inventories and PM's.

#### FLEET MANAGER – ADVANCED DISPOSAL, FL

Feb 2009 – May 2015

Responsible for managing and scheduling staff, budgeting, parts inventory, PM's and maintenance of vehicles at multiple locations.

#### SENIOR FLEET MANAGER – WASTE MANAGEMENT, FL

Jan 2004 – Jan 2009

Responsible for managing and scheduling staff of 40 employees, which included technicians and welders, 200+ vehicles and \$1 million dollar a month budge.

#### FLEET MANAGER – REPUBLIC WASTE, FL

Dec 1999 – Jan 2004

Managed and scheduled staff of 15 employees including technicians, welders, compactor repair shop, container delivery drivers. Fleet responsibilities included 105+ vehicles, monthly budge, and all landfill and transfer station equipment.

#### FLEET MANAGER – WASTE MANAGEMENT, FL

Jul 1997– Aug 1998

Managed and scheduled staff of 32 employees which included technicians, welders, compactor repair, and delivery drivers. Responsible for budget, part inventory and maintenance of 160+ vehicles.

#### MAINTENANCE SUPERVISOR – WASTE MANAGEMENT, FL

Feb 1996 – Jun 1997

Managed and scheduled staff of 20 mechanics and fleet of 112 vehicles. Responsible for monthly budgets, parts inventory and relationships with vendors, PM's and maintenance of all equipment.

#### FLEET MANAGER – ATLANTIC WASTE MANAGEMENT, FL

Jul 1993 – Feb 1996

Managed maintenance facilities at two separate locations which included 62 vehicles and staff of 13 mechanics. Responsible for monthly budgets, parts inventory, PM's and maintenance on all equipment.

#### FLEET MANAGER – WATE MANAGEMENT, FL

Apr 1988 – Jun 1993

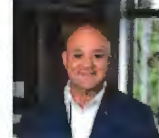
Managed a staff of 6 mechanics and 60 residential vehicles. Responsible for parts inventory, relationships with vendors, monthly maintenance budget, scheduling PM's and repairs on vehicles. Also, heavily involved with operations on any start-ups, including Orange County recycling and setup up of a new MRF.



## JASON HARMAN

### SKILLS & ABILITIES

Highly accomplished sales leader with experience in training and implementing sales strategies, with proven success in implementing new products, and onboarding programs.



### PROFESSIONAL EXPERIENCE

#### DIRECTOR OF SALES, FCC

Overall responsibility of managing all sales within the United States. Specializing in leading, supporting and training sales professionals to offer waste & recycling solutions to Manufacturing, Industrial, Municipalities and Commercial prospects. Collaborate with Operations team to ensure FCC customers are supplied with the necessary knowledge and equipment to run their business effectively as it relates to waste & recycling. Collaborating and implementing sustainability initiatives with Municipalities and Schools.

#### MARKET SALES MANAGER - MISSISSIPPI AND ALABAMA

Supervised activities of 17 Sales representatives. Ensured that team member meet or exceed sales call activity, sales pipeline growth, and new sales revenue. Effectively manage, maintain and sure the use of Waste Management Sales tools (i.e. Prospect Management, CRM-Salesforce.com, Proposal Program, Pricing Tools, etc.). Ensured Outside Sales Team was trained in the use of tools. Provided expert industry knowledge and interpretation for sales representatives and customers. Assisted in the communication and maintenance of the Market Area's pricing and service strategies. Interviewed and selected qualified candidates for open positions, and collaborated with Operations and National Account Teams.

#### REGIONAL SALES TRAINER – ENTIRE GULF COAST

Quarterbacked the design and implementation of the WM sales new hire onboarding program nationwide. Provided classroom training, certified in SFDC, negotiations, Virtual training, Challenger Sale & COMMIT to coaching. Participated in field rides, providing feedback to sales teams. Designed, implanted and oversaw the sales development solutions that supported the business strategy

#### AREA MANAGER – INDIANA & MICHIGAN

Lead a team of 19 sales professionals and drove profitable sales growth in the assigned territory. Recruited, coached, developed and trained new and existing Account Executives in a highly competitive contractual business. Managed a monthly P&L statement with the focus of increasing revenues and overall profits.

#### REGIONAL SALES TRAINER – COVERED 9 STATES

Responsible for 70 Sales Professional, 7 Sales Mangers, and 2 Directors in 3 regions. Designed and trained on Salesforce 1 app, Online Manuals to connect employees, customers to engage in business. Used technical data to empower Sales Professionals to offer insights to potential customers to gain business. On-Boarded all new sales positions in the region. Led classrooms for Aramark Sales University designed for mid to senior level managers/directors delivering sales development skills. Led the design, development, facilitation and implementation of sales programs, policies and strategies tailored to meet organizational development needs and goals.

#### DISTRICT SALES MANAGER – MISSOURI, ILLINOIS & KENTUCKY

Lead, coached, and developed sales staff of 24 persons in 8 locations across 3 states. Designed and implemented TotalControl software to empower customers to make dramatic improvements in how they bid a job and control their rental fleet. Successfully lead groups to obtain qualitative and quantitative goals while developing and executing sales strategies for geographic portfolios and accounts.

### EDUCATION

SOUTHWEST MISSOURI STATE UNIVERSITY – SPRINGFIELD, MO – BUSINESS COMMUNICATIONS

**CHARLES MERKLEY**

**SKILLS & ABILITIES**

Highly accomplished leadership professional with experience in operations, team management, safety compliance, implementing systems and acquisitions. Results-oriented, with proven success in solid waste and recycling hauling facilities.



**PROFESSIONAL EXPERIENCE**

**DIRECTOR OF MUNICIPAL SALES, FCC**

Jan 2022 - Present

Responsible for the strategy and delivery of all municipal contract business efforts in the US. Assists in the continual growth of FCC contracts including collection, recycling processing, and MRF's as well as other post collection activities such as landfills and composting operations.

**REGIONAL DIRECTOR OF OPERATIONS, FCC**

Aug 2015 – Dec 2021

Responsible for all lines of business to include FCC's curbside residential waste, recyclables, commercial, front load, and roll-off collection contracts as well as open market work within Florida.

**DIRECTOR OF OPERATIONS FOR STARTUP HAULING AND RECYCLING – TRASH TAXI, AL**

Apr 2014 – Apr 2015

Directly responsible for financial, compliance and governmental relations for the new startups in Peiham AL.

**GENERAL/DISTRICT MANAGER – ADVANCED DISPOSAL SERVICES, FL & GA**

Feb 2008 – Feb 2014

Directly responsible for financial, compliance and governmental relations for two large hauling districts located in Jacksonville, St. John's and Clay County FL; between three facilities they serviced over 100,000 residential units as well as 5,000 commercial and 2,500 industrial accounts.

**VICE PRESIDENT OF OPERATIONS – CHOICE ENVIRONMENTAL SERVICES, FL**

Mar 2007– Feb 2008

Directly responsible for financial, compliance and governmental relations for South FL solid waste hauling and recycling facilities.

**NORTH FLORIDA MARKET AREA SENIOR DISTRICT MANAGER – WASTE MANAGEMENT, FL**

Dec 1999 – Mar 2007

Directly responsible for financial, compliance and governmental relations for transfer stations and landfills in the North Florida Market.

**GENERAL MANAGER - EASTERN ENVIRONMENTAL SERVICES**

Nov 1996 – Dec 1999

**REGIONAL MANAGER – BROWNING FERRIS INDUSTRIES**

Dec 1994 – Oct 1996

**REGIONAL OPERATIONS MANAGER – ATTWOOD/IWS**

Oct 1983 – Dec 1994

**EDUCATION**

**DAYTONA BEACH COMMUNITY COLLEGE – DAYTONA, FL – BUSINESS ADMINISTRATION**

## MITCHELL DAHLSTROM

### SKILLS & ABILITIES

Highly accomplished leadership professional with excellent management, safety/environmental, and public relation skills with a commitment to human development. A talent for identifying, analyzing, and resolving both procedural and customer issues. .



### PROFESSIONAL EXPERIENCE

#### REGIONAL DIRECTOR OF OPERATIONS FOR FLORIDA, FCC 2022 - Present

Responsible for the strategy and delivery of all municipal contract business efforts in the US. Assists in the continual growth of FCC contracts including collection, recycling processing, and MRF's as well as other post collection activities such as landfills and composting operations.

#### CENTRAL FLORIDA GENERAL MANAGER, FCC 2021 - 2022

Manage all aspects of Waste and Recycling Collection Operations and provide support to all route members of the team, in all aspects of daily operations. Primary duties included:

- Manage P&L for internal and external sales, procurement, operations, transportation, safety etc.
- Establish and manage long term goals that align with FCC's Standards
- Manage 9 direct reports and over 100 Indirect Reports
- Manage all relationships with vendors to ensure overall contract compliance and client satisfaction
- Establishes, implements, and promotes a World Class Safety Culture amongst all employees
- Manages all transportation and logistics functions for collection route operations.

#### SENIOR DISTRICT MANAGER – WASTE MANAGEMENT, ND 2009 - 2021

Managed and responsible for all Waste Collection, Environmental, and Safety Operations in the State of North Dakota and NW Minnesota. Executed/Created the Strategic Business Plan for growth in the State of North Dakota, which included several Acquisitions. Created a World Class Safety Culture, which led the Wisconsin/Minnesota/Dakota Market Area. Responsible for ensuring compliance for all OSHA, DOT, and other State regulatory agencies.

This Operation set Benchmark's which consists of a \$42+ Million Dollar Business, with EBITDA over \$17.5 Million/or over 41%. Revenues have grown over 250% and EBITDA has grown over 300% since 2009

#### Accomplishments:

- Circle of Excellence Winner in 2018 and 2019 (Top 1% Performer in Waste Management)
- World Class Safety Results in 2017, 2018, 2019, and 2020 (TRIR/HARR/VARR)
- Injury Free in 2010, 2011, 2012, 2015, and 2017
- Selected and Completed the first Leadership Forum for the Market Area in 2018
- Both Districts fully Certified in Service Delivery Optimization (SDO)
- Ten straight years of Revenue Growth and Growth in EBITDA
- Selected/Trained/Developed one of most talented Managerial Teams in the Market Area

### EDUCATION

UNIVERSITY OF NORTH DAKOTA – GRAND FORKS, ND – BACHELOR OF BUSINESS – ADMINISTRATION  
IN BUSINESS MANAGEMENT

Joseph.Sandora@fccenvironmental.com

## JOSEPH SANDORA

### SKILLS & ABILITIES

A top-performing General Manager with extensive experience in team leadership, account management, and customer service. Highly skilled in overseeing daily operations, directing cross-functional teams to ensure adherence to overarching strategic and financial objectives, within a given timeline and budget. Proven ability in maintaining detailed communication with clients and executive teams to translate complex business requirements into actionable daily procedures. Recognized for effectively evaluating existing operations to identify inefficiencies and redundancies, innovating process improvements to drive continuous growth and development.



### PROFESSIONAL EXPERIENCE

#### SR GENERAL MANAGER - FCC, WEST PALM BEACH, FL

Aug 2019 - Present

Promoted to General Manager based on work performance and capabilities to continue guiding the company through the Palm Beach County Contract startup process. Tasked with overseeing the planning and implementation of all aspects of Contract startup including establishing a facility, routing, driver training, and vendor management. Communicated with HR, Safety, and Maintenance to ensure policy and procedures were being followed to company standards. Assisted in the management of cart and container deployment. Responsible for adherence to budget regarding startup costs and employee salaries. Maintain full P&L responsibility and provide commentary for monthly MOR's.

#### Key Accomplishments:

- Guided the company through the best startup in Palm Beach County History.
- Operated four months without receiving any Liquidated Damages.
- Managed four months of continued growth.
- Revenues exceeded budget since beginning of contract.

#### OPERATIONS MANAGER – FCC, WEST PALM BEACH, FL

May 2019 – Jul 2019

Assist Area Manager with startup of Palm Beach County Contract by meeting operational deadlines in order to retain Contracts and avoid Liquidated Damages. Applied my knowledge of area talent to hire a workforce consisting of 73 Drivers, 6 supervisors, 1 Maintenance Manager, 8 Mechanics, and 4 Customer Service Representatives within Contractual timelines set by the SWA. Involved in all aspects of Human Resources and Safety in order to move employees through hiring process including interviews, background investigations, DOT Physicals and Drug Screens. Worked with County staff throughout startup process including routing, cart delivery, and customer notification. Ensured supervisory team completed training on new routing.

#### Key Accomplishment:

- Entire workforce in place ahead of required contractual deadlines

#### SITE MANAGER – WCA WASTE, GAINESVILLE, FL

May 2016 – Sep 2017

Maintained a \$1.2M client account with the University of Florida, responding to all requests and inquiries pertaining to waste reduction, reuse, recycling, and composting procedures. Managed all operation of in-game day collection of MSW, Recycle, and Compost materials. Compile and present monthly activity and tonnage reports from various streams on campus and the Athletic Association, including game-day diversion of recycling and compost from MSW. Worked with IMG and UF Athletics to develop and

implement marketing strategies to promote and increase recycling within the stadium during home games.

**Key Accomplishments:**

- Improved employee retention through driving mutual goal-sharing and fostering a culture of excellence.
- Effectively stabilized the hauling company, re-energizing stagnant and lost accounts; grew the business from three roll-off routes to six roll-off routes within six months.

**ACCOUNT EXECUTIVE/SUSTAINABILITY COORDINATOR – WCA WASTE, GAINSEVILLE, FL**

May 2016 – Sep 2017

Maintained a \$1.2M client account with the University of Florida, responding to all requests and inquiries pertaining to waste reduction, reuse, recycling, and composting procedures. Managed all operation of in-game day collection of MSW, Recycle, and Compost materials. Compile and present monthly activity and tonnage reports from various streams on campus and the Athletic Association, including game-day diversion of recycling and compost from MSW. Worked with IMG and UF Athletics to develop and implement marketing strategies to promote and increase recycling within the stadium during home games.

**Key Accomplishments:**

- Ensured operational efficiency and accuracy, directing dispatch and operations to ensure containers were serviced in a timely manner.
- Appointed agency representative at monthly operations meetings with UF Physical Plant directors and Office of Sustainability.

**SITE MANAGER – WCA WASTE, TAVARES, FL**

Sep 2015 – Apr 2016

Administered the Lake County Contract including Municipal Contracts with the City of Astatula, Mascotte, and Howey-in-the-Hills, comprised of approximately 25K residential units receiving weekly automated collection for MSW, Recycle, and Manual collection of Yard Waste. Oversaw hiring, training, and safety management of employees, communicating scheduling and changes as needed. Maintain P&L Responsibility and ensured continuous budgetary adherence.

**Key Accomplishments:**

- Established, cultivated and maintained relationships with clients to facilitate improved satisfaction ratings, allowing for increased business retention driving revenue generation.
- Directed 29 drivers and one dispatcher through daily operations to ensure achievement of all strategic objectives and quotas.

**ROUTE AUDITOR – WCA WASTE, GAINESVILLE, FL**

Dec 2014 – Sep 2015

Evaluated operational needs for Orange County and Indian River County Contracts and spearheading bid preparation and contracting operations. Conducted an in-depth audit of Gainesville and Alachua County Commercial Routes to identify inefficiencies and redundancies, implementing process improvements and developing forecasts for profit margins.

**Key Accomplishments:**

- Recruited as General Manager for next major contract acquired by the WCA.

**EDUCATION**

**PALM BEACH ATLANTIC UNIVERSITY, WEST PALM BEACH, FL – BACHELOR OF SCIENCE ORGANIZATIONAL MANAGEMENT**

## ROBERT CANCIAMILLE

### SKILLS & ABILITIES

Accomplished Multifaceted Manager with a successful track record of improving the business unit's operation by eliminating cost and widening profit margin, using Excel and GIS software to better analyze operational statistics from a day-to-day level and develops SOP's that to raise productivity and enhancing FCC's safety culture.



### PROFESSIONAL EXPERIENCE

#### FL REGION OPERATIONS PERFORMANCE MANAGER - FCC, FL

Feb 2022 - Present

Responsible for evaluating performance, implementing strategies, and analyzing results, in detail, of all Florida waste collection operations from start to finish.

- Develop all collections operational metrics that drive efficiency performance goals.
- Maintains all systems that the organization currently utilizes. Vets current systems for performance enhancements and new systems for potential upgrades.
- Cross functions between Safety, IT, Fleet, and HR to establish guidelines that lead to overall process improvements.

#### LOGISTICS MANAGER – WM/ADS, FL

Jul 2018 – Jan 2022

Responsible for all reporting requirements of the Polk County Contract. Utilized GIS to map RFID data, while developing SOPs to ensure accurate and timely reporting of data. Analyzed divisions statistics and productivity to meet production goals and increase profit margins. Analyzed daily operational processes to find areas to improve and installed systems to achieve these goals at a driver and upper management level.

#### ROUTE MANAGER – ROCKFORD HAULING DIVISON, IL

Apr 2015 – Jul 2018

Managed 11 commercial and 12 residential routes for the entire division. Oversaw 8 employees for the transfer station / Material Recovery Facility. Responsible for conducting weekly safety training meetings, re-focus safety meetings and on-route I-care inspections. Managed issues with employees and unions and analyzed unit trends to assist in developing goals and processes to improve metrics.

#### MRF SUPERVISOR – ADS, IL

Dec 2014 – Apr 2015

Responsible for training employees on different sorting techniques. Trained employees on the use of forklifts, and truck loading techniques, and inspected all inventory prior to shipment from the MRF.

### EDUCATION

NORTHERN ILLINOIS UNIVERSITY – BACHELOR OF LIBERAL ARTS

## TAB 5. PROJECT APPROACH / METHODOLOGY

### A. Project Organization

FCC's approach to supporting the needs and goals of the project is outlined below:

- 1) **Dedicated equipment and up to 49 drivers/helpers depending on the collection zone.**
- 2) **FCC will focus on hiring full-time employees with benefits** minimizing the use of 3rd party temporary staffing agencies
- 3) **All Collection Vehicles will be either in New or Like New Condition**
- 4) **Use of 3rd Eye camera system** with recording capabilities to improve driver safety performance, settle issues/customer disputes, and protect both company and municipality liability concerns
- 5) **Positive Service Verification** which provides a GPS location and timestamp along with photo evidence of the collection service occurring

As identified in addendum #4, Question 31, FCC will submit route schedule and route maps after contract award. FCC has included within Tab 5 Section C (Value Added Enhancements) details on its routing system, and an estimated completion date has been provided in Tab 6 (Transition Plan).

The City of Port St. Lucie is located on the Atlantic coast of south Florida. As requested in the RFP, the City will be divided into 2 zones (East, West), with the Florida Turnpike be the dividing line between the zones. The eastern zone of Port St. Lucie consists of 33,711 single-family residential units, while the western zone of Port St. Lucie consists of 47,531 single-family residential units. Based on the service levels requested and the data that was provided during the RFP, FCC has designed their routes ensuring there are enough resources to serve the zones identified by the City.

#### a. Residential Services – East Zone

##### a.i Curbside Residential Garbage Collection Services

To properly determine the number of routes needed to service the east zone of the City of Port St. Lucie, FCC has allotted a maximum number of customers for each route or vehicle to service per day. FCC would be providing service to approximately 6,742 customers on each of the collection days (33,711 divided by 5 days between collections).

FCC has estimated a set-out rate of 100% for the once-a-week collection, to ensure enough hours of service and equipment is valued. FCC has designed the service so that it can complete routes all days within the allotted time that has been designated by the City. FCC will field a total of **seven (7) garbage collection routes operating on the 5 collection days.** These routes will be staffed with 28 CY Automated Sideload (ASL) collection truck staffed with (1) driver.



Included below is a table identifying how the service has been designed. All the tables provided include the number of homes FCC is estimating to service, as well as the number of homes each truck will drive by.

EFFICIENCY PER WORKING DAY			
2 LOADS	Truck Type	N° Units collected/daily	N° Drive-byes/daily work
	ASL trucks	975	975

MEASURING RESIDENTIAL SOLID WASTE COLLECTION SERVICE IN ORDER TO TIME								
2 LOADS	Truck Type	N° units collected/day	N° Drive-byes/daily work	N° Routes/Day (Calculation)	N° Routes/Day (Rounded)	Collected Tn/day	Loads/w.day	Tn/Load/Route
	ASL trucks	6,742	6,742	6.92	7.00	150.00	2	10.71
				<b>TOTAL</b>	<b>7.00</b>	<b>150.00</b>		

### a.ii Curbside Residential Recycling Collection Services

Using this collection schedule of 5 days per week, FCC would be providing service to approximately 6,742 customers on each of the collection days located in the east zone. To properly service this number of customers per day, FCC will have **six (6) recycling collection routes operating on the 5 collection days**. FCC has estimated a set-out rate of 95%. For this scenario, FCC will be servicing these routes using 28 CY automated side load (ASL) collection vehicles. All routes will be staffed with one (1) driver.



Included below is a table identifying how the service has been designed. All the tables provided include the number of homes FCC is estimating to service, as well as the number of homes each truck will drive by:

EFFICIENCY PER WORKING DAY			
1 LOAD	Truck Type	N° Units collected/daily	N° Drive-byes/daily work
	ASL trucks	1,071	1,127

MEASURING RESIDENTIAL RECYCLABLE MATERIALS COLLECTION SERVICE IN ORDER TO TIME								
1 LOAD	Truck Type	N° units collected/day	N° Drive-byes/daily work	N° Routes/Day (Calculation)	N° Routes/Day (Rounded)	Collected Tn/day	Loads/w.day	Tn/Load/Route
	ASL trucks	6,405	6,742	5.98	6.00	40.00	1	6.67
				<b>TOTAL</b>	<b>6.00</b>	<b>40.00</b>		

### a.iii Curbside Residential Yard Waste Collection Services

Using this collection schedule of 5 days per week, FCC would be providing service to approximately 6,742 customers on each of the collection days located in the east zone. To properly service this number of customers per day, FCC will have **four (4) yard waste collection routes operating on the 5 collection days**.





FCC has estimated a set-out rate of 20%. These routes will be staffed with four (4) 28 CY rear load collection trucks (REL) staffed with (1) driver, and one (1) helper. **In additional for large piles, FCC will deploy one (1) grapple truck, staffed with one (1) driver.**

Included below is a table identifying how the service has been designed:

EFFICIENCY PER WORKING DAY			
1 LOAD	Truck Type	N° Units collected/daily	N° Drive-byes/daily work
	REL trucks	337	1,685

MEASURING RESIDENTIAL YARD WASTE COLLECTION SERVICE IN ORDER TO TIME								
1 LOAD	Truck Type	N° units collected/day	N° Drive-byes/daily work	N° Routes/Day (Calculation)	N° Routes/Day (Rounded)	Collected Tn/day	Loads/w.day	Tn/Load/Route
	REL trucks	1,348	6,742	4.00	4.00	35.00	1	8.75
<b>TOTAL</b>					<b>4.00</b>	<b>35.00</b>		

#### [a.iv Residential Bulk Collection Services](#)

FCC will collect residential bulk with **two (2) bulk waste collection routes operating on the 5 collection days.** These routes will be staffed with 28 CY rear load collection trucks (REL) staffed with (1) driver, and one (1) helper.

#### [a.v Help Route](#)

**In addition to the base level of service that FCC is proposing, FCC will implement a help route, which will operate daily to provide ancillary services for the City.** This route will be using a 28 CY rearload collection truck (REL), staffed with one (1) driver and one (1) helper.

#### [a.vi Cart Maintenance](#)

**FCC will staff one cart maintenance route to deliver, repair, and replace any cart requests received from the City and Residents within the east zone.** This route will be using a pickup truck and trailer, staffed with one (1) driver.



**b. Residential Services – West Zone**

**b.i Curbside Residential Garbage Collection Services**

To properly determine the number of routes needed to service the west zone of the City of Port St. Lucie, FCC has allotted a maximum number of customers for each route or vehicle to service per day. FCC would be providing service to approximately 9,506 customers on each of the collection days (47,531 divided by 5 days between collections).

FCC has estimated a set-out rate of 100% for the once-a-week collection, to ensure enough hours of service and equipment is valued. FCC has designed the service so that it can complete routes all days within the allotted time that has been designated by the City. FCC will field a total of **ten (10) garbage collection routes operating on the 5 collection days**. These routes will be staffed with 28 CY Automated Sideload (ASL) collection truck staffed with (1) driver.

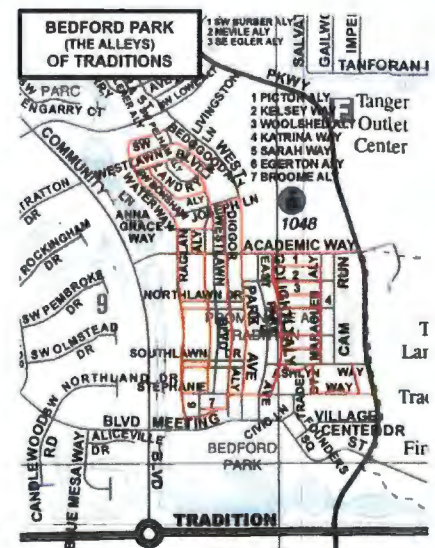


Included below is a table identifying how the service has been designed. All the tables provided include the number of homes FCC is estimating to service, as well as the number of homes each truck will drive by.

EFFICIENCY PER WORKING DAY			
2 LOADS	Truck Type	N° Units collected/daily	N° Drive-byes/daily work
	ASL trucks	975	975

MEASURING RESIDENTIAL SOLID WASTE COLLECTION SERVICE IN ORDER TO TIME								
2 LOADS	Truck Type	N° units collected/day	N° Drive-byes/daily work	N° Routes/Day (Calculation)	N° Routes/Day (Rounded)	Collected Tn/day	Loads/w.day	Tn/Load/Route
	ASL trucks	9,506	9,506	9.75	10.00	208.00	2	10.40
<b>TOTAL</b>					<b>10.00</b>	<b>208.00</b>		

In addition to these routes and services, FCC will operate **one (1) Small Rearload (SREL) collection truck**, to provide collection services in Bedford Park of Traditions. As was identified in Addendum 4, this area of the City has alleyway collections, which will require a smaller truck to properly service the residents. This truck will collect separately garbage, recycling and yard waste.



### b.ii Curbside Residential Recycling Collection Services

Using this collection schedule of 5 days per week, FCC would be providing service to approximately 9,506 customers on each of the collection days. To properly service this number of customers per day, FCC will have **nine (9) recycling collection routes operating on the 5 collection days**. FCC has estimated a set-out rate of 95%. For this scenario, FCC will be servicing these routes using 28 CY automated side load (ASL) collection vehicles. All routes will be staffed with one (1) driver.



Included below is a table identifying how the service has been designed. All the tables provided include the number of homes FCC is estimating to service, as well as the number of homes each truck will drive by:

EFFICIENCY PER WORKING DAY								
1 LOAD	Truck Type	N° Units collected/daily	N° Drive-byes/daily work					
		ASL trucks	1,071	1,127				

MEASURING RESIDENTIAL RECYCLABLE MATERIALS COLLECTION SERVICE IN ORDER TO TIME								
1 LOAD	Truck Type	N° units collected/day	N° Drive-byes/daily work	N° Routes/Day (Calculation)	N° Routes/Day (Rounded)	Collected Tn/day	Loads/w.day	Tn/Load/Route
		ASL trucks	9,031	9,506	8.44	9.00	51.00	1
				<b>TOTAL</b>	<b>9.00</b>	<b>51.00</b>		

### b.iii Curbside Residential Yard Waste Collection Services

Using this collection schedule of 5 days per week, FCC would be providing service to approximately 9,506 customers on each of the collection days. To properly service this number of customers per day, FCC will have **six (6) yard waste collection routes operating on the 5 collection days**. FCC has estimated a set-out rate of 20%. These routes will be staffed with six (6) 28 CY rear load collection trucks (REL) staffed with (1) driver, and one (1) helper. **In additional for large piles, FCC will deploy one (1) grapple truck, staffed with one (1) driver.**



Included below is a table identifying how the service has been designed:

EFFICIENCY PER WORKING DAY								
1 LOAD	Truck Type	N° Units collected/daily	N° Drive-byes/daily work					
		REL trucks	337	1,685				

MEASURING RESIDENTIAL YARD WASTE COLLECTION SERVICE IN ORDER TO TIME								
1 LOAD	Truck Type	N° units collected/day	N° Drive-byes/daily work	N° Routes/Day (Calculation)	N° Routes/Day (Rounded)	Collected Tn/day	Loads/w.day	Tn/Load/Route
		REL trucks	1,901	9,506	5.64	6.00	45.00	1
				<b>TOTAL</b>	<b>6.00</b>	<b>45.00</b>		

**b.iv Residential Bulk Collection Services**

FCC will collect residential bulk with **two (2) bulk waste collection routes operating on the 5 collection days.** These routes will be staffed with 28 CY rear load collection trucks (REL) staffed with (1) driver, and one (1) helper.

**b.v Help Route**

**In addition to the base level of service that FCC is proposing, FCC will implement a help route, which will operate daily to provide ancillary services for the City.** This route will be using a 28 CY rearload collection truck (REL), staffed with one (1) driver and one (1) helper.

**b.vi Cart Maintenance – East zone & West zone**

**For each zone, FCC will staff one cart maintenance route to deliver, repair, and replace any cart requests received from the City and Residents within the City.** This route will be using a pickup truck and trailer, staffed with one (1) driver.



**c. Commercial & Multifamily Dwelling Solid Waste and Recycling Collection Services – East Zone**

Commercial & Multi-Family collections would be provided to commercial businesses Monday through Saturday. Using the commercial frequencies provided by the City in the RFP, FCC would be providing service to approximately 640-660 front load commercial customers Monday through Saturday located in the east zone of the City. For this service, **FCC would service commercial customers using between two (2) and three (3) 40yd front load collection (FEL) trucks Monday through Friday and one (1) 40yd front load collection (FEL) trucks Saturday.**

EFFICIENCY PER WORKING DAY			
2 LOADS	Truck Type	Time/ Unit	N° Unit/daily work
	Front loader trucks	260.00 sec	97

MEASURING COMMERCIAL DUMPSTERS COLLECTION SERVICE IN ORDER TO TIME							
2 LOADS	Truck Type	N° units collected/day	N° Routes/Day (Calculation)	N° Routes/Day (Rounded)	Collected Tn/day	Loads/w.day	Tn/Load/Route
	FEL Truck - M-F	226	2.33	2.40	50.00	2	10.42
	FEL Truck - Saturday	90	0.93	1.00	15.00	2	7.50
			<b>TOTAL</b>	<b>3.40</b>	<b>65.00</b>		

In addition to the mechanical front load collection services, FCC will provide Roll-Off collection services. Using the commercial roll-off frequencies provided by the City **FCC would service Roll-off customers with one (1) roll off collection trucks Monday through Saturday, all staffed with one (1) driver.**

**d. Commercial & Multifamily Dwelling Solid Waste and Recycling Collection Services – West zone**

Commercial & Multi-Family collections would be provided to commercial businesses Monday through Saturday. Using the commercial frequencies provided by the City in the RFP, FCC would be providing service to approximately 575-600 front load commercial customers Monday through Saturday located in the west zone of the City. For this service, **FCC would service commercial customers using between two (2) and three (3) 40yd front load collection (FEL) trucks Monday through Friday and one (1) 40yd front load collection (FEL) trucks Saturday.**

EFFICIENCY PER WORKING DAY			
2 LOADS	Truck Type	Time/ Unit	N° Unit/daily work
	Front loader trucks	260.00 sec	97

MEASURING COMMERCIAL DUMPSTERS COLLECTION SERVICE IN ORDER TO TIME							
2 LOADS	Truck Type	N° units collected/day	N° Routes/Day (Calculation)	N° Routes/Day (Rounded)	Collected Tn/day	Loads/ w.day	Tn/Load/ Route
	FEL Truck - M-F	230	2.37	2.40	58.00	3	8.06
	FEL Truck - Saturday	90	0.93	1.00	15.00	2	7.50
	<b>TOTAL</b>			<b>3.40</b>	<b>73.00</b>		

In addition to the mechanical front load collection services, FCC will provide Roll-Off collection services. Using the commercial roll-off frequencies provided by the City, **FCC would service Roll-off customers with one (1) roll off collection trucks Monday through Saturday, all staffed with one (1) driver.**

**e. City-Owned Facilities – East zone & West zone**

FCC will provide collection services to all City-owned properties without charge. FCC will provide collection of the facilities located in the awarded zone using the proposed commercial front load trucks operating on the Monday through Saturday schedule. FCC will provide for City-Owned facilities once a week garbage and rubbish collection, once per week recyclable material collections.

**f. Commercial Recycling Program**

Within the State of Florida, Commercial recycling collection services cannot be franchised. As a leader in viewing waste as a resource, FCC believes that commercial recycling collection services should receive a high level of priority. For this service, FCC plans to use its account executive to work with local businesses to promote and increase commercial recycling rates. As FCC begins to educate customers and transition them into recycling collection services, additional frontload routes will be added to service these customers. Additionally, FCC performs composition studies to ensure that proper materials are being recycling or can be recycled, benefiting the customer as well as FCC.

**g. Multi-dwelling Solid Waste & Recycling**

Multi-dwelling solid waste & recycling customers which set out with a cart will continue to be serviced by the residential routes identified above. Any customers with a containerized system, will continue to be serviced with the commercial frontload routes that operate on the 6-day schedule. Multi-dwelling units with multiple collection days will continue to be serviced on those days.

Any multi-dwelling unit that wishes to transition from a carted to containerized service or vice versa, will be able to. FCC will work with the City to ensure that these customers are transitioned to frontload containers or carts, and that any billing information is properly updated to reflect the change in service.

**h. Hazardous Waste Education & Communication**

Hazardous waste found on the curb, will be tagged by FCC’s drivers. These notification tags will provide the residents with a reason why the material was not collected, as well as the required information to determine how to dispose of these materials. These educational tools are vital to properly educate residents on what can be disposed of at the curb.

FCC will communicate with the City on any hazardous tags that were distributed daily, to ensure the City can provide the citizen with the needed resources to dispose of hazardous materials. Any hazardous waste that is found around the City will be captured using FCC’s 3rdEye camera system and recorded for the City to inspect. As a true community partner, FCC believes in using its existing resources and equipment to provide notifications to the City on issues that need to be addressed.

**NOTICE: ITEMS OUT FOR COLLECTION  
NEED ATTENTION**  
*It is very important to us that you receive good service  
The tagged item(s) do not meet the requirements for collection*

- Garbage/Yard Waste**
- Excessive household waste
  - Additional containers exceed the 32 gallon limit
  - Scattered garbage or litter not containerized
  - Exceeding weight limit (60 lbs)
  - Incorrect placement of container
  - Excessive yard waste (4 cubic yard weekly limit collected)
  - Yard waste (grass clippings, acorns, pine straw, etc) not containerized
  - Yard waste mixed with junk or garbage.
  - Yard waste is taken to a suitable site and must be kept separate for collection.
  - Limbs over 4 ft in length or more than 60 lbs.
  - Excessive bulk waste (Only 4 items per week limit)
  - Large bulk items/piles need special attention
  - Hazardous waste mixed in with garbage
  - Construction debris, dirt, sand, rocks, concrete, lumber or roofing
  - Improper containers or receptacles used
  - Unacceptable materials
  - Other \_\_\_\_\_
- RECYCLING**
- Materials not separated properly
  - Recycling containers are contaminated
  - Material not recyclable
  - Cardboard larger than 2' x 2'
  - Improper container
  - Other \_\_\_\_\_

**i. Tires**

As requested in the pricing form, FCC will collect four (4) Tires per year from Residential Curbside Customers. The tires designated for pickup must have the rims removed before retrieval takes place.

**j. Convenience Center Operation**

FCC will operate the City’s Convenience Drop Off Center, seven (7) days per week from 7:30 AM until 6:30 PM. FCC has included the transportation and disposal of 50,000 cubic yards of bulky waste and 15,000 cubic yards of vegetative debris on an annual basis.

**k. Litter Crews**

FCC will provide a litter crew consisting of two employees. The crew will be equipped with a two (2) disposal compartments on an UTV vehicle or cart of a similar size and functionality for solid waste and recycling materials. Additionally, FCC will assign a supervisory-level employee to serve on the Keep Port St. Lucie Beautiful Committee to help advance litter control and recycling throughout the City.

## B. Staffing

People are the core of our business and services. FCC has been successful in all of its's new contracts due to the quality of employees it hires, and the training it provides for employees to continue to grow professionally. **FCC has carefully researched both zones in the City of Port St. Lucie and determined the number of resources and staff needed for each of the zones in the City.**

FCC has been successful thanks to the staffing levels and personnel plans it has put into place. In the City of Port St. Lucie, **FCC will hire full-time employees with benefits, minimizing and, if possible, eliminating the use of 3rd party staffing agencies for temporary helpers.**

### Staffing Plan

FCC is aware that in addition to hiring, training, and providing employees with the necessary tools, the correct number of employees must be hired to properly service the City of Port St. Lucie. That is why FCC is proposing the right amount of personnel needed to ensure that the City can receive the best level of service.

**Depending on the zone, FCC will have up to 64 full time employees providing services within services within the City of Port St. Lucie.** Included below is the staffing table identifying the number and types of personnel:

STAFFING SUMMARY		
TYPE	PERSONNEL COUNT EAST ZONE	PERSONNEL COUNT WEST ZONE
General Manager	1	1
Fleet Maintenance Manager	1	1
Operations Manager	1	1
Route Manager	3	3
Mechanics	4	4
Rearload Collection Drivers	8	11
Automated Sideload Collection Drivers	13	19
Lead / Swing Drivers	3	3
Frontload Collection Drivers	3	3
Roll-Off Drivers	1	1
Container Maintenance Driver	2	2
Helpers	7	10
Sales Account Executive	1	1
Customer Service Representative	4	4
<b>TOTAL</b>	<b>52</b>	<b>64</b>

## C. Equipment

**All the FCC proposed vehicles will be new, or in a new-like condition.** FCC has very good partnerships with all truck and body manufacturers and has communicated with well-known US chassis manufacturers (Mack, Peterbilt, Crane Carrier and Freightliner) and body manufacturers (Heil, McNeilus, and AMREP). FCC will have the needed collection vehicles ready to deliver at the execution of this contract with the City of Port St. Lucie. In the case FCC cannot have the new equipment ready for the September start date, Rental Trucks have been secured to begin providing services within the City of Port St. Lucie.

**All collection vehicles will be equipped with 3rd Eye 360-degree Camera System providing GPS and residential curbside vehicles will come with Positive Service Verification (PSV).**

EQUIPMENT SUMMARY - EAST ZONE							
EQUIPMENT TYPE	SERVICE	FRONTLINE EQUIPMENT	SPARE EQUIPMENT	FUEL	CHASSIS MAKE	BODY MAKE	BODY MODEL
Automated Sideload Truck	Residential Garbage & Residential Recycling Program	13	2	Diesel	Crane Carrier (Or Similar)	AMREP (Or Similar)	ASL
Rearload Truck	Residential Yard Waste & Bulk Collections	6	1	Diesel	Crane Carrier (Or Similar)	AMREP (Or Similar)	REL
Rearload Truck	Help Route & Ancillary Services	1		Diesel	Crane Carrier (Or Similar)	AMREP (Or Similar)	REL
Frontload Truck	Commercial & Multi-Family	3	1	Diesel	Autocar (Or Similar)	McNeilus (Or Similar)	Atlantic
Roll-off Truck	Commercial & Multi-Family	1	1	Diesel	Freighliner (Or Similar)	N/A	N/A
Grapple Truck	Yard Waste	1	1	Diesel	Peterbuilt (Or Similar)	Peterson (or Similar)	
Pick up for Route Manager	Supervision	4		Gasoline	Ford F-150		
Dumpsters Delivery Truck	Commercial & Multi-Family	1		Diesel	Peterbuilt (Or Similar)	Peterson (or Similar)	CP-3
Technician Truck	Maintenance	1		Gasoline	Ford F-550		
Pick up with trailer	Container Maintenance	1		Gasoline	Ford F-150		

EQUIPMENT SUMMARY - WEST ZONE							
EQUIPMENT TYPE	SERVICE	FRONTLINE EQUIPMENT	SPARE EQUIPMENT	FUEL	CHASSIS	BODY	BODY MODEL
Automated Sideload Truck	Residential Garbage & Residential Recycling Program	19	3	Diesel	Crane Carrier (Or Similar)	AMREP (Or Similar)	ASL
Rearload Truck	Residential Yard Waste & Bulk Collections	8	2	Diesel	Crane Carrier (Or Similar)	AMREP (Or Similar)	REL
Rearload Truck	Help Route & Ancillary Services	1		Diesel	Crane Carrier (Or Similar)	AMREP (Or Similar)	REL
Small Rearload Truck	Alley Collections	1	1	Diesel	Hino (Or Similar)	Heil (Or Similar)	SREL
Frontload Truck	Commercial & Multi-Family	3	1	Diesel	Autocar (Or Similar)	McNeilus (Or Similar)	Atlantic
Roll-off Truck	Commercial & Multi-Family	1	1	Diesel	Freighliner (Or Similar)	N/A	N/A
Grapple Truck	Yard Waste	1	1	Diesel	Peterbuilt (Or Similar)	Peterson (or Similar)	
Pick up for Route Manager	Supervision	4		Gasoline	Ford F-150		
Dumpsters Delivery Truck	Commercial & Multi-Family	1		Diesel	Peterbuilt (Or Similar)	Peterson (or Similar)	CP-3
Technician Truck	Maintenance	1		Gasoline	Ford F-550		
Pick up with trailer	Container Maintenance	1		Gasoline	Ford F-150		



### FCC's Maintenance Program

FCC understands that the safety, cleanliness, and overall image of the City and its residents are impacted by the condition and performance of our fleet. Furthermore, we understand that properly maintaining our fleet helps ensure that we are able to maintain a continuous and uniform level of collection services that protects the health, safety and welfare of the community.

Our Maintenance Program (MP) establishes a standard to minimize vehicle failures by monitoring the current condition of the equipment and correcting defects before they develop into safety concerns or costly repairs. The program establishes a systematic procedure to inspect, lubricate, and maintain all vehicles owned and/or operated by FCC. These procedures reduce breakdowns and accidents within our fleet, and provide us with trouble-free, safe and efficient operations. Our objective is to provide residents with the safest, cleanest, and most reliable vehicles in operation. The program is consistent with the standards and procedures recommended by the Technical Maintenance Council (TMC) of the American Trucking Association.

This program applies to all of FCC's collection vehicles. It encompasses the mandatory Department of Transportation (DOT) inspection criteria. Any vehicle that does not meet these minimum standards will not be operated until those defects have been properly corrected. We perform quality control audits and self-inspections for compliance of our maintenance programs, enabling us to identify areas of improvement and correct deficiencies.


FCC believes that proper vehicle maintenance and inspections are necessary to maintain the collection vehicles in a safe and operational function. Proper maintenance and inspections is not only beneficial to FCC, it is as well for the communities and Cities that it services. To accomplish this, FCC has set up procedures and schedules to ensure all of its collection vehicles receive the proper maintenance and repairs.

Prior to starting their day, and at the end of their collection day, all FCC drivers perform a stringent Pre-Trip/Post-trip inspection on their vehicles. To ensure the collection vehicles maintain a certain level, Drivers check the following:

- Tires, Wheels and Rims
- Engine, Oil, Fuel and Coolant
- Service Bakes and all connections
- Parking (hand) brakes
- Steering Mechanisms
- Horns
- Instruments and Gauges
- Lights and Reflectors
- Emergency Equipment
- Windshield Wipers
- Rear Vision Mirrors

- Coupling Devices
- License Plate and Registration and;
- Vehicle Damage

In addition to the items that are inspected at the beginning or end of the day, drivers fill out any additional repair items that are needed to be addressed before the next collection day. A Sample of this Daily Driver's Inspection & Vehicle Inspection Report is included below:



### DAILY DRIVER'S INSPECTION & VEHICLE INSPECTION REPORT

DATE: \_\_\_\_\_

VEHICLE NUMBER: \_\_\_\_\_ DRIVER NAME (PRINT IN BLOCK LETTERS): \_\_\_\_\_

Ending Hour Meter (No Tenths): \_\_\_\_\_ Ending Odometer (No Tenths): \_\_\_\_\_

TRUCK EMPTY:  Yes  No CAB CLEAN:  Yes  No CLEAN BEHIND BLADE:  Yes  No

PRE-TRIP INSPECTION DOT 395.13A	POST-TRIP INSPECTION DOT 395.11
<input type="checkbox"/> Tires, Wheels, and Rims <input type="checkbox"/> Engine, Oil, Fuel, and Coolant <input type="checkbox"/> Service Brakes and all Connections <input type="checkbox"/> Parking (Hand) Brake(s) <input type="checkbox"/> Steering Mechanism(s) <input type="checkbox"/> Horn(s) <input type="checkbox"/> Instruments and Gauges <input type="checkbox"/> Lights and Reflectors <input type="checkbox"/> Emergency Equipment <input type="checkbox"/> Windshield Wipers <input type="checkbox"/> Rear Vision Mirrors <input type="checkbox"/> Coupling Devices <input type="checkbox"/> License Plate(s) and Registration <input type="checkbox"/> Vehicle Damage <small>I have performed the above inspections and found each item in proper working order or I have noted defects below.</small>	<input type="checkbox"/> Tires, Wheels, and Rims <input type="checkbox"/> Engine, Oil, Fuel, and Coolant <input type="checkbox"/> Service Brakes and all Connections <input type="checkbox"/> Parking (Hand) Brake(s) <input type="checkbox"/> Steering Mechanism(s) <input type="checkbox"/> Horn(s) <input type="checkbox"/> Instruments and Gauges <input type="checkbox"/> Lights and Reflectors <input type="checkbox"/> Emergency Equipment <input type="checkbox"/> Windshield Wipers <input type="checkbox"/> Rear Vision Mirrors <input type="checkbox"/> Coupling Devices <input type="checkbox"/> License Plate(s) and Registration <input type="checkbox"/> Vehicle Damage <small>I have performed the above inspection and found each item in proper working order or I have noted defects below.</small>

Driver's Signature \_\_\_\_\_ Date \_\_\_\_\_

Driver's Signature \_\_\_\_\_ Date \_\_\_\_\_

#### VEHICLE CONDITION REPORT

CHECK ALL DEFECTS  CHECK IF NO DEFECTS NOTED

<b>ENGINE</b> <input type="checkbox"/> Coolant Leaks <input type="checkbox"/> Fuel Leaks <input type="checkbox"/> Oil Leaks <input type="checkbox"/> Missons <input type="checkbox"/> Overheats <input type="checkbox"/> Noises <input type="checkbox"/> Smoking <input type="checkbox"/> Low Oil Pressure <b>BRAKES</b> <input type="checkbox"/> Service Brakes <input type="checkbox"/> Parking Brakes <input type="checkbox"/> Air/Hydraulic Leaks <input type="checkbox"/> Pulls to Left/Right <input type="checkbox"/> Brake Inspection Needed <input type="checkbox"/> Loose <input type="checkbox"/> Shimmy <input type="checkbox"/> Steers Hard <input type="checkbox"/> Pulls to Left/Right <b>INSTRUMENTS AND GAUGES</b> <input type="checkbox"/> Air Pressure Gauge/Alarm <input type="checkbox"/> Amp Meter/Volt Gauge <input type="checkbox"/> Temperature Gauge <input type="checkbox"/> Windshield Wipers <input type="checkbox"/> Speedometer <input type="checkbox"/> Tachometer <input type="checkbox"/> Windshield Wipers/Washer <input type="checkbox"/> Horn(s) <input type="checkbox"/> Back Up Alarm	<b>LIGHTS</b> <input type="checkbox"/> Headlights <input type="checkbox"/> Stop and Tail Lights <input type="checkbox"/> Turn Signals <input type="checkbox"/> Marker Lights <input type="checkbox"/> Reflectors <input type="checkbox"/> Dash Lights <input type="checkbox"/> Blade Lights <input type="checkbox"/> Strobe Lights <b>CAB/CHASSIS</b> <input type="checkbox"/> Radio Antenna <input type="checkbox"/> Battery Box/Cover <input type="checkbox"/> Door <input type="checkbox"/> Seat Belts <input type="checkbox"/> Mirrors and Cab Glass <input type="checkbox"/> Triangle Reflectors <input type="checkbox"/> Fire Extinguisher <input type="checkbox"/> Coupling Device(s) <input type="checkbox"/> License Plate(s) <input type="checkbox"/> Registration <input type="checkbox"/> Accident Kit <b>SPRINGS</b> <input type="checkbox"/> Broken <input type="checkbox"/> Loose U-Bolts <b>CLUTCH</b> <input type="checkbox"/> Noisy <input type="checkbox"/> Slipping <input type="checkbox"/> Adjust Clutch <b>REAR AXLE</b> <input type="checkbox"/> Noisy	<input type="checkbox"/> Grease Leaks <b>DRIVE LINE</b> <input type="checkbox"/> Foreign Material <input type="checkbox"/> Noisy <input type="checkbox"/> Vibrations <b>TRANSMISSION</b> <input type="checkbox"/> Noisy <input type="checkbox"/> Jumps Out of Gear <input type="checkbox"/> Hard Shifting <input type="checkbox"/> Grease Leaks <b>ELECTRICAL</b> <input type="checkbox"/> Will Not Start <input type="checkbox"/> Will Not Charge <input type="checkbox"/> Will Not Shut Down <input type="checkbox"/> Battery Cut Off Switch <b>BODY</b> <input type="checkbox"/> Hydraulic Leaks <input type="checkbox"/> Left Side <input type="checkbox"/> Right Side <input type="checkbox"/> Front <input type="checkbox"/> Rear <input type="checkbox"/> Top Door <input type="checkbox"/> Rear Door <input type="checkbox"/> Left Side
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**FLUIDS:**

FUEL (In House): \_\_\_\_\_ GALS

FUEL (Off Site): \_\_\_\_\_ GALS

ENGINE OIL: \_\_\_\_\_ QTS

ANTI-FREEZE: \_\_\_\_\_ GALS

DEF FLUID: \_\_\_\_\_ GALS

**OUT-OF-STATE TRAVEL**

STATE \_\_\_\_\_ MILES \_\_\_\_\_

STATE \_\_\_\_\_ MILES \_\_\_\_\_

DOT ROADSIDE INSPECTION PERFORMED

**TIRES, WHEELS, & RIMS**

Flat

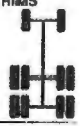
Low Air Pressure

Marginal Tread

Loose Lug Nuts

Cracks, Cuts, or Damage

Grease Leaks



WRITE SPECIAL INSTRUCTIONS HERE:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**DRIVER/MECHANIC CONSULTATION (Optional)**

MECHANIC'S NAME \_\_\_\_\_

CORRECTIVE ACTION / REPAIRS MADE AS PER DOT 395.11(f)

I CERTIFY THAT:  ITEMS NOTED DO NOT EFFECT THE SAFE OPERATION OF THIS VEHICLE

REPAIRS OF THE NOTED DEFECTS HAVE BEEN CORRECTED

MECHANIC'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

VEHICLE REPAIR ORDER NUMBER: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

DRIVER'S REVIEW SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

WHITE - TRUCK RLE      YELLOW - DRIVER

Preventative maintenance is a key tool that FCC uses to ensure all its collection vehicles are safe to operate. Using industry stands, FCC has determined the intervals in which it performs all its preventative maintenance on vehicles. To track these items, FCC uses an Enterprise Waste Information System to track all preventative maintenance that is required. All maintenance is performed by FCC mechanics to ensure all repairs meet FCC stringent standards.

Asset Type	Asset ID	Asset Name	PM Schedule	Vehicle	RO Descr...	Vehicle Type	Due Date	Days Left Until Due	Days Left Until Next Due	Original Int. Used Next Due
0	0	02-8 PM - 450 Oil Change	10002-ASL, 10002	10002-ASL, 10002	Side Load	10/20/2020	353/855 (95%)	0/1350 (-174%)	0/1350 (-15%)	0/1350 (-174%)
0	0	03-C PM	10002-ASL, 10002	10002-ASL, 10002	Side Load			0/600 (-34%)	0/600 (-34%)	0/600 (-34%)
0	0	04-D PM	10002-ASL, 10002	10002-ASL, 10002	Side Load			0/2000 (0%)	0/2000 (0%)	0/2000 (0%)
0	0	05-CHG Filter	10002-ASL, 10002	10002-ASL, 10002	Side Load			0/2000 (-6%)	0/2000 (-6%)	0/2000 (-6%)
1	8/11/2020	06-Hydraulic Filters	10002-ASL, 10002	10002-ASL, 10002	Side Load					
0	0	08-Valve Adjustment	10002-ASL, 10002	10002-ASL, 10002	Side Load					
0	0	09-Transmission Filter	10002-ASL, 10002	10002-ASL, 10002	Side Load					
0	0	10-Hydraulic Oil	10002-ASL, 10002	10002-ASL, 10002	Side Load					
0	0	11-Transmission Oil	10002-ASL, 10002	10002-ASL, 10002	Side Load					
0	0	12-Coolant	10002-ASL, 10002	10002-ASL, 10002	Side Load					
0	0	13-Differential Oil	10002-ASL, 10002	10002-ASL, 10002	Side Load					
0	0	14-Arm Inspection - ASL	10002-ASL, 10002	10002-ASL, 10002	Side Load					
0	0	15-Spark Plugs - CHG	10002-ASL, 10002	10002-ASL, 10002	Side Load					
0	0	15-CHG Tank Inspection	10003-ASL, 10003	10003-ASL, 10003	Side Load	1/27/2021		0/600 (-130%)	0/1500 (0%)	0/600 (-130%)
0	0	01-A PM	10003-ASL, 10003	10003-ASL, 10003	Side Load			0/150 (5%)	0/150 (5%)	0/150 (5%)
0	0	02-8 PM - 450 Oil Change	10003-ASL, 10003	10003-ASL, 10003	Side Load			0/450 (1%)	0/450 (1%)	0/450 (1%)
0	0	03-C PM	10003-ASL, 10003	10003-ASL, 10003	Side Load			0/1350 (-540%)	0/1350 (-540%)	0/1350 (-540%)
0	0	04-D PM	10003-ASL, 10003	10003-ASL, 10003	Side Load			0/600 (1%)	0/600 (1%)	0/600 (1%)
0	0	05-CHG Filter	10003-ASL, 10003	10003-ASL, 10003	Side Load			0/1050 (-738%)	0/1050 (-738%)	0/1050 (-738%)
0	0	06-Hydraulic Filters	10003-ASL, 10003	10003-ASL, 10003	Side Load			0/2000 (-387%)	0/2000 (-387%)	0/2000 (-387%)
0	0	08-Valve Adjustment	10003-ASL, 10003	10003-ASL, 10003	Side Load			0/2000 (-189%)	0/2000 (-189%)	0/2000 (-189%)
0	0	09-Transmission Filter	10003-ASL, 10003	10003-ASL, 10003	Side Load			0/4500 (-126%)	0/4500 (-126%)	0/4500 (-126%)
0	0	10-Hydraulic Oil	10003-ASL, 10003	10003-ASL, 10003	Side Load			0/6000 (-82%)	0/6000 (-82%)	0/6000 (-82%)
0	0	11-Transmission Oil	10003-ASL, 10003	10003-ASL, 10003	Side Load			0/7200 (-85%)	0/7200 (-85%)	0/7200 (-85%)
0	0	12-Coolant	10003-ASL, 10003	10003-ASL, 10003	Side Load			0/600 (-1293%)	0/600 (-1293%)	0/600 (-1293%)
0	0	13-Differential Oil	10003-ASL, 10003	10003-ASL, 10003	Side Load			0/1500 (-450%)	0/1500 (-450%)	0/1500 (-450%)
0	0	14-Arm Inspection - ASL	10003-ASL, 10003	10003-ASL, 10003	Side Load					
0	0	15-Spark Plugs - CHG	10003-ASL, 10003	10003-ASL, 10003	Side Load					
0	0	15-CHG Tank Inspection	10003-ASL, 10003	10003-ASL, 10003	Side Load	4/27/2021				

FCC is aware that its collection equipment receives a high level of use. Due to the wear that these trucks receive, repairs will be required. As was mentioned above, once repairs are documented on the Drivers Inspection & Vehicle Inspection Report, FCC's team of mechanics make the repairs to the equipment that have been identified by the drivers. Additionally, during the Preventative Maintenance process, mechanics search for and identify any additional repairs that need to be done on the collection vehicles.

Using FCC's Enterprise Waste Information System, mechanics populate work orders to ensure all repairs are documented. All repairs are then tracked and documented, ensuring that any trends are identified to remedy all collection vehicles.

**Add/Modify Repair Order** [Images(0)] [Add Item to Backlog] [Print] [Save] [Close]

**General Information**

RO No.: 5527 RO Start Date: [Date] Reference: [Field]

Asset Type:  Vehicle  Container

Vehicle Type: SL - Side Load Vehicle: 10009 - ASL 10009

Odometer: 70819 MI [Last = 70819 MI] Engine Hours: 7707.00 [Last = 7707.00]

Note: TWO ADJUSTER SCAM REAR

**Backlogged Items**

Include: [checkbox] Unpatched [checkbox] Description: [Field] [checkbox] [checkbox] [checkbox]

Repair Reason: Found on PM Repair Priority: PM Repair Site: FCC Shop Failure Code: Worn

**Outside Repair**

Vendor: [Field] Invoice No.: [Field]

Note: [Field]

Barcode: [Field] Repair Kit: [Field] [Add]

Subsystem	Inv.	Part	Location	Qty	UOM	Price	Cost	Warranty	Part Credit	Core	Core Credit	Ref.
Brakes		S3964001014	Outside vend	2.00	Each	\$86.19	\$172.38					

Subsystem	Emp/kybn	Hour	Time	Cost	Warranty	Labor Credit	Ref.	Vendor
Brakes Labor	CORREDCR, J	1.17		\$58.33				- None -

Consumables: \$0.00

Part Costs: \$172.38

Core Credits: \$0.00

Warranty Credits: \$0.00

Net Part Cost: \$172.38

Labor Cost: \$58.33

Labor Credits: \$0.00

Net Labor Cost: \$58.33

**GRAND TOTAL: \$230.71**

All the information recorded is kept in our database providing us with a detailed vehicle history.

## D. Customer Education

FCC is fully aware of the challenges Cities and Municipalities face in maintaining low contamination rates in their recycling programs. FCC manages two of North America’s most advanced and modern Materials Recycling Facilities as labeled by recycling exports in the City of Dallas and Houston. FCC is experienced in working with and training cities and municipalities to help lower the contamination rates in the materials they are recycling.

**More than 100 years of experience in this business has taught us that one of the key factors to be successful in the recycling world is to educate the residents on how to separate and segregate their recyclable material.**

FCC has experienced personnel that handles all public education and outreach. Not only do we have a global and national team, but FCC also has local, experienced, personnel that work with the community on public education and outreach.

**FCC Group has had several programs and initiatives to increase recycling in the areas we serve. These include school educational campaigns, visits to our MRFs and other treatment plants.**

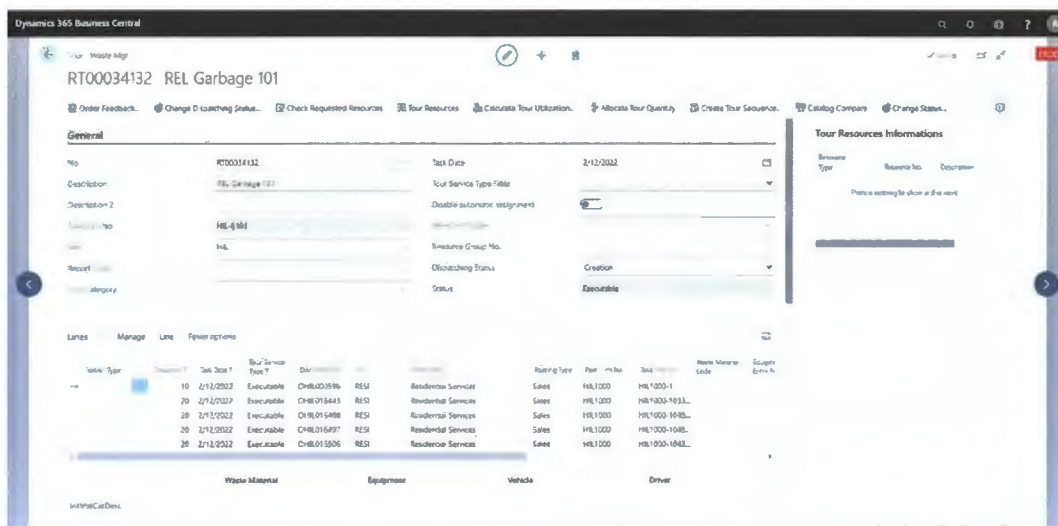
Education is a key factor to reduce contamination effectively and it is our goal to do it significantly, so the Recycling Material contamination rate reduces in the City of Port St. Lucie. Helping the City with educational campaigns for residents will significantly help reduced contamination and increase recycling participation rates. Additionally, FCC will use technology to assist in these efforts. Additionally, **FCC will provide the City with a yearly \$15,000 educational fee** to further increase educational efforts within the City of Port St. Lucie.

Disposing the Recyclable Materials in carts could make difficult the visual inspection labor made by the drivers. For this, our company would utilize **3rdEye positive service verification technology**, to capture an image of the container contents once tipped into the truck allowing for analysis of contamination offenders and the ability to further educate those customers. This coaching tool has provided us the great ability to change and correct customer behavior to better the recycling stream. FCC will ensure its helpers properly tag and educate customers on unconfirming recycling set outs.

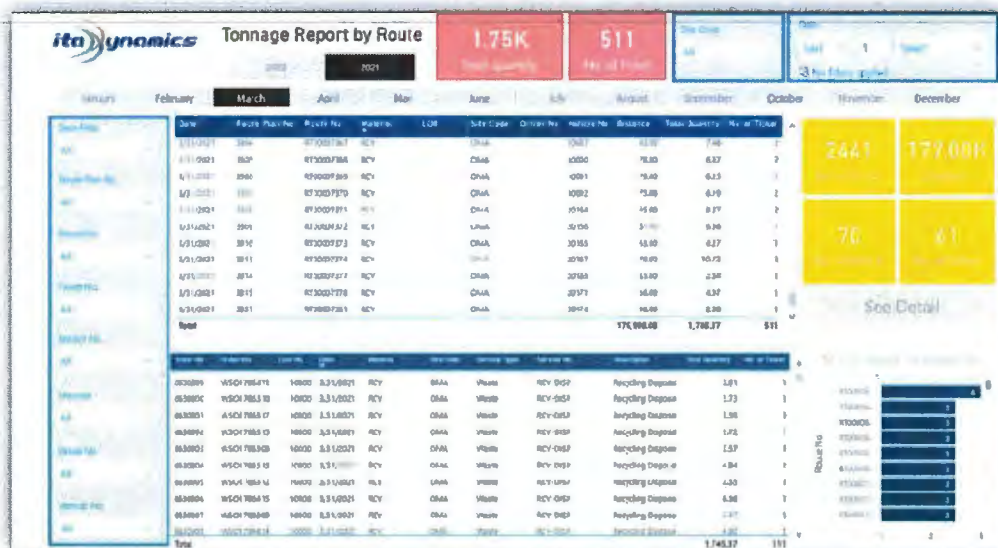


## E. Reporting

**FCC uses Microsoft Dynamics Enterprise Waste Management Software (ENWIS)** application that provides dispatching, billing operations and account reporting. This system provides daily data and has customized reporting allowing the retrieval of monthly data showing weights by category and route, the destination of all materials, and the container types and number of residences being serviced by category. This system allows for Copies of weight tickets to be stored and attached to each route.



All data is available in excel format and can be sent to the City of Port St. Lucie for reporting and tracking that may be required by the City.



In addition to reporting tonnages and route dispatching information, FCC's keeps detailed records of its routine vehicle maintenance to ensure that all collection vehicles are functioning properly.

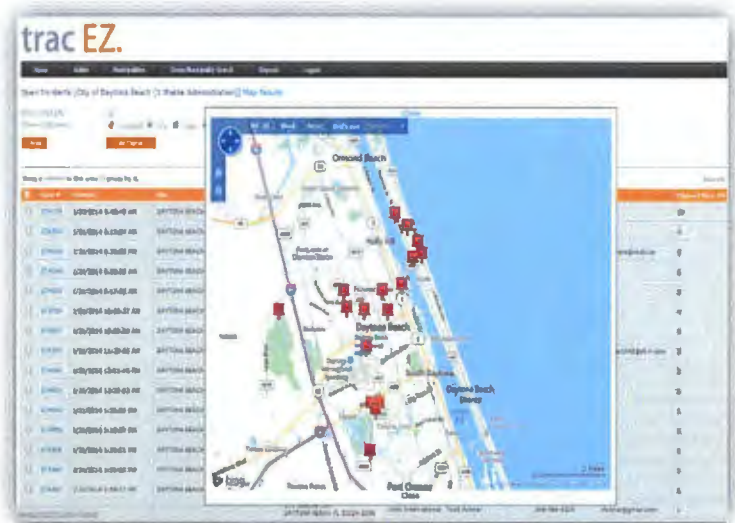


In addition to the Enterprise Waste Management System it has implemented, **FCC will use the Trac EZ system** (traceinfo.com) to track, document, and respond to any matter related to Collection Services, complaints, inquiries, service requests, etc. This web-based system will be available to the City. It will be used to monitor inquiries and requests and provide the reporting tools for the City of Port St. Lucie to gauge the level of service its residents receive.

The system is real-time, and all data is made available to all users as soon as it is entered into the system. FCC will provide the City with access to this system as requested and will allow the City to:

- Monitor complaints
- Identify locations of the customer complaints in real-time
- Compare current and historical complaints
- Create reports identifying open, pending and closed work orders

Trac EZ links will be provided to the City of Port St. Lucie allowing residents to input complaints and compliments through the City's website. All tracking information will be customized for the City of Port St. Lucie, allowing the City to choose the categories to track as well as customize the categories to the specific needs of its residents.



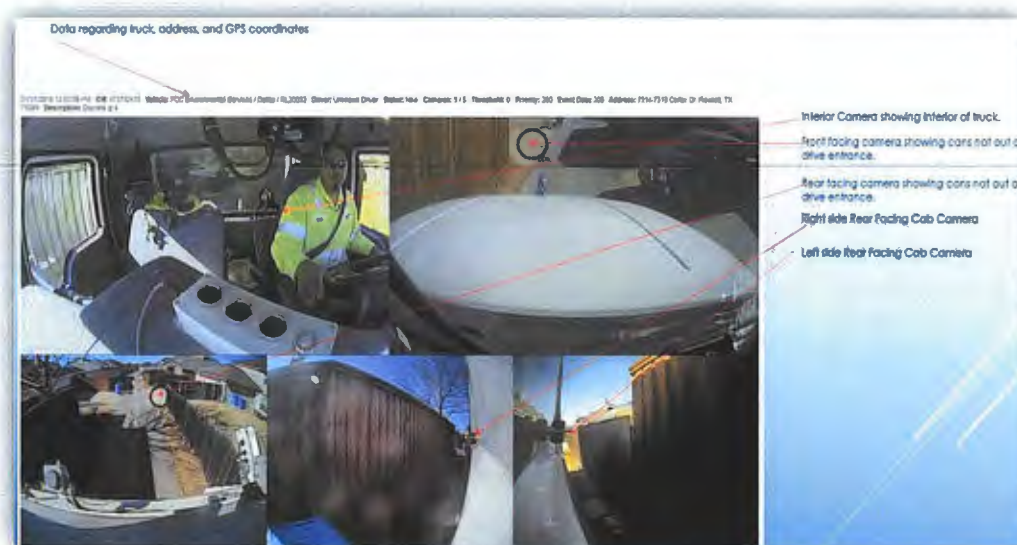
## F. Value Added Enhancements

### AWTI 3rdEye

As a true community partner, FCC believes that communication and visibility to the services it provides is critical so that the residents and Cities that receive its services can monitor FCC's performance. **As a value-added service, FCC installs all its trucks with the AWTI 3rdEye Camera system.** This allows FCC to track trucks on route, monitor real time performance, while providing similar historical data to verify service from previous routes. Through FCC's web-based 3rd Eye portal, we can track real time any historical information pertaining to the movement of each of our pieces of equipment.

Additionally, the individual drivers can utilize the onboard 3rd Eye cameras to record service issues such as blocked access or late set outs. This information is crucial for not only daily route performance and service completion, but it is also an important tool to identify routing concerns to improve efficiency and conducting damage claim investigations.

In addition to the route verification application of 3rd Eye, FCC also uses it to monitor driver safety performance. The 3rd Eye system records events that exceed certain thresholds such as speed, pitch, and yaw, even recording impacts and travel over rough roadways. An analyst evaluates pushed video for infractions of safe driving rules and forwards video of these infractions directly to the appropriate manager to coach the driver appropriately. This system is so beneficial to us and our customers that it is now standard in all FCC equipment.



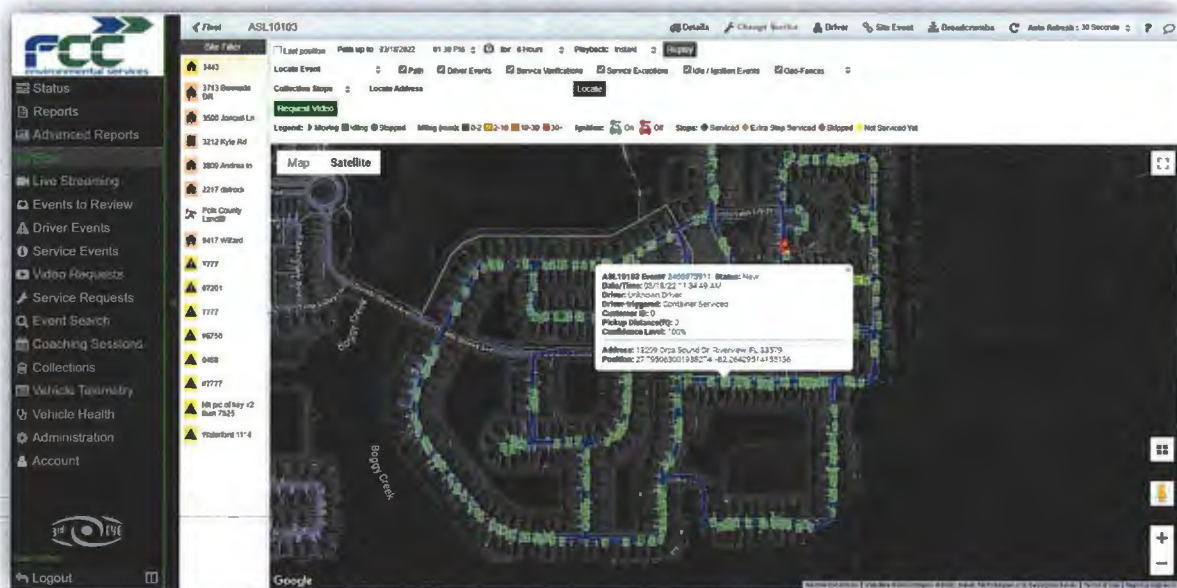


The AWTI 3rd Eye has the following additional features:

- Capability to generate and download reports related to the Collection Service.
- Real-time and historical map-based vehicle location visibility of all Collection Vehicles.
- Direct access to view GPS data, photos and video recordings, with a storage capacity of at least 180 days.

Additionally, FCC will give access to the City to utilize **Positive Service Verification** features of 3rdEye, which provides photos of confirmed service and breadcrumb GPS tracking. Positive Service Verification allows the City as well as staff to see verification of service on a house-by-house basis. All service points are confirmed via GPS, time stamped and paired with an image of the location.

In addition to this format, FCC will provide the City Staff with an interface where they can track all collection vehicles providing service.



### High Density & Commercial Routing

It is FCC's philosophy to use technology to enhance the services it provides. One of the tools FCC has implemented to achieve this is **High Density Route Optimization Software**. The use of routing software is critical in FCC's operations as it has a direct impact on labor, operational, and transportation costs FCC. The use of this software will allow FCC to use its resources adequately and in turn, provide an improved level of service to the City of Port St. Lucie. FCC leverages this software with input from Drivers and staff to effectively route the service rendered in the City.



## Contingency Plan

FCC is fully aware of the emergencies and challenges that arise while performing collection services. FCC has successfully managed and been able to provide an excellent level of service during hurricanes, tornadoes, floods, and pandemics.

Included below are disaster plans when an FCC location receives a hurricane watch, warning alert from the National Weather Service, and provides tips on what to do before, during, and after a hurricane, work stoppage, and pandemic.

The Contingency Plan will be submitted to the Administrator during the transition period. This Contingency Plan will be updated annually and resubmitted to the Administrator.

## Basic preparedness tips

- Know where to go. If you are ordered to evacuate, know the local hurricane evacuation route(s) to take and have a plan for where you can stay. Contact City of Port St. Lucie Solid Waste Staff and coordinate with their emergency management for additional information.
- Put together a disaster supply kit, including a flashlight, batteries, cash, first aid supplies, and copies of your critical information if you need to evacuate for all essential workers
- In case of loss of power, FCC will activate our onsite generator and have water for several days in the event of flooding or blocked roads.
- Make a Business Emergency Communication Plan.
- FCC will communicate with the City of Port St. Lucie by text, sat phone, cell phone, or email alerting each for emergency notifications.

## Preparing our Facility

- Hurricane winds can cause trees and branches to fall, so before hurricane season FCC will trim or remove damaged trees and limbs to keep you and our property safe.
- Reduce property damage by retrofitting to secure and reinforce the roof, windows, and doors, including the garage doors.
- Designate an area as a storm shelter designed for protection from high-winds and in locations above flooding levels.

### Hurricane Watch

**Hurricane watch = Conditions possible within the next 48 hrs.**

Steps to take:

- Review your evacuation route(s) & speak with City of Port St. Lucie officials.
- Review the items in your disaster supply kits; and add items to meet the business needs for all employees, individuals with disabilities, or other access and functional needs.

### Hurricane Warning

**Hurricane warning = Conditions are expected within 36 hrs.**

Steps to take:

- Follow evacuation orders from City of Port St. Lucie officials, if given.
- Check-in with City Staff and Employees by direct communication, texting, or calling by phone.

Follow the hurricane timeline preparedness checklist, depending on when the storm is anticipated to hit and the impact that is projected for your location.

### What to do when a hurricane is 36 hours from arriving

- Communicate with City staff and turn on your TV or radio to get the latest weather updates and emergency instructions.
- Build or restock your emergency preparedness kit. Include a flashlight, batteries, cash, and generator preparedness.
- Plan how to communicate with City staff members if you lose power. For example, you can call, text, email, or use social media. Remember that during disasters, sending text messages is usually reliable and faster than making phone calls because phone lines are often overloaded.
- Review your evacuation plan with your employees. You may have to leave quickly so plan ahead.

### What to do when a hurricane is 18- 36 hours from arriving

- Make necessary arrangements with City staff for quick access to storm updates and emergency instructions.
- Bring loose, lightweight objects inside that could become projectiles in high winds (e.g., carts, loose container parts); anchor objects that would be unsafe to bring inside (e.g., propane tanks); and trim or remove trees close enough to fall on the building.
- Cover all of the facility windows. Permanent storm shutters offer the best protection for windows. A second option is to board up windows with 5/8" exterior grade or marine plywood, cut to fit and ready to install.

- Keep your equipment in good working condition, and keep the fuel tanks full; stock all company vehicles with emergency supplies

#### What to do when a hurricane is 6 hours from arriving

- If you're not in an area that is recommended for evacuation, plan to stay at home or where you are and let City staff, employees and family know where you are
- Close all facility doors and stay away from windows. Flying glass from broken windows could injure you.
- Turn on your TV/radio or check the City website every 30 minutes to get the latest weather updates and emergency instructions.

#### After a Hurricane

- Check-in with employees and corporate office by texting or using social media.
- Return to office location only when authorities indicate it is safe.
- Watch out for debris and downed power lines.
- Avoid walking or driving through floodwaters. Just 6 inches of moving water can knock you down, and fast-moving water can sweep your vehicle away.
- Avoid flood water as it may be electrically charged from underground or downed power lines and may hide dangerous debris or places where the ground is washed away.
- Photograph the damage to your property to assist in filing an insurance claim.
- Talk with City staff for updates and instructions before resuming collection services
- Implement emergency plan based on FCC and City staff recommendation
- Do what you can to prevent further damage to your property, (e.g., putting a tarp on a damaged roof), as insurance may not cover additional damage that occurs after the storm.

#### Work Stoppage or Labor Strike

- FCC will have all other locations from Florida and all other areas in the US available to send resources to the City of Port St. Lucie in the event of a work stoppage or strike to continue running everyday collection routes
- All FCC Route Managers will be in the field with all electronics to check and ensure trucks are collecting route areas properly and efficiently on the correct day
- FCC staff will be in continuous communications with City Staff and residents

#### Pandemic

FCC continues to follow best practices as we and all companies and individuals across the globe refrain from:

- Large groups/gatherings
- Wear proper PPE

- Masks or face shields
- Use proper hygiene- wash hands; use hand sanitizer
- Report to your supervisor if you have experienced an exposure or if you feel you may have symptoms
- Stay home if you are sick
- Do not share items such as masks; PPE, food, etc.
- Keep 6 feet apart as part of the social distancing

We continue to provide:

- Disposable or reusable masks as needed
- Hand sanitizer
- Disinfecting of equipment (facilities, trucks, etc.)
- Remediation of facilities or equipment if exposure occurs

If we continue to do our part, we will be able to keep our facilities; equipment, and most importantly our employees safe.

### Safety Program

People are the core of our business and services. For this reason, FCC takes a proactive approach to ensure all of its employees can perform their responsibilities in a safe manor. To accomplish this, FCC has developed a detailed safety program to ensure proper training and procedures are followed to create a safe and secure work environment.

The goal at FCC is to ensure that we train and develop our employees so that they can complete their daily tasks safely and efficiently, while continuously improving and raising their skills, knowledge, and ability to be the best employees.

We create, promote, and foster individual and organizational effectiveness by developing and offering an array of innovative and diverse training topics that support the organization's commitment to employee development, partnership, and overall organizational enrichment.

We adjust our training curriculum based upon trends, regulations, and company protocol.

#### i. New Hire Orientation

All employees attend New Hire Orientation Training upon hire and before operating any company-owned equipment. The orientation is comprised of the following:

- a. Review of FCC policies and procedures.
- b. Review of Regulatory Training requirements as outlined by OSHA, DOT, FMCSA, and other regulatory agencies.

- c. Review of Safe Operations of equipment, which includes but is not limited to the operation of Commercial Motor Vehicles; Forklifts, Service Vehicles, and dollies or other equipment that may be utilized to safely complete the required tasks.
- d. Defensive Driving Techniques. This is an interactive program based upon the classroom curriculum but includes behind-the-wheel training.

**ii. On-The-Job Training**

- a. Employees complete a two-week on-the-job training, utilizing a specialized training curriculum based upon the equipment that will be operated.
- b. New employees are assigned a mentor or driver trainer who will work with the newly hired employee to ensure that he/she completes the orientation and has full knowledge and understanding of the regulatory, customer, and company requirements.
- c. Employees continue through the new hire orientation program for 90 days.
- d. Senior Management will review the records and conduct periodic interviews to ensure that the employee is fully engaged, capable, and trained before being released to work on their assigned task/route/duty.
- e. The program consists of checklists; questionnaires and observations as well as final review and sign-off from Management that the new employee has completed the training successfully. A sample of the outline is shown below:

Item to be completed	Responsible Person	Due Date	Date Completed
*Operations/Safety Rules & Procedures	Management	*Upon Assignment	
*Professional Truck Driving - Defensive Driving Course - TBD	Management	*Upon Assignment	
Facility Tour Checklist	System Trainer	First Day	
Meeting Management Team	System Trainer	First Day	
Meet support staff	System Trainer	First Day	
***Shop / Dispatch Observation	Route Manager	Upon Assignment	
(1) Driver OJT Form	New Driver	Daily	
(2) Driver OJT Form	New Driver	Daily	
(3) Driver OJT Form	New Driver	Daily	
(4) Driver OJT Form	New Driver	Daily	
(5) Driver OJT Form	New Driver	Daily	
(6) Driver OJT	New Driver	Daily	
Familiarization Checklist	System Trainer	Within first week	
<b>Solo Route Assignment</b>	Management	Upon Assignment	
<b>Driver Questionnaire</b>	Management	Upon Assignment	
<b>Final Review</b>	Safety	Upon Assignment	

**iii. Periodic Safety Training-Weekly; Monthly and Annual**

- a. All employees are required to attend safety training as outlined in our Safety, Health, and Compliance programs.
- b. Such training can include but is not limited to: daily tailgate meetings; monthly specific safety topics and annual training. Other training or meetings may be held based upon seasonal activity; weather events or customer requirements.
- c. A 12-month training calendar is utilized and examples of such topics include: Back to School Safety Awareness; DOT Compliance, such as fit for duty; OSHA training for Personal Protective Equipment.
- d. All training is documented and maintained.
- e. An annual review of the training programs is conducted to ensure compliance with regulatory, customer, or company requirements.



**FCC** 2020 – 52 Week Safety Training Calendar- all locations  
Legend: D-Driver; T-Technician; M-MRF; All-all employees

<b>January</b> <ul style="list-style-type: none"> <li>• Backing (all)</li> <li>• Cold Stress (all)</li> <li>• Slips, trips &amp; falls (all)</li> </ul>	<b>July</b> <ul style="list-style-type: none"> <li>• Storm water Management (T,M)</li> <li>• Spill Prevention (all)</li> <li>• Litter Control (D,T,M)</li> </ul>
<b>February</b> <ul style="list-style-type: none"> <li>• Electrical Safety (T,M)</li> <li>• Equipment Housekeeping (T,M)</li> <li>• Fire Extinguisher training (all)</li> </ul>	<b>August</b> <ul style="list-style-type: none"> <li>• LOTO: Basics * (D,T,M)</li> <li>• Fire Prevention * (all)</li> <li>• Hand Protection-cuts/punctures (all)</li> </ul>
<b>March</b> <ul style="list-style-type: none"> <li>• Emergency Response (all)</li> <li>• Emergency Action Plan (all)</li> <li>• HAZCOM: General Information * (all)</li> <li>• First Aid (all)</li> <li>• LO/TO Training (all)</li> </ul>	<b>September</b> <ul style="list-style-type: none"> <li>• Incident Reporting (all)</li> <li>• Modifying Equipment (D,T,M)</li> <li>• Make-up Week</li> <li>• Prohibited material management (M)</li> </ul>
<b>April</b> <ul style="list-style-type: none"> <li>• Hand Safety (all)</li> <li>• Hot Work (T,M)</li> <li>• Heat Illness * (all)</li> <li>• Jack Stands &amp; Chocks (T,M)</li> </ul>	<b>October</b> <ul style="list-style-type: none"> <li>• Recording &amp; Reporting Illness/Injury (all)</li> <li>• Personal Protective Equipment * (all)</li> <li>• Welding, Cutting &amp; Brazing (T,M)</li> <li>• Safe Driver Week – 10/15 – 10/21 (D,T)</li> </ul>
<b>May</b> <ul style="list-style-type: none"> <li>• Heat Illness * (all)</li> <li>• Road Check (D,T)</li> <li>• Tire Safety (D,T)</li> <li>• Pushing/Pulling (all)</li> <li>• Seat Belts (all)</li> <li>• Bale storage and stacking (M)</li> </ul>	<b>November</b> <ul style="list-style-type: none"> <li>• Bloodborne Pathogens * (all)</li> <li>• Powered Industrial Trucks (T,M)</li> <li>• Respiratory Protection (all)</li> <li>• Random Inspections (D,T)</li> <li>• Noise/Hearing Protection (all)</li> </ul>
<b>June</b> <ul style="list-style-type: none"> <li>• Walking/Working Surfaces (all)</li> <li>• Work Permits (T,M)</li> <li>• Confined Spaces: Basics * (all)</li> <li>• Ladder Safety (all)</li> <li>• Dust Mitigation (M)</li> </ul>	<b>December</b> <ul style="list-style-type: none"> <li>• Strains/Sprains (all)</li> <li>• Severe Weather (all)</li> <li>• Forklift/Aerial Lifts, if applicable (T,M)</li> <li>• Fall Protection (all)</li> <li>• Confined Space (all)</li> </ul>

#### iv. Re-training due to illness, injury, accident, or absence

Our goal is to ensure that all employees return safely to the FCC facility at the end of the workday and therefore at the company's discretion, we may require employees to complete re-training as necessary. Retraining can include classroom; behind the wheel or one on one review of materials.



## Customer Service

FCC prides itself on the level of service that it provides to its customers. FCC has achieved an unprecedented level of success in providing excellent service to the municipalities where it operates.

The key to this success is the operational planning that FCC determines before the contract, and the systems and procedures it has put in place to ensure that this level of service is provided to all the customers and residents that FCC services. The number of resources FCC has proposed, its outstanding customer service, educational programs for residents, and staffing levels will ensure that the City of Port St. Lucie receives an excellent level of service.

### a. Local Customer Service Team

Our trained customer service team is available during regular business hours to assist with the City of Port St. Lucie resident's waste management needs. **All calls received are handled by local representatives located at our facility. As a company we don't use centralized call centers, so we can be closer to our customers and provide that local relationship and knowledge.**

FCC's office will also be equipped with a two-way communication system that can be used to promptly contact Route Managers, and all FCC Collection vehicles.

### b. Customer Complaint Resolution Procedures

FCC's complaint resolution procedure will provide that the customer complaint will be responded to before the end of the day if received before noon on the same day. Any complaints received after noon will be resolved by noon the following day. If FCC is unable to resolve a complaint within the allotted times, FCC will notify the City and provide documentation to the City's satisfaction explaining the reasons the complaint cannot be satisfied.

FCC's representatives are trained to work with operations to help resolve any customer complaints that may arise. Training our representatives to work with operations, allows them to quickly resolve customers' issues on the first call, increasing the level of satisfaction of our customers. Additionally, this method allows the operational team to see areas of improvement as they work to address issues with the customer service representatives, ensuring an increased level of service while maintaining a consistently high level of customer satisfaction.



**c. Procedures for Missed Collections and Service Issues**

We at FCC understand that if a mistake is made, a timely recovery is essential to maintain customer service expectations. **When a missed collection complaint is received, FCC will have the ability to verify the validity of the complaint through both GPS tracking and photographic means, in the event of a tracking or photo failure, it is often possible to retrieve video of the incident in question promptly.** If FCC can't complete verification for any reason, FCC will err on the side of caution and make a courtesy collection in the same manner as a verified miss.



In the specific event of a missed collection complaint reported and verified before noon FCC will dispatch a truck to service the location on the same day. If missed collections are reported after noon, then top priority is assigned for morning resolution the next day (no later than noon). In the event of a verified "Late Set", FCC may still dispatch a truck for a courtesy service provided such dispatch does not endanger the completion of the then currently scheduled routes.

All missed collections are verified by Route Managers. A Root Cause Analysis is completed to ensure proper procedures are followed and to limit these missed collections. Drivers, Helpers, and customer service representatives are then coached to improve processes and communication with the customers to ensure satisfaction.

## G. Deviations From Scope

FCC does not have any deviations from the scope of services, however, would like to review the following items during the contract negotiations:

- As identified in Addendum 1 Q18, FCC would like to review the generation rate and the true up process with the City during the contract negotiation phase. As requested via the addendums, disposal cost has not been included in FCC's residential rates (item 1).
- As stated in addendum 4 Q21, franchise fees have not been included in our prices. These fees will be added after the award.
- As stated in addendum 5 Q19, FCC would like to discuss the CPI increase cap with the City.
- It is not FCC's intention to mix or commingle any materials during the first months of the contract. However, due to the supply chain issues and the short period of time to transition this contract, FCC would discuss with the City any potential commingling of materials that may be required during the first 90 days of the contract as allowed and stated in addendum 2 Q12.

## TAB 6. TRANSITION PLAN

### A. Previous Transitions

Our company takes immense pride in transitions as it directly impacts the residents of the service. **Through our 111 years of experience collecting municipal contracts,** we have executed thousands of these successfully.

FCC's transition team is made up of the Vice President of Operations (Dan Brazil), the Regional Director of Operations (Mitch Dahlstrom), the Director of Municipal Sales (Charles Merkley), the Regional Operations Performance Manager (Rob Canciamille), Regional Safety Manager (Stacey Carlton), Regional HR Manager (Yvetta Fils), and the Senior Manager – Fleet Maintenance (Thomas Lanzon), who will be overseeing the contract along with the local Operations, Route and Fleet Managers, guaranteeing the highest standards during transitioning this contract. Resumes of the Core team have been provided in Tab 4.B Personnel Qualifications and Resumes.

Included below are some of the highly successful transitions carried out in the United States.

#### **Orange County, FL**

Since January 2016, FCC has provided collection of solid waste and recyclables on a 10-year contract for Orange County, FL. Collection services provided to **87,649 residential households** include solid waste, recycling, yard waste, and bulky waste. Annually FCC collects **119,000 tons of waste**, with 31 automated side loaders, 17 rear loaders, and 2 clamshells **all running on CNG fuel.**

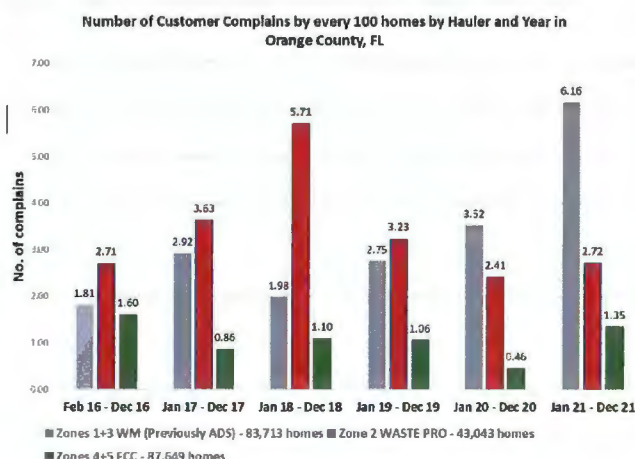


For this contract, **Orange County transitioned from twice per week Solid Waste, rear load, hand pick curbside collection service and once per week recycling in 18G bins to once per week Solid Waste with 95G carts and fully automated side load service and once per week recycling in 95G carts with fully automated side load service.** To help communicate the service changes to all residents, FCC distributed door hangers twice prior to the start of the contract.

This contract is ongoing and expected to be completed in 2025. **Since the start of the new collection services in Orange County, FL FCC has become the best performing service provider among the three collection companies providing service to the County.**

The transition of this project included multiple challenges, from changes in how the waste was collected to the overall size of the project as FCC was awarded two zones within Orange County, making it the largest hauler contracted.

**Since the start of the new collection services in Orange County, FL FCC has become the best performing service provider among the three collection companies providing service to the County.** FCC has continually been the best with the lowest number of service complaints. This cannot be achieved without an excellent team and a great partnership with our customers. The adjacent table shows the number of complaints by every 100 homes received since the start of the Contract in Orange County; FL as provided by the Orange County Solid Waste Department.



FCC currently provides collection services to zone 4 and 5, Waste Management (Previously Advanced Disposal) to Zone 1 and 3, and Waste Pro to zone 2. As you can see, FCC has the highest level of customer satisfaction according to OCSW department data.

### Volusia County, FL

In April 2020 FCC began providing the collection of solid waste, dual-stream recyclable materials, and yard waste/Bulk for over **45,173 single-family homes** in Volusia County FL. FCC **collects and delivers over 63,500 tons** of annually.

**This contract was transitioned during the COVID-19 pandemic.** During the pandemic, the FCC team ensured that it met all the health and safety requirements to ensure that all its employees, and potential employees kept proper social distancing guidelines. FCC was able to successfully hire all the required employees, which included existing hauler personnel to ensure that its employees received hiring priority. In addition to this, FCC worked with the existing hauler and was able to purchase the existing facility, ensuring a smooth transition of service.

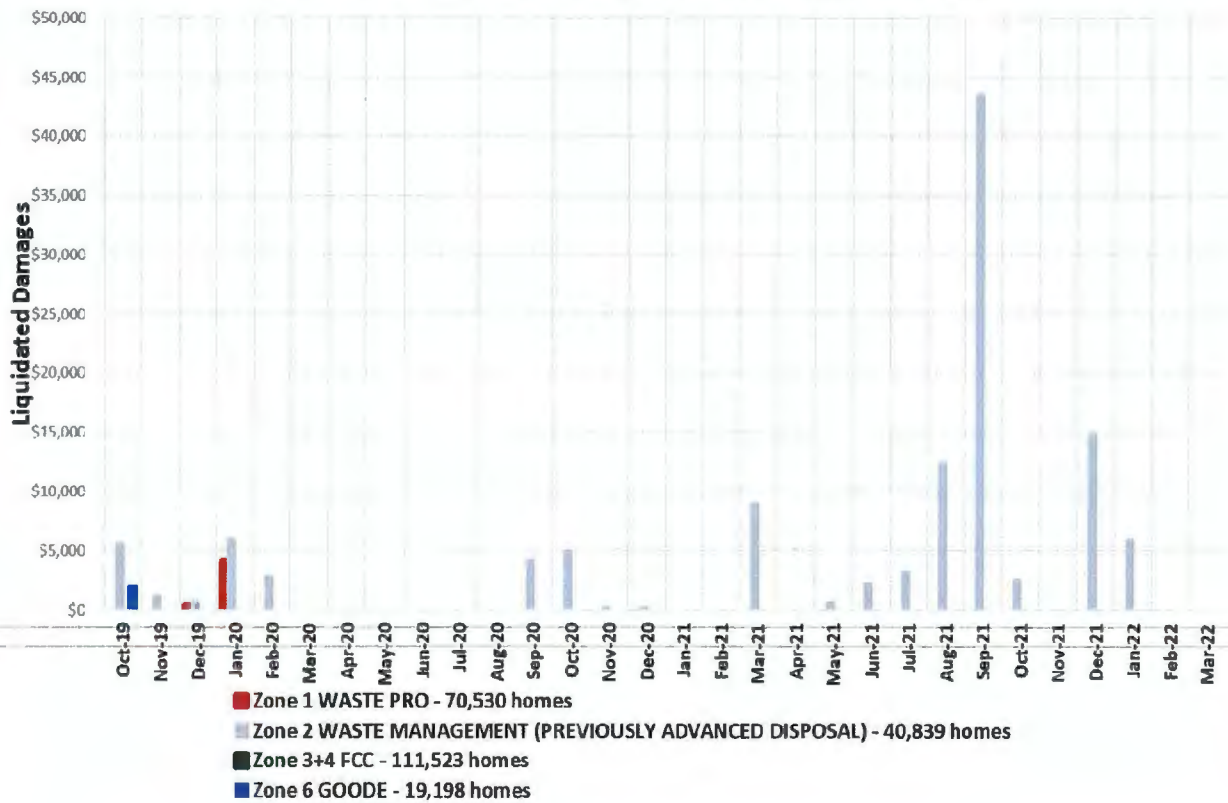


FCC's success in this transition has carried over through the operational phase of this contract. **FCC has not been assessed any liquidated damages since the start of this contract.**

## Palm Beach County, FL

Palm Beach County was transitioned in October of 2019 where FCC is the largest hauler in the County while also being the only hauler to receive zero liquidated damages. This transition consisted of delivering carts of various sizes to more than 111,523 households and working with incumbent haulers Republic Services and Waste Management to exchange more than 2,991 commercial customers to the FCC new containers. FCC collects and delivers over 235,000 tons annually. FCC has been the only contracted hauler (out of 4) to not receive any liquidated damages since the start of the contract.

Liquidated Damages by Hauler and Month in Palm Beach County, FL





June 25, 2020

Dear Mr. Sandora,

The Solid Waste Authority of Palm Beach County (SWA) thanks you and the FCC team for immediately assisting our south county residential customers removing yard waste debris generated from an isolated storm last Friday evening.

We truly appreciate the FCC team working with our customers to remove this large amount of yard waste storm debris generated within this area on their normal scheduled yard waste collection day.

FCC, as a new service provider in Palm Beach County, provided the lowest competitive collection rate for our customers within Service Areas 3 and 4, a new fleet of collection equipment and containers, delivered a perfect seamless transition that included cart deliveries of three (3) different sizes (including last minute community exchange request for a smaller cart) within two very large Service Areas, proactively worked with our team to resolve any and all possible startup issues, and last week immediately providing emergency removal of storm debris in a timely manner.

FCC assembled a very dedicated, professional, knowledgeable, hardworking, customer-oriented team that delivers the highest quality of collection services possible on a consistent basis.

This effort all begins with great leadership. We appreciate and thank you and Mr. Charlie Merkley as the new team exceeding our customer's expectations each and every day!

It is a pleasure working with FCC who share the same values and goals to deliver great customer service, exceeding all expectations on a daily basis.

Thank you very much on behalf of our customers and SWA for a job well done each day!

Sincerely,



John Archambo, Director, Customer Relations

### City of Edgewood, FL

On January 4, 2021 FCC began providing Refuse, Recycling, Yard, and Bulk waste collection services to over **868 residences, and 106 franchised commercial collections within the City of Edgewood**. This contract required FCC to work with the existing hauler to ensure that the commercial businesses within the City of Edgewood were not impacted due to the change of their service provider. FCC successfully delivered all the required containers and worked with the commercial customers to ensure they received the level of service they required. **FCC has not been assessed any liquidated damages since the start of this contract.**

### Village of Wellington, FL

FCC began providing services on December 31, 2021, to the Village of Wellington, for the collection of waste, recyclables, yard, and bulk waste. FCC provides collection services to over **24,403 residents and 670 commercial customers**. FCC was able to successfully transition this Contract from Waste Management, with an excellent recommendation from the Village.



### Hillsborough County, FL

On June 3, 2021, FCC was awarded an 8 year and 8-month contract for the collection of one of three collection zones for residents of Hillsborough County, FL. FCC began providing services on January 31, 2022, to 113,939 residents within its zone. Additionally, **FCC is one of the three exclusive haulers allowed to provide commercial collections within Hillsborough County, currently servicing more than 1,929 customers.**



### Omaha, NE

On November 30, 2020, FCC started a 10-year contract for the collection of solid waste, recycling material, and yard waste for the City of Omaha. **Under this contract, FCC is servicing more than 150,000 residential homes.** Additionally, FCC is operating several drop-off sites within the City. **FCC has never received liquidated damages.** FCC collects and delivers **over 165,233 tons** annually.



**Additionally, FCC has successfully piloted an electric collection vehicle for the City of Omaha (pictured here).**





City of Omaha  
Jean Stothert, Mayor

**Public Works Department**

Omaha/Douglas Civic Center  
1819 Farnam Street, Suite 601  
Omaha, Nebraska 68103-0601  
(402) 444-5220  
Fax (402) 444-5248

**Robert G. Stubbe, P.E.**  
Public Works Director

February 4, 2021

To: Justin Gallagher  
General Manager  
FCC Environmental Services Nebraska, LLC  
5902 N. 16<sup>th</sup> ST  
Omaha, NE 68110

From: Jim Theiler, P.E.  
City of Omaha Public Works  
Assistant Director – Environmental Services

Re: Thanks for the Outstanding Service and Performance

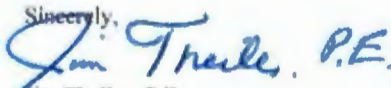
Justin,

The City of Omaha would like to express our thanks to FCC Environmental Services Nebraska, LLC, for the excellent performance during the week of Monday January 25<sup>th</sup>. The City received over a foot of snow, the largest single day snow storm to hit the Omaha area in 45 years. FCC, under extremely difficult conditions, and after nearly two full days of delays due to the weather, was able to get all of the garbage and recyclables collected for the week.

As I write this letter I would also like to take the opportunity to thank FCC for the commitment they have shown to the City in meeting the difficult demands of this contract. We understood going in that it was no easy undertaking to completely overhaul the City's solid waste residential collection program overnight, with a new contractor and a new carted system in place to serve nearly 150,000 residential customers. Startup was not an easy task, I want to thank FCC for bringing in the additional resources needed those first few weeks as our residents adapted to a new system, and as FCC worked to gain efficiencies with new employees learning to use new equipment, driving unfamiliar routes. All of this was happening during a time with constant change, as we had more and more customers continue to sign up for our Special Collections Program, or requesting an additional cart.

We tend to hear at times only those that complain, as that seems to get the attention of the media and/or our elected officials. Those that welcome and express satisfaction about the work being performed by FCC and the modernized system that is now in place for our residents far outweigh those that complain. The positives that I get from the City Council members validate this. We sometimes lose sight of the need to thank those that provide important city services. Please extend this thanks and expression of gratitude to the entire FCC team.

Sincerely,



Jim Theiler, P.E.  
City of Omaha Public Works  
Assistant Director – Environmental Services



**A GREAT HOMETOWN**

**Council**

Anne Gorwig, Mayor  
Michael Drahos, Vice Mayor  
John T. McGovern, Councilman  
Michael J. Napoleone, Councilman  
Tanya Siskind, Councilwoman

**Manager**  
Jim Barnes

**Joseph Sandora**  
Senior General Manager  
FCC Environmental Services  
5840 Corporate Way, Suite 250  
West Palm Beach FL

**Subject: Performance Evaluation for January- March 2023**

Joe,

Based upon reports and data in addition to field observations, Wellington has prepared this document evaluating FCC's performance for January – March this evaluation is presented in comparison to the provisions of the Exclusive Franchise Agreement between FCC Environmental Services and The Village of Wellington.

I am Pleased to say that our internal route audits and Field observations show no missed routes since the inception of our agreement on December 29<sup>th</sup> 2021.

I usually don't wait 3 to almost 4 months to send an evaluation with the Transition and the adjustments that go along with it, but we kept in touch over the phone and I would like to congratulate you, Charles, Miguel, Rodney and FCC Corporate, for the smoothest Transition I have ever been involved in.

You were able to provide new trucks, well trained drivers, more efficient routing and at the same time you and FCC became involved in the Wellington Community.

Keep up the good work and I am looking forward to working together.

Thank you and your staff for their hard work and dedication.

*Jesse Wright*

Operations Superintendent | Village of Wellington Solid Waste

12300 Forest Hill Boulevard • Wellington, Florida 33414 • (561) 791-4000 • Fax (561) 791-4045

[www.wellingtonfl.gov](http://www.wellingtonfl.gov)

## B. Transition Team & Approach

### City of Port St. Lucie

FCC's team of experts have already carefully surveyed the streets, and commercial concerns that may occur in both zones of the City of Port St. Lucie, as we will continue to do, to ensure we understand the areas atmosphere, demographic, and traffic profile along with any other requirements the City may have.



SW Pisces Terrace



SE Sutton Street



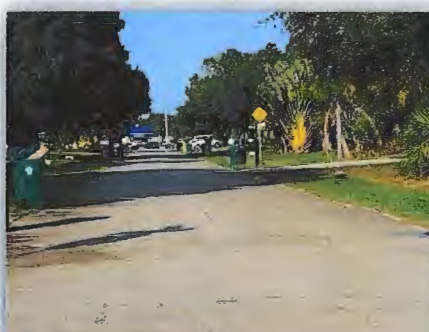
SW Abacus Avenue



SE Sandia Drive



Solar Street



Nativity Avenue

Transition Approach

A Key events schedule with a high-level overview of the events that occur during a transition period is shown below:

<b>KEY EVENTS</b>	
Contract Execution	Immediately after bid award
Transition Period	After Contract Execution
Commencement of Services	September 5, 2022
Ongoing Operations Execution and Continued Development	September 5, 2022 through Contract Term

**- B.1 Contract Execution**

FCC hopes to develop a timeline during Contract Execution for follow up meetings to provide the City with updates and progress reports during the transition. It is anticipated that FCC and City of Port St. Lucie will be able to swiftly execute the signed contract and begin work on executing the transition almost immediately upon award.

**- B.2. Transition Period**

Immediately after the contract execution, FCC will submit to the City a transition plan detailing how it will prepare for providing collection services. The General Manager, along with the rest of our transition team, will coordinate and consult in both scheduled and on an “as needed” basis with the City’s designated personnel in a combination of face-to-face meetings, web conference calls, email and telephone depending on the City’s preferences and urgency of the communication.

Among the items we expect to discuss during these meetings are up to date progress reports on the Transition Plan Execution, informational content of residential customer communications, routing reports, formatting requirements, and sample invoices along with any potential revisions requested by the City to ensure City approval related to informational content, formatting, and appropriate distribution prior to commencement of services.

After the contract execution, FCC shall meet and discuss the Transition Plan, the Collection Plan, and any other matters that will ensure the successful implementation of this Agreement.

- B.2.1. Equipment

Immediately upon Award of Contract, FCC Fleet Management personnel will contact the various chassis & body manufacturers that have submitted proposals to FCC and request “Best and Final” quotes. Immediately weeks after contract award, FCC will select the best manufacturers for the contract. At that time, FCC’s Fleet Management personnel will forward specifications to the selected chassis manufacturer and order the necessary trucks while coordinating with the selected body manufacturer to ensure timely delivery of all trucks and equipment. It is standard for all FCC collection vehicles to be equipped with AWTI 3rd Eye 360 Degree Camera and GPS systems, so these will be ordered at this time.

Two weeks after contract execution FCC shall provide the Administrator with purchase orders or other documentation demonstrating that all necessary Collection vehicles, equipment, and Collection Containers have been ordered and will be delivered to FCC’s local equipment yard no later than one week prior to the Commencement Date.

4 weeks from Order Placement, FCC will check the progress of the manufacturers to confirm that both chassis and body manufacturers are on schedule to provide delivery of the assets to their respective authorized dealers. This process will be ongoing until the final delivery is made.

1 month prior to the commencement of the contract the first truck should begin to arrive. When notified of delivery, operations and fleet management personnel will go to the manufacturer’s authorized dealer location to confirm delivery of the correct asset. As each asset is delivered, it will be scheduled for a PDI (Post Delivery Inspection) by both the chassis manufacturer and the body manufacturer individually.

During the time that the assets are located at the authorized dealer locations, both the AWTI 3rd Eye Camera & GPS system and appropriate decals will be installed on the asset.

Finally, as each truck is delivered to our facility, our own team of dedicated technicians will conduct our own PDI to confirm that nothing was missed by the dealership’s technicians. This process will include putting each vehicle through a thorough test operation by the drivers that will be operating the equipment in the City of Port St. Lucie. During the process of conducting our PDI, all pertinent data will be gathered, recorded, and submitted to the State of Florida for licensing, registration and obtaining insurance. Upon completion of all the above, no later than 5 days prior to Commencement of Services, FCC will submit our Asset Inventory List to the City for approval. Additionally, any permanent or long-term changes made in our asset inventory will be submitted to the City for approval.

- B.2.2. Personnel

Immediately upon contract award, FCC's professional and highly experienced HR personnel will begin recruitment efforts ensuring that we recruit quality candidates for servicing the City of Port St. Lucie prior to Commencement of Services. FCC recruiting efforts will include job fairs, online or print media advertising and acceptance of any current drivers that wish to maintain work in the City. To properly service the City of Port St. Lucie, and depending on the zone, in tab 5.B, we have described the number of employees needed. FCC's General Manager (Operations Manager) will be hired one month after the contract execution, and FCC's route managers will be hired two months prior to the start of the contract.

One month after the contract execution, through the Commencement of services Date, FCC will begin to accept applications for review. After selecting the more promising candidates, we will schedule interviews with individual candidates and conduct various skills tests to assess skill levels of individual recruits to tailor training requirements for each driver. Of course, all successful applicants will undergo a thorough background check to confirm compatibility with our company culture of Customer Service and Safe Operations.

One month after the contract execution, through the Commencement of services Date, we will begin to onboard key staff. Administrative Staff, and Lead Drivers will be started to complete training early on. As we get closer to the 1-month prior mark, we will continue onboarding personnel to be fully staffed for collections at the one-month mark. Drivers with less experience will be hired earlier on than more experienced drivers to ensure complete safety training.

2 Months Prior to Commencement, we will finalize all new hire orientation, Safety Training, confirm that uniforms are ordered, any safety gear such as gloves, hard hats, and appropriate footwear along with any other industry standard PPE (Personal Protective Equipment) have been both purchased and distributed.

Prior to the contract commencement date, the entire leadership team will review and confirm that all driver positioned have been filled appropriately in all areas of operations.

- B.2.3. Containers-Commercial and ROL

Upon award of contract, FCC will begin the process of contacting each of City of Port St. Lucie's various Industry Partners to identify concerns and answer any questions these businesses may have related to the change in service. Finally, upon Award of Contract, FCC will also contact the incumbents to request all contact information and service parameters for individual accounts to identify any special concerns related to individual customers such as equipment that will remain under lease by the incumbent or special hours of service. FCC will negotiate with the incumbent to formulate a schedule of exchange for all containers and equipment.

Immediately upon Award of Contract, FCC will request “Best and Final” quotes from the manufacturers for the various types and sizes of equipment to be installed in the City of Port St. Lucie. After reviewing and selecting the best proposal for the contract, FCC will forward container and equipment specifications to the selected vendor and order them one week after the execution of the contract.

Within one month of the contract award, FCC intends to have selected a staging area capable of receiving all containers in cooperation with the City’s designated contact person and the incumbent service provider.

12 weeks prior to Commencement of Services, deliveries of containers will be directed to the selected staging area. Upon arrival, each of the containers will be inspected for quality of construction and FCC will finalize preparations for delivery such as affixing the appropriate decals to the containers recording their serial numbers into inventory and scheduling deliveries to coincide with services in cooperation with the incumbent service provider.

10 weeks prior to Commencement of Services, FCC plans to begin the equipment exchange for front load dumpsters and for roll off containers. FCC intends to permit the incumbent to access and use FCC’s containers and equipment during the period of transition, prior to Commencement of Services and if necessary, get the same permissions from the incumbent for after Commencement of Services should the incumbent fail to completely remove all their equipment prior to Commencement of Services. While FCC fully expects to complete the equipment exchange 1 week prior to Commencement, we believe that it is prudent to provide back up plans to maximize our capacity to complete the transition with a minimum of service disruption to the customer and avoid negatively impacting the incumbent’s operations at the same time as it is our practice to be good partners all the way around.

By using the City owned containers, FCC has been able to provide a more competitive price to the City. FCC will be responsible to purchase containers to all new customers. **FCC will take ownership of all City-Owned containers** as part of this contract, and so we will be responsible for the maintenance of all these containers.

○ B.2.4 Facilities

During its many successful transitions, FCC has partnered with companies to assist in the acquisition of suitable locations for all its contracts. We believe that while sometimes more expensive up front, having a location immediately adjacent to our partner or within that municipality, allows us to be more responsive to customer requests and makes it simpler to acquire customer service personnel that live in the City, thus ensuring that our staff truly understand the needs of the City of Port St. Lucie.

The partners spoken about above have already begun working to identify potential yard locations and have already supplied us with several potential options. Once the yard location has been secured, FCC will immediately begin improvements to allow for a container yard, shop building, administrative offices, and truck parking. Once complete, FCC will have all the necessary resources to fully service either of the zones of the City of Port St. Lucie, from working on trucks to answering calls and dispatching. FCC’s equipment yard, and office sitting will be in place prior to one month prior to the start of the contract.

- B.2.5 Routes

During the process to develop our response to the RFP, FCC performed an initial field audit to track the number of trucks currently providing service in the City of Port St. Lucie. Immediately after the award of the contract, FCC will perform an additional audit to document potential improvements to the routing.

10 weeks prior to the start of the contract, FCC team will coordinate with City officials to receive and confirm all active back door service accounts. Customers will be marked on the driver's route sheets & maps within FCC's Microsoft Dynamics ENWIS system. In addition, customers that require back door service will have a simple reflective decal affixed to their containers to help drivers identify customer accounts if a fill in driver is completing the route.

After the award of the Contract, FCC will use its High-Density Routing software to route all trucks within the City utilizing the improvements identified during the field audit. Once those trucks are routed, draft route maps will be generated for the FCC New Projects team to review. FCC will provide the maps and data generated to the City in a format that can be uploaded onto the City's existing GIS website for use by the City and residents.

FCC will submit the residential curbside routing to the City one month before the start of service. Residential curbside maps and reports will be submitted to the City at this time. Commercial and multi-family container routing will begin one month after the award of the contract and will be completed 3 weeks prior to the start of the contract. Prior to the commencement date, FCC will provide a list of all routed multi-family and commercial accounts to the City.

Route Managers & General Manager will review the route maps, perform dry runs to check for safety, efficiencies, and service optimizations. Supervisors will provide comments and feedback in order to produce the final routes to be submitted to the City.

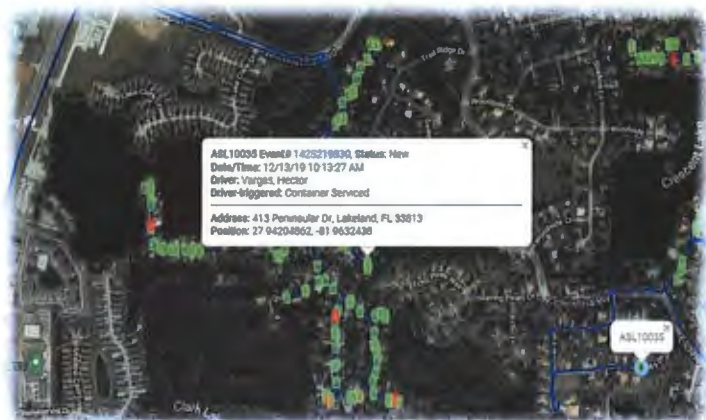
One month prior to the contract start, route drivers will be provided with their route books, and will begin to run "dry" route with route managers. These books provide the route overview and path details necessary to effectively navigate and service their routes. Any additional improvements identified by the drivers will be incorporated into the routing prior to Commencement of Service with any subsequent changes forwarded to the City.

- B.2.6 Software

8 weeks prior to commencement of the contract FCC will begin setting up the City of Port St. Lucie databases within its Microsoft Dynamics ENWIS software. As a part of setting up the database, FCC will be in consultation with the City to confirm that the dashboards and reports from within the system conform to the City's requirements. Additional testing and modification will occur up to 3 weeks prior to the start of the contract.



1 week prior to the start of the contract, FCC will ensure that all vehicles are appearing within the portal, providing a GPS signal as well as correctly identifying the Positive Service Verifications (PSV). Any issues will be provided to 3<sup>rd</sup> Eye to properly address prior to the Commencement of Services.



Training on Microsoft Dynamics ENWIS will begin 2 weeks prior to the Commencement of Services for all of FCC's route managers, customer service representatives, and mechanics. The staff will be trained in the different solutions within the software that dispatching, billing and truck maintenance features. Additionally, all administrative personnel will be trained to generate all reports required by the City including performance data and disposal quantities by type of service.

o B.2.7 Reports

No Later than 12 weeks prior to commencement, FCC will coordinate with the City to determine the reporting requirements on an ad-hoc, monthly, quarterly, or yearly basis. Upon receiving the reporting requirement detail, FCC will ensure that its existing systems are modified to provide the City with the data it needs in the required format.

4 weeks prior to the Commencement of Services, FCC will provide the City with draft reports as the systems are modified to meet City requirements. Any additional changes or improvements will be implemented after receiving comments and direction from City personnel.



2 weeks prior to Commencement of Services, Customer Service Representatives, Route Managers, and the General Manager will be trained on how to properly generate required reports from Microsoft Dynamics ENWIS. Additionally, an SOP (standard operating procedure) will be utilized to ensure proper documentation of the steps and for training any new staff.

o B.2.8 Communications

Two months after the contract award, FCC will provide the City of Port St. Lucie with draft commercial customer service agreements and disclosure notices. One month prior to the start of services, FCC will provide the City with sample door hangers and mailers for approval from the City. Included in the information on the final flyers will be frequently asked questions such as Recycle do's and don'ts, bulk collection parameters helpful hints on how to keep the poly carts in good repair and collection days.

FCC will begin providing customers with notification of services, two weeks before the start of the contract. These informational flyers will be mailed out detailing the parameters of service. Additionally, these same flyers will alert the residents and commercial customers of the pending Container and Cart A&D start date. Disclosure notices and invoices for commercial customers will be mailed two weeks before the start of the contract.



FCC Service Brochure, front

FCC Service Brochure, back

- B.3 Commencement of Services

Prior to the commencement of services, FCC will begin to transition into the operational plan. Prior to the commencement, FCC will properly train all staff, to ensure that the procedures to the operational plan are followed, and improvements are made prior to the actual commencement date.

- B.4. Ongoing Operations Execution and Continued Development

FCC will continue to work with City staff to ensure that the ongoing operational execution meets the needs and standards as set between the City of Port St. Lucie and FCC. To ensure the City's satisfaction, FCC will be maintaining regular communication and meetings with City staff, to find and implement improvements to the operational plan that has been designed for the City of Port St. Lucie.

C. Transition Schedule

FUNCTIONAL AREA	TASK/COMMENTS	TIMELINE PRIOR TO COMMENCEMENT
<b>EQUIPMENT</b>		
Chassis manufacturer selection and order	Provide selected chassis manufacturer with truck specifications and place order	Immediately after contract award
Body manufacturer selection and order	Provide selected body manufacturer with compaction body specifications and place order	Immediately after contract award
Tracking technology	Provide AWTI 3 <sup>rd</sup> Eye provider with truck specifications and order all equipment	Immediately after contract award
P.O. Confirmation	Provide the City with the P.O. from the manufacturers	Two weeks after contract execution
Interim follow up	Confirm on time production of all equipment.	Starting 4 weeks after order placement and continuing weekly through delivery of all assets.
Accepting Delivery	Visually confirm arrival of equipment at local vendor for each asset.	Starting 1 month prior to commencement of contract and continued weekly through delivery of all assets.
Manufacturer PDI	Submit equipment to Post Delivery Inspection at local authorized dealer of both Chassis and Body manufacturers by their technicians	Starting 1 month prior to commencement of contract through completion 1 week prior to commencement
Asset Inventory List	FCC will develop and maintain an asset list to be delivered to City of Port St. Lucie designated personnel	No later than 5 Days prior to commencement.
Onsite preparation	Prepare "Birth Certificate" for each asset, conduct internal PDI, register and insure each asset.	Starting upon arrival of first asset, continuing through arrival of last asset, completed 1 week prior to commencement.
<b>PERSONNEL</b>		
Initial Recruitment Steps	Begin recruitment advertising in print online media. Plan and schedule Job Fairs.	Immediately after contract award
Hiring Process	Accept applications, conduct interviews & skills tests, and conduct background checks.	1 month after contract execution
Confirm All New Hires	On boarding, orientation, training, order uniforms and all safety gear to include all industry standard PPE.	1 month prior to commencement
General Manager (Operations Manager)	Hire & On-board General Manager.	1 month after contract execution

<b>FUNCTIONAL AREA</b>	<b>TASK/COMMENTS</b>	<b>TIMELINE PRIOR TO COMMENCEMENT</b>
Route Managers	Hire & On-board all Route Managers	2 months prior to commencement
Key Staff	Hire & On-board key staff (Office, Accounting, Maintenance staff)	2 months prior to commencement through commencement
Safety Training	Ongoing safety training is mandatory for all drivers and crew members	Upon initial hire through commencement
Verify All Employees in Place	Drivers, office, customer service, billing, accounting, safety, supervisory, etc.	Prior to contract start date
<b>CONTAINERS-Commercial and ROL</b>		
Container identification	Work with incumbent to confirm size and locations of all commercial containers.	Upon award of contract.
Container distribution agreement.	Negotiate with incumbent to coordinate delivery of new containers and guaranty service to customers prior to commencement by providing surety to incumbent allowing incumbent to service FCC containers while in transition.	Upon award of contract.
Container manufacturer Selection and order	Send selected manufacturer container specifications and order.	1 week after contract award
Container manufacturer Selection and order	Provide City with P.O. of containers ordered	Within 1 month of contract award
Staging area selection	Coordinate with City appointed personnel and incumbent to designate appropriate staging area for container delivery	Within 6 weeks of contract award.
Accepting delivery & container preparation	Direct container delivery to staging area, conduct QA inspection, prepare containers for distributions	12 weeks prior to commencement
Container distribution	Coordinate with incumbent to deliver new containers.	10 weeks prior to commencement
Confirm distribution confirmation	Visually confirm delivery and removal of all commercial containers at all customer locations.	1 week prior to commencement
<b>FACILITIES</b>		
Facility	FCC will close on one of the preselected locations adjacent to service the City of Port St. Lucie	Immediately after contract award.
Facilities development	Acquire and install necessary equipment	Immediately upon securing yard location.
Facility	Confirm with City that equipment yard, and office sitting is in place	1 month prior to commencement

<b>FUNCTIONAL AREA</b>	<b>TASK/COMMENTS</b>	<b>TIMELINE PRIOR TO COMMENCEMENT</b>
<b>ROUTES</b>		
Existing Routes	Commence on existing schedules, check for potential improvements	Immediately after contract award
Confirm back door service accounts.	Receive back door service addresses from the City, and add to driver's route sheets	10 weeks prior to commencement date
Residential Routing	Submit Residential Routing	1 month prior to commencement
Commercial Routing	Submit multi-family & Commercial Routing	1 month after contract award through 3 weeks prior to the commencement date
Dry Runs	Run routes repeatedly to check for safety, efficiency, and service optimization	1 month prior to the commencement date
<b>SOFTWARE</b>		
Set up Microsoft Dynamics for Operations and Fleet Maintenance	Set up databases and customize dashboards to provide reporting required by the City.	8 weeks prior to commencement date
Verify all trucks are registering GPS, PSV and RFID Events	Verify trucks appear in the portal and register positive service events	1 week prior to commencement date
Train staff on Microsoft Dynamics	Train customer service, and mechanics to print route sheets, add customer notes, dispatch drivers, track shop inventory and populate truck work orders	2 weeks prior to commencement date
<b>REPORTS</b>		
Set up monthly reporting requirements	Meet with the City officials to determine required format of ad-hoc, monthly and yearly reports	12 weeks prior to commencement date
Provide City with samples of all required reports	Provide draft route samples to City Officials for approval	4 weeks prior to commencement date
Train staff on all reporting requirements for City	Train staff on reporting requirements, submittal deadlines, and formatting required for the City	2 weeks prior to commencement date

FUNCTIONAL AREA	TASK/COMMENTS	TIMELINE PRIOR TO COMMENCEMENT
<b>CUSTOMER COMMUNICATIONS</b>		
Commercial Service Agreements & Disclosures	Provide City with draft commercial service agreements and disclosures for approval	2 months after contract award
Message content	Coordinate with City to approve message content to be used as well as the delivery method. (i.e., water bill mail versus post card).	1 month prior to commencement date
Mailers	Mail out flyers detailing parameters of service and alerting residents of cart A&D start dates	2 weeks before the commencement date, and one week before the commencement date
Disclosure Notices & Invoices	Disclosure notices and invoices to be mailed to commercial customers	2 weeks before the commencement date
Inventory Confirmation	Provide the City with confirmation that all cart inventories have been secured	Within the first operating month

# TAB 7. PROPOSED COST

## A. Western Bid Form

ATTACHMENT H - Western Service District Bid Form*			
1	<b>RESIDENTIAL CURBSIDE SERVICE</b>		
	DESCRIPTION OF SERVICES	# of Households "A"	Monthly Fee "B"
			Total Monthly Service Fee "A" times "B"
	Automated Solid Waste Collection 1 time per week	47,531	\$10.79
	Automated Recycling 1 time per week	47,531	\$8.37
	Yard Waste 1 time per week (4 cubic yards)	47,531	\$3.94
	Bulky Waste 1 time per month (5 pieces)	47,531	\$1.17
	Tires - four (4) per year	47,531	\$0.56
			<b>TOTAL</b>
			<b>\$1,180,194.73</b>
2	<b>ADDITIONAL FEES</b>		
	Price to provide and service an additional cart per household		
	Solid Waste Cart		\$6.00 (*)
	Recycling Cart		\$5.00 (*)
	(*) These rates are per household and per month		
3	<b>MULTI- FAMILY CURBSIDE SERVICE</b>		
	DESCRIPTION OF SERVICES	# of Dwellings "A"	Monthly Fee "B"
			Total Monthly Service Fee "A" times "B"
	Automated Solid Waste Collection 1 time per week	100 (*)	\$10.79
	Automated Recycling 1 time per week	100 (*)	\$8.37
	Yard Waste 1 time per week (4 cubic yards)	100 (*)	\$3.94
	Bulky Waste 1 time per month (5 pieces)	100 (*)	\$1.17
	Tires - four (4) per year	100 (*)	\$0.56
	(*) Per request in Addendum 1 - Q19		
			<b>TOTAL</b>
			<b>\$2,483.00</b>
4	<b>COMMERCIAL CART SERVICE</b>		
	DESCRIPTION OF SERVICES	# of Customers "A"	Monthly Fee "B"
			Total Monthly Service Fee "A" times "B"
	96 Gallon Cart 1/per week/Solid Waste	100	\$19.51
	96 Gallon Cart 2/per week/Solid Waste	100	\$39.02
	96 Ballon Recycle Cart/Multi-Family	100	\$10.04
	96 Gallon Recycle Cart/Commercial	100	\$20.09
			<b>TOTAL</b>
			<b>\$8,866.80</b>
5	<b>ROLL-OFF OPEN TOP CONTAINER</b>		
	DESCRIPTION OF SERVICES	# of Containers "A"	Pull Fee "B"
			Total Monthly Pull Service Fee "A" times "B"
	10 Yard Open Top	1	\$224.99
	15 Yard Open Top	3	\$229.99
	20 Yard Open Top	14	\$234.99
	30 Yard Open Top	15	\$239.99
	40 Yard Open Top	3	\$244.99
	Roll-Off Compactor	1	\$294.99
			<b>TOTAL</b>
			<b>\$8,834.63</b>

6 MECHANICAL COMPACTORS			
DESCRIPTION OF SERVICES	# of	Monthly Fee "B"	Total Monthly
	Customers "A"		Service Fee "A" times "B"
2 yard 1/week service	1	\$281.10	\$281.10
4 yard 1/week service	2	\$562.21	\$1,124.42
4 yard 2/week service	1	\$1,124.41	\$1,124.41
6 yrd 2/week service	1	\$1,686.62	\$1,686.62
6 yard 3/week service	4	\$2,529.93	\$10,119.72
6 yard 4/week service	1	\$3,373.24	\$3,373.24
<b>TOTAL</b>			<b>\$17,709.51</b>
7 COMMERCIAL/MULTI-FAMILY CONTAINERS			
DESCRIPTION OF SERVICES	# of	Cost	Total Monthly
	Customers "A"	Per Cubic Yard "B"	Service Fee "A" times "B"
2 yard 1/week service	75	\$10.82 (*)	\$811.50
2 yard 2/week service	19	\$10.82 (*)	\$205.58
2 yard 3/week service	16	\$10.82 (*)	\$173.12
4 yrd 1/week service	103	\$10.82 (*)	\$1,114.46
4 yard 2/week service	69	\$10.82 (*)	\$746.58
4 yard 3/week service	25	\$10.82 (*)	\$270.50
4 yard 4/week service	8	\$10.82 (*)	\$86.56
4 yard 5/week service	3	\$10.82 (*)	\$32.46
4 yard 6/week service	2	\$10.82 (*)	\$21.64
6 yrd 1/week service	48	\$10.82 (*)	\$519.36
6 yrd 2/week service	34	\$10.82 (*)	\$367.88
6 yard 3/week service	9	\$10.82 (*)	\$97.38
6 yard 4/week service	4	\$10.82 (*)	\$43.28
6 yard 5/week service	8	\$10.82 (*)	\$86.56
6 yard 6/week service	2	\$10.82 (*)	\$21.64
8 yard 1/week service	42	\$10.82 (*)	\$454.44
8 yard 2/week service	62	\$10.82 (*)	\$670.84
8 yrd 3/week service	38	\$10.82 (*)	\$411.16
8 yrd 4week service	14	\$10.82 (*)	\$151.48
8 yrd 5/week service	22	\$10.82 (*)	\$238.04
8 yrd 6/week service	17	\$10.82 (*)	\$183.94
<b>TOTAL</b>			<b>\$6,708.40</b>
(*) As requested in this table, the total monthly have been calculated multiplying "A" times "B". However, the actual total monthly should also include the frequency of collection and the size of the containers			
8 SPECIAL COLLECTION SERVICES			
DESCRIPTION OF SERVICES			
Operation of the City's Conveint Drop-Off Site for Yard and Bulky Waste - 7 days per week 8:00 AM to 5:00 PM, excluding Holidays			
			<b>Annual Cost \$1,838,660.53</b>
DESCRIPTION OF SERVICES			
City litter control			
			<b>Annual Cost \$242,591.58</b>



SPECIAL COLLECTION SERVICES	
9	
DESCRIPTION OF SERVICES	Fee
Rolling out Mechanical Container (and returning to original location)	<b>\$45.00</b>
Opening and closing doors or gates	<b>No Charge</b>
Locks	<b>\$10.00</b>
Unlocking and locking	<b>No Charge</b>
Supplying (and retrofitting locking mechanism	<b>\$50.00</b>
Adding wheels to/ changing wheels on Mechanical Container	<b>No Charge</b>
Adding lids or changing lids	<b>No Charge</b>
Moving container or Roll-Off location per Customer request	<b>\$100.00</b>
Changing residential container size (after 90 days	<b>\$75.00</b>
Disposal of hazardous waste in collection container	<b>Actual cost, but subject to Director's approval</b>
Back Door Service for residential curbside service	<b>\$20.00 additional monthly</b>
<p>*Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form (or elsewhere) is approximate only and not guaranteed by the City. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.</p>	

## B. Eastern Bid Form

<b>Eastern Service District</b>			
Item			
1	<b>RESIDENTIAL CURBSIDE SERVICE</b>		
	DESCRIPTION OF SERVICES	# of Households "A"	Monthly Fee "B"
			Total Monthly Service Fee "A" times "B"
	Solid Waste Collection 1 time per week	33,711	\$12.06
	Recycling 1 time per week	33,711	\$9.67
	Yard Waste 1 time per week (4 cubic yards)	33,711	\$4.01
	Bulky Waste 1 time per month (5 pieces)	33,711	\$1.52
	Tires - four (4) per year	33,711	\$0.72
			<b>TOTAL</b>
			<b>\$943,233.78</b>
2	<b>ADDITIONAL FEES</b>		
	Price to provide and service an additional cart per household		
	Solid Waste Cart		<b>\$6.00 (*)</b>
	Recycling Cart		<b>\$5.00 (*)</b>
	(*) These rates are per household and per month		
3	<b>MULTI- FAMILY CURBSIDE SERVICE</b>		
	DESCRIPTION OF SERVICES	# of Dwellings "A"	Monthly Fee "B"
			Total Monthly Service Fee "A" times "B"
	Solid Waste Collection 1 time per week	100 (*)	\$12.06
	Recycling 1 time per week	100 (*)	\$9.67
	Yard Waste 1 time per week (4 cubic yards)	100 (*)	\$4.01
	Bulky Waste 1 time per month (5 pieces)	100 (*)	\$1.52
	Tires - four (4) per year	100 (*)	\$0.72
	(*) Per request in Addendum 1 - Q19		<b>TOTAL</b>
			<b>\$2,798.00</b>
4	<b>COMMERCIAL CART SERVICE</b>		
	DESCRIPTION OF SERVICES	# of Customers "A"	Monthly Fee "B"
			Total Monthly Service Fee "A" times "B"
	96 Gallon Cart 1/per week/Solid Waste	100	\$21.04
	96 Gallon Cart 2/per week/Solid Waste	100	\$42.07
	96 Gallon Cart 1/per week/Recycle	100	\$11.60
	96 Gallon Cart 2/per week/Recycle	100	\$23.21
			<b>TOTAL</b>
			<b>\$9,792.00</b>
5	<b>ROLL-OFF OPEN TOP CONTAINER</b>		
	DESCRIPTION OF SERVICES	# of Containers "A"	Pull Fee "B"
			Total Monthly Pull Service Fee "A" times "B"
	10 Yard Open Top	2	\$224.99
	15 Yard Open Top	5	\$229.99
	20 Yard Open Top	17	\$234.99
	30 Yard Open Top	4	\$239.99
	40 Yard Open Top	2	\$244.99
			<b>TOTAL</b>
			<b>\$7,044.70</b>

6 MECHANICAL COMPACTORS			
DESCRIPTION OF SERVICES	# of	Monthly Fee "B"	Total Monthly
	Customers "A"		Service Fee "A" times "B"
2 yard 2/week service	2	\$684.83	\$1,369.66
1 yard 2/week service	1	\$342.42	\$342.42
6 yard 4/week service	3	\$4,109.00	\$12,327.00
6 yrd 6/week service	1	\$6,163.50	\$6,163.50
		<b>TOTAL</b>	<b>\$20,202.58</b>

7 COMMERCIAL/MULTI-FAMILY CONTAINERS			
DESCRIPTION OF SERVICES	# of	Cost	Total Monthly
	Customers "A"	Per Cubic Yard "B"	Service Fee "A" times "B"
2 yard 1/week service	87	\$13.18 (*)	\$1,146.66
2 yard 2/week service	62	\$13.18 (*)	\$817.16
2 yard 3/week service	10	\$13.18 (*)	\$131.80
4 yrd 1/week service	113	\$13.18 (*)	\$1,489.34
4 yard 2/week service	102	\$13.18 (*)	\$1,344.36
4 yard 3/week service	26	\$13.18 (*)	\$342.68
4 yard 4/week service	5	\$13.18 (*)	\$65.90
4 yard 5/week service	7	\$13.18 (*)	\$92.26
4 yard 6/week service	0	\$13.18 (*)	\$0.00
6 yrd 1/week service	48	\$13.18 (*)	\$632.64
6 yrd 2/week service	40	\$13.18 (*)	\$527.20
6 yard 3/week service	18	\$13.18 (*)	\$237.24
6 yard 4/week service	3	\$13.18 (*)	\$39.54
6 yard 5/week service	11	\$13.18 (*)	\$144.98
6 yard 6/week service	1	\$13.18 (*)	\$13.18
8 yard 1/week service	32	\$13.18 (*)	\$421.76
8 yard 2/week service	41	\$13.18 (*)	\$540.38
8 yrd 3/week service	29	\$13.18 (*)	\$382.22
8 yrd 4week service	6	\$13.18 (*)	\$79.08
8 yrd 5/week service	10	\$13.18 (*)	\$131.80
8 yrd 6/week service	0	\$13.18 (*)	\$0.00
		<b>TOTAL</b>	<b>\$8,580.18</b>

(\*) As requested in this table, the total monthly have been calculated multiplying "A" times "B". However, the actual total monthly should also include the frequency of collection and the size of the containers

8 SPECIAL COLLECTION SERVICES			
DESCRIPTION OF SERVICES			
Operation of the City's Conveint Drop-Off Site for Yard and Bulky Waste - 6 days per week 8:00 AM to 5:00 PM, excluding Holidays		Annual Cost	\$1,838,660.53
DESCRIPTION OF SERVICES			
City Litter Control		Annual Cost	\$242,591.58

9	SPECIAL COLLECTION SERVICES	
DESCRIPTION OF SERVICES	Fee	
Rolling out Mechanical Container (and returning to original location)	\$45.00	
Opening and closing doors or gates	No Charge	
Locks	\$10.00	
Unlocking and locking	No Charge	
Supplying (and retrofitting) locking mechanism	\$50.00	
Adding wheels to/changing wheels on Mechanical Container	No Charge	
Adding lids or changing lids	No Charge	
Moving container or Roll-Off location per Customer request	\$100.00	
Changing residential container size (after 90 days)	\$75.00	
Disposal of hazardous waste in collection container	Actual cost, but subject to Director's approval	
Back Door Service for residential curbside service	\$20.00 additional monthly	

## TAB 8. REFERENCES



"A City for All Ages"

### ATTACHMENT I – PSL REFERENCE CHECK FORM

Proposer Instructions: Fill out top portion only.

(Please print or type)

RFP Number: 20220061  
 Title: Solid Waste Collection Services

Proposer/Respondent: Fomento de Construcciones y Contratas, S.A. (dba FCC, S.A)

Reference: Orange County Utilities                      Fax #: ()  
 Email: josue.lugo@ocfl.net                              Telephone # (407) 836-6619  
 Person to contact: Josue Lugo

**Reference Instructions:** The above Proposer has given your name to the City of Port St. Lucie as a reference. Please complete the information below and send back to the proposer listed in the box above.

Describe the scope of work of the contract awarded by your firm/entity to this Consultant. What type of services were performed?

What is the size of your agency and what services does your agency provide?

Was the work performed on time and within the specified guidelines?

What problems were encountered (claims)?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Consultant again? Choose an item.

Additional Comments:

Thank you.

Signature from Reference: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_

**Note: Proposer fills out the top box and then submits the form to the Issuing Officer. PSL will send all Reference Checks to the Supplier(s) that are referenced on each Reference Check Form. Proposers shall submit and include all Reference Check Forms fully filled out and completed with their RFP packet by or before the submittal deadline.**



"A City for All Ages"

**ATTACHMENT I – PSL REFERENCE CHECK FORM**

**Proposer Instructions: Fill out top portion only.**

**(Please print or type)**

RFP Number: 20220061  
 Title: Solid Waste Collection Services

Proposer/Respondent: Fomento de Construcciones y Contratas, S.A. (dba FCC, S.A)

Reference: City of Omaha, Nebraska Fax #: (402)444-5248  
 Email: james.theiler@cityofomaha.org Telephone # (402) 444-5225  
 Person to contact: Jim Theiler, P.E.

**Reference Instructions:** The above Proposer has given your name to the City of Port St. Lucie as a reference. Please complete the information below and send back to the proposer listed in the box above.

Describe the scope of work of the contract awarded by your firm/entity to this Consultant. What type of services were performed?

What is the size of your agency and what services does your agency provide?

Was the work performed on time and within the specified guidelines?

What problems were encountered (claims)?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Consultant again? Choose an item.

Additional Comments:

Thank you.

Signature from Reference: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

**Note: Proposer fills out the top box and then submits the form to the Issuing Officer. PSL will send all Reference Checks to the Supplier(s) that are referenced on each Reference Check Form. Proposers shall submit and include all Reference Check Forms fully filled out and completed with their RFP packet by or before the submittal deadline.**





"A City for All Ages"

**ATTACHMENT I – PSL REFERENCE CHECK FORM**  
**Proposer Instructions: Fill out top portion only.**  
**(Please print or type)**

RFP Number: 20220061  
 Title: Solid Waste Collection Services

Proposer/Respondent: Fomento de Construcciones y Contratas, S.A. (dba FCC, S.A)

Reference: Palm Beach County SWA Fax #: (561) 640-3400  
 Email: jarchambo@swa.org Telephone #: (561) 315-2010  
 Person to contact: John Archambo

**Reference Instructions: The above Proposer has given your name to the City of Port St. Lucie as a reference. Please complete the information below and send back to the proposer listed in the box above.**

Describe the scope of work of the contract awarded by your firm/entity to this Consultant. What type of services were performed?

What is the size of your agency and what services does your agency provide?

Was the work performed on time and within the specified guidelines?

What problems were encountered (claims)?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Consultant again? Choose an item.

Additional Comments.

Thank you

Signature from Reference: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

***Note: Proposer fills out the top box and then submits the form to the Issuing Officer. PSL will send all Reference Checks to the Supplier(s) that are referenced on each Reference Check Form. Proposers shall submit and include all Reference Check Forms fully filled out and completed with their RFP packet by or before the submittal deadline.***



"A City for All Ages"

**ATTACHMENT I – PSL REFERENCE CHECK FORM**  
**Proposer Instructions: Fill out top portion only.**  
**(Please print or type)**

RFP Number: 20220061  
 Title: Solid Waste Collection Services

Proposer/Respondent: Fomento de Construcciones y Contratas, S.A. (dba FCC, S.A)

Reference: Village of Wellington                      Fax #: (561) 791-4023  
 Email: jwright@wellingtonfl.gov                      Telephone # (561) 791-4078  
 Person to contact: Jesse Wright

**Reference Instructions:** The above Proposer has given your name to the City of Port St. Lucie as a reference. Please complete the information below and send back to the proposer listed in the box above.

Describe the scope of work of the contract awarded by your firm/entity to this Consultant. What type of services were performed?

What is the size of your agency and what services does your agency provide?

Was the work performed on time and within the specified guidelines?

What problems were encountered (claims)?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Consultant again? Choose an item.

Additional Comments:

Thank you.

Signature from Reference: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Job Title:

**Note: Proposer fills out the top box and then submits the form to the Issuing Officer. PSL will send all Reference Checks to the Supplier(s) that are referenced on each Reference Check Form. Proposers shall submit and include all Reference Check Forms fully filled out and completed with their RFP packet by or before the submittal deadline.**

## TAB 9. ADDITIONAL REQUIRED PROPOSAL SUBMITTAL FORMS

### A. Cone of Silence Form

#### NOTICE TO ALL PROPOSERS

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The **"Cone of Silence"** is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the [City of Port St. Lucie Ordinance 20-15, Section 35.13](#). Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through Mr. Nathaniel Rubel Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to Nathaniel Rubel, Procurement Division Assistant Director with the Procurement Management Department via e-mail to [nrubel@cityofpsl.com](mailto:nrubel@cityofpsl.com), or by phone 772-344-4230. Please reference the Solicitation number on all correspondence to the City.

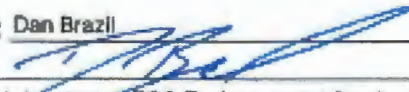
All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

**\*NOTE:** All addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the [DemandStar's Website](#) for retrieval. All notice of intent to award documentation will be published on the [City Clerk's Website](#). Proposers are solely responsible for frequently checking these websites for updates to this solicitation.

**I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.**

Typed Name: Dan Brazil

Signed: 

Company and Job Title: FCC Environmental Services Florida, LLC

Date: 4/18/2022

## B. Contractor's Code of Ethics



"A City for All Ages"

RFP #20220061


### ATTACHMENT K – CONTRACTOR'S CODE OF ETHICS

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

- ◆ A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
  - ◆ A Contractor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
  - ◆ Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
  - ◆ Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- 
- ◆ Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
  - ◆ Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
  - ◆ Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
  - ◆ Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
  - ◆ Contractor must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractor must require their suppliers

(including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- o Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- o Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- o Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer FCC Environmental Services Florida, LLC  
Signature   
Printed Name and Title Dan Brazil - Vice President of Operations

Date 4/18/2022

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

## C. Drug Free Workplace

**ATTACHMENT L  
DRUG-FREE WORKPLACE FORM  
RFP # 20220061  
Solid Waste Collection Services**

The undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that  
FCC Environmental Services Florida, LLC 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 under proposal 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 proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes 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.



\_\_\_\_\_  
Bidder's Signature

4/18/2022

Date: \_\_\_\_\_



## D. E-Verify Form



"A City for All Ages"

### ATTACHMENT M - E-Verify Form

**Supplier/Consultant acknowledges and agrees to the following:**

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract, and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
3. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095 Florida Statutes, during the term of this contract and all attributed renewals.
4. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it must provide immediate notice thereof to the City.

E-Verify Company Identification Number 1655354

Date of Authorization 4/18/2022

Name of Contractor FCC Environmental Services Florida, LLC

Name of Project Solid Waste Collection Services

Solicitation Number (If Applicable) RFP# 20220061

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on April, 18, 2022 in The Woodlands (city), TX (state).

  
 \_\_\_\_\_  
 Signature of Authorized Officer

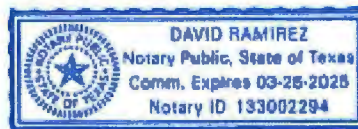
**Dan Brazil - Vice President of Operations**  
 \_\_\_\_\_  
 Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 18 DAY OF April, 2022

NOTARY PUBLIC David Ramirez

My Commission Expires: 03/26/2025



## E. Non-Collusion Affidavit



**ATTACHMENT N - NON-COLLUSION AFFIDAVIT**  
**RFP #20220061**  
**Solid Waste Collection Services**

State of Texas )

County of Montgomery )

Dan Brazil, being first duly sworn, disposes and says that:  
 (Name/s)

1. They are Vice President of Operations of FCC Environmental Services Florida, LLC the Proposer that  
 (Title) (Name of Company)

has submitted the attached PROPOSAL;

2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such PROPOSAL;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) 

(Title) Vice President of Operations



"A City for All Ages"

STATE OF FLORIDA }  
COUNTY OF ST. LUCIE } SS:

The foregoing instrument was acknowledged before me this (Date) 04/18/2022

by: Dan Brazil who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

Commission No. 133002294

Notary Print: David Ramirez

Notary Signature: [Handwritten Signature]



## F. Vendor Certification Regarding Scrutinized Companies' List

Solid Waste Collection Services

P&L RFP #20220061

### ATTACHMENT O VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Vendor Name:	FCC Environmental Services Florida, LLC
Vendor FEIN:	32-0594197
Authorized Representative's Name:	Dan Brazil
Authorized Representative's Title:	Vice President of Operations
Address:	5840 Corporate Way, Suite 250
City, State and Zip Code:	West Palm Beach, FL 33407
Phone Number:	(832) 404-597
Email Address:	dan.brazil@fccenvironmental.com

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

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

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

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

Authorized Signature

Dan Brazil

Print Name

Signature

**Entire City**

Revised 4/13/22

Item

1

**RESIDENTIAL CURBSIDE SERVICE**

DESCRIPTION OF SERVICES	# of Households "A"	Monthly Fee "B"	Total Monthly Service Fee "A" times "B"
Solid Waste Collection 1 time per week	81,242	\$11.00	\$893,662.00
Recycling 1 time per week	81,242	\$8.65	\$702,743.30
Yard Waste 1 time per week (4 cubic yards)	81,242	\$4.06	\$329,842.52
Bulky Waste 1 time per month (5 pieces)	81,242	\$1.45	\$117,800.90
Tires - four (4) per year	81,242	\$0.00	\$0.00
<b>TOTAL</b>			<b>\$2,044,048.72</b>

2

**ADDITIONAL FEES**

Price to provide and service an additional cart per household			
Solid Waste Cart			\$5.98 (*)
Recycling Cart			\$4.99 (*)

(\*) These rates are per household and per month

3

**MULTI- FAMILY CURBSIDE SERVICE**

DESCRIPTION OF SERVICES	# of Dwellings "A"	Monthly Fee "B"	Total Monthly Service Fee "A" times "B"
Solid Waste Collection 1 time per week	200 (*)	\$11.00	\$2,200.00
Recycling 1 time per week	200 (*)	\$8.65	\$1,730.00
Yard Waste 1 time per week (4 cubic yards)	200 (*)	\$4.06	\$812.00
Bulky Waste 1 time per month (5 pieces)	200 (*)	\$1.45	\$290.00
Tires - four (4) per year	200 (*)	\$0.00	\$0.00
<b>TOTAL</b>			<b>\$5,032.00</b>

(\*) Per request in Addendum 1 - Q19

4

**COMMERCIAL CART SERVICE**

DESCRIPTION OF SERVICES	# of Customers "A"	Monthly Fee "B"	Total Monthly Service Fee "A" times "B"
96 Gallon Cart 1/per week/Solid Waste	200	\$19.76	\$3,952.00
96 Gallon Cart 2/per week/Solid Waste	200	\$39.52	\$7,904.00
96 Gallon Cart 1/per week/Recycle	200	\$10.38	\$2,076.00
96 Gallon Cart 2/per week/Recycle	200	\$20.76	\$4,152.00
<b>TOTAL</b>			<b>\$18,084.00</b>

5

**ROLL-OFF OPEN TOP CONTAINER**

DESCRIPTION OF SERVICES	# of Containers "A"	Pull Fee "B"	Total Monthly Pull Service Fee "A" times "B"
10 Yard Open Top	3	\$222.08	\$666.24
15 Yard Open Top	8	\$227.03	\$1,816.24
20 Yard Open Top	31	\$231.98	\$7,191.38
30 Yard Open Top	19	\$236.93	\$4,501.67

40 Yard Open Top	5	\$241.88	\$1,209.40
		<b>TOTAL</b>	<b>\$15,384.93</b>

6

**MECHANICAL COMPACTORS**

DESCRIPTION OF SERVICES	# of		Total Monthly Service Fee "A" times "B"
	Customers "A"	Monthly Fee "B"	
2 yard 2/week service	3	\$586.63	\$1,759.89
1 yard 2/week service	3	\$293.31	\$879.93
6 yard 4/week service	4	\$3,519.77	\$14,079.08
6 yrd 6/week service	2	\$5,279.66	\$10,559.32
		<b>TOTAL</b>	<b>\$27,278.22</b>

7

**COMMERCIAL/MULTI-FAMILY CONTAINERS**

DESCRIPTION OF SERVICES	# of		Total Monthly Service Fee "A" times "B"
	Customers "A"	Cost Per Cubic Yard "B"	
2 yard 1/week service	162	\$11.29 (*)	\$1,828.98
2 yard 2/week service	81	\$11.29 (*)	\$914.49
2 yard 3/week service	26	\$11.29 (*)	\$293.54
4 yrd 1/week service	216	\$11.29 (*)	\$2,438.64
4 yard 2/week service	171	\$11.29 (*)	\$1,930.59
4 yard 3/week service	51	\$11.29 (*)	\$575.79
4 yard 4/week service	13	\$11.29 (*)	\$146.77
4 yard 5/week service	10	\$11.29 (*)	\$112.90
4 yard 6/week service	2	\$11.29 (*)	\$22.58
6 yrd 1/week service	96	\$11.29 (*)	\$1,083.84
6 yrd 2/week service	74	\$11.29 (*)	\$835.46
6 yard 3/week service	27	\$11.29 (*)	\$304.83
6 yard 4/week service	7	\$11.29 (*)	\$79.03
6 yard 5/week service	19	\$11.29 (*)	\$214.51
6 yard 6/week service	3	\$11.29 (*)	\$33.87
8 yard 1/week service	74	\$11.29 (*)	\$835.46
8 yard 2/week service	103	\$11.29 (*)	\$1,162.87
8 yrd 3/week service	67	\$11.29 (*)	\$756.43
8 yrd 4week service	20	\$11.29 (*)	\$225.80
8 yrd 5/week service	32	\$11.29 (*)	\$361.28
8 yrd 6/week service	17	\$11.29 (*)	\$191.93
		<b>TOTAL</b>	<b>\$14,349.59</b>

(\*) As requested in this table, the total monthly have been calculated multiplying "A" times "B". However, the actual total monthly should also include the frequency of collection and the size of the containers

8

**SPECIAL COLLECTION SERVICES**

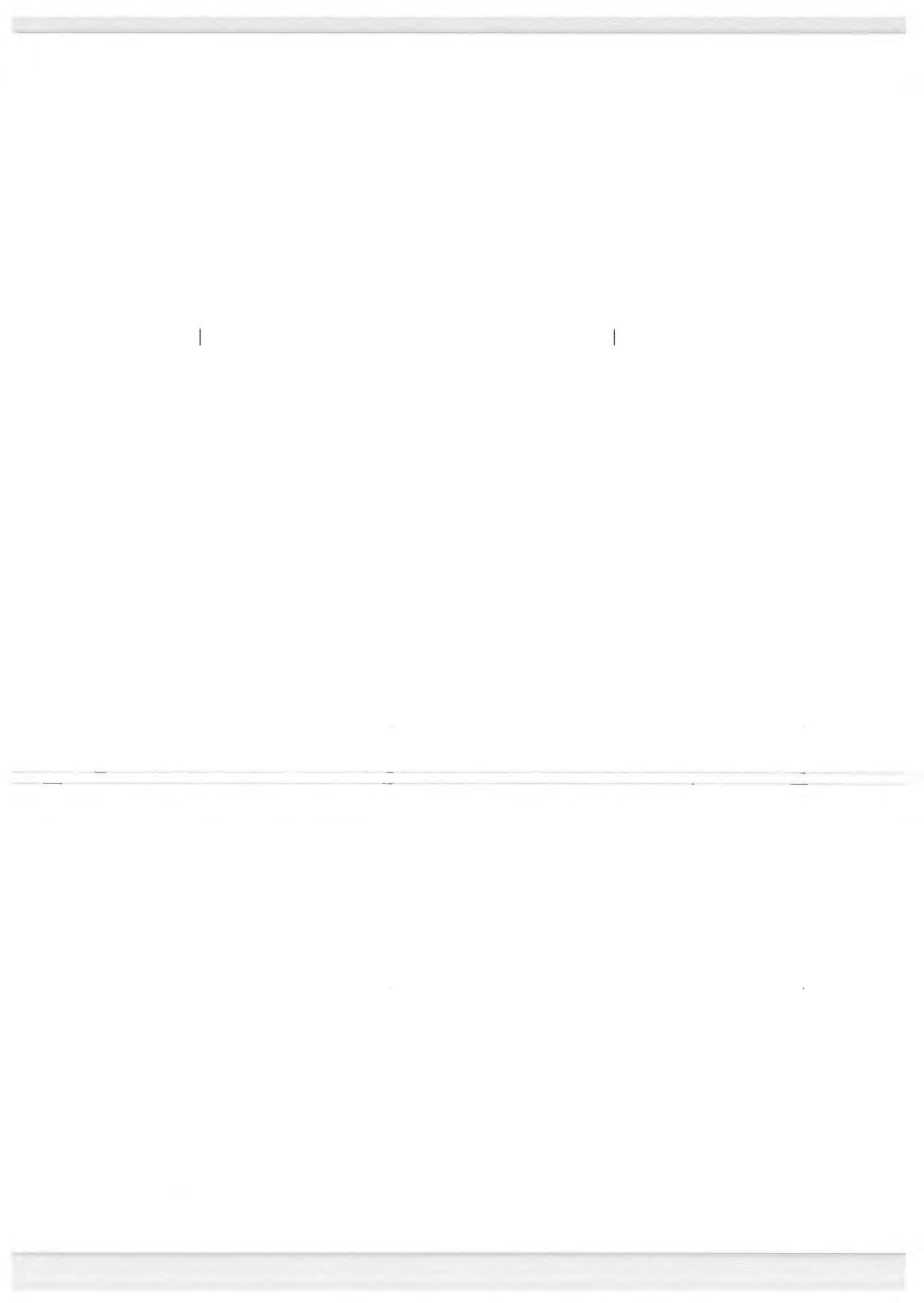
DESCRIPTION OF SERVICES Operation of the City's Conveint Drop-Off Site for Yard and Bulky Wasfe - 6 days per week 8:00 AM to 5:00 PM, excluding Holidays	Annual Cost N/A
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DESCRIPTION OF SERVICES City Litter Control	Annual Cost N/A
--	-----------------

9

**SPECIAL COLLECTION SERVICES**

DESCRIPTION OF SERVICES	Fee
Rolling out Mechanical Container (and returning to original location)	\$45.00
Opening and closing doors or gates	No Charge
Locks	\$10.00
Unlocking and locking	No Charge
Supplying (and retrofitting locking mechanism	\$50.00
Adding wheels to/changing wheels on Mechanical Container	No Charge
Adding lids or cchanging lids	No Charge
Moving container or Roll-Off locationn per Customer request	\$100.00
Changing residential container size (after 90 days	\$75.00
Disposal of hazardous waste in collection container	Actual cost, but subject to Director's approval
Back Door Service for residential curbside service	\$20.00 additional monthly



**Entire City**

Revised 4/13/22

Item  
1

**RESIDENTIAL CURBSIDE SERVICE**

DESCRIPTION OF SERVICES	# of Households "A"	Monthly Fee	Total Monthly Service Fee
		"B"	"A" times "B"
Solid Waste Collection 1 time per week	81,242	\$11.46	\$931,033.32
Recycling 1 time per week	81,242	\$9.01	\$731,990.42
Yard Waste 1 time per week (4 cubic yards)	81,242	\$4.23	\$343,653.66
Bulky Waste 1 time per month (5 pieces)	81,242	\$1.51	\$122,675.42
Tires - four (4) per year	81,242	\$0.00	\$0.00
<b>TOTAL</b>			<b>\$2,129,352.82</b>

2

**ADDITIONAL FEES**

Price to provide and service an additional cart per household			
Solid Waste Cart			\$6.23 (*)
Recycling Cart			\$5.20 (*)

(\*) These rates are per household and per month

3

**MULTI- FAMILY CURBSIDE SERVICE**

DESCRIPTION OF SERVICES	# of Dwellings "A"	Monthly Fee	Total Monthly Service Fee
		"B"	"A" times "B"
Solid Waste Collection 1 time per week	200 (*)	\$11.46	\$2,292.00
Recycling 1 time per week	200 (*)	\$9.01	\$1,802.00
Yard Waste 1 time per week (4 cubic yards)	200 (*)	\$4.23	\$846.00
Bulky Waste 1 time per month (5 pieces)	200 (*)	\$1.51	\$302.00
Tires - four (4) per year	200 (*)	\$0.00	\$0.00
<b>TOTAL</b>			<b>\$5,242.00</b>

(\*) Per request in Addendum 1 - Q19

4

**COMMERCIAL CART SERVICE**

DESCRIPTION OF SERVICES	# of Customers "A"	Monthly Fee	Total Monthly Service Fee
		"B"	"A" times "B"
96 Gallon Cart 1/per week/Solid Waste	200	\$20.58	\$4,116.00
96 Gallon Cart 2/per week/Solid Waste	200	\$41.17	\$8,234.00
96 Gallon Cart 1/per week/Recycle	200	\$10.81	\$2,162.00
96 Gallon Cart 2/per week/Recycle	200	\$21.63	\$4,326.00
<b>TOTAL</b>			<b>\$18,838.00</b>

5

**ROLL-OFF OPEN TOP CONTAINER**

DESCRIPTION OF SERVICES	# of Containers "A"	Pull Fee	Total Monthly Pull Service Fee
		"B"	"A" times "B"
10 Yard Open Top	3	\$231.33	\$693.99
15 Yard Open Top	8	\$236.49	\$1,891.92
20 Yard Open Top	31	\$241.65	\$7,491.15
30 Yard Open Top	19	\$246.80	\$4,689.20



40 Yard Open Top	5	\$251.96	\$1,259.80
		<b>TOTAL</b>	<b>\$16,026.06</b>

6

**MECHANICAL COMPACTORS**

DESCRIPTION OF SERVICES	# of	Monthly Fee "B"	Total Monthly Service Fee "A" times "B"
	Customers "A"		
2 yard 2/week service	3	\$611.05	\$1,833.15
1 yard 2/week service	3	\$305.52	\$916.56
6 yard 4/week service	4	\$3,666.30	\$14,665.20
6 yrd 6/week service	2	\$5,499.45	\$10,998.90
		<b>TOTAL</b>	<b>\$28,413.81</b>

7

**COMMERCIAL/MULTI-FAMILY CONTAINERS**

DESCRIPTION OF SERVICES	# of	Cost Per Cubic Yard "B"	Total Monthly Service Fee "A" times "B"
	Customers "A"		
2 yard 1/week service	162	\$11.76 (*)	\$1,905.12
2 yard 2/week service	81	\$11.76 (*)	\$952.56
2 yard 3/week service	26	\$11.76 (*)	\$305.76
4 yrd 1/week service	216	\$11.76 (*)	\$2,540.16
4 yard 2/week service	171	\$11.76 (*)	\$2,010.96
4 yard 3/week service	51	\$11.76 (*)	\$599.76
4 yard 4/week service	13	\$11.76 (*)	\$152.88
4 yard 5/week service	10	\$11.76 (*)	\$117.60
4 yard 6/week service	2	\$11.76 (*)	\$23.52
6 yrd 1/week service	96	\$11.76 (*)	\$1,128.96
6 yrd 2/week service	74	\$11.76 (*)	\$870.24
6 yard 3/week service	27	\$11.76 (*)	\$317.52
6 yard 4/week service	7	\$11.76 (*)	\$82.32
6 yard 5/week service	19	\$11.76 (*)	\$223.44
6 yard 6/week service	3	\$11.76 (*)	\$35.28
8 yard 1/week service	74	\$11.76 (*)	\$870.24
8 yard 2/week service	103	\$11.76 (*)	\$1,211.28
8 yrd 3/week service	67	\$11.76 (*)	\$787.92
8 yrd 4week service	20	\$11.76 (*)	\$235.20
8 yrd 5/week service	32	\$11.76 (*)	\$376.32
8 yrd 6/week service	17	\$11.76 (*)	\$199.92
		<b>TOTAL</b>	<b>\$14,946.96</b>

(\*) As requested in this table, the total monthly have been calculated multiplying "A" times "B". However, the actual total monthly should also include the frequency of collection and the size of the containers

8

**SPECIAL COLLECTION SERVICES**

DESCRIPTION OF SERVICES Operation of the City's Conveint Drop-Off Site for Yard and Bulky Waste - 6 days per week 8:00 AM to 5:00 PM, excluding Holidays	Annual Cost N/A
DESCRIPTION OF SERVICES City Litter Control	Annual Cost N/A

9

**SPECIAL COLLECTION SERVICES**

DESCRIPTION OF SERVICES	Fee
Rolling out Mechanical Container (and returning to original location)	\$45.00
Opening and closing doors or gates	No Charge
Locks	\$10.00
Unlocking and locking	No Charge
Supplying (and retrofitting locking mechanism	\$50.00
Adding wheels to/changing wheels on Mechanical Container	No Charge
Adding lids or cchanging lids	No Charge
Moving container or Roll-Off locationn per Customer request	\$100.00
Changing residential container size (after 90 days	\$75.00
Disposal of hazardous waste in collection container	Actual cost, but subject to Director's approval
Back Door Service for residential curbside service	\$20.00 additional monthly