

CITY OF KEY WEST

**INVITATION TO BID (ITB) # 14-009 FOR
SOLID WASTE COLLECTION AND PROCESSING SERVICES**



Release Date:	Thursday, January 9, 2014
Mandatory Pre-bid Meeting:	Wednesday, January 29, 2014 9:00 a.m.
Non-Mandatory Site Visit:	Wednesday, January 29, 2014, 1:00 p.m.
Questions Deadline:	Wednesday, February 12, 2014 3:00 p.m.
Due:	Wednesday, February 26, 2014 3:00 p.m.



January 9, 2014

TO: All Prospective Bidders
SUBJECT: City of Key West ITB #14-009 Solid Waste Collection and Processing Services

ISSUE DATE: January 9, 2014
PRE-BID CONFERENCE: 9:00 a.m. on January 29, 2014 (MANDATORY)
SITE VISIT: 1:00 p.m. on January 29, 2014 (NON-MANDATORY)
DEADLINE FOR QUESTIONS: 3:00 p.m. on February 12, 2014
DUE DATE: 3:00 p.m. on February 26, 2014

DELIVER PROPOSALS TO: City Clerk's Office
City of Key West
3126 Flagler Avenue
Key West, FL 33040

City of Key West ITB #14-009 Solid Waste Collection Services contains the following documents:

- a. Cover Letter (1 pg)
- b. Bid Document (15 pgs)
- c. Submission Forms (17 pgs)
 - Bid Form
 - Minimum Qualifications and Reference Form
 - Anti-Kickback Affidavit
 - Indemnification Form
 - Local Vendor Certification
 - Equal Benefits for Domestic Partnerships Affidavit
 - Public Entity Crimes Statement
 - Cone of Silence Affidavit
- d. Attachments
 - Attachment A Draft Contract (48 pgs)
 - Attachment B Current Service Fees (2 pgs)
 - Attachment C Service Area Map (1 pg)
 - Attachment D RAPIDGate Information (26 pgs)
 - Attachment E Ordinance No. 13-11 (Cone of Silence) (8 pgs)

Please note Price forms, Transfer Station documents, and the City's Solid Waste Master Plan (SWMP) are available electronically to Bidders at the City's Purchasing Department website, accessible at www.keywestcity.com or www.demandstar.com. Please review your bid package to ensure it contains the documents listed above. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s). Bidders submitting proposals should ensure that all documents are completed, certified, and returned as instructed.

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

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Enclosure

ITB# 14-009

TABLE OF CONTENTS

SECTION 1	INSTRUCTIONS AND PROCEDURES	3
1.1	Purpose	3
1.2	Schedule	3
1.3	Due Diligence, Informed Site Visits	3
1.4	Bid Format	4
1.5	Bid Submittal	4
1.6	Clarifications	5
1.7	Questions, Addenda	5
1.8	Cone of Silence	5
1.9	Bid Bond	6
1.10	Reserved Rights of the City	6
1.11	Bid Review and Contract Award	6
SECTION 2	CURRENT SERVICES AND TONNAGE	7
2.1	Collection Services	7
2.2	Transfer Station Operations	8
SECTION 3	SCOPE OF SERVICES	9
3.1	Contract Term	9
3.2	Residential Collection Service	9
3.3	Commercial Collection Service	11
3.4	Non-Exclusive collection services	11
3.5	Additional Collection Services	11
3.6	education and Recycling targets	11
3.7	Service Verification System	11
3.8	Collection Services Billing	12
3.9	Designated Facility	12
3.10	Recyclables, White Goods, and Yard Waste Processing Services	12
3.11	Transfer Station Operations	12
3.12	Transfer Station Operations Billing	13
SECTION 4	BID SUBMITTAL CONTENT	13
4.1	Minimum Qualifications	13
4.2	Proposed Cost	14
4.3	Anti-kickBack	14
4.4	Indemnity	15
4.5	Local Preference	15
4.6	Domestic Partner Benefits	15
4.7	Public Entity Crimes Statement	15
4.8	Cone of Silence Affidavit	16
4.9	City of Key West Business License Tax Receipt	16
SECTION 5	SUBMISSION FORMS	16

Attachment A Draft Contract
Attachment B Existing Fee Schedule
Attachment C Service Area Map
Attachment D RAPIDGate Information
Attachment E Ordinance No. 13-11 (Cone of Silence)

SECTION 1 INSTRUCTIONS AND PROCEDURES

1.1 PURPOSE

The City of Key West, Florida (hereinafter referred to as the "City") is soliciting bids from responsive and responsible Bidders for award of a seven (7) year Franchise Agreement (herein referred to as "Contract") to provide the following services:

- (1) Exclusive Residential Collection Service including collection of residential Solid Waste, Program Recyclables, Yard Waste, and Bulk Waste, with delivery of Solid Waste, Program Recyclables and Bulk Waste to the City Transfer Station. The selected Bidder (Contractor) may be required to provide Residential Collection Service to residential units located on the U.S. Naval Air Station (NAS) Key West; however, NAS Key West may opt out of this service.
- (2) Exclusive Commercial Collection Service including collection of commercial Solid Waste and delivery to the City Transfer Station.
- (3) Non-exclusive collection of Recyclables from Commercial Customers, (this service is not exclusive to the selected Bidder), with defined participation targets.
- (4) Non-exclusive collection of Recyclables and Solid Waste at special events.
- (5) Processing of Recyclables, White Goods, and segregated Yard Waste for beneficial reuse.
- (6) Monthly HHW/E-Waste collection events, including lawful transport, processing, and disposal of collected materials.
- (7) **Optional Services:** The City is considering privatizing operation of the City Transfer Station. This City reserves the right to decide whether or not to include operation of the City Transfer Station in the final contract award. This will be a policy decision made by City Commission based on what is deemed to be in the best interest of the City. Should the City decide to award operation of the City Transfer Station, it shall be included in a single contract with the selected Bidder for both collection and transfer station services.

Definitions used in this Invitation to Bid (ITB) are as defined in **Attachment A**, Draft Contract.

1.2 SCHEDULE

The following schedule will be followed for this ITB. Firms not in attendance at the **mandatory** pre-bid conference shall be considered non-responsive and shall be disqualified from the bid process.

MANDATORY PRE-BID CONFERENCE:	9:00 a.m. on January 29, 2014
NON-MANDATORY SITE VISIT:	1:00 p.m. on January 29, 2014
DEADLINE FOR QUESTIONS:	3:00 p.m. on February 12, 2014
DUE DATE:	3:00 p.m. on February 26, 2014

The mandatory pre-bid conference will be held at Old City Hall located at 510 Greene Street, Key West, Florida, 33040. The non-mandatory site visit at the City of Key West Transfer Station, located at 145 Industrial Drive, Rockland Key, Florida, 33041, will take place at 1:00 p.m. on the same day.

1.3 DUE DILIGENCE, INFORMED SITE VISITS

Bidders are responsible for familiarizing themselves with the City and the City's Solid Waste Master Plan (SWMP) prior to preparation of submittals. Accessibility in certain areas of the City is limited. It is the responsibility of Bidders to perform due diligence in determining the proper equipment necessary to provide services as required by this ITB including, but not limited to, collection vehicles capable of providing service in narrow streets and alleys and capable of being regularly transported by boat to and

from the island of Sunset Key. Bidders are expected to prepare submittals based on their professional industry knowledge and experience.

Upon coordination with City staff, Bidders may arrange for additional visits to the City Transfer Station for informational purposes. Failure to do so will in no manner relieve the Bidder from furnishing materials or services that may be required to carry out and complete the Contract in accordance with the intent of the specifications listed herein. The City will cooperate in arranging all reasonable requests for scheduling these visits, but not less than two (2) weeks prior to the bid due date. For site visits, contact Jay Gewin at jgewin@keywestcity.com.

1.4 BID FORMAT

Bids submitted in response to this ITB must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the bid.

Bidder shall submit one (1) clearly identified original, three (3) copies, and one (1) electronic copy on a CD or flash drive of its bid in a sealed package following the instructions specified in Section 1.5 of this ITB, Bid Submittal. Bids should be printed double-sided on paper with at least thirty percent (30%) post-consumer recycled-content. Bids shall be submitted stapled or with a binder clip; no notebooks, binding, or section dividers shall be used.

The City requires a uniform bid format to ensure that all bids are fairly evaluated. Please reference bid sections as listed below. Bidders may provide additional information as requested at the end of such section or form, including any financial reports provided to document financial capability. Additional information shall not exceed twenty (20) pages in total (a single sheet of paper printed double-sided is considered two pages).

- Transmittal Letter
- Bid Bond
- Submission Information
- Bid Form
- Price Form
- Minimum Qualifications & Reference Form (with documentation)
- Additional Requirements
- Anti-Kickback Affidavit
- Indemnification Form
- Local Vendor Certification
- Public Entity Crimes Statement
- Equal Benefits for Domestic Partnerships Affidavit
- Cone of Silence Affidavit

1.5 BID SUBMITTAL

Bids should be submitted to the City Clerk's Office by the date and time specified on the cover letter (Page 1). Bids received after this date and time will be returned to the sender unopened and will not be considered. Bids must be sealed and the following information shall be clearly printed on the outer wrapping: business address and "ITB # 14-009 for Solid Waste Collection and Processing Services." Bids must be mailed or hand delivered to the following address. Bids submitted by facsimile or e-mail or in pencil shall not be accepted.

City Clerk's Office
City of Key West
3126 Flagler Ave.
Key West, FL 33040
(305)-809-3834

It is anticipated that bids will be opened at 3:00 p.m. on the due date. In accordance with Florida Statutes, Section 119.071 as amended, bids are exempt from public disclosure until such time as the City provides notice of intended award or thirty (30) days after the opening, whichever is earlier.

Bidders shall be fully acquainted with the conditions relating to the execution of work required in this ITB. Bidders are to thoroughly examine the Draft Contract provided in **Attachment A**. Failure of the Bidder to become acquainted with existing conditions and the scope of services will in no way relieve the Bidder of any obligation with respect to its submittal.

Bids may be withdrawn or modified if requested in writing and signed by a person duly authorized to do so and received at the above address prior to the deadline for submitting bids. All bids shall remain in effect for a period of one hundred and eighty (180) days after the last day on which bids must be submitted.

1.6 CLARIFICATIONS

The City reserves the right to obtain clarification of any point in a Bidder's submittal or to obtain additional information necessary to evaluate a bid properly. Failure of a Bidder to respond to such a request for additional information or clarification may result in rejection of the Bidder's submittal. The City's retention of this right shall in no way reduce the responsibility of Bidders to submit a complete, accurate, and clear bid.

1.7 QUESTIONS, ADDENDA

Questions regarding the bid must be submitted in writing to Jay Gewin, Utilities Manager via e-mail at jgewin@keywestcity.com, or mail at PO Box 1409, Key West, FL 33041. Questions must be received before 3:00 p.m. local time on February 12, 2014. All modifications or clarifications to this ITB shall be by addenda provided in writing at the City's Purchasing Department website, accessible at www.keywestcity.com or www.demandstar.com, as well as to the same businesses to which the original solicitation documents were mailed or otherwise provided. Bidders shall not rely upon oral representations or discussions with City staff, officials, or the City's consultants.

1.8 CONE OF SILENCE

Per Section 2-773 of the City's Code of Ordinances provided in Attachment E, a cone of silence is hereby imposed and made applicable to this ITB. The cone of silence shall become effective from the time this ITB is advertised, and shall terminate at the time that the City Commission makes final award or gives final approval of a contract, rejects all bids or responses, or takes other action which ends the competitive solicitation. During the effective time period of the cone of silence, any person or entity that submits a bid, or that will be subject to evaluation under the terms of this ITB, shall not have any communication with other potential Bidders, members of the City Commission, the City Manager, Mayor, or other professional City staff relative to this ITB, except as may be required during such pre-bid meetings, presentations or interviews or contract negotiations that are part of the bid process. Bidders who violate the cone of silence shall be subject to automatic disqualification from further consideration.

1.9 BID BOND

Each submittal must be accompanied by the Bidder's money order, cashier's check, certified check, or bid bond made payable to the City of Key West in the amount of fifty thousand dollars (\$50,000). This amount will serve as bid surety and will be forfeited to the City as liquidated damages in the event an award is made and the necessary Contract documents and bonds are not promptly and properly executed as required. All bid surety monies submitted to the City will be held until such time as a Contract satisfactory to the City has been awarded to a successful Bidder. At that time, bid surety will be returned to all Bidders.

1.10 RESERVED RIGHTS OF THE CITY

The City reserves the right to cancel this ITB or to reject any or all bids in whole or in part when it is in the best interest of the City. The City further reserves the right to waive any informalities or irregularities in any bids received, to re-advertise the ITB with or without changes in the scope of work, to award a Contract in whole or in part, or take any other such actions that may be deemed to be in the best interest of the City.

1.11 BID REVIEW AND CONTRACT AWARD

All bids will first be reviewed for completeness and to confirm the Bidder has adequately documented that it meets the minimum qualifications specified in Section 4.1 of this ITB. A Bidder that does not meet the minimum qualifications will not be considered responsive and responsible, and the Bidder's submittal will not be considered for award.

Bidders must provide pricing for all collection services and processing services. This includes two (2) Residential Collection Service Options, additional collection services, and processing services for Yard Waste and Recyclables. Bids submitted without pricing for these services will not be considered for award.

The City Commission will select the Residential Collection Service Option to be implemented, which will be a policy decision, and might not be based solely on price.

Bidders may also submit pricing for City Transfer Station operation services; however, Bidders are not required to do so. This City reserves the right to decide whether or not to include operation of the City Transfer Station in the final contract award. This will be a policy decision made by City Commission based on what is deemed to be in the best interest of the City.

The Contract shall be awarded to the responsive and responsible Bidder offering the lowest combined price for collection and processing services for the Collection Service Option selected by the City Commission. Should the City decide to award City Transfer Station operation services, it shall be in conjunction with collection and processing services. Nothing herein shall prevent the City from negotiating pricing for City Transfer Station services with the responsive and responsible Bidder offering the lowest combined price for collection and processing services. The City will not award an independent contract for operation of the City Transfer Station.

Preference for local business establishments may be granted as specified in Section 4.5. The final Contract award is subject to the approval of the City Commission.

The acceptance of the Bid will be by written notice of award, mailed to the office designated in the bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable insurance certificate(s), performance bond, and evidence of holding required licenses and certificates, the City may award the Contract to the next lowest responsive, responsible bidder for selected service options.

SECTION 2 CURRENT SERVICES AND TONNAGE

Historical information provided in this section is for informational purposes only.

2.1 COLLECTION SERVICES

The City currently has an exclusive franchise agreement with Waste Management of Florida, Inc. (WM). Current contract provisions include the exclusive collection of residential and commercial solid waste, residential recyclable materials, and residential bulk and yard waste, and the processing of recyclables and segregated yard waste. The agreement expires December 31, 2014. The existing residential and commercial fee schedules are provided in **Attachment B**. The City maintains a separate contract with WM for the transport and disposal of Solid Waste, which expires March 31, 2018.

A map of the service area is provided in **Attachment C**. The service area currently includes approximately 13,639 residential units including 737 residential units on NAS Key West, and 2,100 non-curbside residential units. Approximately 1,500 commercial customers receive solid waste collection service, about 21% of which also receive some level of recycling service. These estimates are provided for ITB purposes only; the City makes no guarantee as to the number of customers that will be serviced.

Current residential collection service includes the following:

- Once per week collection of solid waste in contractor-provided and maintained 96-gallon, 65-gallon, and 32-gallon carts, as well as resident-provided containers.
- Once per week collection of single stream recyclables in City-provided and contractor-maintained 65-gallon recycling carts, contractor-provided and maintained 18 gallon recycling bins, and resident-provided containers. Most residential units utilize carts; however, approximately 500 to 1,000 residential units utilize recycling bins due to space limitations.
- Once per week collection of segregated yard waste in customer-provided containers.
- On-call pick-up of bulk waste placed in accordance with the City's Code of Ordinances.

Current non-curbside residential collection service includes collection of solid waste from contractor-provided and maintained carts, dumpsters, and compactor units, and collection of recyclables from City-provided and contractor-maintained recycling carts or contractor-provided and maintained dumpsters at a frequency negotiated between the customer and the contractor.

Current commercial service includes the following:

- Collection of solid waste in contractor-provided and maintained carts (32, 65, and 96 gallons), dumpsters, compactors, or roll-offs, at least once per week at a frequency negotiated between the contractor and the customer. Because of space considerations, at least 100 commercial customers share compactors.
- Non-exclusive collection of recyclable materials in contractor-provided and maintained bins, carts or larger containers at a frequency negotiated between the customer and the contractor.

Additional services include the following:

- Collection of solid waste and recyclables from public containers.
- Monthly household hazardous waste and electronic waste collection events, including transport and disposal of all collected materials.
- Processing of recyclables, white goods, and yard waste, including all associated costs.

The City bills and collects payment from residents for collection and disposal services, and remits payment to WM for collection service monthly. WM is responsible for billing and collecting payment from

commercial customers for collection and disposal services. WM remits one hundred percent (100%) of disposal fees collected from commercial customers to the City on a monthly basis. WM collection vehicles providing service under the current contract tip at the City Transfer Station at no cost.

The quantities of solid waste, yard waste, bulk waste, and recyclables collected from 2010 through 2013 are as follows:

FY Year	Solid Waste & Yard Waste ¹ (tons)	Yard Waste ¹ (tons)	Bulk Waste (tons)	White Goods (tons)	Recyclables (tons)
2013	40,466	1,336	625	11	4,059
2012	42,507	999	547	6	3,587
2011	40,226	707	517	38	3,239

¹ Prior to July 29, 2013, residential solid waste and yard waste were collected commingled.

2.2 TRANSFER STATION OPERATIONS

The City currently owns and operates the City Transfer Station, which opened in 2009. Materials accepted at the facility include residential and commercial materials collected by WM pursuant to the City's current contract, as well as solid waste, recyclables, bulk waste, scrap metals and white goods, tires, and construction and demolition debris delivered by residents and commercial businesses. Transfer Station grounds include fully paved ingress and egress roads, a scale house, an administration building including maintenance garage, a stand-alone two-bay garage, and a waste transfer building, all located within a fully fenced perimeter. The facility is designed and permitted to process 350 tons per day, but typically receives approximately 160 tons per day. The waste transfer tipping floor is located above grade to provide for loading bays slightly below grade. The facility has two drive-through outbound loading bays located to the east and west ends of the tipping floor. Once a tare weight is recorded, transfer tractor-trailers enter the loading bay from the rear through overhead doors. Once loaded, transfer tractor-trailers exit the front of the loading bay and proceed to the scale for outbound weighing. The tipping floor is fully enclosed, utilizing two 25-foot overhead doors for entry and exit of waste delivery vehicles. According to the City Transfer Station Operations and Maintenance Manual (O&M Manual) approved by the Florida Department of Environmental Protection (FDEP), these doors can only be opened when a vehicle enters or exits the tipping floor and must remain closed at all other times. The purpose of keeping these doors closed is to prevent the attraction of birds that could interfere with U.S. Navy aircraft operations in the immediate area.

A list of City-owned loading equipment and description of Transfer Station staff positions can be found in Section 3.10. For additional information pertaining to facility and operational specifications, including operating hours, Bidders should refer to the Transfer Station documents provided by the City electronically at the City's Purchasing Department website, accessible at www.keywestcity.com, or www.demandstar.com.

Inbound tonnage at the City Transfer Station for fiscal years 2010-2013 is provided below. Bidders should note that segregated collection of residential Solid Waste and Yard Waste began in July of 2013.

Inbound Materials	Tons			
	FY2010	FY2011	FY2012	FY2013
Commingled Solid Waste and Yard Waste	42,669	42,697	45,442	43,207
Segregated Yard Waste	1,433	1,025	1,543	1,971
Recyclables	3,273	3,566	3,884	4,334
Bulk Waste	712	816	878	928
Tires	80	80	73	60
Metal & White Goods	334	160	119	145
Construction & Demolition Debris	508	448	821	663
TOTAL	49,009	48,792	52,760	51,308

SECTION 3 SCOPE OF SERVICES

This section describes the primary services to be provided by the selected Bidder (Contractor). **Attachment A** provides a Draft Contract in which definitions, service and payment requirements, and other Contract terms and conditions are provided. Bidder should assume all terms and conditions in the final Contract will be as outlined in the Draft Contract. The City anticipates revising the draft only to reflect the service options selected by the City Commission.

3.1 CONTRACT TERM

The Contractor shall begin collection services on January 1, 2015. The term of the Contract shall be for a period of seven (7) years, thus expiring at the end of the day on December 31, 2021. At the option of the City and subject to approval by the City Commission, the Contract may be renewed for two (2) additional terms of four (4) years under the same terms and conditions as the initial term, including amendments. The City will consider the Contractor's performance when deliberating renewal, including complaint history, achievement of commercial recycling targets, and participation by the Contractor in community partnership activities that promote waste diversion in accordance with the City's Solid Waste Master Plan.

3.2 RESIDENTIAL COLLECTION SERVICE

The City is considering two (2) different service options for curbside Residential Collection Service as outlined below. All service level options shall be addressed in the same bid.

Curbside Residential Service Option 1:

For this option, the City requires the current collection schedule to be maintained. Bidders should refer to Attachment C for a map depicting the current collection schedule.

- a. Residential Solid Waste collection once per week in City-provided and Contractor-maintained 96-gallon Garbage Carts equipped with radio frequency identification (RFID) technology; 65-gallon and 35-gallon Garbage Carts shall be available upon request. Residents may use additional resident-provided containers as necessary.
- b. Residential Program Recyclables collection in a Single Stream, once per week, on the same day as Solid Waste Collection, in City-provided and Contractor-maintained 65-gallon Recycling Carts equipped with RFID technology; 35-gallon Recycling Carts or Contractor-provided and maintained 18 gallon Recycling Bins equipped with RFID technology shall be available upon request due to space limitations. Residents may also use additional resident-provided containers as necessary.

- c. Residential Yard Waste collection once per week, on the same day as Solid Waste Collection, in resident-provided containers. Resident-provided containers may not exceed 40 gallons in size, limbs and branches may not exceed 4 feet in length, 6 inches in diameter or 50 pounds in weight. Collection of Yard Waste not meeting these requirements may be requested for an additional fee.
- d. Residential Bulk Waste collection on-call, within four (4) calendar days of request by a residential Customer or within four (4) calendar days of when noted by the Contractor's employee during a regularly scheduled collection route. Collection of excessive amounts of Bulk Waste associated with vacancies or clean outs may be requested for an additional fee.

Curbside Residential Service Option 2:

Should the City select this Option, a second Solid Waste collection day would be added at least two (2) days between Solid Waste collection days.

- a. Residential Solid Waste collection twice per week in City-provided and Contractor-maintained 96-gallon Garbage Carts equipped with RFID technology; 65-gallon and 35-gallon Garbage Carts shall be available upon request. Residents may use additional resident-provided containers as necessary.
- b. Same as Residential Option 1.
- c. Same as Residential Option 1.
- d. Same as Residential Option 1.

The Contractor shall provide door-side service to residents that for health reasons cannot transport their Solid Waste or Recyclables to the curb. The need for this service will be determined by the City Manager or designee. No additional monies shall be due to the Contractor for door-side service. Currently, no Residential Units receive door-side service.

If requested, the Contractor shall provide Residential Collection Services to Residential Units located on the NAS Key West; however, NAS Key West has the right to contract with another entity for this service. Should the Contractor provide service to NAS Key West, the Contractor shall, at no cost to the City, be required to enroll in and meet the requirements of the NAS Key West *RAPIDGate* Program. Bidders should review the information provided in **Attachment D** for additional information.

All collection vehicles used for Residential Collection Service shall be new at the commencement of service.

For both Residential Service Options, Collection Service for non-curbside Residential Units shall include the following:

- a. Collection of Solid Waste in Contractor-provided and maintained Containers or Customer-provided Compactors at least once per week at a frequency negotiated by the residential property owner/manager and the Contractor.
- b. Collection of Single Stream Program Recyclables from participating non-curbside residential complexes in City-provided and Contractor-maintained Carts, Contractor-provided and maintained Containers, or Customer-provided Compactors at a frequency negotiated by the residential property owner/manager and the Contractor.
- c. Collection of Yard Waste from participating non-curbside residential complexes in Contractor-provided and maintained Containers at a frequency negotiated by the residential property owner/manager and the Contractor.

The Contractor shall provide Collection Services as requested by the residential property owner/manager at the residential unit rate as bid, including Container rental and maintenance.

3.3 COMMERCIAL COLLECTION SERVICE

Commercial Collection Service shall include collection of Solid Waste in Contractor-provided and maintained Containers or Customer-provided Compactors. The Commercial Customer and the Contractor shall mutually agree upon the Container type, size, number, placement and days of service. Where mutual agreement is not reached, the City Representative shall make any final determinations. All collection vehicles and Containers utilized for Commercial Collection Service shall be new at the commencement of service.

3.4 NON-EXCLUSIVE COLLECTION SERVICES

The Contractor is not granted the exclusive right to collect Yard Waste from Commercial Customers, C&D Debris, or Contractor-Generated Waste. The Contractor may provide these services at competitive rates that shall not be controlled by the Contract. Residential Customers may place small amounts of containerized C&D Debris resulting from minor home improvement projects in their Garbage Carts as part of regular Residential Collection Service.

The Contractor is not granted the exclusive right to collect commercial Recyclable Materials; however, the Contractor is required to provide collection of Commercial Recyclables upon request by Commercial Customers at rates not to exceed the collection portion of rates charged for collection of Solid Waste, as specified in Articles 6.2 of **Attachment A**. The types of Recyclable Materials collected from Commercial Customers shall, at a minimum, include the same types of Recyclables collected from residents. Container sizes available for collection of Recyclables shall be the same as those available for collection of Solid Waste. Bidders should also refer to Article 13 of **Attachment A** for additional details concerning commercial recycling requirements.

The City requires recycling at all special events per Ordinance No. 02-29; however, the Contractor is not granted the exclusive right to provide these services. Upon request, the Contractor shall provide Collection Services at special events in paired Solid Waste and Recyclable Containers provided and maintained by the Contractor. Rates for Collection Services at special events shall be negotiated by the event-coordinator or sponsor and the Contractor, and shall not exceed rates for Commercial Collection Services. Any disputes regarding rates shall be resolved by the City. This in no way limits the Contractor's ability to provide pro bono Collection Services at special events.

3.5 ADDITIONAL COLLECTION SERVICES

The Contractor shall, at no cost to the City, provide collection of Solid Waste and Program Recyclables from City Hall. Additionally, the Contractor shall, at no cost to the City, provide monthly HHW/E-Waste Collection Events. The Contractor will be responsible for the proper handling and disposal of all materials collected at said events. The Contractor will also be required to provide collection services for City-owned containers on streets and public areas at pickup-per-container rates as bid.

3.6 EDUCATION AND RECYCLING TARGETS

The Contractor shall be an active partner in working with the City to comply with and meet the objectives of the City's Solid Waste Master Plan dated August 2012. Customer education is an integral part of achieving the City's goals. As such, the Contractor is responsible for familiarizing itself with the City's Solid Waste Master Plan and meeting the requirements of Article 13 of **Attachment A**.

3.7 SERVICE VERIFICATION SYSTEM

The Contractor shall provide and maintain a service verification system with web-based access. Service verification software must be compatible with RFID technology currently employed by the City, and shall be capable of providing map-based location visibility of Carts and collection vehicles operated in real time. Service verification software must also provide an asset management database through which the

movement of all Residential Garbage and Recycling Carts shall be reported and tracked, including deliveries, removals, exchanges, repairs and other information necessary to manage cart assets. The system shall be free of any requirements for the City to install or support any back-office software for collection and delivery of data. The Contractor is responsible for all associated software costs and maintenance. Bidders should review Article 9.3 of **Attachment A** for additional details.

3.8 COLLECTION SERVICES BILLING

The City will bill and collect payment for Residential Collection Service, including collection and disposal fees. The City will remit the collection fees to the Contractor monthly. The Contractor shall bill and collect payment for Commercial Collection Service, including collection and disposal fees. The Contractor shall remit all disposal fees to the City monthly, as specified in Article 15 of **Attachment A**.

3.9 DESIGNATED FACILITY

The Contractor shall deliver all Solid Waste, Program Recyclables and Bulk Waste collected pursuant to the Contract to the City Transfer Station located at 145 Industrial Drive, Rockland Key, Florida 33041. The Contractor may, but is not required to, deliver Yard Waste and Commercial Recyclables collected pursuant to the Contract to the City Transfer Station. The Contractor shall not pay tip fees at the Transfer Station for materials for which the City receives disposal fees through regular service rates.

3.10 RECYCLABLES, WHITE GOODS, AND YARD WASTE PROCESSING SERVICES

The Contractor shall be responsible for the processing of all Recyclables, White Goods, and Yard Waste collected pursuant to the Contract and/or received at the City Transfer Station, including those delivered to the City Transfer Station by residents and businesses. Recyclables and White Goods shall be processed at a licensed processing facility of the Contractor's choosing. Yard Waste shall be processed for beneficial reuse, including, but not limited to, composting. The Contractor shall be responsible for all costs associated with processing, transporting and marketing of said materials. The Contractor is also responsible for the remittance of revenue to the City on a monthly basis for each Ton of Program Recyclables and White Goods as specified in Exhibit 3 of **Attachment A**.

3.11 TRANSFER STATION OPERATIONS

The City is considering privatizing operation and management of the City Transfer Station as part of this ITB. Should the City include operation of the City Transfer Station in the final contract award, the Contractor shall be responsible for all costs and expenses associated with operating and maintaining the Transfer Station except scale house operations, including the acceptance and loading of Solid Waste, Bulk Waste, Yard Waste, Recyclables, and other materials as necessary for transport and disposal. Bidders should refer to Article 14 of **Attachment A** for detailed specifications of services required.

Inclusion of Transfer Station services in final contract will be a policy decision made by the City Commission based on what is deemed to be in the best interest of the City. Should the City award these services, as a condition of Contract award, the Contractor shall interview all City personnel currently employed at the Transfer Station who so desire to interview. Should any City employee possess the knowledge, skills, and abilities for an available position and otherwise meet the Contractor's experience requirements, the Contractor may wish to offer the person employment. The facility is currently staffed with six employees: a manager, an equipment mechanic, two scale operators, and two machine operators. The scale and equipment operators are cross-trained to operate both the scale house and the loaders. The six-employee staffing model currently in use is designed to operate the facility 58 hours per week, as outlined in the TS O&M Manual.

The City will make available loading equipment and machinery owned by the City for use by the Contractor at the City Transfer Station. Bidders should note, the City will maintain ownership of said

equipment, and should the Contractor choose to utilize City-owned equipment, the Contractor shall be responsible for returning or replacing it at the expiration or termination of the Contract with that of equivalent value and functionality as noted at the commencement of service. A list of City-owned loading equipment located at the Transfer Station is provided below for informational purposes only.

Year	Equipment
2011	Cat Front-End Wheel Loader
2001	Cat Front-End Wheel Loader

3.12 TRANSFER STATION OPERATIONS BILLING

The City will remit payment to the Contractor for operation of the Transfer Station monthly, on a per Ton basis, as specified in Article 15 of **Attachment A**.

SECTION 4 BID SUBMITTAL CONTENT

4.1 MINIMUM QUALIFICATIONS

Contract award will be made only to a responsive and responsible Bidder in a financial position and with the qualifications and experience to perform the services specified herein. Bidder shall demonstrate it has the minimum qualifications listed below by completing the Bid Form and providing additional, relevant information if necessary, including any financial reports to document financial capability.

- a. Bidder shall have at least five (5) years of experience providing solid waste collection service.
- b. Bidder shall have successfully provided residential collection service, including solid waste, recyclable materials, yard waste, and bulk waste, to at least two (2) local government jurisdictions in the Lower Atlantic and Gulf Coast states (defined as Florida, Alabama, Louisiana, Mississippi, Texas, Georgia, South Carolina, and North Carolina) with at least 15,000 residential units per contract within the last five (5) years. Florida jurisdictions should be identified whenever possible.
- c. Bidder shall have successfully provided exclusive commercial collection service to at least two (2) local governments within the past five (5) years.
- d. Bidder shall provide four (4) references that can verify that the Bidder has provided or is currently providing services similar to those requested by the City.
- e. Bidder shall provide the name, location, owner and operator of the Single Stream Recovered Materials Processing Facility (RMPPF) in the State of Florida that will be used for processing the City's Recyclables. Bidder shall demonstrate that such facility has the capacity to process the City's Recyclables by providing the current capacity and throughput of such facility.
- f. Bidder shall provide a current, non-expired Florida Recovered Materials Dealer Certification for the processor as specified in 4.1(e).
- g. Bidder shall provide the name, location, owner and operator of the Yard Waste processing facility in the State of Florida that will be used for processing the City's Yard Waste for beneficial reuse. Bidder shall demonstrate that such facility has the capacity to process the City's Yard Waste by providing the current capacity and throughput of such facility, as well as a brief description of processing methodology and end use of Yard Waste.
- h. Bidder shall have an experienced senior management team. Each member of the senior management team shall have at least five (5) years' experience in solid waste collection services. The senior management team is defined as the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions.
- i. Bidder shall document its past performance history related to solid waste services by providing a description of all criminal actions against the Bidder related to solid waste services during the last five (5) years. Bidder shall also document all civil actions involving \$10,000 or more, losses of

service contracts, bid bond claims, performance bond claims, or liquidated damages involving \$10,000 or more per contract, per contract year against the Bidder related to solid waste services during the last five (5) years. For each such occurrence, Bidder shall provide the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal or civil charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action. If there are no such actions, Bidder shall so state.

- j. Bidder shall document that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested in this ITB. Bidder shall demonstrate that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project. Regarding the latter, Bidder should either indicate the entity that is providing internally generated funds and document that such funds are available and will be allocated for this purpose, or provide commitments from external sources indicating that an acceptable level of credit or resources will be available. If financial information provided is not to the City's satisfaction, the City reserves the right to request additional information.
- k. Bidders shall become familiar with the City's Solid Waste Master Plan. Bidder shall pledge its commitment to be an active partner in working with the City to comply with and meet the objectives of the City's Solid Waste Master Plan. The Bidder shall acknowledge the City's intent to consider this partnership as a measure of performance history when considering Contract renewal or any potential amendments to the Contract as approved by the City.
- l. Bidder shall demonstrate sufficient resources to provide the collection services required for the term of the Contract by supplying a list with the estimated number of routes anticipated to provide Residential Collection Service (noted by collection type: Solid Waste, Recyclables, Yard Waste, and Bulk Waste), the estimated number of homes per route, service vehicles to be used (including type of vehicle, make, model, and year), and personnel needed to service the routes. Note, for Residential Service Option 1, the existing collection schedule as provided in Attachment C shall be maintained.

Should Bidders submit pricing for operation of the Transfer Station, they must also demonstrate it has the following qualifications:

- m. Bidder shall have at least five (5) years of experience operating transfer stations or other comparable facilities with similar tonnage throughput (at least 50,000 Tons per year).
- n. Bidder shall have successfully operated at least two (2) transfer stations in the Lower Atlantic and Gulf Coast states (defined as Florida, Alabama, Louisiana, Mississippi, Texas, Georgia, South Carolina, and North Carolina) that handle at least 50,000 Tons annually. Florida facilities should be identified whenever possible.
- o. Bidder shall provide two (2) references that can verify that the Bidder has completed or is currently working on substantially similar projects that demonstrate these requirements. The City prefers references from publicly owned facilities operated by the Bidder, if available.

4.2 PROPOSED COST

Prices submitted by Bidders shall include all costs, including out-of-pocket costs borne by the Bidder. All prices shall be rounded to the nearest cent. If not, prices will be rounded to the nearest cent and extended prices will be recalculated. Bidders shall hold pricing for 180 days from the date of the bid opening.

4.3 ANTI-KICKBACK

Bidders shall complete the Anti-Kickback Affidavit attached hereto, affirming that that no portion of the sum herein bid will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by the Bidder or by an officer of the corporation. Failure to comply with this section will result in bid rejection.

4.4 INDEMNITY

Bidders shall complete the Indemnification Form attached hereto, affirming the Bidder agrees to protect, defend, indemnify, save and hold harmless The City of Key West against any and all claims, debts, demands, expense and liability arising out of harm which may occur as a result of any act or omission of the Contractor and/or causes of action arising out of the negligence of the City. Failure to comply with this section will result in bid rejection.

4.5 LOCAL PREFERENCE

The City may give a preference to a responsive and responsible local business enterprise. A business is considered local if

- a. It has maintained an office within 30 miles of the boundaries of the City of Key West for at least one year, during which period of time it has regularly and continuously conducted business from such location, and
- b. It maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries, and
- c. It has paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.

When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within five percent of the price submitted by the nonlocal business, then the local business with the apparent lowest bid offer (i.e., lowest local bidder) may have the opportunity to submit an offer to match the price(s) offered by the lowest, qualified and responsive nonlocal bidder within three working days of a notice of intent to award. If the lowest local bidder submits a bid that fully matches the lowest bid from the lowest nonlocal bidder tendered previously, then the award shall be made to such local bidder. If the lowest local bidder declines or is unable to match the lowest nonlocal bid price(s), then the award shall be made to the nonlocal business.

For consideration as a local vendor for the purposes of this ITB, Bidders should complete and return the Local Vendor Certification attached hereto. Please refer to section 2-798 of the City of Key West Code of Ordinances for more information on the City's local business enterprise preference ordinance.

4.6 DOMESTIC PARTNER BENEFITS

Bidder shall certify that if awarded a Contract pursuant to this ITB, said Bidder shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses. Approved certification shall be in the form of the Equal Benefits for Domestic Partners Affidavit attached hereto, and shall be signed by an authorized officer of the contractor. If notified of intended award, the Bidder shall deliver a description of the contractor's employee benefits plan to the City prior to entering a contract.

Failure to comply with this section may result in bid rejection, or the termination of any contract and all monies due or to become due under the contract and may be retained by the City.

4.7 PUBLIC ENTITY CRIMES STATEMENT

Bidders shall complete the Public Entity Crimes Statement attached hereto, affirming the Bidder has or has not been charged with and convicted of a public entity crime as defined by Florida Statute, subsequent to July, 1989. Failure to comply with this section may result in bid rejection.

4.8 CONE OF SILENCE AFFIDAVIT

Bidders shall complete the Cone of Silence Affidavit attached hereto, affirming the Bidder has read and understands the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 13-11 Cone of Silence. Failure to comply with this section may result in bid rejection.

4.9 CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

Bidder shall certify that if awarded a Contract pursuant to this ITB, said Bidder will provide a City of Key West Business License Tax receipt. Fees for 2014 shall not exceed one thousand and three hundred dollars (\$1,300), but are subject to increase in future years.

SECTION 5 SUBMISSION FORMS

The forms on the following pages should be completed, signed and notarized (if applicable).

BID FORM

1. Name of Bidder: _____
2. Federal Tax ID Number: _____
3. Contact Person: _____
4. Business Address(es): _____

5. Principal Address, if different: _____

6. Telephone: (____) _____ Cell: (____) _____ Fax: (____) _____
7. E-mail Address: _____ Web Site URL: _____
8. Business has been in operation under its present name since: _____
9. DEVIATION(S): Any representation of deviation(s) below may cause this Bid to be rejected by the City of Key West. The following represents every deviation (itemized by number) to the Invitation to Bid or Draft Contract upon which this Bid is based:

By signing this Bid, the undersigned affirms that all information provided by the Bidder in the entire submission is true and accurate, and said Bid is made without any collusion or fraud. The undersigned understands that this Bid must be signed in ink and that an unsigned Bid will be considered incomplete and subject to rejection by the City of Key West. Prices provided by the Bidder are held for 180 days from the date of the bid opening.

IN WITNESS WHEREOF, this Bid is hereby signed and sealed as of the date indicated.

ATTEST:

Witness

(Printed name of Witness)

BIDDER:

BY: _____ (SEAL)
(Authorized Signature in Ink)

(Printed Name of Signer, Title)

(DATE SIGNED)

Submittal Checklist:

- | | |
|--|---|
| <input type="checkbox"/> Transmittal Letter | <input type="checkbox"/> Anti-Kickback Affidavit |
| <input type="checkbox"/> Bid Bond | <input type="checkbox"/> Indemnification Form |
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Local Vendor Certification |
| <input type="checkbox"/> Price Form | <input type="checkbox"/> Public Entity Crimes Statement |
| <input type="checkbox"/> Minimum Qualifications & Reference Form | <input type="checkbox"/> Equal Benefits for Domestic Partnerships Affidavit |
| • Florida Recovered Materials Dealer Certification | <input type="checkbox"/> Cone of Silence Affidavit |
| • Senior Management Team Resumes | |
| • Satisfactory Past Performance Declarations | |
| • Financial Capability Documentation | |
| • Additional Documentation (if necessary) | |

MINIMUM QUALIFICATIONS AND REFERENCE FORM

Bidder shall complete all sections of this form in its entirety and shall provide any additional information necessary to document that it meets the minimum qualifications specified in Section 4.1. If necessary, Bidder may copy these sheets and provide additional information to document its ability to meet the minimum qualifications.

Collection Service References

To demonstrate minimum qualifications as specified in Section 4.1(a-d), Bidder shall complete the following:

Reference #1:

Municipality/County: _____

Municipality/County Contact: _____

Municipality/County Address: _____

Contact's Phone: (_____) _____ Email: _____

Term of Current Contract: Start Date: _____ End Date: _____

Service Type	Number of Units Serviced	Frequency of Collection			HHW/E-Waste Collection (Circle one)
		1 x week	2 x week	Other	
Carted Solid Waste					YES
Manual Solid Waste					
Carted Recycling					
Manual Recycling					NO
Yard Waste					
Bulk Waste					

Number of Commercial customers served MSW: _____ Recycling: _____

Reference #2:

Municipality/County: _____

Municipality/County Contact: _____

Municipality/County Address: _____

Contact's Phone: (_____) _____ Email: _____

Term of Current Contract: Start Date: _____ End Date: _____

Service Type	Number of Units Serviced	Frequency of Collection			HHW/E-Waste Collection (Circle one)
		1 x week	2 x week	Other	
Carted Solid Waste					YES
Manual Solid Waste					
Carted Recycling					
Manual Recycling					NO
Yard Waste					
Bulk Waste					

Number of Commercial customers served: MSW: _____ Recycling: _____

MINIMUM QUALIFICATIONS AND REFERENCE FORM (CONTINUED)

Reference #3:

Municipality/County: _____

Municipality/County Contact: _____

Municipality/County Address: _____

Contact's Phone: (_____) _____ Email: _____

Term of Current Contract: Start Date: _____ End Date: _____

Service Type	Number of Units Served	Frequency of Collection			HHW/E-Waste Collection (Circle one)
		1 x week	2 x week	Other	
Carted Solid Waste					YES
Manual Solid Waste					
Carted Recycling					
Manual Recycling					NO
Yard Waste					
Bulk Waste					

Number of Commercial customers served: MSW: _____ Recycling: _____

Reference #4

Municipality/County: _____

Municipality/County Contact: _____

Municipality/County Address: _____

Contact's Phone: (_____) _____ Email: _____

Term of Current Contract: Start Date: _____ End Date: _____

Service Type	Number of Units Served	Frequency of Collection			HHW/E-Waste Collection (Circle one)
		1 x week	2 x week	Other	
Carted Solid Waste					YES
Manual Solid Waste					
Carted Recycling					
Manual Recycling					NO
Yard Waste					
Bulk Waste					

Number of Commercial customers served: MSW: _____ Recycling: _____

MINIMUM QUALIFICATIONS AND REFERENCE FORM (CONTINUED)

Recyclables Processing Information

As specified in Section 4.1(e), Bidder shall provide the Single Stream Recovered Materials Processing Facility (RMPF) in the State of Florida that will be used for processing the City's Recyclables. Bidder shall demonstrate that such facility has the capacity to process the City's Recyclables by providing the current capacity and throughput of such facility.

RMPF Name: _____

RMPF Owner: _____

RMPF Operator: _____

Facility Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: (_____) _____ Fax Number: (_____) _____

Current Annual Throughput (Tons): _____ Annual Capacity: _____

As specified in Section 4.1(f), Bidder shall provide a copy of its current, non-expired Florida Recovered Materials Dealer Certification. Documentation attached:

Yes

No

Yard Waste Processing Information

As specified in Section 4.1 (g) Bidder shall provide the Yard Waste processing facility in the State of Florida that will be used for Processing the City's Yard Waste for beneficial reuse. Bidder shall demonstrate that such facility has the capacity to process the City's Yard Waste by providing the current capacity and throughput of such facility, as well as a brief description of processing methodology and end use of Yard Waste.

Facility Name: _____

Facility Owner: _____

Facility Operator: _____

Facility Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: (_____) _____ Fax Number: (_____) _____

Current Annual Throughput (Tons): _____ Annual Capacity: _____

Description of processing methodology and material end-use:

MINIMUM QUALIFICATIONS AND REFERENCE FORM (CONTINUED)

Senior Management Team

As specified in Section 4.1(h), Bidder shall have an experienced senior management team. Each member of the senior management team shall have at least five (5) years' experience in solid waste collection services. The senior management team is defined as the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions.

Name	Title	Resume
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>

Satisfactory Past Performance:

As specified in Section 4.1(i), Bidder shall provide a description of all criminal actions against the Bidder related to solid waste services during the last five (5) years, all civil actions related to solid waste services during the past five (5) years involving \$10,000 or more, any losses of service contracts, bid bond claims, performance bond claims, and liquidated damages involving \$10,000 or more per contract, per contract year against the Bidder related to solid waste services during the last five (5) years. Bidder shall provide the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal or civil charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action.

	YES	NO
Criminal Action	<input type="checkbox"/>	<input type="checkbox"/>
Civil action (involving \$10,000 or more)	<input type="checkbox"/>	<input type="checkbox"/>
Loss of service contract	<input type="checkbox"/>	<input type="checkbox"/>
Bid Bond Claim	<input type="checkbox"/>	<input type="checkbox"/>
Performance Bond Claim	<input type="checkbox"/>	<input type="checkbox"/>
Liquidated damages claim (\$10,000 or more/contract/year)	<input type="checkbox"/>	<input type="checkbox"/>

Financial Capability

As specified in Section 4.1(j), Bidder shall provide appropriate documentation that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested. Documentation attached:

Yes No

Acknowledgement of City's Solid Waste Master Plan

Bidder hereby affirms it has familiarized itself with the City's Solid Waste Master Plan. Bidder pledges to be an active partner in working with the City to comply with and meet the objectives of the City's Solid Waste Master Plan. The Bidder hereby acknowledges the City's intent to consider this partnership as a measure of performance history when considering Contract renewal or any potential amendments to the Contract as approved by the City.

Signature of Bidder's Authorized Representative _____

MINIMUM QUALIFICATIONS AND REFERENCE FORM (CONTINUED)

Resources

As specified in Section 4.1(l), Bidder shall demonstrate sufficient resources to provide the collection services required for the term of the Contract by supplying a list with the estimated number of routes anticipated to provide Residential Collection Service, the estimated number of homes per route, service vehicles to be used (including type of vehicle, make, model, and year), and personnel needed to service the routes.

Residential Service Option 1: For this option, the City requires the current collection schedule be maintained. Bidders should refer to **Attachment C** for a map depicting the current collection schedule.

Resources	Solid Waste	Recyclables	Yard Waste	Bulk Waste
# Routes/Day <ul style="list-style-type: none"> • Monday • Tuesday • Wednesday • Thursday • Friday 				
Households/Route <ul style="list-style-type: none"> • Monday • Tuesday • Wednesday • Thursday • Friday 				
Personnel/Route <ul style="list-style-type: none"> • Monday • Tuesday • Wednesday • Thursday • Friday 				
Frontline Collection Vehicles <ul style="list-style-type: none"> • Type • Number • Make • Model/Year Specialized Collection Vehicles <ul style="list-style-type: none"> • Type • Number • Make • Model/Year 				

MINIMUM QUALIFICATIONS AND REFERENCE FORM (CONTINUED)

Residential Service Option 2: Should the City select this Option, a second Solid Waste collection day shall be added with at least two (2) days between Solid Waste collection days.

Resources	Solid Waste	Recyclables	Yard Waste	Bulk Waste
# Routes/Day <ul style="list-style-type: none"> • Mon/____(SW) • Tues/____(SW) • Wed/____(SW) • Thur/____(SW) • Fri/____(SW) 				
Households/Route <ul style="list-style-type: none"> • Mon/____(SW) • Tues/____(SW) • Wed/____(SW) • Thur/____(SW) • Fri/____(SW) 				
Personnel/Route <ul style="list-style-type: none"> • Mon/____(SW) • Tues/____(SW) • Wed/____(SW) • Thur/____(SW) • Fri/____(SW) 				
Frontline Collection Vehicles <ul style="list-style-type: none"> • Type • Number • Make • Model/Year Specialized Collection Vehicles <ul style="list-style-type: none"> • Type • Number • Make • Model/Year 				

MINIMUM QUALIFICATIONS AND REFERENCE FORM (CONTINUED)

Transfer Station Operations References

Should Bidder submit pricing for operation of the City Transfer Station, Bidder should also complete the following in order to demonstrate minimum qualifications as specified in Section 4.1(m-o). The City prefers references from publicly owned facilities operated by the Bidder, if available.

Reference #1:

Facility Name: _____

Facility Address: _____

Contact Name, Title: _____

Contact's Phone: (_____) _____ Email: _____

Annual Throughput (TPY): _____ Permitted Capacity (TPY): _____

Term of Current Contract: Start Date: _____ End Date: _____

Material Types Handled:

Material Type	Tons per Year	Material Type	Tons per Year
Solid Waste		Bulk Waste	
Recycling		C&D Debris	
Yard Waste		Other:	

Notes: _____

Reference #2:

Facility Name: _____

Facility Address: _____

Contact Name, Title: _____

Contact's Phone: (_____) _____ Email: _____

Annual Throughput: _____ Permitted Capacity: _____

Term of Current Contract: Start Date: _____ End Date: _____

Material Types Handled:

Material Type	Tons per Year	Material Type	Tons per Year
Solid Waste		Bulk Waste	
Recycling		C&D Debris	
Yard Waste		Other:	

Notes: _____

ANTI-KICKBACK AFFIDAVIT

Bidders shall complete this form in its entirety. Failure to do so will result in bid rejection.

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: _____

sworn and prescribed before me this _____ day of _____, 2014

NOTARY PUBLIC, State of Florida

My commission expires: _____

CITY OF KEY WEST INDEMNIFICATION FORM

Bidders shall complete this form in its entirety. Failure to do so will result in bid rejection.

Contractor agrees to protect, defend, indemnify, save and hold harmless the City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Worker's Compensation acts, disability benefits acts or other employee benefit acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom the Contractor may subcontract a part or all of the work. This indemnification shall continue beyond the date of completion of work.

CONTRACTOR: _____

SEAL:

ADDRESS: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: _____ Phone: (_____) _____

Current Local Address: *(no P.O. Boxes may be used to establish status)*

_____ Fax: :(_____) _____

Length of time at this address: _____ years _____ months

Signature of Authorized Representative

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2014.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced _____ as identification.
(type of identification)

Signature of Notary: _____

Print, Type, or Stamp Name of Notary: _____

Title or Rank: _____

EQUAL BENEFITS FOR DOMESTIC PARTNERSHIPS AFFIDAVIT

Bidder must complete all sections of this form in its entirety. Failure to do so may result in rejection of bid.

I, the undersigned hereby duly sworn, depose and say that the firm of _____ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

BY: _____

Sworn and subscribed before me this _____ day of _____, 2014.

NOTARY PUBLIC, State of Florida at Large

My Commission expires: _____

City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

(A) Definitions. For purposes of this section only, the following definitions shall apply:

- (1) Benefits means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) Bid shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) Cash equivalent means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

(B) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions

of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include, but not be limited to, providing the city manager or his/her designee with certified copies of all the contractor's records pertaining to its benefits policies and its employment policies and practices.

- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (C) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
 - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
 - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
 - (4) If the city manager or his/her designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (D) Enforcement. If the contractor fails to comply with the provisions of this section:
- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
 - (2) The city may terminate the covered contract; or
 - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
 - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
 - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this Section, entitled "Debarment of contractors from city work."
- (E) Exceptions and waivers. The provisions of this section shall not apply where:
- (1) The contractor does not provide benefits to employees' spouses.
 - (2) The contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised or controlled by, or in conjunction with, a religious organization, association or society.
 - (3) The contractor is a governmental entity.
 - (4) The sale or lease of city property.
 - (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
 - (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either: The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
 - (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
 - a. The covered contract is necessary to respond to an emergency.
 - b. Where only one bid response is received.

- c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (F) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (G) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to _____
by _____ for _____
(Print individual's name and title) (Print name if entity submitting statement)

whose business address is _____

and (if applicable its Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEIN, include the Social Security number of the individual signing the statement)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment of information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

____ Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the

entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

SIGNATURE: _____

DATE: _____

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____
(name of individual)

who, after first being sworn by me, affixed his/her signature in the space provided above this _____

day of _____, 2014.

NOTARY PUBLIC

My commission expires: _____

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2- 773 Cone of Silence.

BY: _____

Sworn and prescribed before me this _____ day of _____, 2014

NOTARY PUBLIC

My commission expires: _____

INVITATION TO BID (ITB) # 14-009

ATTACHMENT A

CITY OF KEY WEST

DRAFT CONTRACT

**TO PROVIDE
SOLID WASTE COLLECTION AND PROCESSING SERVICES**

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

Final Att A Draft Contract

**INVITATION TO BID (ITB) # 14-009
ATTACHMENT A
DRAFT CONTRACT TO PROVIDE
SOLID WASTE COLLECTION AND PROCESSING SERVICES**

ARTICLE 1. TERM	4
1.1 Effective and Commencement Dates	4
1.2 Initial Term	4
1.3 Renewal Option	4
ARTICLE 2. DEFINITIONS.....	5
ARTICLE 3. EXCLUSIVE AND NON-EXCLUSIVE COLLECTION SERVICES	8
3.1 Exclusive Services	8
3.2 Non-Exclusive Services	9
ARTICLE 4. TRANSITION OF COLLECTION SERVICES	9
4.1 Transition Prior to Commencement of Collection Service	9
4.2 Transition Prior to the Expiration of Collection Service	10
ARTICLE 5. RESIDENTIAL COLLECTION.....	10
5.1 Service Requests.....	10
5.2 Residential Collection Service	11
5.3 Hours	12
ARTICLE 6. COMMERCIAL COLLECTION.....	12
6.1 Service Requests.....	12
6.2 Commercial Collection Service	12
6.3 Hours	13
ARTICLE 7. ADDITIONAL COLLECTION SERVICES	13
7.1 City Facilities, Public Streets	13
7.2 Special Event Services	13
7.3 HHW/E-Waste Collection Events.....	14
ARTICLE 8. CONTAINERS.....	14
8.1 Residential Containers.....	14
8.2 Commercial Containers	15
8.3 Container Storage, Maintenance, Repair, and Replacement.....	15
ARTICLE 9. GENERAL COLLECTION SERVICE REQUIREMENTS	16
9.1 Designated Facility.....	16
9.2 Permits and Licenses	16
9.3 Service Verification System	16
9.4 Collection Schedules	17
9.5 Manner of Collection	18
9.6 Non-Collection Procedures.....	18
9.7 Missed Collection.....	18
9.8 Spillage and Litter	18
9.9 Mixing of Loads.....	19
9.10 Collection Equipment.....	19
9.11 Contractor’s Office/Call Center	20
ARTICLE 10. COMPLAINTS AND PROPERTY DAMAGE.....	20
10.1 Customer Complaints	20
10.2 Property Damage.....	21

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

ARTICLE 11. PROCESSING SERVICES	21
11.1 Recyclables and White Goods Processing.....	21
11.2 Yard Waste Processing	21
ARTICLE 12. RECORD KEEPING AND REPORTING.....	22
12.1 Record Keeping	22
12.2 Reporting	22
ARTICLE 13. DISTRIBUTION OF INFORMATION, RECYCLING EDUCATION AND TARGETS	23
13.1 Distribution of Information.....	23
13.2 Commercial Recycling Program and Targets.....	24
ARTICLE 14. CITY TRANSFER STATION OPERATIONS (INCLUDED AT CITY'S DISCRETION).....	24
14.1 City Responsibilities.....	24
14.2 Contractor Responsibilities	25
14.3 Transition Prior to Commencement of City Transfer Station Operations	26
14.4 Transition Prior to the Expiration of City Transfer Station Operations.....	26
14.5 Materials Acceptance and Loading.....	27
14.6 Scheduled Receiving Days, Hours of Operations	27
14.7 Materials Rejection	27
14.8 Facility and Equipment	28
14.9 Personnel.....	28
14.10 Reporting	29
ARTICLE 15. COMPENSATION	29
15.1 Service Rates.....	29
15.2 Recyclables Revenue	30
15.3 Billing and Payment	30
ARTICLE 16. CONTRACTOR PERFORMANCE	32
16.1 Chain of Communication	32
16.2 Local Manager	32
16.3 Disagreements.....	32
16.4 Liquidated Damages	32
16.5 Arbitration.....	33
ARTICLE 17. PERFORMANCE BOND.....	34
ARTICLE 18. TERMINATION.....	34
18.1 Termination for Convenience.....	34
18.2 Termination for Material Breach	34
18.3 Procedure	35
18.4 Force Majeure.....	36
ARTICLE 19. INSURANCE REQUIREMENTS	36
19.1 Worker's Compensation	36
19.2 Comprehensive General Liability.....	36
19.3 Business Automobile Policy.....	37
19.4 Certificates	37
ARTICLE 20. OTHER TERMS AND CONDITIONS.....	37
20.1 Notice	37
20.2 Subcontractors, Assignments, and Change of Control.....	38
20.3 Compliance with Laws and Regulations.....	38
20.4 Indemnification and Penalties	38
20.5 Employment	38
20.6 Interpretation.....	39
20.7 Entire Contract, Further Actions	39

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

20.8	Severability	39
20.9	Binding Effect.....	39
20.10	Waiver.....	40
20.11	Captions.....	40
20.12	Amendment.....	40
20.13	Representations of the Contractor.....	40
EXHIBIT 1	Service Rates	
EXHIBIT 2	Rate Adjustments	
EXHIBIT 3	Recyclables Revenue	
EXHIBIT 4	Container Specifications	

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

DRAFT CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 2014, by and between the City of Key West, a Florida municipal corporation (the "City") and _____, a Florida corporation (the "Contractor").

WITNESSETH

WHEREAS, it is in the best interest of the City to have all of the Solid Waste present in its corporate limits regularly collected and disposed of at appropriate locations;

WHEREAS, the State of Florida recommends those Recyclables be collected and recycled, and has set a recycling goal of seventy-five percent (75%) as defined by Chapter 403, Florida Statutes;

WHEREAS, the City of Key West passed Resolution 12-253, thereby adopting a Solid Waste Policy Statement including a three-tiered recycling goal (25%, 40%, 75%) in efforts to develop an environmentally and economically sustainable solid waste management system that maximizes waste diversion;

WHEREAS, the City desires to receive, and the Contractor desires to provide, services for the collection of the City's Solid Waste;

WHEREAS, the City desires to have, and the Contractor desires to be, an active partner in working with the City to comply with and meet the objectives of the City's Solid Waste Master Plan dated August 2012;

WHEREAS on January __, 2014 the City published an Invitation to Bid for Solid Waste Collection and Processing Services No. 14-009 for the purposes of selecting a Contractor to provide such services; and

WHEREAS the bid submitted by the Contractor was deemed by the City to be in the best interests of the City;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1. TERM

1.1 Effective and Commencement Dates

The Effective Date of this Contract is the date the Contract is executed and has been signed by both the City and Contractor. The Commencement Date is the date that Collection Services required pursuant to this Contract commence, or January 1, 2015.

1.2 Initial Term

The term of this Contract shall be seven (7) years beginning on the Commencement Date, January 1, 2015, and terminating December 31, 2021.

1.3 Renewal Option

At the option of the City, the Contract may be renewed for up to two (2) additional term(s) of four (4) years under the same terms and conditions as the initial term, including amendments, subject to approval by the City Commission. To be considered eligible for contract renewal, the Contractor shall meet commercial recycling targets as specified by Article 13. The City will also consider performance history, including complaints and participation by the Contractor in community partnership activities that promote waste diversion in accordance with the City's Solid Waste Master Plan.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

ARTICLE 2. DEFINITIONS

In addition to all the words and terms defined herein, the following initially capitalized words and terms, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context. The masculine gender shall be deemed and construed to include correlative words of feminine and neuter genders. Unless the context shall otherwise indicate, all words shall include the plural as well as the singular number. The word "person" shall include corporations and associations, including public bodies, as well as natural persons.

Acceptable Waste: Solid Waste, Bulk Waste, Yard Waste, Recyclables, C&D Debris, and Tires that are accepted at the City Transfer Station.

Applicable Law: All applicable Federal and State of Florida laws, local (municipal and county) ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Contract.

Biological Waste: Solid Waste that causes or has the capability of causing disease or infection and include, but is not limited to bio-hazardous waste, diseased animals, and other wastes capable of transmitting pathogens to humans or animals.

Bulk Waste: Solid Waste that consists of household refuse such as appliances, other white goods, furniture, or other items too large to be collected as part of regularly scheduled Solid Waste collections.

City: The City of Key West, Florida, a Florida municipal corporation, acting through the City Commission, City Manager or City Representative as the case may be.

City Commission: City Commission of the City of Key West, Florida.

City Manager: The person designated as the City Manager, by the City of Key West, Florida.

City Representative: The person designated in writing, by the City Manager, to act on behalf of the City as its authorized representative in dealing with the Contractor under this Contract

City Transfer Station: The City of Key West City Transfer Station located at 145 Industrial Drive, Rockland Key, Florida, 33041.

Operations and Maintenance Manual (O&M Manual): The manual prepared in accordance with, and as required by FAC Chapter 62-701.710 for personnel involved with operation and maintenance of the City Transfer Station, as provided by the City.

Collection Services: Process whereby Solid Waste, Recyclables, Yard Waste, and Bulk Waste, are removed from Containers, and transported to a Designated Facility for Processing or disposal.

Commencement Date: The date Collection service pursuant to this Contract commences, or January 1, 2015.

Commercial Collection Service: Service provided to Commercial Customers using approved Containers for the collection of Solid Waste, Industrial Waste, or Recyclables.

Commercial Customer: The owner, occupant, tenant, or other person having control of the Commercial Unit, with the final responsibility being with the owner.

Commercial Unit: Any non-residential building, structure or portions thereof including, but not limited to, those used for retail, wholesale, industrial, manufacturing, dining, offices, professional services, automobile service, hotels, motels and guest houses, restaurants, or shipping and receiving areas.

Compactor: Any Container that has a compaction mechanism(s), whether stationary or mobile, all inclusive.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

Compost: Solid Waste which has undergone biological decomposition of organic matter, and has been disinfected using Composting or similar technologies, and has been stabilized to a degree which is potentially beneficial to plant growth and which is used or sold for use as a soil amendment, artificial top soil, growing medium amendment, or other similar uses.

Composting: The process by which biological decomposition of organic solid waste is carried out under controlled aerobic conditions, and which stabilizes the organic fraction into a material which can easily and safely be stored, handled, and used in an environmentally acceptable manner.

Construction and Demolition Debris (C&D Debris): Materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, or asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction demolition project and including rocks, soils, tree remains, and other vegetative matter that normally results from land clearing or land development operations for a construction project.

Container: Garbage or Recycling Cart, dumpster, Compactor, roll-off container, or any container approved by the City intended for collection of Solid Waste, Recyclables, Yard Waste, or other materials as specified by this Contract.

Contract: This Contract executed by the City of Key West and the Contractor for providing collection of Solid Waste and Recyclables as described herein, and the attached Exhibits.

Contract Year: The time from the Commencement Date through December 31, 2015 and each twelve (12) month period thereafter during the term of the Contract.

Contractor: The person, firm, corporation, organization, or agency with whom the City has executed this Contract for performance of the work or supply of equipment or materials or his/her/its duly authorized representative.

Contractor-Generated Waste: Bulk Waste and/or Yard Waste generated by builders, building contractors, privately employed tree trimmers and tree surgeons, landscape services, lawn or yard maintenance services, and nurseries.

Customer: Any and all persons, businesses, or entities from whom the Contractor collects Solid Waste pursuant to this Contract.

Disposal Vendor: The vendor contracted by the City to transport Solid Waste from the City Transfer Station and dispose of such waste.

Effective Date: The date this Contract has been executed by both the City and Contractor.

E-Waste: Refuse created by discarded electronic devices as components, as well as substances involved in their manufacture or use. These items may include, but are not limited to, computers, including desktop, laptop, notebooks, and tablets; computer equipment including keyboards, printers, scanners, and mice; video games; CD, DVD, and VCR players; speakers; LCD and plasma flat screens, and analog TVs and CRT's; digital cameras; navigation devices; other entertainment electronics; mobile phones, power cords and cables; or similar electronic products.

FDEP: Florida Department of Environmental Protection.

Garbage Cart: A wheeled Container intended for Solid Waste collection between thirty-five (35) and ninety-six (96) gallons' capacity, fitted with a non-removable hinged lid, suited to automatic dumping equipment provided by the Contractor's collection vehicles and containing not over two hundred fifty (250) pounds.

Hazardous Waste: Any solid waste that is deemed "hazardous" pursuant to Applicable Law.

Household Hazardous Waste (HHW): Household products that contain corrosive, toxic, ignitable, or reactive ingredients, including but not limited to, paints, cleaners, oils, batteries, and pesticides, or other household materials that contain potentially hazardous ingredients, and that require special care for disposal.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

Industrial Waste: The waste products of canneries, slaughterhouses or packing plants; condemned food products; agricultural waste products; and other solid waste products generated from industrial processing or manufacturing.

Infectious Waste: Wastes that may cause disease or may reasonably be suspected of harboring pathogenic organisms, including wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes, which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

NAS Key West: Naval Air Station Key West located on Boca Chica Key, Florida, 33040, as well as Navy residences located on Trumbo Point, Sigsbee Park, and Truman Annex.

Permit: Any local, state or federal permit, license, franchise, registration, certification, authorization or other approval required for the performance of a party's obligations under this Contract.

Program Recyclables: Recyclable materials included in the City's recycling program, including all paper products, all plastic containers, rigid mixed plastics, aluminum and steel/bimetal containers, glass containers, and aseptic/gable-top containers. The types of materials included in the definition of Program Recyclables may be modified upon mutual agreement between the City and Contractor. Such modification shall be at no additional cost to the City unless the Contractor can document that the addition of such items substantially impacts the cost of providing service. Program Recyclables include incidental amounts of Rejects and non-designated materials as normally expected as part of municipal recycling collection.

Prohibited Waste: Those waste materials that are prohibited at the City Transfer Station, including asbestos, Special Waste, Hazardous Waste, Bio-hazardous Waste, Biological Waste, Infectious Waste, mercury-containing devices, radioactive waste, and Sludge.

Recovered Materials: Recyclable materials that have been processed to market specifications.

Recycling Bin: A Container intended for Recyclable Materials collection with a capacity of eighteen (18) gallons, suited to manual collection.

Recycling Cart: A wheeled Container intended for Recyclable Materials collection with a capacity of thirty-five (35) to sixty-five (65) gallons', fitted with a non-removable hinged lid, suited to automatic dumping equipment provided by the Contractor's collection vehicles.

Recycling Container: Container(s) in which Recyclables are placed for collection pursuant to this Contract.

Recyclable Materials (Recyclables): Those materials that are capable of being recycled and that would otherwise be processed or disposed of as solid waste.

Required Turn Back Position: The condition in which the Contractor shall return the City Transfer Station, inclusive of grounds, buildings, and all installed equipment and systems, to the City at the expiration of the Contract.

Residential Collection Service: The provision of Collection Services to Residential Units, curbside and non-curbside, including the collection of Solid Waste, Program Recyclables, Yard Waste and Bulk Waste in accordance with the provisions provided herein.

Residential Unit: One (1) room, or rooms connected together, constituting a separate independent housekeeping establishment for occupancy, rental, or lease on a weekly, monthly, or longer basis, and physically separated from any other dwelling units, which may be in the same structure, and containing independent cooking and sleeping facilities. Motels, hotels, and guest houses that are rented for shorter durations shall be considered Commercial Units.

Radio Frequency Identification (RFID): A data collection technology that uses radio-frequency electromagnetic fields to transfer data from a tag attached to or embedded in an object for the purposes of automatic identification and tracking.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

Rejects: Materials other than Residue, that cannot be recycled and that cannot be processed into Recovered Materials.

Residue: The portion of the Recyclable Materials Stream accepted by the Contractor that is not converted to Recovered Materials due to breakage and/or transportation or Processing inefficiencies.

Single Stream: A recycling process that allows for Recyclable Materials to be collected commingled, with containers and paper collected in the same container.

Sludge: Includes the accumulated solids, residues, and precipitates generated as a result of 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 waste disposal appurtenances.

Solid Waste: For the purposes of this Contract shall be as defined by City Ordinance excluding, Yard Waste, Recyclable Materials, and Recovered Materials.

Special Service: Any collection or disposal service, which exceeds the uniform level of service provided under Residential or Commercial Collection Services, and for which a special charge is applied. Special Services include, but are not limited to, on-call services for residential Yard Waste not meeting specifications as required by this Contract and excessive Bulk Waste associated with residential or commercial vacancies and clean-outs.

Special Waste: Any solid waste that requires special handling and management; is not accepted at a Landfill or other disposal facility or is accepted at a higher rate than is normally charged for refuse; or, is accepted with special delivery requirements. Special Waste includes, but is not limited to, HHW, E-Waste, asbestos, refrigerant containing White Goods, whole tires, used oil, lead-acid batteries, mercury-containing devices, contaminated soils, and Biological Waste.

Subcontractor: Any person, firm, or corporation other than the Contractor supplying labor or materials for work being performed under this Contract.

Ton: A unit of weight equal to 2,000 pounds, also referred to as a short Ton.

White Goods: Discarded washers, dryers, refrigerators, ranges, water heaters, freezers, small air conditioning units, and other similar domestic residential and commercial appliances.

Yard Waste: All horticultural trimmings and all accumulations of grass, weeds, palm fronds, leaves, flowers, shrubs, vines, tree limbs, and other similar accumulations incidental to yard keeping, not including Contractor-generated Waste.

ARTICLE 3. EXCLUSIVE AND NON-EXCLUSIVE COLLECTION SERVICES

3.1 Exclusive Services

3.1.1 The Contractor is herein granted the exclusive right to provide the following collection services:

- a. To collect Solid Waste, Program Recyclables, Yard Waste, and Bulk Waste from Residential Units located within the City limits, except as designated otherwise by this Contract, with delivery of Solid Waste, Program Recyclables and Bulk Waste to the City Transfer Station.
- b. To collect Solid Waste from Commercial Customers within the City limits for delivery to the City Transfer Station.

3.1.2 If requested, the Contractor is required to provide Residential Collection Service to Residential Units located on the U.S. Naval Air Station (NAS) Key West; however, NAS Key West has the right to contract with another entity for this service. Should the Contractor provide Collection Service to NAS Key West, the Contractor shall, at no cost to the City, enroll in and meet the requirements of the NAS Key West RAPIDGate Program in order to gain access to the NAS customers. Should the Contractor provide said service, the Contractor shall, at no additional

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

cost to the City, supply NAS Key West with commercial-style collection of Yard Waste as specified by the City in lieu of weekly curbside collection.

3.2 Non-Exclusive Services

- 3.2.1 The Contractor is not granted the exclusive right to collect the following:
- a. Yard Waste from Commercial Customers or Contractor-Generated Waste from any Customer.
 - b. C&D Debris. Residential Customers may place small amounts of containerized C&D Debris resulting from minor home improvement projects in their Garbage Carts as part of regular Residential Collection Service.
 - c. Recyclables from Commercial Customers. However, the Contractor shall provide collection of commercial Recyclables from Commercial Customers upon request and as stipulated in Article 6.2 of this Contract, and shall participate in the commercial recycling program as stipulated therein and in Article 13.2.
 - d. The Contractor is not granted the exclusive right to provide Collection Services at special events. However, the Contractor shall provide collection of Solid Waste and Recyclables at special events upon request as stipulated in Article 7.2 of this Contract.
- 3.2.2 Nothing in this Contract shall prohibit competition for the collection of Commercial Yard Waste, Contractor-Generated Waste, and/or C&D Debris. The Contractor may provide these services at competitive rates that shall not be controlled by this Contract.
- 3.2.3 Except as designated by this Contract, the Contractor shall not be required to, nor has the exclusive right to, collect Special Waste, Infectious Waste, Hazardous Waste, Biological Waste, PCB contaminated waste, or Sludge, but may offer such service within the City, separate from this Contract. The terms of such Contracts shall be as agreed between the Contractor and the customers.

ARTICLE 4. TRANSITION OF COLLECTION SERVICES

4.1 Transition Prior to Commencement of Collection Service

The Contractor shall participate in transition meetings as scheduled and conducted by the City Representative to plan and manage the transition process so that no service interruption occurs. The Contractor is responsible for providing a smooth transition in services to minimize inconvenience to residential or Commercial Customers. To accomplish this objective, the Contractor shall submit to the City Representative, no later than thirty (30) days following the Effective Date, a transition plan that provides a detailed description of how the Contractor will plan and prepare for providing Collection Services leading up to the Commencement Date. The transition plan must meet the approval of the City Representative. At a minimum, the Contractor must address the following specific performance requirements in the transition plan and accomplish them according to deadlines specified in the plan:

- 4.1.1 Coordination of meetings with the outgoing collection contractor and the City.
- 4.1.2 Schedule of transition meetings with City staff leading up to Commencement Date.
- 4.1.3 Schedule and procedure for ensuring transmission of asset management databases, and other associated information.
- 4.1.4 Schedule for onsite training of City staff on the use of web-based asset management and service verification software by appropriately trained professional personnel.
- 4.1.5 Schedule for removal and replacement of all residential and commercial dumpsters and Compactors, and commercial carts owned by the outgoing contractor with new Contractor-provided and maintained Containers.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

- 4.1.6 Schedule for obtaining and providing documentation of all necessary labor, vehicles, equipment, and Containers and ensuring all vehicles are street legal (registered, licensed, and tagged) prior to the Commencement Date. Acceptable documentation pertaining to the acquisition of vehicles, equipment, and Containers includes, but is not limited to, original purchase orders, titles, and receipts of payment.
- 4.1.7 Schedule for providing a vehicle and equipment list and route summary to the City Representative.
- 4.1.8 Schedule for delivering City-approved information brochure to all Customers prior to the Commencement Date.
- 4.1.9 Schedule for conducting dry-runs of collection routes.

4.2 Transition Prior to the Expiration of Collection Service

Should the City choose not to renew this Contract or should no renewal options remain, the City anticipates awarding a new Contract at least six (6) months prior to the expiration of this Contract or any subsequent renewals. In the event a new Contract has not been awarded within such time frame, the Contractor agrees to provide service to the City for an additional ninety (90) day period beyond the expiration of the Contract at the then established service rates, provided the City requests said services, in writing, at such time. At the expiration of this Contract, the Contractor shall work with the City and the newly selected Contractor to ensure a smooth transition period with no interruption of service, including, but not limited to, compliance with the following performance requirements:

- 4.2.1 Attend coordination meetings with the City and newly selected contractor, as requested.
- 4.2.2 Work with the newly selected contractor to develop a mutually agreeable schedule for removal of Contractor-owned Containers and placement of newly selected contractor's containers. The schedule shall ensure no interruption in Collection Services.
- 4.2.3 Allow the newly selected contractor to purchase, or rent for up to ninety (90) days, Contractor-owned Containers from the Contractor. The purchase price and/or rental shall be negotiated.
- 4.2.4 Facilitate a smooth transmission of asset management and service verification data, including, but not limited to current address lists and databases to the newly selected vendor.
- 4.2.5 The City reserves the right to withhold payment to the Contractor for the final month of service until the Contractor has complied with all requirements of this Article.

ARTICLE 5. RESIDENTIAL COLLECTION

5.1 Service Requests

- 5.1.1 All residential Customers will initiate or terminate service directly with the City. The City Representative will electronically transmit, in a form developed by the Contractor and approved by the City Representative, routine service requests to the Contractor on a daily basis or as necessary. The Contractor shall start or terminate service on the next scheduled collection following notification by the City Representative. The Contractor shall not initiate or terminate service to a residential Customer without notification from the City Representative.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

- 5.1.2 Non-curbside residential Customers will change service type(s), frequency, or Container number or sizes directly with the Contractor. Changes in service shall start or terminate on the next scheduled collection day from the date requested by the residential property owner/manager. The residential property owner/manager and Contractor shall mutually agree upon the service types, Container types, size, number, placement, and days of collection. Where mutual agreement is not reached, the City Representative shall make any final determinations. The City reserves the right, at its sole discretion, to revise the Container type, size, number, placement and/or days of collection.
- 5.1.3 The City shall be responsible for the billing and collection of payments for all Residential Collection Services, inclusive of disposal.

5.2 Residential Collection Service

- 5.2.1 The Contractor shall collect unlimited Solid Waste from Residential Units receiving curbside service once per week (may be changed to twice per week if Residential Service Option 2 is selected) in City-provided and Contractor-maintained Garbage Carts equipped with RFID technology. Residents may use additional resident-provided Containers, limited to forty (40) gallons, in size as necessary. Garbage Carts and Containers shall be placed for collection in locations accessible from the pavement or traveled way of the street or on the premises immediately adjacent to the sidewalk on regular schedules and routes.
- 5.2.2 The Contractor shall collect unlimited Single Stream Program Recyclables from all Residential Units receiving curbside service once each week, on the same day as Solid Waste collection, in City-provided and Contractor-maintained Recycling Carts equipped with RFID technology. Residents with space limitations may use Contractor provided and maintained Recycling Bins equipped with RFID technology, as approved by the City. Residents may also use additional resident-provided containers as necessary. Recycling Carts, Bins, and resident-provided containers shall be placed for collection in locations accessible from the pavement or traveled way of the street or on the premises immediately adjacent to the sidewalk on regular schedules and routes.
- 5.2.3 The Contractor shall collect Yard Waste, separate from other Solid Waste, from Residential Units receiving curbside service once each week, on the same day as Solid Waste collection. Yard Waste must be containerized in resident-provided containers. Resident-provided containers are not to exceed forty (40) gallons in size and forty (40) pounds in weight. Yard Waste shall be placed adjacent to the pavement or traveled way of the street. Discarded Christmas trees may be placed adjacent to the pavement or traveled way of the street for pickup following the Christmas holidays. Collection of Yard Waste not meeting these requirements may be provided at the fee specified in Exhibit 1, and shall be considered a Special Service. The Contractor is responsible for the billing and receipt of fees for Special Service.
- 5.2.4 The Contractor shall collect Bulk Waste as part of regular Residential Collection Service on an on-call basis. The Contractor's employees should note any Bulk Waste not collected on a regularly scheduled collection route. The Contractor shall collect Bulk Waste from a Residential Unit within four (4) calendar days of request by a residential Customer or within four (4) calendar days of when noted by the Contractor's employee during a regularly scheduled collection route. Collection of large amounts of Bulk Waste resulting from vacancies, clean outs, and other similar events may be provided at the fee specified in Exhibit 1, and shall be considered a Special Service. The Contractor is responsible for the billing and receipt of fees for Special Service. Upon disagreement between the Contractor and a Customer regarding assessment of said fees, the City shall have final determination.

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- 5.2.5 The Contractor shall provide, at no additional charge, door-side collection of Solid Waste and Recyclables to residents who are disabled, as certified by a doctor and approved by the City. Requests for door-side service shall be handled exclusively by the City. The City Representative will provide notification to the Contractor of residential customers approved for door-side service.
- 5.2.6 The Contractor shall collect Solid Waste from Residential Units receiving commercial-type service at least weekly using Contractor-provided and maintained Containers and Compactors, or customer-provided Compactors.
- 5.2.7 The Contractor shall collect Single Stream Program Recyclables from participating Residential Units receiving commercial-type service in City-provided and Contractor-maintained Recycling Carts, Contractor-provided and maintained Containers, or Customer-provided Compactors. Participation of residential complexes shall be mutually agreed upon by the residential property owner/manager and the Contractor, subject to final approval of the City. The sizes of Containers made available by the Contractor for the collection of Program Recyclables shall be the same as those available for the collection of Solid Waste.
- 5.2.8 The Contractor shall collect Yard Waste from participating Residential Units receiving commercial-type service in Contractor-provided and maintained Containers. Participation of residential complexes shall be mutually agreed upon by the residential property owner/manager and the Contractor, subject to final approval by the City.
- 5.2.9 For all residential complexes receiving commercial-type service, the City reserves the right, at its sole discretion, to revise the Container type, size, number, placement, and/or days of collection.

5.3 Hours

- 5.3.1 All Residential Collection Service shall be provided between the hours of 4:00 a.m. and 4:00 p.m. Monday through Friday. Any variation must be previously approved by the City Representative.
- 5.3.2 The Contractor shall provide regularly scheduled Collection Services on all holidays.

ARTICLE 6. COMMERCIAL COLLECTION

6.1 Service Requests

- 6.1.1 All Commercial Customers will initiate, terminate or change service directly with the Contractor. Service shall start, terminate or change on the next scheduled collection day from the date requested by the Commercial Customer.
- 6.1.2 The Commercial Customer and Contractor shall mutually agree upon the Container type, size, number, placement, and days of collection. Where mutual agreement is not reached, the City Representative shall make any final determinations. The City reserves the right, at its sole discretion, to revise the Container type, size, number, placement and/or days of collection.

6.2 Commercial Collection Service

- 6.2.1 The Contractor shall collect Solid Waste, placed for collection in accordance with this Contract, from Commercial Customers at least once per week using Contractor-provided and maintained Containers or Customer-provided Compactors.
- 6.2.2 Collection of Recyclables generated by Commercial Customers is not a service provided exclusively by the Contractor; however, the Contractor shall provide collection of Recyclables using Contractor-provided and maintained Containers or Customer-provided Compactors to any Commercial Customer upon request. The types of Recyclable Materials collected from

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Commercial Customers shall, at a minimum, include the same types of Recyclables collected from residents, and shall be collected in a Single Stream unless otherwise approved by the City. The sizes of Containers made available by the Contractor for the collection of Commercial Recyclables shall be the same as those available for the collection of Solid Waste. For businesses with space limitations, the Contractor shall provide Recycling Bins for collection of Commercial Recyclables upon request.

- 6.2.3 The Contractor acknowledges that a number of businesses may choose to share collection Containers and services. The Contractor shall offer and provide such shared services and will bill Commercial Customers accordingly.

6.3 Hours

- 6.3.1 Commercial Collection Services shall be provided between the hours of 7:00 p.m. and 8:00 a.m. on Monday through Sunday except as provided herein.
- 6.3.2 Commercial Collection Services within the area bordered by and including Whitehead Street, Southard Street, Simonton Street, Caroline Street, Margaret Street, and the waterfront between Margaret Street and Whitehead Street, as well as Truman Avenue between Duval Street and White Street, shall be provided between the hours of 2:00 a.m. and 8:00 a.m. on Monday through Sunday.
- 6.3.3 Materials collected on Sunday shall be tipped at the City Transfer Station Monday during normal operating hours.
- 6.3.4 The Contractor shall provide regularly scheduled Collection Services on all holidays.

ARTICLE 7. ADDITIONAL COLLECTION SERVICES

7.1 City Facilities, Public Streets

- 7.1.1 The Contractor shall provide, at no cost to the City, collection of Solid Waste and Program Recyclables in Contractor-owned and maintained Containers at City Hall.
- 7.1.2 The Contractor shall provide collection of Solid Waste and Program Recyclables in City-owned and maintained Containers on public streets at the rate specified in Exhibit 1. The Contractor hereby acknowledges the frequency of collection fluctuates seasonally, at times requiring multiple collections daily, which shall not be cause for missed or inadequate service.

7.2 Special Event Services

- 7.2.1 The City requires recycling at all special events per Ordinance No.02-29. Upon request, the Contractor shall provide collection of Solid Waste and Recyclables at special events in paired Solid Waste and Recycling Containers provided and maintained by the Contractor. Service at special events shall include delivery of paired Solid Waste and Recycling Containers, collection and processing as needed, Container removal and storage, and washing of Containers after each event.
- 7.2.2 Containers available for collection of Solid Waste and Recyclables at special events shall be the same range of sizes available for Commercial Collection Services. All Containers shall be clearly marked and labeled, subject to approval of the City Representative, and shall comply with specifications of commercial Solid Waste and Recycling Carts as provided in Exhibit 4.
- 7.2.3 Rates for Collection Services at special events shall be negotiated by the event-coordinator or sponsor and the Contractor, and shall not exceed comparable rates for Commercial Collection Services. Any disputes regarding rates shall be resolved by the City.
- 7.2.4 Nothing in this Contract shall prohibit the Contractor from providing pro bono Collection Services at special events.

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7.3 HHW/E-Waste Collection Events

The Contractor shall provide monthly HHW/E-Waste collection events, at no cost to the City. Events shall be held at Charles "Sonny" McCoy Indigenous Park located at 1801 White Street, Key West, Florida, 33040 on the first Saturday of each month from 8:00 a.m. to 12:00 p.m. Event date, hours, and location are subject to change by the City. The Contractor shall be responsible for providing sufficient qualified and trained staff to accept and properly manage materials delivered. The Contractor shall be responsible for transport, processing, and disposal of all materials collected at HHW/E-waste collection events in accordance with Applicable Law.

ARTICLE 8. CONTAINERS

8.1 Residential Containers

- 8.1.1 The City shall provide each curbside Residential Unit with a Garbage Cart and a Recycling Cart equipped with RFID technology and shall be responsible for the initial assembly and distribution. The City will also provide Recycling Carts to non-curbside residential complexes utilizing cart-based recycling. Thereafter, the City will provide the Contractor with the remaining inventory of City-owned Carts for storage and future use and distribution.
- 8.1.2 Prior to the Commencement Date and in accordance with the transition plan, the Contractor shall provide Recycling Bin(s) equipped with RFID technology to Residential Units with space limitations, as determined by the City.
- 8.1.3 Prior to the Commencement Date and in accordance with the transition plan, the Contractor shall provide new Solid Waste, Recycling, and Yard Waste Containers, as appropriate, based on the services each receives, to residential Customers receiving commercial-type Collection Service.
- 8.1.4 Ownership of all curbside residential Carts, non-curbside Recycling Carts, and Recycling Bins shall rest with the City at all times during this Contract. Ownership of Containers provided by the Contractor and utilized for other Residential Collection Services shall rest with the Contractor.
- 8.1.5 All residential Containers shall meet the specifications in Exhibit 4. Non-curbside Containers are subject to the requirements as specified in Articles 8.3.3 through 8.3.6.
- 8.1.6 Within three (3) work days of request by a Customer or the City Representative, the Contractor shall:
 - a. Exchange a curbside Residential Unit's Garbage Cart or Recycling Container for a different size. The Contractor shall provide one (1) exchange per Container type (Garbage Cart or Recycling Container) per Contract Year per Residential Unit at no additional charge to the Customer or the City. The Contractor may charge a thirty dollar (\$30.00) fee for each additional exchange provided to that Residential Unit during the same Contract Year. The Contractor shall be responsible for the billing and receipt of said fee.
 - b. Supply additional Recycling Containers to Residential Units at no cost to the Customer or City.
 - c. Supply additional Garbage Cart(s) to curbside Residential Units for a one-time fee of sixty dollars (\$60.00) per Garbage Cart. The Contractor shall be responsible for the billing and receipt of said fee.
 - d. Supply additional, remove, or exchange Solid Waste, Recycling, and Yard Waste Containers for non-curbside residential Customers at no cost to the Customer or City.
- 8.1.7 The Contractor shall produce labels for Customer-provided Yard Waste containers, the design and quality of which are subject to approval by the City Representative. Labels shall be of a

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high quality, waterproof, weatherproof, and UV resistant, and shall affix to Customer-provided containers via adhesive. The Contractor shall provide labels to Customers upon request, and shall also provide a consistent inventory to the City Representative to be made available at City Hall.

- 8.1.8 The City reserves the right to obtain and implement the use of standard containers for collection of residential Yard Waste, including but not limited to wheel-based, lidded carts similar to those used for the collection of Solid Waste and Program Recyclables. Should the City do so, the Contractor agrees to collect residential Yard Waste from said containers.

8.2 Commercial Containers

- 8.2.1 Prior to the Commencement Date, and in accordance with the transition plan, the Contractor shall provide new Solid Waste and Recycling Containers to service Commercial Customers.
- 8.2.2 The Contractor shall provide or exchange Containers to Commercial Customers within three (3) days of notification by the Customer or City Representative.
- 8.2.3 Commercial Carts shall meet the specifications in Exhibit 4.

8.3 Container Storage, Maintenance, Repair, and Replacement

- 8.3.1 The Contractor shall maintain an adequate inventory of Containers and parts to provide the services described herein. Carts and Containers shall be stored locally or within a reasonable distance to ensure timely delivery.
- 8.3.2 The Contractor shall provide storage for the initial inventory of City-provided Garbage and Recycling Carts. The Contractor is responsible for replenishing and maintaining an adequate inventory of Carts and Recycling Bins identical in nature to those provided by the City.
- 8.3.3 All dumpsters and Contractor-provided Compactors shall be painted at least annually and have the Contractor's name on at least two opposite sides in clear type not larger than three inches (3") in height.
- 8.3.4 Dumpsters and Contractor-provided Compactors shall be rust-free, have drain plugs installed to retain storm water and prevent leaching, and have lids in proper-safe working condition. Because of the local climate, the Contractor is encouraged to consider the use of Containers that are not susceptible to rust.
- 8.3.5 The Contractor shall maintain Containers so they are free from offensive odors. Upon request, the Contractor shall deodorize, wash-out, or switch-out Containers as needed.
- 8.3.6 The Contractor shall inspect all Carts and Containers on a regular basis and shall maintain them in proper operating condition. Any Container not meeting the specifications as provided in this Article shall be subject to repair or replacement. The Contractor shall repair or replace any Container in need of such repair or replacement within three (3) days of notification by a Customer or the City Representative. Any final determinations regarding repair versus replacement of a Container shall be made by the City Representative.
- 8.3.7 The Contractor shall bear the cost of repairing or replacing all Carts, including RFID technology maintenance, and Containers. The Contractor shall coordinate with the City concerning repair or replacement of City-provided Garbage and Recycling Carts under warranty. The Contractor shall replace residential Carts only upon approval by the City Representative. All final decisions regarding the condition or replacement of Containers will be made by the City Representative.
- 8.3.8 Contractor shall be responsible for reporting and tracking the movement of all residential Garbage and Recycling Carts, and Recycling Bins as specified in Article 12.2.3.

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- 8.3.9 Contractor shall report monthly to the City Representative the Cart and Container repair, replacement and exchange services performed and date completed. Such report shall be submitted electronically in a format developed by the Contractor and approved by the City Representative, and shall include at a minimum the information specified in Article 12.2.3.

ARTICLE 9. GENERAL COLLECTION SERVICE REQUIREMENTS

9.1 Designated Facility

- 9.1.1 The Contractor shall deliver the following materials collected pursuant to this Contract to the City Transfer Station:
- a. All Solid Waste.
 - b. Program Recyclables collected from Residential Units, City Hall, and public containers.
 - c. All Bulk Waste.
- 9.1.2 The Contractor may deliver Yard Waste and commercial Recyclables collected pursuant to this Contract to the City Transfer Station. Should the Contractor choose to deliver these materials elsewhere, delivery facilities must be equipped with operational, state-certified scales that are calibrated at least annually. The City reserves the right to request scale calibration and inspection records as necessary.
- 9.1.3 The Contractor shall pay no tip fee at the City Transfer Station for materials for which the City receives disposal fees through regular service rates.
- 9.1.4 In the event the City Transfer Station is closed due to an emergency, the Contractor may transport and deliver Solid Waste to a legally permitted facility to receive such materials as directed by the City Representative. In such an event, the City shall be responsible for payment of tipping fees associated with delivery of materials for which the City receives disposal fees through regular service rates.

9.2 Permits and Licenses

The Contractor, at its sole cost and expense, shall maintain throughout the term of this Contract all permits, licenses, and approvals necessary or required for the Contractor to perform the work and services described herein. This includes a City of Key West Business License, renewed annually.

9.3 Service Verification System

- 9.3.1 The Contractor shall provide and maintain a service verification system with web-based access. Service verification software must be compatible with RFID technology currently employed by the City, and shall be capable of providing reports online that can be downloaded in PDF and Excel formats. The system shall also be free of any requirements for the City to install and support any back-office software for the collection and delivery of collection data. The Contractor is responsible for all associated software costs and maintenance.
- 9.3.2 Service verification software shall be capable of providing map-based location visibility of Carts and collection vehicles operated in real time, and shall be able to generate reports as needed based on container service activity including, but not limited to, collection and non-collection events, and setout rates. Variables and fields used to supply and manage this information shall include, but is not limited to:
- a. Container type (Garbage Cart or Recycling Cart, or Recycling Bin)
 - b. Collection event date, time, and latitude/longitude coordinates
 - c. Customer ID and address
 - d. RFID tag number

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- e. Serial number
 - f. Route and truck information
 - g. Other information as requested by the City Representative
- 9.3.3 Service verification software shall include an asset management database, through which the Contractor shall be responsible for reporting and tracking the movement of all residential Garbage Carts, Recycling Carts, and Recycling Bins including deliveries, removals, exchanges, repairs, warranty recovery, and other information necessary to manage cart assets, subject to approval of the City Representative. All database adjustments must be made within forty-eight (48) hours of physical inventory exchange, and completion of work order. All software used shall have the ability to generate reports based on container activity including maintenance and inventory reports. Data fields shall include, but are not limited to:
- a. Work order number, date, and status
 - b. Container type (Garbage Cart, Recycling Cart, or Recycling Bin)
 - c. Customer ID and address
 - d. Container serial numbers, new and old if replacement is required
 - e. RFID tag numbers, new and old if replacement is required
 - f. Recovery and delivery latitude/longitude coordinates
 - g. Route information
 - h. Other information as requested by the City Representative.

9.4 Collection Schedules

- 9.4.1 At least ninety (90) days prior to the Commencement Date, the Contractor shall submit to the City Representative, collection route schedules that provide each route name/number, the type of collection service provided, scheduled collection days, approximate number of Customers on the route, vehicle/equipment, and number of personnel assigned to the route. The schedule also shall include a legible map depicting the routes.
- 9.4.2 The Contractor shall make changes in collection schedules or route orders only upon prior notification and written approval by the City Representative. The Contractor, at its expense, shall notify all affected Customers, in writing, of any approved schedule change at least ten (10) business days prior to the change. Notifications shall be approved in advance by the City Representative.
- 9.4.3 The City reserves the right to deny the Contractor's vehicles access to certain streets, alleys and public rights-of-way, inside the City, where it is in the best interest of the general public to do so. The Contractor shall not interrupt the regular schedule or quality of service because of such street closures.
- 9.4.4 The Contractor is aware of the fact that seasonally, the quantity of Yard Waste to be collected is materially increased. The Contractor agrees that this additional workload will not be considered as adequate justification for failure of the Contractor to maintain the required collection schedules and routes.
- 9.4.5 In the event of a hurricane, tornado, major storm, natural disaster, or other such event, the City Representative may grant the Contractor a variance from regular routes and schedules. The Contractor shall coordinate with the City to resume regular Collection Service as soon as possible. As soon as practicable after such event, the Contractor shall advise the City Representative when it is anticipated that normal routes and schedules can be resumed. The Contractor shall inform all residential and Commercial Customers of any change in schedule.

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- 9.4.6 In the event of a storm or hurricane emergency, the City reserves the right to assign routes or pick-up priorities as deemed necessary by the City or Federal Emergency Management Agency (FEMA). The Contractor shall, to the best of its ability, coordinate with the City during such events.

9.5 Manner of Collection

The Contractor shall provide all Collection Services with as little noise and disturbance as possible and shall leave any Cart or Container at the same point it was collected. Garbage Carts and Recycling Carts shall be handled carefully, shall be thoroughly emptied and returned to the curb, edge of the road or corner of the driveway with the lid closed. No trespassing by Contractor's employees will be permitted. No employee shall remove or tamper with any property not placed for collection. Care shall be taken to prevent damage to property, including but not limited to vehicles, buildings, flowers, shrubs, and other plantings, as well as curbs, gutters, and storm water inlet covers. Contractor's vehicles shall not unduly interfere with vehicular or pedestrian traffic. Vehicles shall not be left on the street unattended.

9.6 Non-Collection Procedures

- 9.6.1 In the event Solid Waste, Recyclable Materials, Yard Waste, or Bulk Waste is not placed in accordance with this Contract, the Contractor may choose not to collect such material, and shall affix a non-collection notice to the Container or waste explaining why collection was not made.
- 9.6.2 The design and content of all non-collection notices are subject to approval by the City Representative. The cost of printing and delivery of said notices shall be paid for by the Contractor.
- 9.6.3 If Hazardous or Biological Waste is detected prior to collection, the Contractor shall follow the non-collection procedures as stated in herein.
- 9.6.4 Contractor shall not be required to collect in instances where dangerous animals are present and unrestrained. The Contractor shall immediately notify the City Representative of such condition and of the inability to make collection because of such conditions.
- 9.6.5 The Contractor shall notify the City Representative daily of any non-collection events in an electronic format approved by the City Representative.

9.7 Missed Collection

- 9.7.1 In the event that a regularly scheduled collection is missed and the complaint is received by either the City or the Contractor before noon, and where no fault can be found on the Customer's part, a special collection of the material will be required of the Contractor prior to the end of that day. Should a complaint be received after noon, where no fault can be found on the Customer's part, a special collection of the material will be required of the Contractor prior to noon the next day.
- 9.7.2 The Contractor shall notify the City Representative daily of any missed collection events in an electronic format approved by the City Representative.

9.8 Spillage and Litter

- 9.8.1 The Contractor shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of Solid Waste, Yard Waste, or Recyclable Materials during collection. Should spillage and/or littering occur, the Contractor shall be responsible for immediate clean up at its own expense. The Contractor shall transport all materials in such a manner as to prevent the spilling or blowing from the Contractor's vehicle.

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- 9.8.2 Equipment oil, spilled paint, or any other liquid or debris resulting from the Contractor's operations or equipment repair shall be covered immediately with an absorptive material and removed from the street or other surface. When necessary, Contractor shall apply a suitable cleaning agent to the street surface to provide adequate cleaning or remove contaminated surface soil or material and promptly replace with clean soil or surface material. All spills must be cleaned up and affected areas sanitized to the satisfaction of the City Representative. All cleaning shall be at the Contractor's own expense.

9.9 Mixing of Loads

- 9.9.1 The Contractor shall collect Solid Waste, Yard Waste, and Recyclables generated in the City separate from any materials generated in another jurisdiction.
- 9.9.2 The Contractor shall collect Solid Waste, Yard Waste, and Recyclables separate from each other and shall not combine loads of different material types.
- 9.9.3 The Contractor shall collect Recyclables generated by Commercial Customers separate from that generated by Residential Units, unless otherwise approved by the City Representative. If the Contractor mixes commercial Recyclables with Program Recyclables from Residential Units, the entire load shall be considered residential Program Recyclables, unless otherwise negotiated by the City and the Contractor.

9.10 Collection Equipment

- 9.10.1 The Contractor shall provide and maintain sufficient equipment, in proper operating condition, in order to maintain regular schedules and routes of collection, as defined in the Contract. All collection vehicles and equipment shall be new at the start of this Contract.
- 9.10.2 The Contractor shall provide and maintain in proper operating condition, RFID readers on all vehicles used for servicing residential Garbage and Recycling Carts. The Contractor shall also maintain sufficient handheld RFID readers in proper operating condition. It is the responsibility of the Contractor to ensure all RFID readers are capable of reading RFID tags in City-provided Garbage and Recycling Carts.
- 9.10.3 The Contractor shall provide the City Representative with Material Safety Data Sheets for fluids used within the vehicles. These specification sheets will be kept current by the Contractor and on file with the City.
- 9.10.4 Collection vehicles shall be of a type sufficient to safely and efficiently collect all Solid Waste, Bulk Waste, Yard Waste, and Recyclables covered by this Contract, including from alley ways and other narrow thoroughfares, and from off-shore locations that require transport of collection vehicles by boat including Sunset Key. Collection vehicles must be capable of transporting materials in a manner such that no collected materials can be blown or fall from the vehicle during transport. All frontloading vehicles must be equipped with hopper doors.
- 9.10.5 The Contractor shall install and maintain in good working condition a communication system in each vehicle utilized in performing the work required by the Contract. The system installed shall be able to contact the City Representative in the event of an emergency.
- 9.10.6 Vehicles shall be painted uniformly, with the company name, telephone number, and vehicle number printed in letters not less than three inches (3") on each side of the vehicle. Vehicles shall also clearly identify on both sides of the vehicle in type not less than six inches (6") tall the materials type being collected. Contractor may use magnetic placards or other transferable devices, subject to approval by the City. The Contractor shall maintain a record of the vehicle to which each number is assigned, and the materials collected each day. Vehicles shall be maintained in a clean and appealing manner, as determined by the City Representative.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

- 9.10.7 All Collection equipment shall be leak-proof so as to prevent any liquid from draining onto the ground. To ensure compliance herewith, the City reserves the right to inspect the Contractor's collection vehicles at any time to ascertain said sanitary condition.

9.11 Contractor's Office/Call Center

- 9.11.1 The Contractor shall provide, at its own expense, an office with call center services and local toll-free phone number within twenty (20) miles of the City limits. The Contractor shall maintain a sufficient number of appropriately trained representatives available to receive calls from 8:00 a.m. to 5:00 p.m., Monday through Friday to service inquiries, requests and complaints in connection with the services to be provided under this Contract. Voicemail shall be available for receipt of calls after 5:00 p.m. The Contractor shall provide for the prompt handling of emergency complaints and all other special or emergency calls.
- 9.11.2 The Contractor shall provide a local toll-free emergency phone number to be available on a 24-hour basis and shall have local personnel available at all times for the purpose of emergency response.

ARTICLE 10. COMPLAINTS AND PROPERTY DAMAGE

10.1 Customer Complaints

- 10.1.1 The Contractor shall make every effort to minimize the number of legitimate complaints. Each complaint shall be considered legitimate unless satisfactory evidence to the contrary is furnished to the City Representative that the complaint occurred through no fault of the Contractor. If the Contractor and the City Representative cannot agree on a resolution, the dispute will be referred to the City Manager, whose decision will be final.
- 10.1.2 Each dumping of each container constitutes one collection event. Customers with two Containers emptied once per week represents two (2) collections per week (8.7 collections per month). Complaints include, but are not limited to, incorrect service charges, late service charges, missed service, spilled material, material not collected, property damage, and employee conduct.
- 10.1.3 The Contractor will maintain a record of all complaints including the date and time of call; name, address, and telephone number of person calling; nature of the complaint; resolution; and date of resolution. The Contractor may utilize service verification software to maintain and make available records required herein, subject to approval by the City Representative.
- 10.1.4 All legitimate complaints related to missed service must be resolved in accordance with Section 9.7. All spilled materials complaints must be resolved in a manner acceptable to the City within twenty-four (24) hours of receipt thereof. All other legitimate non-property damage complaints shall be addressed within twenty-four (24) hours of receipt thereof by the Contractor and must be resolved within five business days. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day. A complaint unresolved within these timeframes will accumulate as additional complaint counts for each day unresolved.
- 10.1.5 Monthly, the Contractor shall provide the City Representative a summary of all complaints. This report shall include the name, address, and telephone number of the complainant; date of occurrence; nature of occurrence; and the status of the complaint. The Contractor may utilize service verification software to maintain and make available records required herein, subject to approval of the City Representative.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

10.2 Property Damage

- 10.2.1 The Contractor shall immediately notify the City Representative of any damage to public or private property caused by the Contractor during the provision of Collection Services.
- 10.2.2 The Contractor shall be responsible for the prompt repair or replacement, if repair is not adequate, of any damage to public or private property caused by the Contractor during the provision of Collection Services. The Contractor shall promptly repair any such legitimate damage claim, at its sole expense, within three (3) work days. Upon the request of the Contractor, the City Representative may grant a time extension. Proof of the need for an extension shall be submitted by the Contractor. The Contractor shall notify the City Representative upon resolution regarding any damage to public or private property caused by the Contractor during the provision of Collection Services.
- 10.2.3 Monthly, the Contractor shall e-mail to the City Representative a summary of any complaints involving a claim of damage to public or private property as a result of actions of the Contractor's employees, agents, or subcontractors that are unresolved within the timeframe specified herein. Summary information shall include the name, address and phone number of the complainant, date of occurrence, nature of occurrence and the status of the disposition of the complaint. The Contractor may utilize service verification software to maintain and make available information required herein, subject to approval of the City Representative.

ARTICLE 11. PROCESSING SERVICES

11.1 Recyclables and White Goods Processing

- 11.1.1 The Contractor shall be responsible for the transport, processing, and marketing of Recyclables and White Goods collected pursuant to this Contract and/or received at the City Transfer Station. All Recyclables shall be processed at a legally permitted/licensed facility to process such materials. All Recyclables, including glass, shall be processed for recycling or beneficial reuse, which shall not include use as landfill cover.
- 11.1.2 The Contractor shall be responsible for removal and disposition of all refrigerants contained in White Goods collected pursuant to this Contract. White Goods shall be collected so as not to leak refrigerant prior to removal. Refrigerants may be removed at the City Transfer Station. All White Goods shall be tagged following removal of refrigerants.
- 11.1.3 The Contractor shall not dispose of or landfill any Recyclables or White Goods or deliver such materials to another agent that landfills or disposes of material other than through recycling. This does not apply to Rejects and Residue, which must be disposed at a legally permitted and licensed facility to dispose of such materials.

11.2 Yard Waste Processing

- 11.2.1 The Contractor shall be responsible for and bear all costs of transporting, processing, and marketing Yard Waste collected pursuant to this Contract or received at the City Transfer Station. All Yard Waste must be processed for beneficial reuse, including, but not limited to, Composting or mulching, but excluding use as landfill cover or fuel.
- 11.2.2 The Contractor shall not dispose of any Yard Waste or deliver such Yard Waste to another agent that disposes of material other than through beneficial reuse as specified herein.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

ARTICLE 12. RECORD KEEPING AND REPORTING

12.1 Record Keeping

The Contractor shall maintain records, documents, and other information directly pertinent to performance of work under this Contract in accordance with generally accepted management principles and practices. The City shall have access to such records, documents, and other evidence for inspection, and copying during normal business hours. The Contractor shall maintain and provide access to records, documents, and other information relating to this Contract for three (3) years following the conclusion or termination of this Contract. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Contract, and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws. The Contractor shall file and keep current with the City, all documents and reports required by this Contract. All information contained in reports shall be as specified in Article 12.2.

12.2 Reporting

12.2.1 Daily Report: Daily, the Contractor shall electronically notify the City Representative of any of the events listed below, in a format approved by the City Representative, which may include use of the service verification system reports when appropriate. If no such events occur, no notification is necessary.

- a. Non-collection as specified in Article 9.6.
- b. Incidences of property damage to public or private property by the Contractor as a result of Collection Services as specified by Article 10.2.

12.2.2 Monthly Report: Prior to the fifteenth (15th) of each month during the term of this Contract, the Contractor shall electronically submit a report to the City Representative, in a format approved by the City Representative, which may include use of the service verification system reports when appropriate. The report shall contain the following information for the previous service month:

- a. A summary of service calls, including regular Bulk Waste pick-ups, and Special Services. Information provided shall include the date and time of call; name, address, and telephone number of person calling; type and amount of material collected; and date of collection.
- b. A summary of complaint information as specified in Article 10.
- c. The total number of curbside residential Solid Waste and Recyclables setouts, where setout is defined as the collection of at least one Container of the specified material per Residential Unit during that month.
- d. Residential recycling participation rate defined as the number of Residential Units with at least one Recyclables set out that month divided by the number of Residential Units with at least one Solid Waste set out that month.
- e. List of all Commercial Customers receiving service that month, including the type, number, and size of Container; frequency of service; and service rate charged for all service types, including recycling.
- f. Commercial recycling participation rate defined as the number of Commercial Customers receiving collection of Recyclables in a Single Stream that month, divided by the total number of Commercial Customers receiving Solid Waste Collection Services that month.
- g. Cart and Container repair, replacement, exchange, and asset management reports including information as specified in Article 8.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

- h. Tonnage of materials collected pursuant to this Contract not delivered to the City Transfer Station including, but not limited to, HHW and E-Waste collected at monthly collection events as specified in Article 7.3.
 - i. All Recycling Revenue information as required in Article 15.2.
 - j. In addition to monthly data, the report shall also provide the annual accrual of such data for that Contract Year.
- 12.2.3 Annual Reports: Within thirty (30) days of the end of each Contract Year, the Contractor shall provide the City Representative with a report summarizing the following information for the previous Contract Year:
 - a. All information required in reports as specified in Articles 12.2.1 and 12.2.2.
 - b. A summary of container repairs and replacements, as specified in Article 8.
 - c. Net tonnage of materials diverted from disposal defined as the sum of total tons Recyclables, Yard Waste, White Goods, and E-Waste collected, less any Rejects and Residue disposed.
 - d. Copy of the Recyclable Materials report due to the FDEP detailing the types, quantities, and sources of Recyclable Materials processed at any facility that receives materials collected pursuant to this Contract or otherwise employed by the Contractor for the processing of Recyclables, White Goods, or Yard Waste collected, pursuant to this Contract.
- 12.2.4 Contractor shall provide any additional information or reports as requested by the City Representative to monitor this Contract or the City's solid waste and recycling programs. All reports shall be provided in a format as specified or approved by the City Representative.

ARTICLE 13. DISTRIBUTION OF INFORMATION, RECYCLING EDUCATION AND TARGETS

13.1 Distribution of Information

- 13.1.1 Prior to the Commencement Date and at least annually thereafter, the Contractor shall provide each Residential Unit with an informational brochure and magnet summarizing the obligations of the residents and the Contractor regarding Solid Waste, Recyclables, Yard Waste, and Bulk Waste collection. The brochure shall include setout procedures, days of collection and complaint procedures. The magnet shall include days of collection and Contractor's contact information. The design and content of brochures and magnets are subject to approval by the City Representative prior to production and distribution. The Contractor shall be responsible for all costs of producing and distributing brochures and magnets. The Contractor shall at no time distribute any promotional and/or educational materials to Customers without prior written authorization from the City Representative.
- 13.1.2 Prior to the Commencement Date and at least twice per Contract Year, the Contractor shall provide Commercial Customers with an informational brochure summarizing the obligations of the Commercial Customer and the Contractor regarding Solid Waste and Recyclables, including setout procedures, current service rates, Container availability for both Solid Waste and Recycling collection, and complaint procedures. Brochure design and content are subject to approval by the City Representative prior to production and distribution. The Contractor shall be responsible for all costs of producing and distributing brochures and may do so in conjunction with monthly invoices. The Contractor shall at no time distribute any promotional and/or educational materials to Commercial Customers without prior written authorization from the City Representative.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

13.2 Commercial Recycling Program and Targets

13.2.1 The Contractor shall be an active partner with the City in achieving and maintaining commercial recycling targets as established by the City. Such partnership may include, but not be limited to, assisting with recycling outreach and education to Commercial Customers, conducting commercial waste audits, and assisting Commercial Customers with right-sizing Solid Waste collection services when recycling services are initiated.

13.2.2 The Contractor shall meet the following recycling targets by the end of each Contract Year as specified herein. Targets refer to percent of Commercial Customers receiving collection of Single Stream Recyclables by the Contractor compared to the total number of Commercial Customers receiving Collection Services. Should the Contractor fail to meet these goals, the Contractor hereby acknowledges the associated penalties. Penalties assessed for failure to meet established targets shall be used to conduct education and outreach by the City including, but not limited to, commercial waste audits and production of educational materials regarding commercial recycling.

Contract Year	Target	Penalty
3 rd Contract Year (by 12/31/2017)	30% of Commercial Customers	\$5,000
4 th Contract Year (by 12/31/2018)	35% of Commercial Customers	\$10,000
5 th Contract Year (by 12/31/2019)	40% of Commercial Customers	\$15,000
6 th Contract Year (by 12/31/2020)	45% of Commercial Customers	\$20,000
7 th Contract Year (by 12/31/2021)	50% of Commercial Customers	Ineligible for Contract renewal

13.2.3 Targets achieved ahead of schedule must be maintained or re-achieved during the Contract Year specified to avoid penalties.

13.2.4 The Contractor shall remit penalties as assessed by the City in the next monthly payment as specified in 15.3.5.

ARTICLE 14. CITY TRANSFER STATION OPERATIONS (INCLUDED AT CITY’S DISCRETION)

14.1 City Responsibilities

14.1.1 The City will retain ownership of the land and buildings that make up the City Transfer Station area and all equipment made available to the Contractor. The City shall be named on the City Transfer Station operating permit.

14.1.2 The City, through its designated officials or agents, shall have the right to enter the City Transfer Station for purposes of inspection and monitoring at any time so long as such entry does not interfere with or endanger City Transfer Station operations.

14.1.3 The City will operate and manage the scale house, including staffing, technology, and document management. The City will be responsible for acquiring scale certification. One office at the City Transfer Station Administration building shall be dedicated for use by City staff. Breakroom and restrooms shall be shared by City and Contractor staff.

14.1.4 The City will be responsible for all billing and collection of tipping fees that are not included as part of Collection Service billing.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

- 14.1.5 The City will make available loading equipment and machinery owned by the City for use by the Contractor at the City Transfer Station. The City will maintain ownership of said equipment and, should the Contractor choose to utilize City-owned equipment, the Contractor shall be responsible for returning or replacing it at the expiration or termination of the Contract with that of equivalent value and functionality as noted by the Required Turn Back Condition, specified in Article 14.3.1-2.

14.2 Contractor Responsibilities

- 14.2.1 The Contractor shall be responsible for and shall bear all costs and expenses associated with operating and maintaining the City Transfer Station and equipment therein in full compliance with the FDEP City Transfer Station Permit, O&M Manual, Applicable Law, and this Contract.
- 14.2.2 The Contractor shall be responsible for and shall bear all costs of maintaining, modifying, and renewing all operational and environmental permits and approvals from any governmental entities required to operate the City Transfer Station, including preparation of a new O&M manual as required by FAC Chapter 62-701.710 if necessary.
- 14.2.3 The Contractor shall adhere to all procedures, requirements, and guidelines as established in the O&M Manual.
- 14.2.4 The Contractor shall perform and pay for any environmental monitoring at the City Transfer Station that is required by the O&M Manual, FDEP, or any regulatory agency with jurisdiction over activities at the City Transfer Station.
- 14.2.5 Contractor shall be responsible for all utility costs, including water, sewer, electrical and telecommunications, associated with City Transfer Station operations and will timely pay all utility costs and associated taxes and other governmental charges.
- 14.2.6 Should the City receive any Notice of Violation (NOV) pertaining to City Transfer Station operations, the City will forward the NOV to the Contractor within twenty-four (24) hours. The Contractor shall take immediate action to remedy the violation and regain compliance. The Contractor shall provide the City notice upon regaining compliance. The Contractor shall bear any and all costs associated with remedying a violation and regaining compliance.
- 14.2.7 At least annually, the Contractor shall cooperate with a City staff inspection of the operation and maintenance of the City Transfer Station. The inspection may include staff interviews, review of maintenance records, complaint log, monitoring data, and personal observations. Prior notice of an inspection is not required. The inspection may also include, but is not limited to, the following topics:
- a. Adherence to City Transfer Station permit conditions
 - b. Adherence to the Operations Plan including the closing of overhead doors as required by permit.
 - c. Noise abatement
 - d. Litter and pest control
 - e. Facility maintenance
 - f. Odor control

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

14.3 Transition Prior to Commencement of City Transfer Station Operations

- 14.3.1 No later than thirty (30) days after the Effective Date of this Contract, the Contractor and City Representative, together with any experts the City Representative may utilize, shall conduct a joint inspection of the City Transfer Station to document and define the existing condition of the facility and equipment, which shall be the condition the Contractor shall meet or exceed when turning the City Transfer Station and equipment back to the City at Contract expiration or termination (Required Turn Back Condition). Details regarding the Required Turn Back Condition shall include who is responsible for making repairs or replacements immediately or in the future, and estimated cost of repairs or replacements, if feasible.
- 14.3.2 As part of documenting the Required Turn Back Condition, the City's experts will evaluate and document the percentage of wear on the tip floor and all loading equipment. The Contractor shall be required to leave the tip floor and all loading equipment in equal or better condition upon the termination or expiration of this Contract. If the Contractor fails to leave the tip floor and loading equipment in equal or better condition than documented in the Required Turn Back Condition report, the Contractor shall reimburse the City one hundred and twenty five percent (125%) of the cost of returning the tip floor and/or loading equipment to its Required Turn Back Condition to cover both the cost of the work and the City's administrative and overhead costs.
- 14.3.3 No later than ten (10) days after the joint inspection of the City Transfer Station as specified above, and in accordance with the O&M Manual, the Contractor shall develop a Preventative Maintenance Program (Program), subject to the approval of the City. The Program shall, at a minimum, include cleaning and preventative maintenance plans for all City Transfer Station buildings, interiors and exteriors, as well as City-provided and Contractor-provided equipment and machinery, with special attention to the tip floor as specified in Article 14.8.2. The Program shall also include procedures as specified by the various equipment manufacturers, including but not limited to all labor and parts (e.g., tires, filters, fluids and hoses). Systems and equipment for inclusion in the Program include, but are not limited to, the fire pump, emergency generator, HVAC equipment, pumps, blowers, leachate and waste water system, dust control system, pest control system, overhead door(s), vents, lift station and tip floor scale. The City reserves the right to re-evaluate and request modifications to the Program as necessary.

14.4 Transition Prior to the Expiration of City Transfer Station Operations

- 14.4.1 At least ninety (90) calendar days prior to expiration of the Contract term or any renewal thereof, the Contractor and City Representative, together with any experts the City Representative may utilize, shall jointly inspect the City Transfer Station to identify any repairs or replacements needed to bring the City Transfer Station to the Required Turn Back Condition. The Contractor shall develop a list of any and all necessary repairs or replacements that the Contractor, at its sole cost and expense, must perform and shall establish a schedule for completing all such work. Such list shall be subject to the City Representative's approval.
- 14.4.2 At the termination or expiration of this Contract, the Contractor shall restore the City Transfer Station to its Required Turn Back Condition. Contractor shall remove any fixed assets installed by the Contractor and restore the area to its pre-existing condition, unless otherwise approved by the City Representative.
- 14.4.3 During any transition period occurring at the end of this Contract, the Contractor shall cooperate with the City and, if applicable, the incoming contractor. Such cooperation includes, but is not limited to, allowing site visits of the City Transfer Station by the City and the incoming contractor and ensuring all facilities are in Required Turn Back Condition. The Contractor shall coordinate and cooperate with the newly selected contractor and the City to minimize any disruptions in the service provided.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

14.5 Materials Acceptance and Loading

- 14.5.1 Beginning on the Commencement Date, the Contractor shall accept deliveries of Acceptable Waste at the City Transfer Station during the scheduled receiving days and hours in compliance with the standards and procedures specified by the Operations Plan.
- 14.5.2 Contractor shall keep Solid Waste, Yard Waste, Recyclables, and White Goods separate from each other at all times.
- 14.5.3 The Contractor shall keep all doors, including overhead doors closed during normal operating hours unless vehicles are entering or exiting the facility.
- 14.5.4 No materials shall be handled or stored outside at any time. All receptacles and storage containers shall be kept indoors. All Solid Waste equipment is to be kept indoors unless emptied of all waste and properly cleaned.
- 14.5.5 The daily average delivery vehicle turnaround time (time arrival at the City Transfer Station site to exit from the facility site) for self-haul and other non-Contractor delivery vehicles shall not exceed fifteen (15) minutes. Delays caused by equipment failure not due to negligence of the Contractor shall not be included in the turn-around time computation.
- 14.5.6 The Contractor shall load Solid Waste, Yard Waste, Recyclables, and any other materials into the appropriate trailers for transport. The Contractor shall make a good faith effort to fully load transfer trailers without exceeding maximum load limits.
- 14.5.7 The Contractor and Disposal Vendor shall work together to coordinate the movement of empty trailers to the designated loading locations at the City Transfer Station and move trailers away from the loading locations immediately after being filled.

14.6 Scheduled Receiving Days, Hours of Operations

- 14.6.1 The Contractor shall operate the City Transfer Station from Monday through Saturday during hours of operations in accordance with the current Operations Plan. Operating hours may be modified, subject to the approval of the City Representative and modification of the Operations Plan, if necessary.
- 14.6.2 The Contractor shall operate the City Transfer Station on any holidays that fall on a day that would otherwise be a normal operating day.
- 14.6.3 The City reserves the right to require the opening and operating of the City Transfer Station outside the regular hours during times of emergency or urgent need as determined by the City including, but not limited to, extended hours and Sunday openings following special events, holidays, and prior to and after extreme weather events. The Contractor shall staff and equip the facility to meet the needs of the City during such emergency openings.

14.7 Materials Rejection

- 14.7.1 The Contractor shall not reject any load of Acceptable Waste.
- 14.7.2 If the Contractor determines a load contains Prohibited Waste, the Contractor shall inform the City Representative of the vehicle number, date, time, and estimated quantity and type of Prohibitive Waste of such load. Contractor shall remove any Prohibited Waste delivered to the City Transfer Station from the waste Stream and shall properly manage and dispose of such Prohibited Waste.
- 14.7.3 Contractor shall make every effort to ensure that Prohibited Waste is not loaded into the transfer trailers.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

- 14.7.4 If any Hazardous Waste is detected within a load delivered of Acceptable Waste, The contractor shall immediately notify the City Representative. If the Contractor can reasonably demonstrate and document the source/generator of the materials, said materials may be returned to the generator, subject to approval by the City Representative. If not, the Contractor will properly isolate and containerize the materials and dispose of them in accordance with Applicable Law, at the City's expense and subject to approval by the City Representative.

14.8 Facility and Equipment

- 14.8.1 The Contractor shall be pro-active in maintaining and keeping in good condition and repair the City Transfer Station buildings, interior and exterior, including repair of any damages as well as wear and tear from normal operations, in accordance with the Preventative Maintenance Program as specified by Article 14.3.3 and the O&M Manual. The buildings shall be maintained to the satisfaction of the City Representative. The Contractor shall ensure janitorial services are provided in heated and/or air conditioned spaces.
- 14.8.2 The Contractor shall establish a written procedure, which must meet the approval of the City Representative, for monitoring the wear on the tipping floor. The Contractor shall be responsible for all tipping floor maintenance, repairs, resurfacing, and replacement.
- 14.8.3 The Contractor shall be proactive in maintaining all of the systems and equipment at the City Transfer Station in safe and good working order, as specified by the Preventative Maintenance Program developed by the Contractor pursuant to Article 14.3.3.
- 14.8.4 The Contractor shall have at least two operational front end loaders on site at all times.
- 14.8.5 The Contractor shall be pro-active in maintaining the City Transfer Station grounds in neat, clean, and litter-free condition. The Contractor shall be responsible for monitoring and collecting litter on a daily basis at a minimum, and more often if needed.
- 14.8.6 The Contractor shall maintain a pest control system, including rodent, insect, and bird control, contracted to a qualified pest control company. All pest control system measures shall be subject to approval by the City Representative.
- 14.8.7 The Contractor shall be responsible for the cost of all improvements to the City Transfer Station that are necessary to operate effectively and efficiently, including all facility modifications, capital improvement, equipment maintenance, repairs, and purchases. Such improvements shall be made only upon prior written consent by the City Representative, which shall not be unreasonably withheld. Detailed documentation shall be submitted to the City with any request for such improvements.
- 14.8.8 At least annually, the Contractor and City Representative shall jointly inspect the City Transfer Station to identify any repairs or replacements needed. The Contractor, at its sole cost and expense, shall be responsible for all cleanings, repairs or replacements as identified on a schedule agreed upon by the City and the Contractor. Completed cleanings, repairs and replacements shall be subject to approval by the City Representative. The City reserves the right to conduct additional inspections and require repairs as necessary.
- 14.8.9 The City's personnel who operate the scale house shall have access to the City Transfer Station as necessary.

14.9 Personnel

- 14.9.1 Prior to the Commencement Date, the Contractor shall interview each of the City's personnel employed at the City Transfer Station who desire to interview. Should any City employee possess the knowledge, skills, and abilities of an available position and meet the Contractor's experience requirements, the Contractor shall consider offering continued employment to that person.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

- 14.9.2 The Contractor shall employ certified operators and spotters, to operate the City Transfer Station and shall ensure all employees maintain certifications for the duration of performance under this Contract. The Contractor shall, wherever possible, employ its personnel from residents of the City.
- 14.9.3 The Contractor shall provide and maintain a minimum of two (2) contact names and phone numbers of the Contractor's representatives with the ability to respond within sixty (60) minutes of being contacted by the City Representative.
- 14.9.4 Conditions of employment shall be published and conspicuously posted so all employees may be informed. Contractor shall furnish reasonable uniforms, rain gear, and safety equipment.

14.10 Reporting

- 14.10.1 Report Format. No later than fifteen (15) calendar days following the Commencement Date of this Contract, the Contractor shall submit to the City Representative the format and sample contents of the records to be maintained and the reports to be generated in fulfillment of the requirements of this Contract. The Contractor shall create, maintain, and make available records as defined in and required by all Applicable Law, and any reports as are reasonably necessary to document and track information described herein. All records provided to the City shall be in an Excel spreadsheet or other format as approved by the City Representative.
- 14.10.2 The Contract shall provide the following reports:
 - a. Complaint Reports: The Contractor shall notify the City within twenty four (24) hours of the Contractor receiving a citizen complaint. The Contractor shall maintain a complaint log and document all corrective actions. The Contractor shall provide the complaint log upon request.
 - b. Monthly Reports: By the fifteenth (15th) of each month, the Contractor shall submit to the City Representative an electronic report summarizing any incidents including, but not limited to, shutdown times, maintenance, results of random load checks, accident reports, copies of all correspondence and summaries of discussion with regulatory agencies, customer complaints, operating problems or concerns, changes in operations, and other information that the City and Contractor may require from time to time.
 - c. Annual Reports: The Contractor shall file an annual report with the City no later than thirty (30) days following the close of a Contract Year. The annual report shall summarize the previous year's operations including a discussion of operating issues that occurred during the year, anticipated operating system issues during the coming fiscal year, planned capital improvements, and any other information pertinent to the maintenance and stewardship of the City Transfer Station, permits, and any other related aspects of this Contract.

ARTICLE 15. COMPENSATION

15.1 Service Rates

- 15.1.1 Collection Service rates shall be as provided in Exhibit 1. These rates shall remain fixed from the Commencement Date through September 30, 2015. Beginning October 1, 2015 and October 1 of each subsequent Contract Year, these rates shall be adjusted as specified in Exhibit 2.
- 15.1.2 The fees paid the Contractor for non-curbside Residential Collection Service are calculated on a per-unit rate equal to the rate paid for curbside Residential Collection Service.
- 15.1.3 The fees paid the Contractor for collection of commercial Recyclables may not exceed the collection portion of the service rate for a similar level of commercial Solid Waste collection service.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

- 15.1.4 The fee paid to the Contractor for transporting and processing Yard Waste shall be as provided in Exhibit 1. This fee shall remain fixed from the Commencement Date through September 30, 2015. Beginning October 1, 2015 and October 1 of each subsequent Contract Year, this fee shall be adjusted as specified in Exhibit 2.
- 15.1.5 The fee paid to the Contractor for operating the City Transfer Station, inclusive of all related services related to the City Transfer Station as specified in this Contract, shall be as provided in Exhibit 1. This fee shall remain fixed from the Commencement Date through September 30, 2015. Beginning October 1, 2015 and October 1 of each subsequent Contract Year, this fee shall be adjusted as specified in Exhibit 2.
- 15.1.6 Change in Law. The Contractor may petition the City for an additional rate adjustment resulting from a change in law. The Contractor's request shall contain sufficient proof and justification to support the need for the rate adjustment. The City may request from the Contractor such further information as may be reasonably necessary in making its determination. Within one hundred and twenty (120) calendar days of receipt of the request and all other additional information required by the City, the City Manager shall make a determination regarding the fairness of the request, and shall make a recommendation to the City Commission at a regular meeting. Rates adjusted due to change in law shall become effective the month following approval by the City Commission or when the law in question becomes effective, whichever is later.

15.2 Recyclables Revenue

- 15.2.1 The Contractor shall remit payment to the City monthly for each Ton of Program Recyclables collected from Residential Units, City Hall and City-owned public Containers during the previous month. The Tons of Program Recyclables shall be based on the inbound weight as determined by the City Transfer Station scales or the facility to which Program Recyclables are initially delivered if the Contractor decides not to use the City Transfer Station (inbound Program Recyclables). If Program Recyclables are mixed with commercial Recyclables, the Contractor shall make payment to the City for the entire load, unless otherwise agreed upon between the Contractor and the City Representative. The payment per Ton of Program Recyclables shall be calculated as specified in Exhibit 3.
- 15.2.2 The Contractor shall remit payment to the City monthly for all White Goods collected during the previous month. The Tons of White Goods shall be based on the inbound weight at the City Transfer Station or the facility to which White Goods are initially delivered if the Contractor decides not to use the City Transfer Station (inbound White Goods). The payment per Ton of White Goods shall be calculated as specified in Exhibit 3.

15.3 Billing and Payment

- 15.3.1 The City will bill and collect payment for Residential Collection Services inclusive of disposal fees, excluding Special Services specified in Articles 5.2.3 and 5.2.4. The Contractor shall bill and collect payment for Commercial Collection Services including disposal, and for Special Services as specified in Article 5.2.3 and 5.2.4.
- 15.3.2 No later than the tenth (10th) calendar day of each month, the City will provide a report to the Contractor of the previous month's inbound tonnages as measured by the City's scale house for the materials listed below:
- a. Program Recyclables
 - b. White Goods
 - c. Yard Waste
 - d. Acceptable Waste

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

- 15.3.3 No later than the fifteenth (15th) calendar day of each month, the Contractor shall provide the City, in an Excel spreadsheet format approved by the City Representative, with the following information for the service month prior, which may include the use of service verification system reports where appropriate:
- a. List and total number of actual curbside Residential Units served.
 - b. List and total number of non-curbside Residential Units/Customers served, including the services provided by service type (Solid Waste, Program Recyclables, Yard Waste), Container type and number, and frequency.
 - c. List and total number of actual Commercial Customers as billed, including the address and account number of each Customer receiving service, the size and number of containers, the number of pickups, and the amount billed. The Contractor shall have until the first day of the month following payment to report any errors or discrepancies. The Contractor shall promptly correct such errors or discrepancies.
 - d. Disposal fees charged by the Contractor for each Commercial Customer.
 - e. All additional or Special Services provided. The number of yards of materials collected for the additional service shall be itemized and explained, including disposal fees due the City.
 - f. A summary of deliveries and total tonnages of materials collected during the previous month not delivered to the City Transfer Station, as determined by the receiving facility's scales, including, but not limited to, commercial Recyclables, Yard Waste, HHW, and E-Waste. Delivery information shall include tonnage, location, date and time of delivery, and vehicle number.
 - g. Total payment due to the Contractor for Yard Waste processing services.
 - h. Total payment due to the Contractor for City Transfer Station operations.
 - i. Total recycling revenue due to the City for Program Recyclables and White Goods.
 - j. Total commercial and Special Service disposal fees due to the City.
- 15.3.4 No later than the thirtieth (30th) calendar day of each month, the City will remit payment to the Contractor for the following:
- a. Residential Collection Services performed during the previous month. Payment will be the collection portion of the service fees and will be made based on the City's list of Residential Units.
 - b. Yard Waste processing services performed during the previous month. Payment will be made based on the previous month's outbound Tons of Yard Waste as measured by the City's scale house, plus Tons of residential Yard Waste delivered to facilities instead of the City Transfer Station as determined by the receiving facility's scales as reported in Article 15.3.3(f) if applicable.
 - c. City Transfer Station operations performed during the previous month. Payment will be made based on the previous month's inbound Tons of Acceptable Waste as measured by the City's scale house.
- 15.3.5 No later than the fifteenth (15th) calendar day of each month, the Contractor shall remit payment to the City for the following:
- a. Commercial and Special Service disposal fees collected during the previous month. Contractor shall remit the entire disposal fee portion of the service fees collected from Commercial Customers and for Special Services during the previous month.
 - b. Revenue for Program Recyclables and White Goods processed during the previous month. Contractor will remit payment to the City for each Ton of Program Recyclables and White Goods as specified by Article 15.2.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

ARTICLE 16. CONTRACTOR PERFORMANCE

16.1 Chain of Communication

- 16.1.1 The Contractor shall direct any communications regarding operations pursuant to this Contract to the City Representative first and foremost, including daily and routine communications, reports and plans as specified, and all issues requiring direction, decisions, or input by the City.
- 16.1.2 The Contractor hereby agrees to refrain from communicating with other City staff or elected officials regarding operations pursuant to this Contract prior to discussion with the City Representative.

16.2 Local Manager

- 16.2.1 The Contractor shall assign a qualified local manager to be in charge of the operations within the City (Local Manager), as well as a designated alternative personnel when the Local Manager is not available. These personnel shall be responsible to the City Representative and be accessible at reasonable times. The Contractor shall give the names and day and night telephone numbers of these persons to the City Representative. Information regarding the person's experience and qualifications shall be furnished. Supervisory personnel must be present on the routes to direct operations in a satisfactory manner. Said supervisor(s) must be available for consultation with the City Representative and/or Customers within a reasonable, practicable time after notification of a request for such consultation.
- 16.2.2 The City reserves the right to request the replacement of the Local Manager and/or designated alternate. The Contractor shall honor the City's request.

16.3 Disagreements

Disputes between Customers and the Contractor concerning Container number or size, level or service, or day of pick-up may be appealed to the City Manager or his designee, and his determination shall be final.

16.4 Liquidated Damages

- 16.4.1 In the event the Contractor fails to perform in accordance with the provisions of this Contract, the City may withhold from any monies due the Contractor, not as a penalty but as liquidated damages for such breach of contract, the amounts defined herein for the following failures:
- | | |
|--|--|
| a. Failure to submit to the City all plans, reports, or other documents in the time required under the provisions of this Contract, unless approved by the City Representative. | \$50 per day late after due date |
| b. Failure to deliver Containers within required timeframe. (Article 8) | \$20 per Container |
| c. Changing collection schedules without proper notification. (Article 9.4) | \$50 per incident |
| d. Failure to obtain City approval for Customer brochures and magnets. (Article 13.1) | Cost of re-production and distribution |
| e. Failure to resolve a legitimate complaint in the timeframe specified. (Article 10) | \$20 per incident per Unit per day |
| f. Failure to repair damage to public or public or private property caused by the Contractor or its personnel within the timeframe approved by the City Representative. (Article 10) | \$50 per incident per day |

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

- | | | |
|----|---|--|
| g. | Beginning April 1, 2015: Legitimate residential service complaints in excess of 0.5% of total Residential Collection Services in a month. Total Residential Collection Services shall equal the number of collections per Residential Unit times the number of Residential Units serviced. (Article 10) | \$500 1 st month;
\$2000 2 nd consecutive month and each month thereafter;
More than 3 consecutive months shall be grounds for termination |
| h. | Beginning April 1, 2015: Legitimate commercial service complaints in excess of 0.5% of total Commercial Collection Services in a month. Total Commercial Collection Services shall equal the number of commercial collections per month. (Article 10) | \$500 1 st month;
\$2000 2 nd consecutive month and each month thereafter;
More than 3 consecutive months shall be grounds for termination |
| i. | IF APPLICABLE: Failure to keep overhead doors at the City Transfer Station closed unless vehicles are entering or exiting the City Transfer Station. (Article 14.5) | \$200 per Incident |
| j. | IF APPLICABLE: Failure to store all materials at the City Transfer Station indoors. (Article 14.5) | \$1000 per Day |
| k. | IF APPLICABLE: Failure to make repairs or provide replacement of City Transfer Station equipment and machinery as designated by the City within the established schedule. (Article 14.8.8) | City's cost to repair + 10% |

16.4.2 The City Representative may assess liquidated damages pursuant to this Article on a monthly basis in connection with this Contract and shall, at the end of each month during the term of this Contract, notify the Contractor in writing of the liquidated damages assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment, it may request in writing a meeting with the City Manager to resolve the issue. The City shall notify the Contractor in writing of any action taken with respect to Contractor's claims. The City Manager's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.

16.5 Arbitration

In the event that the City and the Contractor are unable to reach agreement as to any disputes (other than breach) arising under this Contract within thirty (30) days after receipt of notice, hereafter referred to as Arbitration Notice, then those issues shall be submitted to binding arbitration under the following terms, conditions, and procedures:

- 16.5.1 Unless specifically provided for herein to the contrary, the rules and procedures of the American Arbitration Association, as shall from time to time be amended, shall apply.
- 16.5.2 There shall be a three member Arbitration Board composed of one member selected by the City and one member selected by the Contractor. Each party shall notify the other of its selection on or before ten (10) days after receipt of the Arbitration Notice. The final member of the three-member Arbitration Board shall be selected by the initial two members within a reasonable time after their appointment.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

- 16.5.3 On or before twenty five (25) days after receipt of the Arbitration Notice, each party shall submit to the Arbitration Board its written position on each unresolved issue. Such submission shall include, not only the party's proposed resolution, but also, all supporting data and argument. All exhibits intended for introduction at the hearing and a list of witnesses each party intends to call, shall be submitted as exhibits to the submission.
- 16.5.4 The Arbitration Board may schedule such preheating conferences, as it shall deem advisable.
- 16.5.5 The arbitration hearing shall commence between twenty-six (26) and forty (40) days after receipt of the Arbitration Notice, and the evidentiary phase of such hearing shall be concluded no later than ten (10) working days after its commencement.
- 16.5.6 Within ten (10) days of the conclusion of the evidentiary phase of the arbitration hearing, the Arbitration Board shall announce its order. The order shall be limited to each individual issue, and to either the position of the City or that of the Contractor as set forth by each party's submission. The order shall be final and not subject to appeal.
- 16.5.7 Findings of fact and conclusions of law shall not be required of the Arbitration Board unless specifically requested by either party within five (5) working days of the announcement of the order.
- 16.5.8 The cost of arbitration shall be borne equally by the City and the Contractor, unless the order makes a specific finding of fact that one party has prosecuted its case in frivolity or in bad faith, in which case all costs of arbitration shall be borne by the offending party.

ARTICLE 17. PERFORMANCE BOND

The Contractor shall furnish a performance bond as security for the performance of the Contract with the City. Said performance bond will be in the greatest of fifty (50%) of the annual cost of the executed Contract. The premium for the performance bond described above shall be paid by the Contractor. The performance bond shall be written in a surety company licensed to do business in the State of Florida with an A.M. Best Financial rating of a VII or higher for the most current calendar year available. The Surety or Sureties shall be a company or companies satisfactory to the City. Any Surety shall be required to have a resident agent in the State of Florida and shall be duly licensed to conduct business therein. The requirement of a Florida resident agent may be waived by the City if evidence satisfactory to the City is if applicable requirements have been met to permit service of process on a State official under state law.

ARTICLE 18. TERMINATION

18.1 Termination for Convenience

The City shall have the right to terminate this Contract, for convenience, upon one hundred eighty (180) days written notice to either party. In the event of a termination under this Subsection, the Contractor shall continue to operate in accordance with the provisions of this Contract during the wind-down period. Upon mutual written Contract, the wind-down period may be extended. The City shall not terminate said Contract under this clause for two (2) Contract Years after the Effective Date.

18.2 Termination for Material Breach

Either party hereto may terminate this Contract upon a material breach of the terms hereof by the other party, provided that the non-breaching party gives written notice of the breach to the breaching party and allows said breaching party thirty (30) days to cure, or to take all reasonable steps to commence to cure, said breach as provided for in herein. The following events shall be deemed a breach of contract.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

- 18.2.1 The Contractor takes the benefits of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States, or any state thereof, or consent to the appointment or a receiver, trustee, or liquidator of all or substantially all of its property; or,
- 18.2.2 By order or decree of a court, the Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or any of the stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under Federal Bankruptcy laws or under any law or statute of the United States or of any state thereof; provided that, if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,
- 18.2.3 By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court of governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession of control shall continue in effect for a period of sixty (60) days; or,
- 18.2.4 The Contractor shall voluntarily abandon, desert, or discontinue its operations hereunder; or,
- 18.2.5 Any lien is filed against any premises in the City because of any act or omission of the Contractor and is not removed or the City and landowner adequately secured, by bond or otherwise, within ninety (90) days after the Contractor has received written notice thereof; or,
- 18.2.6 The Contractor has abandoned, failed, or refused to perform or observe each and every promise in the Contract, or has failed, or refused to comply with the instructions of the City Representative.

18.3 Procedure

- 18.3.1 Within seven (7) days after receipt of written notice, if the breaching party fails to cure the default or breach, the City Representative shall notify the City Manager and a public hearing shall be set for a date within fifteen (15) days of such notice.
- 18.3.2 The City Representative shall, not less than five (5) days prior to the date of such hearing, notify the Contractor of the date and place of the public hearing at which the Contractor shall be required to show cause why the terms of the Contract have been breached. Should either party fail to appear at the hearing or fail to show cause why it has breached the terms of the Contract to the reasonable satisfaction of the City, the City shall declare a breach on the Contract and notify the Contractor, and authorize the City Manager to take action with regard to the performance bond if necessary.
- 18.3.3 Upon such a declaration of breach by the Contractor, all payments due the Contractor shall be retained by the City and applied to the completion of the Contract and to damages suffered and expenses incurred by the City by reason of such breach, unless the surety on the performance bond shall assume the Contract, in which event all payments remaining due to the Contractor at the time of breach, less amount due the City from the Contractor and less all sums due the City for damages suffered and expenses incurred by reason of such delimit, shall be due and payable to such surety. Thereafter, such surety shall receive monthly payments equal to those that would have been paid to the Contractor had said Contractor continued to perform the Contract.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

- 18.3.4 If such surety fails to exercise such option to cure, the City may complete the Contract or any part thereof, either by day labor or by re-letting the Contract, and the City shall have the right to take possession of and use any or all of the vehicles, materials, equipment, facilities, and property of every kind provided by the Contractor for the performance of the Contract and to procure other vehicles of the same and to charge the cost of the same to the Contractor, together with the costs incident thereto. During such period, the liability of the City to the Contractor for loss or damage to such equipment so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability.
- 18.3.5 In the event the City completes the Contract at a lesser cost than would have been payable to the Contractor under the Contract if the same had been fulfilled by said Contractor, then the City shall retain such difference. Should such cost to the City be greater, the Contractor shall be liable for and pay the amount of such excess cost to the City.

18.4 Force Majeure

Unless otherwise stated herein, the Contractor shall be excused from performance in cases of war, insurrection, riot, acts of God, or other causes beyond the reasonable control of Contractor; for the purpose herein, a strike shall be considered within the Contractor's reasonable control.

ARTICLE 19. INSURANCE REQUIREMENTS

During the life of the Contract, the Contractor shall procure, maintain and provide the City with certificates of insurance as evidence of the insurance required below. The City shall be an additional insured (except on Worker's Compensation) on this insurance with respect in all claims arising out of the operations or work to be performed. Cancellation or modification of said insurance shall not be effected without thirty (30) days prior written notice to the City. Except as otherwise stated, the amounts and types of insurance provided by the Contractor shall conform to the following minimum requirements:

19.1 Worker's Compensation

The Contractor shall provide and maintain during the life of the Contract, at its own expense, Workers Compensation Insurance coverage that apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include employers' liability insurance in an amount not less than one million dollars (\$1,000,000) each accident; one million dollars (\$1,000,000) disease policy limit; and one million dollars (\$1,000,000) disease each employee.

19.2 Comprehensive General Liability

The Contractor shall provide and maintain during the life of the Contract, at his own expense Comprehensive General Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:

- 19.2.1 Minimum limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability and an annual aggregate of ten million dollars (\$10,000,000).
- 19.2.2 The policy must include the contractual liability endorsement: premises and/or operations; independent contractors; and products and/or completed operations.
- 19.2.3 The contractual coverage must specify that it covers the Indemnification Contract which is part of this Contract.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

19.3 Business Automobile Policy

The Contractor shall provide and maintain during the life of the Contract, at his own expense, Comprehensive Automobile Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

- 19.3.1 Minimum limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability.
- 19.3.2 Coverage must include owned vehicles, hired and non-owned vehicles, and employer's non-ownership.
- 19.3.3 The contractual coverage must specify that it covers the Indemnification Contract which is part of this Contract.

19.4 Certificates

Certificates of all insurance required from the Contractor shall be subject to the City's approval of adequacy and protection. Certificates from the insurance carrier stating the types of coverage provided, limits of liability, and expiration dates, shall be filed with the City before operations are commenced. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this Contract and section and the above paragraphs, in accordance with which such insurance is being furnished, and shall state that such insurance is as required by such paragraphs of the Contract. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished, in thirty (30) days prior to expiration, and shall state that such insurance is as required by such paragraphs of this Contract. Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested; this includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation clause in favor of the City of Key West on all policies and shall state that such insurance is as required by sections pursuant to this Contract.

ARTICLE 20. OTHER TERMS AND CONDITIONS

20.1 Notice

All notices and other communications received in connection with this Contract shall be in writing unless otherwise specified. Any notice or other communication required under this Contract shall be deemed delivered to the addressee when delivered in duplicate, in person at the address set forth below, or three business days after the deposit in any main or branch office of the U.S. Post Office, certified or registered mail, return receipt requested, postage pre-paid, property addressed to the parties, respectively, as follows:

To the City: City of Key West
 3132 Flagler Avenue
 Key West, Florida 33040
 Attn: City Manager

To the Contractor: [to be inserted]

By notice complying with the foregoing requirements of this Article, each party shall have the right to change the address or addressee or both for all future notices and communications to such parties, though no notice of the change of address shall be effective until actually received.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

20.2 Subcontractors, Assignments, and Change of Control

Any transfer or assignment of the responsibilities of the Contractor by the surety is subject to approval by the City.

20.3 Compliance with Laws and Regulations

The Contractor hereby agrees to abide with all applicable Federal, State and local laws and regulations. It is understood that the City has ordinances for affecting a solid waste control program. It is the responsibility of the Contractor to become familiar with such ordinances, and it is understood that, if any provisions of said ordinances are in conflict with the conditions of the contract, the ordinances shall be the governing factor for performances of the Contract.

20.4 Indemnification and Penalties

- 20.4.1 Contractor shall sign and abide by the requirements as stipulated in the Indemnification Form submitted by the Contractor in response to ITB # 14-009.
- 20.4.2 The Contractor shall be liable for any fines or civil penalties which are imposed by any governmental or quasi-governmental agency or body arising out of, resulting from, or relating to, the Contractor's performance or failure to perform, its duties and obligations under this Contract including, without limitation, acts and omissions of the Contractor's employees, agents, officers, subcontractors and independent contractors.
- 20.4.3 The Contractor may contest any such fines or penalties in administrative and/or court proceedings provided, however, that the Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. The Contractor shall be solely responsible for all costs, including attorneys' and accountants' fees, of protesting any such fines or civil penalties.

20.5 Employment

- 20.5.1 Independent Contractor. The relationship of the Contractor is that of an Independent Contractor. The City and the Contractor hereby agree and covenant that at no time during the term of this Contract shall any member of the governing body of the City be employed by, or be a member of the governing body of, the Contractor, or any subsidiary of the Contractor, nor shall any member of the governing body of the Contractor be employed by, or be a member of the governing body of the City. The Contractor or any subsidiary of the Contractor may not employ any administrative official of the City who has the responsibility of administering, enforcing, interpreting, or acting under this Contract within one (1) year of the termination of such person's employment with the City without the prior written consent of the governing body of the City.
- 20.5.2 Working Conditions. The Contractor shall comply with all applicable state and federal laws relating to the employment or protection of employees, now or hereafter in effect. This includes the Fair Labor Standards Act.
- 20.5.3 Equal Opportunity. The Contract is an equal opportunity employer with an affirmative action program. The Contractor represents and warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry or domestic partner. The Contractor shall comply with applicable Florida statutes pertaining to the selection of labor.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

- 20.5.4 Responsibility for Safety. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services to be performed pursuant to this Contract. The Contractor shall be responsible for complying with all Applicable Laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall provide operating safety training for all personnel and shall have an active corporate safety program in effect at all times. Each Route Supervisor shall be trained in first aid and CPR, and each vehicle shall be equipped with a first aid kit.
- 20.5.5 Conduct of Employees. The Contractor shall ensure that his/her employees serve the public in a courteous, helpful and impartial manner. Contractor's collection employees shall follow the regular walk for pedestrians while on private property. No trespassing by employees will be neither permitted, nor crossing property of neighboring premises unless residents or owners of both such properties shall have given permission. Care shall be taken to prevent damage to property, including cans, carts, racks, trees, shrubs, flowers and other plants. The Contractor shall also be responsible for complying with the following terms and conditions:
- a. Each vehicle operator shall at all times carry a valid Florida Commercial Driver's License for the type of vehicle that is being driven.
 - b. The Contractor's solid waste collection employees shall wear a uniform or shirt bearing the company's name. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets is acceptable. The Contractor shall keep a record of employees' names and numbers assigned.

20.6 Interpretation

Except as otherwise provided, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Manager, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause the party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager shall make such explanation as may be necessary to complete, explain or make definite the provisions of the Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract in accordance with the preliminary directions of the City Manager.

20.7 Entire Contract, Further Actions

This Contract, including the exhibits hereto contains the entire Contract between the parties relative to the services to be provided hereunder. Each of the parties hereto agrees, from time to time, to execute and deliver such further instruments, and to take such further action, as may be reasonably necessary in order to fully perform and carry out the terms and intent hereof.

20.8 Severability

If any provision of this Contract, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable to any extent, or shall be rendered invalid, unenforceable, or illegal, by virtue of enactment of statute or promulgation of administrative rule, the remaining provisions of this Contract shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by Applicable Law.

20.9 Binding Effect

Each of the covenants, Contracts and provisions contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective successors and assigns.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

20.10 Waiver

Unless otherwise specifically provided in this Contract, no delay or failure to exercise a right resulting from any breach of this Contract 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 may be deemed expedient. Any waiver shall be in writing and signed by the parties granting such waiver. In any representation, warranty or covenant by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Contract.

20.11 Captions

The titles or captions contained in this Contract are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Contract of the intent of any provision hereof.

20.12 Amendment

This Contract may not be amended or modified in any respect, except by written Contract expressly referring to this Contract and duly authorized, executed and delivered by authorized representatives of the parties hereto.

20.13 Representations of the Contractor

The Contractor represents that it is a corporation duly organized under the laws of Florida; and this Contract has been duly authorized, executed and delivered by it; and it has the required power and authority to perform this Contract.

EXHIBIT 1 – SERVICE RATES

COLLECTION SERVICES

Option 1.		Option 2.	
Residential Units	\$/Unit/Mo	Residential Units	\$/Unit/Mo
Solid Waste (1 x week)		Solid Waste (2 x week)	
Recycling (1 x week)		Recycling (1 x week)	
Yard Waste (1 x week)		Yard Waste (1 x week)	
Bulk Waste (on-call)	<i>Included in Solid Waste</i>	Bulk Waste (on-call)	<i>Included in Solid Waste</i>
Total		Total	

Special Services	Rate
Yard Waste Clean up	\$ per cubic yard (includes disposal)
Bulk Waste Clean up	\$ per cubic yard (includes disposal)

Residential Container Services	Fee
Curbside Container Exchange (after 1 free exchange per Container type per year)	\$30.00
Additional Garbage Cart fee	\$60.00
Additional Recycling Cart fee	\$0.00

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

Commercial Collection Services – Non Compaction Monthly Rates

[insert bidder’s rates here]

Commercial Collection Services – Compaction Monthly Rates

[insert bidder’s rates here]

Commercial Collection Services – Roll off Rates

[insert bidder’s rates here]

ADDITIONAL SERVICES

Service	Rates
Collection of Public Containers	\$ per container per pickup
Yard Waste Processing	\$ per Ton of Yard Waste
City Transfer Station Operation	\$ per Ton of Acceptable Waste

EXHIBIT 2 – RATE ADJUSTMENTS

Collection Fee Component

Beginning October 1, 2015 and the same date of each subsequent year during the term of the Contract excluding the final Contract year, the collection component of service rates shall be adjusted as follows.

- a. CPI Adjustment (rounded to the nearest cent): Ninety-five percent (95%) of the rate shall be adjusted based on the seventy five percent (75%) of the change, rounded to the nearest hundredth of a percent, in the Consumer Price Index between the month of February in the previous year and the month of February in the current year. The CPI will be the Consumer Price Index for the All Urban Consumers, U.S. City Average, All Items – not seasonally adjusted (Series ID: CUUR0000SA0).
- b. Fuel Adjustment (rounded to the nearest cent): Five percent (5%) of the rate shall be adjusted based on the percentage change, rounded to the nearest hundredth of a percent, in the Fuel Price between the average monthly fuel price from February through January in the year prior, and the average monthly fuel price from February through January of the most current twelve (12) months. The Fuel Index will be the Lower Atlantic (PADD 1C) No. 2 Diesel Ultra Low Sulfur Diesel (0-15 ppm) Retail Prices (cents per gallon).
- c. The total adjustment to the collection element of the service rates in any given year shall not exceed two and one half percent (2.5%) of the previous year’s rates, rounded to the nearest cent.
- d. If the source of the CPI or Fuel Price is discontinued or substantially altered, the City may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

SAMPLE CALCULATION

Assumptions (for illustrative purposes only):

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

Current collection fee component (CF) = \$8.00

- CPI in February 2012 (CPI1) = 227.663
- Average monthly Fuel Price Feb-Jan previous year (FP1) = 3.800
- CPI in February 2013 (CPI2) = 232.166
- Average monthly Fuel Price Feb-Jan most recent year (FP2) = 3.924
- 75% of % Change in CPI = 1.48%
- % Change in Fuel Price = 3.26%

New Collection Fee Component =

Current Collection Fee (CF) + [0.95 x CF x 0.75 x % Change in CPI] + [0.05 x CF x % Change in FP]

= \$8.00 + [0.95 x \$8.00 x 0.75 x ((CPI2-CPI1)/CPI1)] + [0.05 x \$8.00 x ((FP2-FP1)/FP1)]

= \$8.00 + [\$7.60 x 0.0148] + [\$0.40 x 0.0326]

= \$8.00 + (\$0.11) + (\$0.01)

= \$8.12

Maximum Rate Adjustment = \$8.00 + (\$8.00 x 2.5%) = \$8.20

Therefore the new Collection Fee Component = \$8.12

Disposal Fee Component

The disposal fee components of Commercial Collection Service rates shall be adjusted as calculated by the City if and when the tipping fee charged at the City Transfer Station changes.

EXHIBIT 3 – RECYCLABLES REVENUE

Program Recyclables

- A. The Contractor shall remit payment to the City monthly for all Program Recyclables collected from Residential Units, City Hall, and public areas based on the inbound Tons of Program Recyclables as measured by the City Transfer Station scales. Commercial Recyclables collected with Program Recyclables shall thereby be considered Program Recyclables, unless otherwise approved by the City. Revenue payment per Ton shall be calculated as follows:
- The Contractor shall calculate the Average Market Value (A.M.V) of the Program Recyclables **each month**, defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made in RecyclingMarkets.net multiplied by the composition percentages as defined in the table below. **For illustrative purposes, the table calculates the A.M.V based on the commodity prices first posted in December 2013.**

AMV Calculation					
Material	Index Description	Index Value	Market	Material %	Average
Newspaper	PS 8 baled, F.O.B. seller's dock	62.5	\$62.50	19.40%	\$12.13
Corrugated containers	PS 11 baled, F.O.B. seller's dock	110	\$110.00	10.20%	\$11.22
Mixed paper	PS 1 baled, F.O.B. seller's dock	52.5	\$52.50	24.40%	\$12.81
Aseptic Cartons	PS 52 baled, F.O.B. seller's dock	0	\$0.00	0.40%	\$0.00
Aluminum cans	Cents/lb., sorted, baled and delivered	67.5	\$1,350.00	2.00%	\$27.00
Steel cans	\$/Ton, sorted, baled and delivered	115	\$115.00	3.00%	\$3.45
PET	Cents/lb., baled and picked up	16.5	\$330.00	5.20%	\$17.16
Natural HDPE	Cents/lb., baled and picked up	36	\$720.00	2.50%	\$18.00
Colored HDPE	Cents/lb., baled and picked up	26	\$520.00	2.60%	\$13.52
Plastics #3-7	Comingled #3-7, cents/lb., baled & pickedup	0.25	\$5.00	2.50%	\$0.13
Bulky Rigid Plastics	Cents/lb., baled and picked up	0.25	\$5.00	1.30%	\$0.07
Glass (3 Mix)	\$/Ton, delivered	-10	(\$10.00)	22.50%	(\$2.25)
Contamination	N/A (market value will remain fixed at 0)	N/A	\$0.00	4.00%	\$0.00
				100.00%	\$113.24

Note: The index values for December 2013 are used for estimation purposes only, and are subject to fluctuation. No market index currently exists for aseptic containers in RecyclingMarkets.net; therefore, the values are set at \$0. When a market index for these materials becomes available on RecyclingMarkets.net, they will be utilized.

- A Contractor's Fee of eighty dollars (\$80.00) per Ton shall be deducted from the AMV.
- Contractor shall pay the City (Bid percentage to be entered) of the remaining amount, for each Ton of inbound Program Recyclables collected during that month.
- If the A.M.V is less than the Contractor's Fee, the Contractor shall make no payment to the City and the City shall make no payment to the Contractor. At no time shall the City make payment to the Contractor for accepting, processing, or marketing Program Recyclables, regardless of the A.M.V.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

SAMPLE CALCULATION

Assumptions:

- A.M.V = \$113.24
- Contractor's Fee = \$80.00
- Revenue Percentage = 75%

Revenue/Ton = (A.M.V - Recycling Fee) x Revenue Percentage = (\$113.24 - \$80.00) x 75% = \$24.93 per Ton

B. Contractor accepts and acknowledges the following:

1. The material percentages used for calculating the A.M.V are best estimates of the composition of Program Recyclables as delivered to the City Transfer Station or other facility for transfer (inbound Program Recyclables). Because different processors use different equipment and technologies, they will have varying amounts of processing residue. Therefore, the material percentages do not attempt to estimate or include processing residue. Contractor has utilized its industry knowledge and experience processing materials similar to Program Recyclables as defined herein in evaluating the accuracy of these percentages and developing its bid.
2. The material percentages used for calculating the A.M.V shall be revised only upon completion of a Program Recyclables composition study that meets the requirements specified herein.
 - a. The study entails sampling and manual sorting of inbound Program Recyclables, not processing Program Recyclables through a sorting line that includes mechanized equipment. Inbound Program Recyclables means Program Recyclables as initially delivered to a facility following collection, not Program Recyclables after being transloaded through another facility. The final methodology is subject to written approval by the City.
 - b. The study shall be conducted by a qualified entity with demonstrated experience conducting recyclables composition studies in the Southeast United States. Selection of such entity is subject to written approval by the City.
 - c. The City reserves the right to have a representative onsite throughout the composition study.
 - d. Study results are subject to final approval by the City. If approved by the City, adjustments to the composition percentages provided in herein shall be made and shall become effective for the following month and the remainder of the Contract, or until further adjusted in a future composition study.
 - e. The composition study shall be paid for by the party requesting such study unless otherwise agreed upon.
3. The market index utilized is intended to reflect the average value, in the Southeast United States, of each material included in Program Recyclables. It is not intended to equate to the commodity revenue received by the Contractor. Contractor has taken this into consideration when developing its bid.
4. For the purposes of calculating revenue, the market index for contamination in the preceding table shall remain fixed at \$0. Contractor has taken this into consideration when developing its bid.
5. If at any time during the term of the Contract, Recyclingmarkets.net no longer posts or otherwise provides the applicable market indices, then the parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information.
6. The Contractor's Fee defined in the formula is not intended to accurately reflect the Contractor's cost for accepting, processing, marketing, and transporting Program Recyclables. Contractor has taken this into consideration when developing its bid.

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

7. Any and all costs associated with accepting, processing, marketing, and transporting Program Recyclables shall be the responsibility of the Contractor.
8. The revenue formula shall be used for calculating revenue throughout the term of the Contract.

White Goods

- A. The Contractor shall remit payment to the City monthly for all White Goods delivered to the City Transfer Station based on the inbound Tons of White Goods as measured by the City Transfer Station scales. Revenue payment per Ton shall be calculated as follows:
 1. The Contractor shall utilize the Market Value of White Goods, defined as the Southeast USA regional average commodity price (U.S. Dollars per Ton) for White Goods, first posted in the month for which payment is being made in RecyclingMarkets.net
 2. Contractor shall pay the City (Bid percentage to be entered) of the remaining amount, for each Ton of White Goods collected during that month.
 3. At no time shall the City make payment to the Contractor for accepting, processing, or marketing White Goods, regardless of the Market Value.

SAMPLE CALCULATION

Assumptions:

- December 2013 Market Value = \$125.00
- Revenue Percentage = 50%

Revenue per Ton = (Market Value) x Revenue Percentage = (\$125.00) x 50% = \$75.00/Ton

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

EXHIBIT 4 – CONTAINER SPECIFICATIONS

The specifications herein describe the minimum acceptable features and performance requirements for Garbage and Recycling Carts including RFID technology, and Recycling Bins.

GARBAGE AND RECYCLING CARTS	
Body Quality	<ul style="list-style-type: none"> • Carts and lids must be made from injection-molding • Smooth interior surface, free from crevices, recesses, projections, and obstructions • Reinforced rim to add structural strength and stability, and to provide a flat surface for lid closure • Wall thickness of 0.175" throughout body, minimum of 0.14"; 0.185" at critical wear points including bottom, handle, and left mechanism • Double drag rail on Cart bottom; reinforced base with molded-in wear strip • Lid attachments must be constructed of weather resistant plastic only • Wheels shall be snap-on, composed of extra high molecular weight polyethylene; at least 10" in diameter and 1.75" wide with knobby treads
Construction Material	<ul style="list-style-type: none"> • High-density polyethylene (HDPE) • Off-spec or wide spec material and dry-blending of material is not acceptable • 20% Recycled content minimum
Size (Capacity)	<ul style="list-style-type: none"> • 95 gallons (+/- 3%) • 65 gallons (+/- 3%) • 35 gallons (+/- 3%)
Dimensions	<ul style="list-style-type: none"> • 95 gallons 45" height, 33" depth, 28.5" width • 65 gallons 40.25" height, 28" depth, 26.5" width • 35 gallons 39" height, 22" depth, 20" width
Colors	<ul style="list-style-type: none"> • Dark Green (Curbside Residential Garbage) • Dark Gray (Commercial / Non-curbside Residential / Special Event Garbage) • Pepsi Blue (All Recycling) • Non-fading; integrated UV stabilizer additive no less 1.5% by weight • Painted carts are unacceptable • Exact color codes to be approved by the City
Markings	<ul style="list-style-type: none"> • Unique serial numbers permanently marked or barcoded on the front face of the cart body • Commercial/ Non-curbside Residential / Special Event Carts: Contractor logo hot stamped on each side, letters not to exceed 1½" in height • Curbside Residential Carts: Shall match existing design (City-provided) • In-mold labeling; City will provide detail
Load Rating	<ul style="list-style-type: none"> • Minimum of 3.5 lbs per gallon; conforming to ANSI Standard Z245.30
Warranty	<ul style="list-style-type: none"> • Minimum 10 years
Lift Systems	<ul style="list-style-type: none"> • Must be compatible with American semi-automated bar-locking lifters and fully-automated arm lifters • Upper lift point must be integrally molded into the body of the cart with sufficient support under the lifting pocket for 95 and 65 gallon Carts • Lower bar be galvanized metal 1" in diameter, with length not more than 9 ½" , and must come pre-installed • Bolted on bars are not acceptable
Standards	<ul style="list-style-type: none"> • ANSI Z245.30 and ANSI Z245.60 standards for "Type B/G" carts

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

RECYCLING BINS	
Construction Material	<ul style="list-style-type: none"> • High-density polyethylene • Minimum of 25% post-consumer recycled content
Size (Capacity)	<ul style="list-style-type: none"> • 18 gallons (+/- 3%)
Dimensions	<ul style="list-style-type: none"> • 13.5" height, 17" deep, 27" width
Colors	<ul style="list-style-type: none"> • Pepsi Blue • Non-fading; integrated UV inhibitor • Colors must be impregnated into the plastic • Painted bins are unacceptable • Exact color codes to be approved by City
Markings	<ul style="list-style-type: none"> • Shall match Curbside Residential Recycling Cart Design
Body	<ul style="list-style-type: none"> • Each bin is required to have drain holes in the bottom • Each bin shall have carrying handles on two sides
Warranty	<ul style="list-style-type: none"> • Minimum 10 years

RFID TECHNOLOGY	
Technical Specifications	<ul style="list-style-type: none"> • RFID tags must be passive Ultra High Frequency (UHF) with an optimal operating frequency of 860-960 MHz. • Read range: 6 foot minimum • Protocol: EPC Class 1 Gen 2
Environmental Specifications	<ul style="list-style-type: none"> • RFID tags must have an optimal operating temperature of -40°F to +149°F • Waterproof • Chemical resistant appropriate for Solid Waste collection application • Mechanical resistant appropriate for Solid Waste collection application
Mounting Specifications	<ul style="list-style-type: none"> • Encapsulated tag designed for mounting • Mounting surfaces: Metal, plastic, etc.
Memory Requirement	<ul style="list-style-type: none"> • EPC 96 bits; User 512 bits; TID 64 bits. EPC and User memory reprogrammable, TID is locked at point of manufacturer
Supporting Software	<ul style="list-style-type: none"> • Web-based

Note: Final Contract terms and conditions may be modified based upon levels of service selected by the City.

**ATTACHMENT B
CURRENT SERVICE FEES**

Residential Rates

Description	Per Unit/Mo.
Garbage, Yard Waste	\$ 10.94
Recycle	\$ 2.44
Total	\$ 13.38

City Cans in Public Areas

Description	Per Can/Mo.
Garbage (\$1.25/can/day)	\$ 38.02

Commercial Carts

		1x per week	2x per week	3x per week	4x per week	5x per week	6x per week	7x per week	Extra Serv
32 gal cart	Haul	\$ 7.02	\$ 14.04	\$ 21.06	\$ 28.08	\$ 35.10	\$ 42.12	\$ 49.14	\$ 1.62
	Disposal	\$ 19.54	\$ 39.08	\$ 58.62	\$ 78.16	\$ 97.70	\$ 117.24	\$ 136.78	\$ 4.51
	Rental	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	
	Total	\$ 29.30	\$ 55.86	\$ 82.42	\$ 108.98	\$ 135.54	\$ 162.10	\$ 188.66	\$ 6.13
64 gal cart	Haul	\$ 14.81	\$ 29.62	\$ 44.43	\$ 59.24	\$ 74.05	\$ 88.86	\$ 103.67	\$ 3.42
	Disposal	\$ 39.47	\$ 78.95	\$ 118.42	\$ 157.89	\$ 197.37	\$ 236.84	\$ 276.32	\$ 9.11
	Rental	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	
	Total	\$ 57.02	\$ 111.31	\$ 165.59	\$ 219.87	\$ 274.16	\$ 328.44	\$ 382.73	\$ 12.53
96 gal cart	Haul	\$ 21.06	\$ 42.12	\$ 63.18	\$ 84.24	\$ 105.30	\$ 126.36	\$ 147.42	\$ 4.86
	Disposal	\$ 58.58	\$ 117.16	\$ 175.75	\$ 234.33	\$ 292.91	\$ 351.49	\$ 410.08	\$ 13.52
	Rental	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	
	Total	\$ 82.38	\$ 162.02	\$ 241.67	\$ 321.31	\$ 400.95	\$ 480.59	\$ 560.24	\$ 18.38

Commercial Containers (non-compaction)

Container Size		1x per week	2x per week	3x per week	4x per week	5x per week	6x per week	7x per week	Extra Serv
1 yard	Haul	\$ 39.16	\$ 74.31	\$ 107.53	\$ 142.01	\$ 175.88	\$ 209.09	\$ 241.59	\$ 9.82
	Disposal	\$ 58.54	\$ 117.08	\$ 175.62	\$ 234.17	\$ 292.71	\$ 351.25	\$ 409.79	\$ 13.52
	Total	\$ 97.70	\$ 191.39	\$ 283.15	\$ 376.18	\$ 468.59	\$ 560.34	\$ 651.38	\$ 23.34
2 yard	Haul	\$ 78.32	\$ 148.62	\$ 215.06	\$ 284.02	\$ 351.76	\$ 418.18	\$ 483.18	\$ 19.64
	Disposal	\$ 117.08	\$ 234.17	\$ 351.25	\$ 468.33	\$ 585.42	\$ 702.50	\$ 819.58	\$ 27.04
	Total	\$ 195.40	\$ 382.79	\$ 566.31	\$ 752.35	\$ 937.18	\$ 1,120.68	\$ 1,302.76	\$ 46.68
4 yard	Haul	\$ 156.64	\$ 297.24	\$ 430.12	\$ 568.04	\$ 703.52	\$ 836.36	\$ 966.36	\$ 39.28
	Disposal	\$ 234.17	\$ 468.33	\$ 702.50	\$ 936.67	\$ 1,170.83	\$ 1,405.00	\$ 1,639.16	\$ 54.08
	Total	\$ 390.81	\$ 765.57	\$ 1,132.62	\$ 1,504.71	\$ 1,874.35	\$ 2,241.36	\$ 2,605.52	\$ 93.36
6 yard	Haul	\$ 234.96	\$ 445.86	\$ 645.18	\$ 852.06	\$ 1,055.28	\$ 1,254.54	\$ 1,449.54	\$ 58.92
	Disposal	\$ 351.25	\$ 702.50	\$ 1,053.75	\$ 1,405.00	\$ 1,756.25	\$ 2,107.50	\$ 2,458.75	\$ 81.12
	Total	\$ 586.21	\$ 1,148.36	\$ 1,698.93	\$ 2,257.06	\$ 2,811.53	\$ 3,362.04	\$ 3,908.29	\$ 140.04
8 yard	Haul	\$ 313.28	\$ 594.48	\$ 860.24	\$ 1,136.08	\$ 1,407.04	\$ 1,672.72	\$ 1,932.72	\$ 78.56
	Disposal	\$ 468.33	\$ 936.67	\$ 1,405.00	\$ 1,873.33	\$ 2,341.66	\$ 2,810.00	\$ 3,278.33	\$ 108.16
	Total	\$ 781.61	\$ 1,531.15	\$ 2,265.24	\$ 3,009.41	\$ 3,748.70	\$ 4,482.72	\$ 5,211.05	\$ 186.72
10 yard	Haul	\$ 391.60	\$ 743.10	\$ 1,075.30	\$ 1,420.10	\$ 1,758.80	\$ 2,090.90	\$ 2,415.90	\$ 98.20
	Disposal	\$ 585.42	\$ 1,170.83	\$ 1,756.25	\$ 2,341.66	\$ 2,927.08	\$ 3,512.50	\$ 4,097.91	\$ 135.20
	Total	\$ 977.02	\$ 1,913.93	\$ 2,831.55	\$ 3,761.76	\$ 4,685.88	\$ 5,603.40	\$ 6,513.81	\$ 233.40

***Lockbar - \$145.00 one time flat fee. No gravity locks

***No Charge for casters or Roll out

**ATTACHMENT B
CURRENT SERVICE FEES**

Commercial Containers (compaction)

Container Size		1x per week	2x per week	3x per week	4x per week	5x per week	6x per week	7x per week	Extra Serv
3 yard	Haul	\$ 251.20	\$ 480.98	\$ 693.91	\$ 916.01	\$ 1,133.54	\$ 1,348.77	\$ 1,557.51	\$ 88.38
	Disposal	\$ 526.87	\$ 1,053.75	\$ 1,580.62	\$ 2,107.50	\$ 2,634.37	\$ 3,161.25	\$ 3,688.12	\$ 121.68
	Maint	\$ 325.64	\$ 325.64	\$ 325.64	\$ 325.64	\$ 325.64	\$ 325.64	\$ 325.64	\$ -
	Total	\$ 1,103.72	\$ 1,860.37	\$ 2,600.17	\$ 3,349.15	\$ 4,093.55	\$ 4,835.65	\$ 5,571.27	\$ 210.06
4 yard	Haul	\$ 334.94	\$ 641.31	\$ 925.22	\$ 1,221.37	\$ 1,511.40	\$ 1,798.38	\$ 2,076.68	\$ 117.84
	Disposal	\$ 702.50	\$ 1,405.00	\$ 2,107.50	\$ 2,810.00	\$ 3,512.50	\$ 4,215.00	\$ 4,917.49	\$ 162.24
	Maint	\$ 325.64	\$ 325.64	\$ 325.64	\$ 325.64	\$ 325.64	\$ 325.64	\$ 325.64	\$ -
	Total	\$ 1,363.08	\$ 2,371.94	\$ 3,358.36	\$ 4,357.00	\$ 5,349.53	\$ 6,339.01	\$ 7,319.81	\$ 280.08
6 yard	Haul	\$ 502.43	\$ 961.93	\$ 1,387.82	\$ 1,832.04	\$ 2,267.11	\$ 2,697.58	\$ 3,115.04	\$ 176.76
	Disposal	\$ 1,053.75	\$ 2,107.50	\$ 3,161.25	\$ 4,215.00	\$ 5,268.74	\$ 6,322.49	\$ 7,376.24	\$ 243.36
	Maint	\$ 325.64	\$ 325.64	\$ 325.64	\$ 325.64	\$ 325.64	\$ 325.64	\$ 325.64	\$ -
	Total	\$ 1,881.82	\$ 3,395.07	\$ 4,874.71	\$ 6,372.68	\$ 7,861.48	\$ 9,345.70	\$ 10,816.92	\$ 420.12

Roll-Offs (non-compaction)

Container Size	5 yard	10 yard	20 yard	30 yard	40 yard
Per Pull (plus fuel & environmental surcharge)	\$ 200.00	\$ 350.00	\$ 525.00	\$ 725.00	N/A
Disposal	*	*	*	*	*

Commercial FEL Recycling (Cardboard Only)

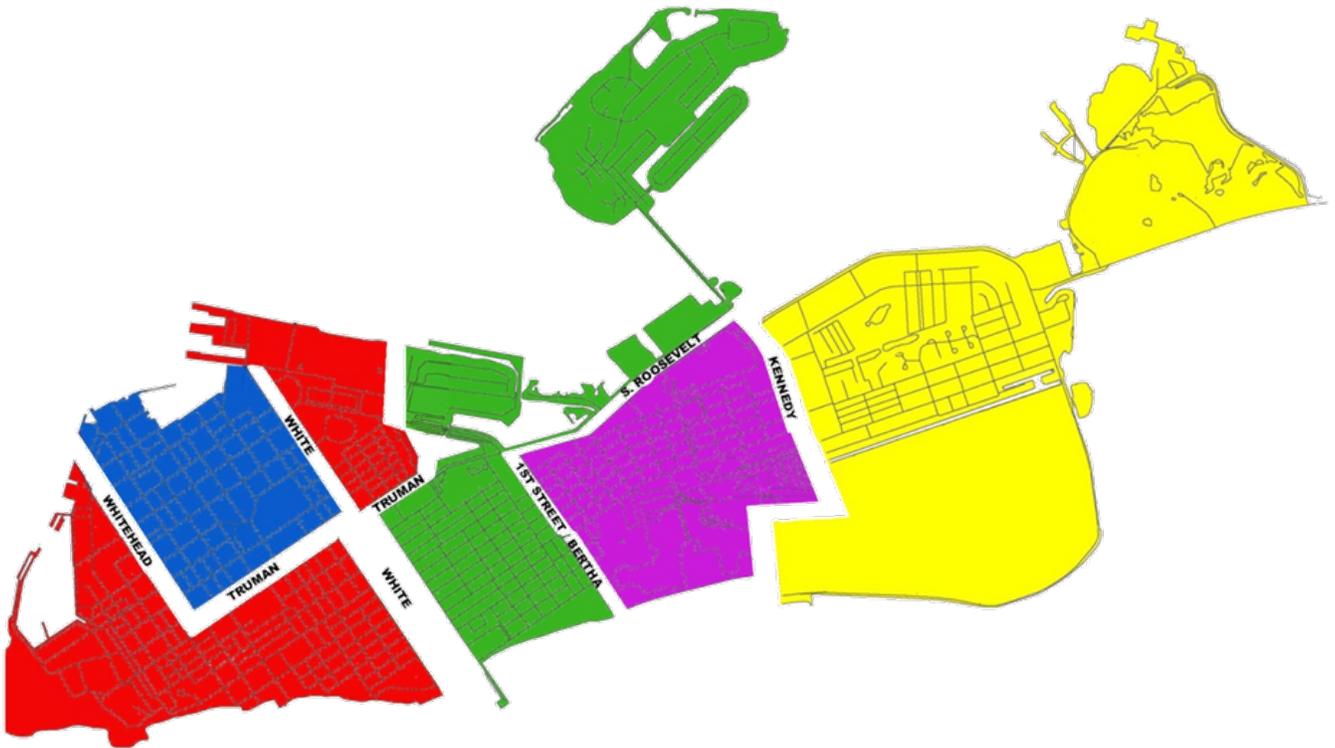
Container Size		1x per week	2x per week	Extra Service
1 yard	Haul	\$ 39.16	\$ 74.31	\$ 9.82
2 yard	Haul	\$ 78.32	\$ 148.62	\$ 19.64
4 yard	Haul	\$ 156.64	\$ 297.24	\$ 39.28
6 yard	Haul	\$ 234.96	\$ 445.86	\$ 58.92
8 yard	Haul	\$ 313.28	\$ 594.48	\$ 78.56

Commercial Cart Recycling

		1x per week	2x per week	3x per week	4x per week	5x per week	6x per week	7x per week	Extra Serv
32 gal cart	Haul	\$ 7.02	\$ 14.04	\$ 21.06	\$ 28.08	\$ 35.10	\$ 42.12	\$ 49.14	\$ 1.62
	Rental	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	
	Total	\$ 9.76	\$ 16.78	\$ 23.80	\$ 30.82	\$ 37.84	\$ 44.86	\$ 51.88	\$ 1.62
64 gal cart	Haul	\$ 14.81	\$ 29.62	\$ 44.43	\$ 59.24	\$ 74.05	\$ 88.86	\$ 103.67	\$ 3.42
	Rental	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	
	Total	\$ 17.55	\$ 32.36	\$ 47.17	\$ 61.98	\$ 76.79	\$ 91.60	\$ 106.41	\$ 5.04
96 gal cart	Haul	\$ 21.06	\$ 42.12	\$ 63.18	\$ 84.24	\$ 105.30	\$ 126.36	\$ 147.42	\$ 4.86
	Rental	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	\$ 2.74	
	Total	\$ 23.80	\$ 44.86	\$ 65.92	\$ 86.98	\$ 108.04	\$ 129.10	\$ 150.16	\$ 4.86
Recycle bin	\$ 2.37		Bales	\$ 80.11					

INVITATION TO BID (ITB) # 14-009 ATTACHMENT C

SERVICE AREA MAP



- Blue – Monday
- Red – Tuesday
- Green – Wednesday
- Purple – Thursday
- Yellow – Friday



DEPARTMENT OF THE NAVY

NAVAL AIR STATION
PO BOX 9001
KEY WEST FL 33040-9001

5530
Ser N00/ 429
17 Aug 10

From: Commanding Officer, Naval Air Station, Key West

To: Distribution

Subj: ACCESS CONTROL CHANGES EFFECTIVE 1 OCTOBER 2010

Encl (1) *RAPIDGate* Program Enrollment Information

1. Effective 1 October 2010, Naval Air Station (NAS), Key West will be implementing significant changes to its access procedures to increase the security posture of the installation. In accordance with Commander, Navy Installations Command (CNIC) Memo 5530, upcoming changes are being directed by CNIC. NAS Key West is aligning its procedures to be in compliance with these requirements. These new procedures will directly impact vendors, contractors, sub-contractors and service providers who regularly access NAS Key West. Our priority is to maintain a safe and secure installation and offer a solution that will also provide streamlined access onto the installation.

2. To summarize, due to safety and security requirements, access will be delayed if you are accessing the installation using a NAS Key West Contractor Badge, Short Term Pass, or Day Pass. Part of the increase in security will require additional vehicle screenings that may occur during each visit. To gain streamlined access onto the installation, we encourage you to review the benefits of the *RAPIDGate* Program. Below are the details about the changes and how to gain streamlined access onto the installation through the *RAPIDGate* Program.

a. Access Privilege Management

Category	<i>RAPIDGate</i> Participant	Contractor ID/Short Term Pass	Day Pass
Inspection Requirements	Random	Mandatory*	Mandatory*
Days Credential is valid	1 year	Until expiration date of existing Credential	1 day
Vehicle Pass	Not Required	Required	Required

*Inspections will only occur Monday - Friday, of 0700 - 1000 (7 a.m. - 10 a.m.) at the Commercial Gate. Access will be denied outside of those hours if you do not possess a *RAPIDGate* Credential.

b. Personnel who choose to participate in the *RAPIDGate* Program will have streamlined access onto the installation. *RAPIDGate* participants will only be subject to random vehicle inspections and

Subj: ACCESS CONTROL CHANGES EFFECTIVE 1 OCTOBER 2010

will be able to utilize the fast lane at Pass and ID to pick up their *RAPIDGate* Credentials. Access will be allowed during the times needed to perform business onto the installation.

c. Personnel who choose not to participate in the *RAPIDGate* Program will be required to obtain a day pass in Pass and ID each day and undergo a mandatory vehicle inspection prior to each access. All inspections will occur at the Commercial Gate no matter which Annex is being accessed. Inspection times will be limited to 0700 - 1000 Monday - Friday.

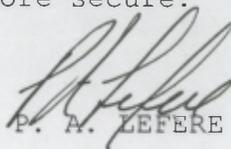
d. After 1 October 2010, NAS Key West Contractor Badges will no longer be issued. Only Day Passes will be issued. All Contractor Badges that were issued prior to these changes will maintain their existing expiration date.

e. The *RAPIDGate* Program provides the accepted background checks and may be a time/cost savings benefit to companies desiring to conduct business on NAS Key West.

3. The *RAPIDGate* Program will provide you with streamlined access onto the installation. To enroll, please follow the guidelines on the attached document, *RAPIDGate* Program Enrollment Information. Questions about the NAS Key West *RAPIDGate* Program should be addressed to info@rapidgate.com with the subject line RE: *RAPIDGate* Program.

4. We strongly encourage your participation in the *RAPIDGate* Program. It will assist us with streamlining access for your employees, improving the ability of our access control personnel, and maintaining higher levels of security and efficiency.

5. NAS Key West appreciates your continued support of our efforts to make this installation safer and more secure.



P. A. LEFERE

Distribution: (NASKWNOTE 5216)
Lists A and C

RAPIDGate Program Enrollment Information

1. Enroll your company by calling 1-877-RAPIDGate (877) 727-4342.

To enroll your company in the *RAPIDGate* Program, call Eid Passport at 1-877-RAPIDGate (877) 727-4342. A Customer Service Representative will give you all the necessary information regarding the *RAPIDGate* Program and send you the enrollment forms to enroll your company. On the Enrollment Forms you will need to provide your NAS Key West sponsor point of contact, including a name, phone number, and e-mail address. NAS Key West must authorize your request to participate in the *RAPIDGate* Program. The minimum elapsed time from company enrollment to an employee receiving his or her *RAPIDGate* Credential is approximately two weeks. **Enroll today to ensure your employees have their *RAPIDGate* Credentials by the Program effective date of 1 October 2010.**

If your company is already enrolled in the *RAPIDGate* Program at another installation, it may request access for its employees at this installation by calling 1-877-RAPIDGate (877) 727-4342. Once your company is approved by NAS Key West, your employees who already hold *RAPIDGate* Credentials may be able to use the same Credentials at the additional installation.

2. Employees register at onsite Registration Stations.

Once your company has been approved for enrollment and paid the enrollment fee, instruct your employees who need access to NAS Key West to register at the self-service registration station located at NAS Key West Pass and ID Office. Each employee should be ready to provide your company's *RAPIDGate* company code, his or her address, phone number, date of birth, and Social Security number. The Registration Station will capture the employee's photograph for badging and fingerprints for identity verification.

Assisted registration at your company's location may be available if you have 30 or more employees to register. Call 1-877-RAPIDGate (877) 727-4342 for details.

3. The *RAPIDGate* Program performs background screening and credentialing.

Once your company has approved each employee for participation and paid the registration fee, the *RAPIDGate* Program performs identity authentication and background screening. Your company will be notified when qualified employees may pick up their personalized *RAPIDGate* Credentials at the NAS Key West Pass and ID. To retrieve a Credential, each employee must show proof of identity by presenting one form of identification from List A (page 2 of this enclosure), or two forms of identification from List B. Prior to a *RAPIDGate* Credential being issued, the individual will also need to demonstrate that the vehicle they will be driving onto the installation is registered and has valid insurance.

After activating their *RAPIDGate* Credentials, employees present their Credentials to request entry to NAS Key West, and must wear and display the Credentials at all times while on the installation. Questions about the NAS Key West *RAPIDGate* Program should be addressed to info@rapidgate.com with the subject line RE: *RAPIDGate* Program.

Forms of Acceptable Identification for picking up your credential:

List A - One Needed

- U.S. Passport (unexpired or expired)
- Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
- Unexpired foreign passport, with I-551 stamp or attached Form I-94 indicating unexpired employment authorization
- Unexpired Employment Authorization Document that contains a photograph (Form I-766, I-688, I688A, I-688B)

List B - Two Needed

- Driver's license or ID card issued by a state
- ID Card issued by federal, state or local government agencies or entities
- School ID card with a photograph
- Voter's registration card
- U.S. Military card or draft record
- Military Dependent's ID card
- U.S. Coast Guard Merchant Mariner Card
- Native American tribal document
- Driver's license issued by a Canadian government authority
- U.S. Social Security card issued by the Social Security Administration
- Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
- Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
- U.S. Citizen ID Card (Form I-197)
- ID Card for use of Resident Citizen in the United States (Form I-179)
- Unexpired employment authorization document issued by DHS (other than those listed under List A)

APPLICATION FOR ACTIVITY ACCESS

Consent to Criminal History

I hereby acknowledge understanding, that with the voluntary completion of this application, I am requesting access to a Department of Defense (DOD) facility. I hereby authorize Navy Security Force personnel to receive any citizenship and criminal history record information pertaining to me, which may be in the files of any federal, state, or local law enforcement agencies.

Privacy Act Statement

AUTHORITY: Privacy Act of 1974 (5 USC SECTION 552(A)(7)) 41 USC Section 423, 5CFR Section 2635.602, AR 340-21 Title 10 and 37 USC.

PRINCIPAL PURPOSE(S): To enable military security and/or law enforcement personnel to conduct Citizenship and Criminal Background investigations for civilians requesting access to DOD Facilities.

ROUTINE USE(S): To authorize access to DOD Facilities. Information may be reported to federal, state, and local law enforcement agencies with jurisdictional interest.

DISCLOSURE: Voluntary. Failure to provide requested information will result in denial of access to DOD Facilities.

PRINT CLEARLY FOR TIMELY PROCESSING

NAME (Last)	First	Middle	Gender
Social Security Number	Driver License Number	Driver License State of Issue	PHONE/AREA CODE

ADDRESS (Home) _____

DATE OF BIRTH	PLACE OF BIRTH (City)	PLACE OF BIRTH (State)	COUNTRY OF BIRTH
COLOR HAIR:	COLOR EYES:	HEIGHT:	WEIGHT:
			COUNTRY OF CITIZENSHIP

I understand that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

Have you ever been convicted of a felony? Yes No
 If Yes. How many years since conviction? _____ Years

I attest, under penalty of perjury, that I am (check one of the following): ***

<input type="checkbox"/> A citizen of the United States.	
<input type="checkbox"/> A Lawful Permanent Resident.	Alien Registration Number- A _____
<input type="checkbox"/> An Alien with Employment Authorization Document (EAD)	Employment Authorization Document Number _____

***All Non-Citizen's must provide an Alien Registration Number or Employment Authorization Document (EAD) Number and original cards with application. Access to the activity will not be authorized without this information.

Vehicle Information

Veh. Make	Veh. Model	Veh. Color	License Plate #	State of Issuance
Insurance Company Name		Insurance Policy #		Insurance Expiration Date

Reason for Access

Reason for Access? (Check one of the following.)	<input type="checkbox"/> Delivery	<input type="checkbox"/> Vendor	<input type="checkbox"/> Other _____
	<input type="checkbox"/> Contractor		
Company/Contractor Name:	Company/Contractor Phone #:	Destination / Area of worksite on activity:	
How long will you need access? (Check on of the following.)	<input type="checkbox"/> 1 Day	<input type="checkbox"/> 1 Week	<input type="checkbox"/> 1 Month
	<input type="checkbox"/> 3-6 Mos.	<input type="checkbox"/> 6-12 Mos	
Point of Contact (POC) Name:	POC's Command:	POC's Phone #:	Pass Request Start Date End Date

I agree to return the badge to the Security Officer upon termination of employment, completion of business transactions or any other reason that may cancel or alter my privilege for entry to the Station. I hereby agree to and certify that the above information and statements are true. I further agree to abide by all rules and regulations of this activity and subject myself and/or vehicle to search or detention for protection of information or property of the U.S. Government.

Signature: _____ Date: _____

Application Processing (For Navy Security Force Personnel Only)

PASS/ID Official Name	Identification Verified	Identification #	Photo Copy Retained <input type="checkbox"/> Yes <input type="checkbox"/> No
Activity Pass Information	<input type="checkbox"/> Activity Paper Pass	<input type="checkbox"/> Activity Photo Pass	<input type="checkbox"/> CAC Identification (White)
	<input type="checkbox"/> CAC Identification (Green)	<input type="checkbox"/> CAC Identification (Red)	<input type="checkbox"/> Other
	Activity Pass Number	Issue Date	Expiration Date

RAPIDGate Tenant Brief NAS Key West

Matt Faletti

Director

Government Affairs Group

Amber Phelps

Regional Program Manager

Government Affairs Group



The *RAPIDGate* Program

"Enterprise Solution for Identity Management and Perimeter Installation Access Control Designed to Manage non-CAC Eligible Vendors, Contractors, Sub-contractors, Suppliers, and Service Providers."

- *The RAPIDGate* Program supports US Navy efforts to comply with:
 - HSPD 12 Policy for a Common Identification Standard for Federal Employees and Contractors
 - Public Law 110-181 (FY 2008) SEC 1069 Standards for Entry to Military Installations in (the) United States
 - USNORTHCOM Installation Access Control Guidance in the AOR, dtd 05 DEC 2007
 - Federal Information Processing Standards Publication (FIPS) 201-1 Personal Identity Verification (PIV) of Federal Employees and Contractors, dtd MAR 2006
 - DoD Instruction (DoDI) 2000.16 DoD Anti-Terrorism Standards , dtd 02 OCT 2006
 - DoDI 5200.08-R Physical Security Program, dtd APR 2007
 - Directive Type Memorandum (DTM) 09-12 Interim Policy Guidance for DoD Physical Access, dtd 08 DEC 2009
 - OPNAV Instruction 5530.14 Navy Physical Security and Law Enforcement Program, dtd 28 JAN 2009
 - OPNAV Instruction 1752.3 Policy for Sex Offender Tracking, Assignment and Access Restrictions with the Navy, dtd 27 May 2009
 - MEMORANDUM FOR COMMANDANT OF THE MARINE CORPS CHIEF OF NAVAL OPERATIONS

The *RAPID*Gate Installation Program Benefits

- Standardized enrollment, vetting, credentials and control of access privileges for all vendors, contractors, sub-contractors, suppliers and service providers coming aboard CNIC installations **not eligible for a CAC**
- Improved the safety and security of CNIC installations through the continuous vetting and “in near real time” the electronic verification of credentials & access privileges of vendors/contractors coming aboard CNIC installations
- Improved efficiencies at Pass & ID through a reduction in the issuance of contractor passes and other locally produced credentials

The *RAPID*Gate Installation Program Benefits

- Improve access control security when admitting vendors/contractors by reducing the number and types of perimeter access credentials.
- Improve installation and tenant organization security through the management of vendors/contractors by a single system
- Lower overhead of CNIC and other Commands through the reduction of and/or elimination of the purchase and/or annual sustainment of existing locally produced credentialing systems
- NEXCOM fully supports CNIC Navy Notice and *RAPID*Gate SOP for the vendors/contractors who serve their facilities to create a “trusted” vendor/contractor and support their loss prevention program

The *RAPID*Gate Program Capabilities

*RAPID*Gate®

Electronically Verify & Biometrically Authenticate

- Self-Registration
- Vetting – comprehensive initial background screening and regular re-screening
- Credentialing – manufacturing, shipping, issuance and lifecycle management
- Access Control– Electronically verify & biometrically authenticate in near real-time identities & credentials
- Access Privileges – Authoritative data repository (ADR) local ECP servers updated every 30 minutes
- Reporting – Monthly activity and ad hoc reports



The *RAPID*Gate Program Participants

- **Participants**

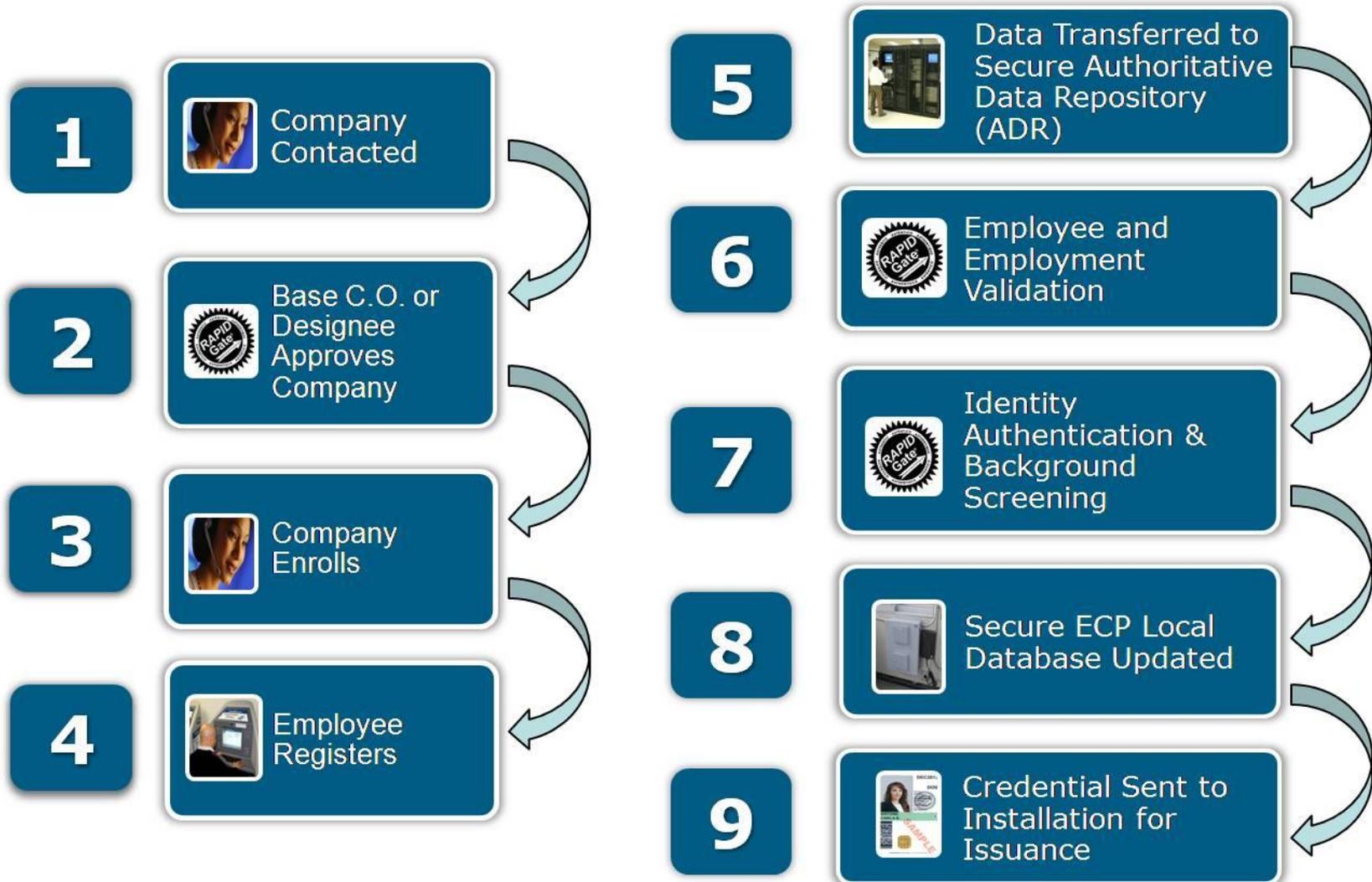
- ✓ Vendors
- ✓ Contractors
- ✓ Sub-contractors
- ✓ Suppliers
- ✓ Service Providers

- **Regardless of how personnel come onto the installation**

- ✓ Walk
- ✓ Cars
- ✓ Pick-ups
- ✓ Vans
- ✓ Trucks/Semi-trucks



The *RAPID*Gate Program Enrollment



The RAPIDGate Program Enforcement



The *RAPID*Gate Program Vetting

▪ **Initial Vetting**

- ✓ Identity Validation
- ✓ 10 Year Address History
- ✓ Electronic Database Vetting
- ✓ SSN Trace

▪ **Program Disqualifiers**

- ✓ Any Felony Conviction
- ✓ Registered Sexual Offender
- ✓ Any Outstanding Criminal Warrant
- ✓ National Criminal Database hit

▪ **Credential Issuance**

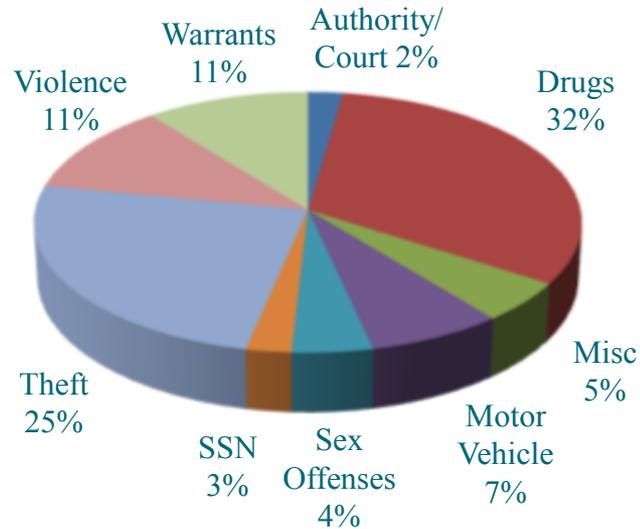
- ✓ I-9 Document Check at Issuance
- ✓ No-entry, Debarment, No Work Lists
- ✓ Issued by Government personnel

▪ **Ongoing**

- ✓ Watchdog Electronic Re-vetting Every 92 days



The *RAPIDGate* Program Sample Disqualification Summary



RAPIDGate Program
Life-to-Date Vetting
Has Experienced a
4.13% Disqualification
Rate

Actual Disqualification Examples (All Convictions are Felonies):

- Registered Sex Offender
- Invalid Social Security Number
- Auto Theft
- Burglary/Robbery
- Counterfeit Access Cards
- Embezzlement/Extortion/Forgery/Fraud
- Assault with a Deadly Weapon
- Assault on a Peace Officer
- Attempted Murder
- Cruelty to a Child
- Outstanding Warrants
- Escape By State Prison Inmate
- Drug Violations (Meth, Cocaine, Heroin)
- Permit Minors to Consume Alcohol
- Bringing in Illegal Aliens
- Firearm Violations
- Conspiracy to Commit Offenses Against the US
- Kidnapping
- Malicious Destruction of Property
- Stalking
- Vandalism
- Preventing Witness From Testifying
- DUI and Gross Vehicular Manslaughter
- Fleeing and Eluding

The *RAPIDGate* Program Hardware & Credential

REGISTRATION STATION



- Multi-Language
- Digital Camera
- Fingerprint Scanner
- ADA Compliant

HANDHELD DEVICE



- Mag stripe reader
- 2D barcode reader
- Fingerprint scanner
- Color display
- Easy to read
- Battery status
- 802.11G wireless connectivity to the guard station

GUARD STATION



- UPS
- Locked enclosure

RAPIDGate CREDENTIAL



- Credential uses FIPS 201-1
- GSA approved product
- List cardstock and follows NIST SP800-104 topography recommendations

HANDHELD CHARGERS AND CRADLES



- Battery indicator light
- Easy to use
- Spare Batteries

Vendor and Contractor NAS Key West Access Changes

- **General SOPs:**
 - Existing Contractor Passes will maintain their existing expiration date
 - Manufacturing of new Contractor Passes will stop on 01 OCT
- ***RAPIDGate* Participants:**
 - Subject to random inspections
 - Access permitted through all gates during the necessary business hours
- **Contractor ID/Short-term ID**
 - Mandatory Inspections
 - Inspections will only occur Mon-Fri 7:00am – 10:00am at the Commercial Gate. Access will be denied outside of those hours if a *RAPIDGate* Credential is not used.
 - All inspections will occur at the Commercial Gate no matter which annex is being accessed

The *RAPID*Gate Program Shared Responsibilities

- **Eid Passport**

- ✓ Owns, updates and maintains hardware and software
- ✓ Trains force protection personnel and other affected Government employees
- ✓ Contacts vendors/contractors and maintains that relationship throughout Program

- **Vendor/Contractor Company**

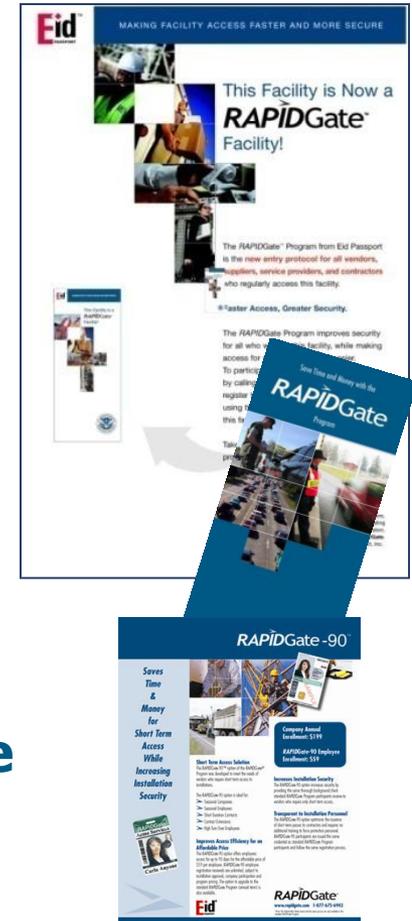
- ✓ Company funds Program participation

- **Government**

- ✓ Provides electricity, phone connectivity, space, credential issuance and Program support
- ✓ Support implementation and ongoing management of the Program

Role of Tenant Sponsors

- **Approve authorized companies**
 - Provide company contact and Access Privileges
 - Respond to request for approval for companies not on the approved list
 - Review list of approved companies on monthly basis and provide changes/updates
- **Deactivate unauthorized companies**
 - Just call 1-877-RAPIDGate for immediate deactivation
- **Help companies take advantage of the program**
 - We can help you help the vendors; Direct them to 1-877-RAPIDGate
- **Support of the installation security changes**



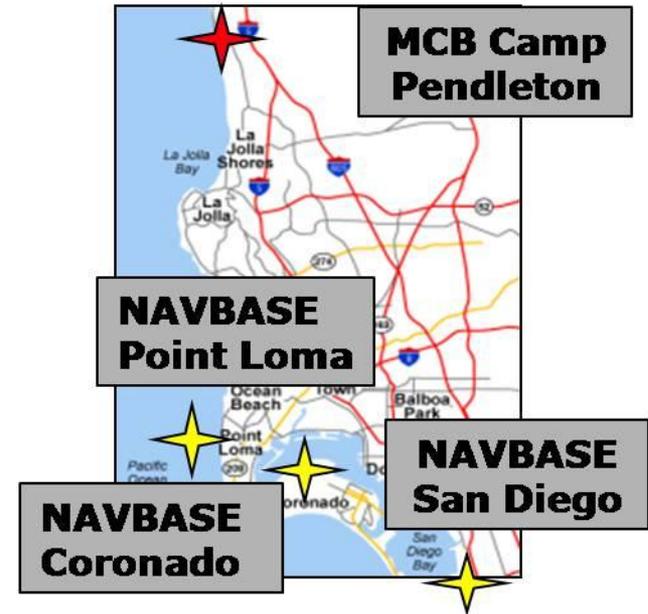
The *RAPIDGate* Program Options

- ***RAPIDGate* Enterprise Option**

- ✓ One credential
- ✓ Same installation access process
- ✓ Access privileges for multiple installations as approved by Installation Commanding Officers

- ***RAPIDGate-90*® Option**

- ✓ Access for up to 90 days
- ✓ Same registration, background screen and credential
- ✓ Designed for:
 - Seasonal companies & employees
 - Short duration contracts & contract extensions
 - Probationary employees and high turn-over workforces

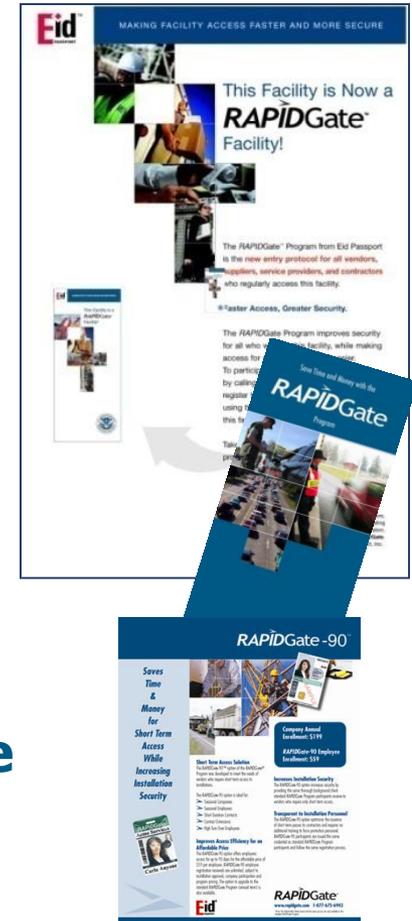


The *RAPID*Gate Program Pricing

Program	Enrollment	Price
<i>RAPID</i>Gate Program (single installation)	Company	\$199 annually
<i>RAPID</i>Gate Program (single installation)	Employee	\$159 annually
<i>RAPID</i>Gate Enterprise (multiple installations)	Company	\$249 annually 2 or more installations
<i>RAPID</i>Gate Enterprise (multiple installations)	Employee	\$199 annually 2 or more installations
<i>RAPID</i>Gate-90	Employee	\$59 per 90 days
Replacement Credential	Employee	\$30 per credential

Role of Tenant Sponsors

- **Approve authorized companies**
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- **Support of the installation security changes**



The *RAPID*Gate Program

Questions?

ITB#14-009 ATTACHMENT E (CONE OF SILENCE)

ORDINANCE NO. 13-11

AN ORDINANCE OF THE CITY OF KEY WEST, FLORIDA,
AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES
ENTITLED "ADMINISTRATION" BY ADDING SECTIONS 2-
773, "CONE OF SILENCE" TO PROVIDE FOR LIMITATIONS
AND PROCEDURES REGARDING COMMUNICATIONS
CONCERNING CITY ISSUED COMPETITIVE SOLICITATIONS;
PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR
SEVERABILITY; PROVIDING FOR REPEAL OF
INCONSISTENT PROVISIONS; PROVIDING FOR AN
EFFECTIVE DATE

WHEREAS, the City of Key West finds that that transparency,
fairness and integrity in the competitive solicitation process is best
served by limiting potential bidders, proposers or service providers
from communicating with City officials, employees or selection
committee members; and

WHEREAS, an amendment to add 'cone of silence' provisions to the
Code of Ordinances will promote the welfare of the citizens and
visitors of the City of Key West.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF KEY WEST, FLORIDA:

Section 1: That Section 2-773 of the Code of Ordinances is hereby added as follows*:

Sec. 2-773. Cone of silence.

(a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

(1) Competitive Solicitation means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.

(2) Cone of Silence means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.

(3) Evaluation or Selection Committee means a group of persons appointed or designated by the City to evaluate, rank, select,

*(Coding: Added language is underlined; deleted language is ~~struck through~~.)

or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

(4) Vendor means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.

(5) Vendor's Representative means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications.

A Code of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

(1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;

(3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and

(4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications

Notwithstanding the foregoing, nothing contained herein shall prohibit:

(1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;

(2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation;

(3) Oral communications at duly noticed pre-bid conferences;

(4) Oral presentations before publically noticed evaluation and/or selection committees;

(5) Contract discussions during any duly noticed public meeting;

(6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;

(7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or

(8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;

(d) Procedure

(1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the

Competitive Solicitation, or takes other action which ends the Competitive Solicitation.

(3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

(1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.

(2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.

(3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

(4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

(5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

Section 2: If any section, provision, clause, phrase, or application of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, the remaining provisions of this Ordinance shall be deemed severable therefrom and shall be construed as reasonable and necessary to achieve the lawful purposes of this Ordinance.

Section 3: All Ordinances or parts of Ordinances of said City in conflict with the provisions of this Ordinance are hereby superseded to the extent of such conflict.

Section 4: This Ordinance shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Read and passed on first reading at a regular meeting held this day of June 4, 2013.

Read and passed on final reading at a regular meeting held this day of June 18, 2013.

Authenticated by the presiding officer and Clerk of the Commission on 19 day of June, 2013.

Filed with the Clerk June 19, 2013.

ATTEST

Cheryl Smith
CHERYL SMITH, CITY CLERK

Craig Cates
CRAIG CATES, MAYOR