

CITY OF OPA-LOCKA



**RFP NO: 26-0223200
SOLID WASTE
MANAGEMENT
SERVICES**

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ADVERTISEMENT



RFP 26-0223200

The sealed proposal for Solid Waste Management Services for the City of Opa-locka will be received at the City Clerk's Office on **Monday, February 23, 2026, by 2:00 p.m.**

Proposals may be submitted via one of two methods:

1. Electronic Submission via DemandStar: Proposals should be submitted through www.demandstar.com (e-bid) by 2:00 p.m. ET on the designated due date. The City strongly prefers and encourages electronic submissions.
2. Submission via Postal Mail: Sealed proposals may be submitted via mail to the address below by 2:00 p.m. ET on the due date. Any Request for Proposals (RFP) package that arrives after the specified closing time will be returned unopened.

Instructions for Postal Mail Submission:

Please submit one (1) original proposal, six (6) copies, and one copy of the proposal package on a USB flash drive in PDF format. All materials should be enclosed in sealed envelopes or packages. The envelopes or packages must be addressed to the City Clerk's Office, City of Opa-locka, Florida, and marked as follows: RFP 26-0223200 Solid Waste Collection Services.

Mailing Address:

City of Opa-locka Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com. The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that Proposer(s) whose proposal best complies with the **RFP NO: 26-0223200** requirements. A Pre-Bid meeting will be held on Thursday, January 29, 2026, at 12:00 PM (noon), both virtually and in person at 780 Fisherman Street, 4th floor, Opa-locka, FL 33054. Join virtually using the Teams link below. For more information, email Jay Bergel at jbergel@opalockafl.gov.

Join the meeting now

Meeting ID: 288 507 905 126 53

Passcode: bV9cE7CH

Joanna Flores
City Clerk

PART I
PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka seeks proposals for Solid Waste Management Services. These services must be efficient, and economical, and adhere to industry standards and best practices.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail. However, it is Proposer's responsibility to submit Proposer's proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 p.m. ET on 02/23/2026. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 26-0223200 SOLID WASTE MANAGEMENT SERVICES**

This package shall also include the Proposer's return address. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the City and will not be returned to the Proposer.

The City cautions Proposers to ensure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 option 1 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on USB flash drive in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP until eight (8) days before the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. The City's

Procurement Officer is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions as a written addendum. The City may post written addenda on its website up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Procurement Officer through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties. The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise other proposals.

1-8. Contractual Agreement: This RFP and Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. All legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

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

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke exemptions to disclosure provided by law in the response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office for all news releases or other publicity pertaining to this RFP or the service, study, or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers' insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than \$1,000,000 per Occurrence/ \$2,000,000 Aggregate (Including Policy Number and Policy Period);
2. Evidence of Auto Liability coverage with limits not less than \$1,000,000 per Occurrence/ \$1,000,000 Aggregate (Including Policy Number and Policy Period);
3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than \$100,000 (Including Policy Number and Policy Period);
4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);
5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer that is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing processes because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that it has not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office within at least ten (10) working days after the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City determines that such termination is in the best interest of the City. Any such termination shall be initiated by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

SECTION 2 SPECIFIC TERMS AND CONDITIONS

2-1 PURPOSE: TO ESTABLISH A SOLID WASTE COLLECTION SERVICES FRANCHISE FOR THE CITY

The purpose of this Solicitation is to establish a Contract for the City, for the Services as specified herein, from an entity that will provide prompt, efficient and a high-quality service. Specifically, the purpose is to select Solid Waste Collection Services for the City. The City is herein requesting Proposals from experienced individual(s), group(s), or company(ies), hereinafter referred to as the "Proposer", to provide the Services described herein for the City.

2-2 SOLICITATION TIMETABLE

| EVENT | DATE/LOCATION |
|-----------------------|--------------------------------------|
| Release Date | 01/13/26 |
| Pre-Bid Meeting | 01/29/26 |
| Written Questions Due | 02/05/26 @ 5:00pm Email questions to |

| | |
|----------------------------------|---|
| | jbergel@opalockafl.gov With Subject line "RFP No: Bid Questions" |
| Response to Questions | 02/12/26 @ 5:00pm |
| Due Date/Bid Opening | 02/23/26 @ 2:00 pm |
| 1st Evaluation Committee Meeting | TBA |
| Award Recommendation | TBA |
| Commission Approval | TBA |
| Post Award | TBA |

2-3 TERM OF CONTRACT: FOR AN INITIAL TERM OF SEVEN (7) YEARS WITH AN ADDITIONAL THREE (3) YEAR PERIOD.

The Contract resulting from this Solicitation shall commence upon execution of the contract and shall remain in effect for a period of seven (7) years at the rates offered by the Proposer in their proposal for the entire seven (7) year period unless there is a change in the tipping fee. Any decreases in the tipping fees shall be passed on to the City. The City will consider price increases only if the tipping fees are increased.

After the initial seven (7) year period, the City shall have the option to renew for an additional three (3) year period. Upon the completion of the 2nd year, and 5th year of the initial term and again upon the commencement of each option period, the City will consider an adjustment to the collection portion price schedule based on the Consumer Price Index, Series CUUR0000SEHG02, entitled "Garbage and Trash Collection, U.S. City Average - Not Seasonally Adjusted", available from the United States Department of Labor, Bureau of Labor Statistics. **Continuation of the Contract beyond the initial period is a prerogative of the City, not a right of the Proposer.** This prerogative will only be exercised when such continuation is clearly in the best interest of the City. Should the City exercise the option to renew, it shall be only for those items originally awarded or as negotiated and agreed upon in written documents. The CPI increase will be limited to a maximum of three (3) percent, per anniversary period, with no roll- over provision.

In addition to any renewal, if provided for, the City Manager may authorize up to a maximum of 180 days for any Contract.

entered by the City pursuant to City Commission approval. Any further extensions of such Contract requires the approval of the City Commission.

2-4 METHOD OF AWARD: TO THE HIGHEST EVALUATION SCORING, RESPONSIVE, RESPONSIBLE, PROPOSER

The award of any Contract resulting from this Solicitation will be made to the highest evaluation scoring, responsive, responsible Proposer whose Proposal will be the most advantageous to the City, taking into consideration price and the other evaluation factors set forth in this Solicitation.

2-5 FRANCHISE FEE TO BE ESTABLISHED BY THE CITY

The City shall set the Franchise Fees to be charged for Solid waste collection services. The Successful Proposer shall not deviate from these amounts under any circumstances. This Franchise Fee may be a percentage, a fixed dollar value, or a combination thereof for both Residential and Commercial Services.

2-6 MONTHLY INVOICING

The Successful Proposer(s) shall submit fully documented invoices within 30 calendar days after Services have been rendered. These invoices shall be submitted to the City of Opa-locka, Finance Department for payment processing via email payables@opalockafl.gov. All documentation shall reference the appropriate Contract number, the type of Service(s) provided, and the dates or period that the Service(s) were provided in the prior 30 days.

2-7 EXAMINATION OF PROPOSER'S FACILITIES BY THE CITY

The City as part of their evaluation may perform an inspection of the Proposer's facilities. The Selection Committee or a delegate of their appointment, as part of their evaluation, may perform this inspection. The Selection Committee and the Procurement Division may perform a second pre-award inspection of the Successful Proposer's facilities and any technical advisors they deem necessary, prior to the award of a Contract.

The term facilities as used in this Solicitation shall include, but shall not be limited to, all properties operated by the Proposer, all similar equipment used in the performance of business by the Proposer, and/or any other evidence, tangible or intangible, that the City may deem necessary to substantiate the technical and other qualifications, and the abilities of the Proposer to perform the Services.

The inspection shall include, but shall not be limited to, appearance and cleanliness of facilities, appearance and cleanliness of equipment, "road worthiness" of vehicles, appearance and visibility of all signage on vehicles, and possession and distribution of mandatory equipment. Vehicles shall be inspected for compliance with State of Florida Statutes, as well as applicable County and City Ordinances. Additionally, inspection shall include verification of some of the (physical) minimum requirements for Proposers.

Additionally, the City reserves the right to perform such inspections on the Successful Proposer as often as it deems necessary, to ensure proper performance of the proposed Contract.

2-8 PERFORMANCE BOND BASED ON A FIXED DOLLAR AMOUNT -

a) The Proposer to whom a contingent award is made shall duly execute and deliver to the City a Performance and Payment Bond in the amount of one million dollars **(\$1,000,000.00)**. The Proposer may deliver multiple bonds in lieu of a single bond, as long as the aggregate total of these bonds equals the amount specified above. The bonds shall be delivered to the City within 15 days after the notice of award is issued. If the Proposer fails to Annually deliver the Performance and Payment Bond within this specified time, including any granted extensions, the City shall declare the Proposer in default of the contractual terms and conditions, and the City shall not accept any proposal from the Proposer for a twenty-four (24) month period following such default.

b) The following specifications shall apply to the bond required above

- 1) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with an A- qualification as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A. M. Best Company.
- 2) On contract amounts of \$500,000.00 or less, the bond provisions of Section 287.0935, Florida Statutes (1999) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
 - i) Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued; and
 - ii) Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
 - iii) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under SS. 31 U.S.C. 93049308.

Surety insurers shall be listed in the latest Circular 570 of the United States Department of Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- 3) For Contracts in excess of \$500,000.00 the provisions of Section B will be adhered to plus a company must have been listed for at least three consecutive years or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the Treasury list.
- 4) Surety Bonds guaranteed through the United States Government Small Business Administration (SBA) or Contractor's Training and Development, Inc. will also be accepted.
- 5) In lieu of a Performance Bond, a cash bond in the form of a certified cashier's check made out to the City of Opa-locka will be acceptable. All interest will accrue to the City during the life of the Contract and as long as the funds are being held by the City.
- 6) The attorney in fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of the power of attorney authorizing the officer to do so. The Contract bond must be counter signed by the surety's resident Florida agent.

c) Further, if such a claim is made or is pending, the Proposer may, at its option and expenses, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the City agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the Proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

2-9 CONTENTS OF PROPOSAL

a) The Proposal must consist of two parts: The Technical Proposal and the Price Proposal.

1) The Technical Proposal (Section 5);

i) Cover Page. (Section 5) - The form entitled **TECHNICAL PROPOSAL COVER PAGE** is to be used as the cover page for the technical Proposal. This form must be fully completed and signed by an authorized officer of the Proposer submitting the Proposal.

ii) Table of Contents - The table of contents should outline in sequential order the major areas of the Proposal. All pages of the Proposal, including enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

iii) Executive Summary - Provide a brief summary describing the Proposer's Senior and Supervisory Management Teams experience successfully providing similar collection services which demonstrates their ability to perform Work requested in this Solicitation, a history of the Proposers background and experience providing similar services, the qualifications of the Proposer's local Senior Management Team, as well as personnel to be assigned to this project, the subcontractors, subconsultants, and/or suppliers and a brief history of their background and experience, and, any other information called for by this Solicitation which the Proposer deems relevant, including restating any exceptions to this Solicitation. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the Proposer, staff, subcontractors, subconsultants, and/or suppliers.

iv) Required Information - Proposers shall provide documentation that demonstrates their ability to satisfy any of required information contained herein. Proposers who do not satisfy the requirements or who fail to provide supporting documentation and/or affidavits as specified herein may be deemed non-responsive. If a prescribed format or required documentation for the response to information requirements is listed below, Proposers should use said format and supply said documentation to be considered responsive.

v) Proposer Required Information Form (Section 8)

A) Describe how Proposer will operate the Sanitation collection Services and work in conjunction with the Designated Disposal Facility(ies)/Landfill('s) Transfer Stations, and processing facility(ies) designated for use; describe the Proposer's approach to organization/management and the responsibilities of Proposer's management and staff personnel that will perform work on the Contract; describe method employed to ensure safety, prompt service, customer satisfaction, prompt complaint resolution procedures, effective employee performance and training, and timely initiation and completion of all work.

B) Proposers shall provide evidence of ability to obtain proof of the title, proof of title or valid lease, registration, for each of the collection trucks to be used in the performance of this Solicitation.

C) List any subsidiary/affiliate company in the same business, the nature of the relationship, and the location of their office.

D) Describe the Proposer's 6-month transition plan to assume operations from existing Contractor without interruption of service to customers. (GANTT CHART OR SIMILAR FORM). Plan must include a Staffing Chart that identifies the Transition Project Manager, Operations Manager, Sales Manager, Customer Service Manager, Route Supervisors, and IT Manager.

E) Provide a description or information concerning or substantiating each of the requirements below:

- 1) Drug-free Workplace.
- 2) Employee drug testing program.
- 3) A narrative describing communication, GPS tracking and video systems installed in trucks and in office.
- 4) A narrative describing personnel policies detailing hiring practices, standards, and employee training.
- 5) Safeguards in the Proposer's accounting system to assure that all revenues and expenses are accurately captured by their accounting system.
- 6) Proposer's experience, past performance, financial capabilities, violations, and litigations.

F) State the number of years that the Proposer has been in business, and the number of years in business operation under the Proposer's current business name. Any business owner who has previously operated a waste or recycling collection business under another name must include a description of the previous business. Failure to include such information will be deemed as intentional misrepresentation by the City and will render the Proposer's Proposal non-responsive.

G) Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer or Proposers Senior Management Team has either performed or is performing. The description should identify for each project:

- 1) The client's name, address, telephone number and the name of the contact person, and e-mail address;
- 2) A description of the required Work;
- 3) The contract period and duration;
- 4) A statement or notation as to whether the Proposer was a prime contractor or subcontractor, subconsultant, or supplier; and
- 5) The result of the project.

H) Describe any other experiences related to the Work or Services described in **SECTION 3, STATEMENT OF WORK.**

I) Proposers shall include audited Financial Statement for the last three (3) years.

J) Describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees (while in the performance

of their duties,) subcontractors or subconsultants is or has been involved within the last three (3) years.

K) Describe and explain any prior complaints (both substantiated and inconclusive) filed by any governmental agency, against the Proposer, any of its employees (while in the performance of their duties,) subcontractors or subconsultants is or has been involved within the last five (5) years. Including (Letter(s) of Default, and Liquidated Damages imposed by a municipality against the Proposer).

vi) Key personnel and subcontractors performing services.

A) Provide a National, Regional (if applicable) and Local organizational chart showing all individual positions, including their titles, who will perform any work on the Contract. This chart must clearly identify / represent the Proposer's employee's positions and those of the subcontractors or subconsultants.

B) Describe the experience, qualifications, and other vital information, including relevant experience on similar contracts, of all key individuals and subcontractors or subconsultants who will perform work on the Contract. This information shall include functions to be performed by the key individuals and the subcontractors or subconsultants.

C) Provide resume and equivalent job descriptions and other detailed qualification information on all key personnel who will be assigned to the Contract, including any subcontractors or subconsultants. The phrase "all key personnel" includes all partners, managers, senior management team, supervisors and other professional or technical staff that will perform work on the Contract.

D) List names and addresses of all first-tier subcontractors, subconsultants, or suppliers, who will perform and/or provide for the Contract.

vii) Affidavits and Acknowledgements.

viii) Required Forms

- A)** Technical Proposal Cover Page (Section 5)
- B)** Amendment Acknowledgement (Section 7)
- C)** Proposer Required Information Form (Section 8)
- D)** Proposer's Disclosure OfSubcontractors, Subconsultants And Suppliers (Section 9)
- E)** Drug-Free Workplace Affidavit (Section 10)
- F)** Business/Vendor Profile Survey (Section 11)
- G)** Anti-Kickback Affidavit (Section 12)
- H)** Non-Discrimination Affidavit (Section 13)
- I)** Residential Curbside Roll-Out Container Specifications (Section 14)
- J)** E-Verification (Section 15)
- K)** Price Proposal (Section 6)

Proposers are to propose the monthly per unit (collection and disposal) cost for identified services to Residents, Multi-Family, and Commercial establishments, as well as Industrial

customers (per haul cost) for Solid waste collection services. The City will make no allowance to any Successful Proposer for not having investigated the City's current operations on their own, prior to submitting their proposal.

2-10 EVALUATION CRITERIA

Following the closing of the Solicitation, the Proposals will be evaluated by a Selection Committee appointed by the City. The Selection Committee may comprise of any combination of the following types of individuals: City personnel and representatives (Consultants, Citizens, other Municipality Staff representation, etc.) selected by the City, with the appropriate experience and/or knowledge, striving to ensure that the committee is well balanced.

The City may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish the City all such information and data for this purpose as the City may request before and during the proposal period. The City reserves the right to make additional inquiries, interview some or all Proposers, make site visits, obtain credit reports, or take any other action it deems necessary to fairly evaluate all Proposers. The City shall decide whether to reject a Proposer or qualify a Proposer. The City reserves the right to create a short list of Proposers. Any Proposer found non-responsive, and/or, in the opinion of the City or Selection Committee, not meeting the City's qualification criteria, and/or not short listed, shall have their Price Proposal returned unopened.

The scoring of Proposals is based on a point total.

The Selection Committee will first evaluate and rank responsive Proposals on the Technical criteria listed below. The criteria are itemized with their respective weights. A Proposer may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its proposal, as judged by the Selection Committee in accordance with:

| <u>Criteria</u> | <u>Weight</u> |
|---|---------------|
| 1) Contractor qualifications, experience, staffing plan and facilities to provide the scope of services | 30% |
| 2) Evidence of the contractor's financial stability and ability to provide bonds. | 10% |
| 3) Proposed Transition Plan | 20% |
| 4) Price Proposal | |
| a. Residential | 25% |
| b. Commercial/Multi | 15% |
| Total | 100% |

2-11 POINT OF CONTACT

For any additional information regarding the specifications and requirements of this Solicitation, Proposer may only contact the Procurement Officer via email at jbergel@opalockafl.gov.

2-12 TAXPAYER IDENTIFICATION NUMBER

The Successful Proposer(s) shall provide the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

SECTION 3 STATEMENT OF WORK

3-1 SCOPE OF WORK

- a) Residential Collection Services (including up to four-unit buildings) Single Family Homes, Townhomes, Duplexes, Triplexes and Quadplexes.

The City is requesting proposals for the Residential Curbside Collection Service following the current collection schedule, and the number of current and future customers. The Successful Proposer shall provide Solid waste collection services as defined herein. These services shall be performed twice weekly, using wheeled Roll-out Containers and Automated Collection Service vehicles for Residential Curbside Service. Residential Service Units include all living units or such other multi- family units who utilize curbside collection services as may be prescribed by the City. Successful Proposer shall provide new wheeled roll-out carts as proposed, or additionally negotiated, to all current and future curbside collection customers. The specific brand of Roll-out Container will be left to the discretion of the Proposer. However, the City is requiring that the container be approved by the City, meet the criteria set-forth in Cart Requirement Checklist, include a placard of acceptable items for the specific waste stream, have a 10-year warranty, include the City logo embedded, and the name and local office phone number of the Successful Proposer. The Contractor will be responsible for the purchase, assembly, distribution, inventory and storage of all new Roll-out Containers and replacement Roll-out Containers. Standard wheeled roll-out containers issued to curbside customers is ninety-six (96) gallons, however Roll- out Containers can vary from 96-gallon to 32-gallon depending on customer's requirement and request.

The contractor shall provide a transition operational plan which includes assembly, distribution, notification, and replacement (delivery and removal) of the City's curbside roll-out carts currently in service. The plan shall identify the Proposers expected time frame for ordering, receiving, staging area, assembly, and distribution plan. City recommends the schedule should occur according to the collection zone map. The acceptable time frame for completion is 30 days or less. Plan shall include procedure how Proposer will handle a resident's one-time, no cost, request for smaller roll-out container upon, or immediately following delivery, completed within seventy-two (72) hours of request. All proposed notification materials shall require written City approval, and be available in English, Spanish, and Creole. Plan shall also include, how the contractor plans to recycle the old carts.

Residential Collections will not be made on Sunday's, Christmas Day, or during any City issued suspension of collection service due to Emergency conditions, where the disposal facility is simultaneously closed, unless otherwise approved in writing by the City. Collections that would normally occur on these specified days, holidays or suspension periods shall be rescheduled on the next regularly scheduled collection day. Any period for which collections services are not performed due to the suspension of services resulting from a Declared Emergency, the City shall receive a collection credit of fifty (50) percent for those units impacted. Contractor shall propose a minimum number of daily, and spare Collection vehicles dedicated to the City based on the requirements of each collection zone, to ensure the daily completion of the Residential solid waste collection routes as scheduled.

Additionally, Collections of special household material items shall be made through a Special Materials Station that will be set up on a periodic basis, on days and at locations designated by the City, at no charge

to the City or its residents.

b. Residential Bulk Waste Collection Service.

The City is requesting proposals for the Bulk Waste Collection Service wherein the collection frequency and schedule will remain unchanged for monthly collections, or twelve (12) times per year. The Residential Bulk Waste Collection Service shall be limited to ten (10) cubic yards and generated by the customer residing at the Residential Service Unit resulting from normal household activities. Contractor shall propose a minimum number of daily Bulk Collection vehicles dedicated to the City based on the requirements of each collection zone, to ensure the daily completion of the bulk collection routes as scheduled.

c. Recycling Services (Residential and Commercial).

The Successful Proposer shall provide Residential Recycling Collection and Processing Services. The Successful Proposer shall be the exclusive collector of all curbside Recyclable Materials, which are segregated from normal discards and placed in the appropriate container at the curbside on public streets or at some other specifically designated location. The services to be performed by Successful Proposer shall consist of weekly collection of all curbside recyclable materials, transportation, and recovery at the designated recovery facility. Collections shall be made as follows:

- 1) Any unit not receiving containerized refuse service.
- 2) Containers located on the premises of multi-family buildings which receive curbside collection service.
- 3) Containers located at designated Neighborhood Recycling Stations

d. Commercial Services.

Commercial Solid Waste Collection Service shall be made available to all commercial establishments within the City at the City approved rate schedule.

- e) All services performed by the Successful Proposer shall be expanded to include all newly constructed homes and/or commercial facilities, as necessary.
- f) At such time as the City desires to expand the scope of services or add/remove additional materials to the Recyclable Materials collected, the City shall submit to the Successful Proposer an expansion proposal ("Expansion Proposal") and the Successful Proposer receiving such proposal shall evaluate and consider the same in good faith. If Successful Proposer and the City fail to reach an Agreement with respect to the terms and conditions for expansion of the services within sixty (60) days of submission of the Expansion Proposal, the Successful Proposer will continue to perform all services as provided by this Agreement for the remaining term thereof. The areas and number of units (homes) serviced shall not be reduced during the term hereof unless said unit (homes) no longer receives any services or the area in question is no longer within the boundaries of the City.
- g) The City will bill customers for Residential Collection Service and shall pay Successful Proposer for Residential Collection Service in compliance with the approved rate schedule. Disposal CPI shall be adjusted in compliance with the City's Solid Waste Disposal agreement with Miami- Dade County, or any other solid waste disposal or recycling processing agreement the City enters, which require Flow Control.

The Fee for Collection portion of Service shall be adjusted on the completion of the 2nd year, 5th year of the initial term, and again upon the commencement of the following option periods, based on the Consumer Price Index, Series CUUR0000SEHG02, entitled "Garbage and Trash Collection, U.S. City Average - Not Seasonally Adjusted", available from the United States Department of Labor, Bureau of Labor Statistics. **Continuation of the Contract beyond the initial period is a prerogative of the City, not a right of the Proposer.** This prerogative will only be exercised when such continuation is clearly in the best interest of the City. Should the City exercise the option to renew, it shall be only for those items originally awarded or additionally negotiated. The CPI increase will be limited to a maximum of 3%, per anniversary. There will be no rollover of CPI in the event a CPI does not reach 3%.

Contractor shall bill customers for special collection services and all commercial customers and include such information in monthly data records/reports.

3-2 ADDITIONAL DEFINITIONS

For the purpose of the Solid Waste Collection Services Contract, the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the Code of the City of Opa-locka shall apply. When not inconsistent with the Context, words used in the present tense include the future, words in the plural include the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

- a) The term "Acceptable Waste" shall mean all Residential Solid Waste, Commercial Solid Waste, and Construction and Demolition Debris, which may be disposed of at Designated Disposal Facilities.
- b) The term "Bags" shall mean non-dissolvable plastic trash bags, in which waste has been placed in
- c) The term "Bio-Hazardous" or "Bio-Medical Waste" shall mean any waste, which may cause disease or reasonably be suspected of harboring pathogenic organisms. Included are waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes that may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing and surgical gloves.
- d) The term "Bulk Trash" shall mean those wastes that may require special handling and management including, but not limited to: White Goods, furniture, concrete, rubble, mixed roofing materials, rock, gravel and other earthen materials, equipment, wire and cable and other similar items including materials resulting from home improvements and any and all household goods and furniture; which are customary to ordinary housekeeping operations of a Residential Service Unit. Bulk Trash must be generated by the customer and at the Residential Service Unit wherein the Bulk Trash is collected. Bulk Trash does not include items herein defined as Contractor-generated Waste, or Exempt Waste.
- e) The term "Bulk Waste" shall mean Bulk Trash.
- f) The term "Bulk Yard Trash" shall mean all types of palm fronds and Yard Trash not exceeding six feet (6') in its longest dimension, not exceeding twelve inches (12") in diameter and weighing fifty (50) pounds or less. Bulk Yard Trash must be a part of normal yard maintenance and be generated by the customer residing at the Residential Service Unit wherein the Bulk Yard Trash is collected. Bulk Yard Trash does not include items herein defined as Contractor-generated Waste, or Exempt Waste.

- g) The term "Commercial Establishment" shall mean all retail, professional, wholesale, institutional and industrial facilities and any other commercial enterprises, including Hotels and Motels and licensed recreational vehicle parks, offering goods or services to the public.
- h) The term "Collection" shall mean the process whereby Residential Solid Waste, Commercial Solid Waste, Construction and Demolition Debris, or Recyclable Materials are removed and transported to a Disposal Facility or Material Recycling Facility as designated and appropriate.
- i) The term "Collection Service" shall mean Residential Services and Commercial Services.
- j) The term "Commercial Services" shall mean Commercial Solid Waste Collection Service and Roll-Off or Compactor Collection Service.
- k) The term "Commercial Service Unit" shall mean any Commercial Establishment in the Service Area.
- l) The term "Commercial Solid Waste" shall mean any Garbage or Rubbish that is usual to the normal operations of a Commercial Service Unit. Commercial Solid Waste must be generated by the customer at the Commercial Service Unit wherein the Commercial Solid Waste is collected and may include items defined herein as Yard Trash, Bulk Waste, Contractor- Generated Waste.
- m) The term "Commercial Solid Waste Collection Service" shall mean the Collection of Commercial Solid Waste from Commercial Service Units in the Service Area that utilize Front- end Containers, Compactors, Roll-off, or Roll-out Carts for the set-out and Collection of Commercial Solid Waste.
- n) The term "Compactor" shall mean any Container, regardless of size, which has a compaction mechanism, whether stationary or mobile. All such equipment must be clearly marked to prohibit their use for the disposal of Hazardous Waste, Bio-Hazardous, biological or Bio-Medical Waste or Sludge.
- o) The term "Construction and Demolition Debris" shall mean those materials defined by Chapter 17-712, Florida Administrative Code, as may be amended from time to time.
- p) The term "Container" shall mean/include, trash or recycle roll-out carts or bins, front- end containers, roll-off containers or Compactors. References to container shall be specific to the collection service types description.
- q) The term "Contract Year" shall mean a period beginning on the effective date of the agreement and continuing for one year.
- r) The term "Contractor-generated Waste" shall mean Bulk Trash, Bulk Yard Trash, or Construction and Demolition Debris generated by handywomen or men, builders, building contractors, privately employed tree trimmers, tree surgeons, landscape services and lawn or yard maintenance services and nurseries.
- s) The term "County" shall mean Miami-Dade County, Florida
- t) The term "Disposal Charges" or "Tipping Fee" shall mean the prevailing per-ton or per yard rate charged at the Disposal Facility for the acceptance and disposal of solid waste, recyclable processing, Residential Waste, Commercial Solid Waste and other waste materials.

v) The term "Disposal Facility" shall mean the place or places specifically designated by the City or Successful Proposer for the disposal of Residential Waste, Commercial Solid Waste, Industrial Waste and other materials Collected under the terms of the Contract.

w) The term "Dwelling Unit" shall mean any individual living unit in a single-family dwelling, multi-family dwelling or mixed-used dwelling within a structure or building intended for, or capable of being utilized for, permanent residential living, other than those structures or building units included within the definition of Commercial Service Unit herein.

x) The term "Exempt Waste" shall mean Bio-Hazardous or Bio-Medical Waste, Hazardous Waste, Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil and tires, those wastes under the control of the Nuclear Regulatory Commission and those other materials whose size, weight, or both are in excess of that allowed for Bulk Waste as defined herein.

y) The term "Freon Recovery Specialist" shall mean a Certified Freon Recovery Professional, person or firm, to collect and recover freon from an appliance containing freon (refrigerator, air- conditioner etc.) prior to collection as bulk materials.

z) The term "Front-end Container" or "Dumpster" shall mean any metal or plastic container, with a capacity of one cubic yard up to and including eight cubic yards, designed or intended to be mechanically dumped into a loader-packer type garbage truck. All such Containers must be clearly marked with the size of the Container and in a manner to prohibit their use for the disposal of Hazardous Waste, Bio-Hazardous, Biological or Biomedical Waste or Sludge.

aa) The term "Garbage" shall mean all putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities.

bb) The term "Garbage Cart or Container" shall mean the City issued, Contractor provided, trash rollout Cart. A Garbage Cart shall be of a capacity of not less than thirty-two (32) gallons, and not greater than ninety-six (96) gallons

cc) The term "Hazardous Waste" shall mean any waste material which is defined as a hazardous waste, by the State of Florida Department of Environmental Regulation in the State Florida Administrative Code and any future legislative action or, by federal, state or local law.

dd) The term "Hotel" or "Motel" shall mean a structure or building capable of being utilized for residential living where such unit or a group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven days or less. To meet this definition, the Hotel or Motel must be licensed to operate as such. "Transient" has the meaning as defined in Chapter 509, Florida Statutes, or its successor law.

ee) The term "Materials Recycling Facility (MRF)" shall mean any facility, designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclable Materials for sale and that meets the requirements of Section 403.7046 Florida Statute.

ff) The term "Multi-Family Service Unit" shall mean any combination of Dwelling Units in the Service Area utilizing a common Front-end Container or Containers for the accumulation and set out of

Residential Solid Waste.

gg) The term "Neighborhood Recycling Station" shall mean those locations designated by the City for the Collection of recyclable materials, where the Successful Proposer shall maintain sufficient Recycling Containers for Residents to deposit Recyclable Materials. The Number, type and frequency of containers shall be designated by the City.

hh) The term "Non-Collection Notice" shall mean a form used by the Successful Proposer to notify customers of the reason for the non-collection of materials set out by the customer for Collection by Successful Proposer pursuant to the Contract, developed by the Successful Proposer at their sole expense, and approved by the City.

ii) The term "Ordinance" shall mean those parts of the Code of the City of Opa-locka governing solid waste Collection, Disposal and Recycling activities within the City.

jj) The term "Pull", or "Pull Container" shall mean the collection of any Compactor or Roll-Off" container with a capacity of more than eight (8) cubic yards, and up to forty (40) cubic yards, which is normally loaded onto a motor vehicle, covered and transported to a designated disposal facility for dumping. Any references to "pull" as a container shall mean "Pull Container".

kk) The term "Recovered Materials" shall mean metal, paper, glass, plastic, cardboard, textile, or rubber materials that have known Recycling potential, can be feasible recycled, and have been diverted and source separated or have been removed from the waste stream for sale, use or reuse as a raw material destined for any use that constitutes disposal. Recovered materials, as defined herein, are not Residential or Commercial Solid Waste.

ll) The term "Recyclable Materials" shall mean those materials, which are capable of being recycled and which, would otherwise be processed or disposed of as Residential or Commercial Solid Waste. These materials will be as defined by the City from time-to-time. Recyclable Materials to be Collected include newsprint; old, corrugated cardboard; clear, green, brown and any other glass containers; metal cans; aluminum beverage containers; Plastics #1- # 7

mm) The term "Recycling" shall mean any process by which materials which would otherwise have been Residential or Commercial Solid Waste, are Collected, separated, or processed and reused or returned to use in the form of raw materials or products.

nn) The term "Recycling Bin or Cart" shall mean a rigid receptacle made of plastic or other suitable substance of no less than fourteen gallons and no more than ninety-six gallons, purchased, assembled, and distributed by the Successful Proposer, to those Residential Service Units in the Service Area.

oo) The term "Recycling Services" shall mean the Collection of Recyclable Materials, by the Successful Proposer, from those Residential Service Units in the Service Area and the delivery of those Recyclable Materials to a Designated Facility.

pp) The term "Residential Service" shall mean Residential Curbside Collection Service and Residential Roll-out Collection Service.

qq) The term "Residential Service Unit" shall mean any Dwelling Unit.

rr) The term "Residential Containerized Solid Waste Collection Service" shall mean the Collection of Residential solid Waste from Residential Containerized Service Units located within the Service Area and the delivery of that Residential Solid Waste to the Designated Disposal Facility.

ss) The term "Residential Roll-out Service Unit" shall mean any Residential Service Unit utilizing a Roll-out Garbage Cart for the accumulation and set-out of Residential Solid Waste.

tt) The term "Residential Roll-out Solid Waste Collection Service" shall mean the Collection of Residential Solid Waste from Residential Roll-out Service Units in the Service Area and the delivery of that Residential Solid Waste to the Designated Disposal Facility.

vv) The term "Residential Service Unit" shall mean Residential Roll-out Service Units.

ww) The term "Residential Solid Waste" shall mean Garbage, Yard Trash, and Rubbish resulting from the normal household activities of a Residential Solid Waste must be generated by the customer and at the Residential Service Unit wherein the Residential Solid Waste is Collected and does not include items defined herein as Contractor Generated Waste or Exempt Waste.

xx) The term "Residential Waste" shall mean Residential Solid Waste and Bulk Waste resulting from the normal household activities of a Residential Service Unit. Residential Waste must be generated by the customer residing and at the Residential Service Unit wherein the Residential Waste is collected and does not include items defined herein as Contractor- Generated Waste or Exempt Waste.

yy) The term "Roll-Off Collection Service" shall mean the Collection and disposal of Roll- Off Containers containing materials, including but not limited to Contractor-Generated Waste and Construction and Demolition Debris, which are not herein defined as Residential Waste or Commercial Solid Waste, but are considered exclusive to the Successful Proposer under the terms and conditions of the Contract. All such Roll-Off Containers must be clearly marked to prohibit their use for the disposal of Hazardous Waste, Bio-Hazardous, Biological or Bio- Medical Waste or Sludge.

zz) The term "Roll-Off or Open-top Containers" shall mean any non-Compactor storage and Collection equipment or device with a capacity of more than eight (8) cubic yards, and up to forty (40) cubic yards, which is normally loaded onto a motor vehicle, covered, and transported to a designated disposal facility.

aaa) The term "Roll-out Cart or Container" shall mean a heavy plastic receptacle affixed with the City logo, with a rated capacity of ninety-six (96) gallons, sixty-four (64) gallons, or thirty- two (32) gallons, having a hinged tight-fitting lid and wheels, that is designed or intended to be used for semi-automated Collection. Roll-out Carts or Containers shall be provided (purchased and assembled) by and distributed by the Successful Proposer.

bbb) The term "Rubbish" shall mean all refuse, accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweep-ups and all other accumulations of a nature other than Garbage and Yard Trash, resulting from the normal activities of a Residential or Commercial Service Unit wherein the Rubbish is Collected. Rubbish does not include items herein defined as Contractor- generated Waste or Exempt Waste.

ccc) The term "Service Area' shall mean the municipal limits of the City of Opa-locka, Florida.

ddd) The term "Sludge" shall mean the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or

operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other such waste having similar characteristics or effects.

eee) The term "Solid Waste" shall mean Sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations, that meets the requirements of Section 403.703 Florida Statute.

fff) The term "Special Items" shall mean land clearing debris or Contractor-generated Waste not disposed of through the utilization of Roll-Off Collection Services, or any other unusual material for which the Successful Proposer may Collect a separate collection and disposal fee. In the event that the customer and the Successful Proposer are unable to agree upon the classification of Special Items, the City shall make such determination.

ggg) The term "Special Material Station" shall mean those locations designated by the City for the Collection of special household items including, but not limited to: paint containers, aerosol cans, pesticides, chemicals, batteries lead-acid batteries, (including automotive,) fluorescent light bulbs, automotive tires, used oil, televisions, computers, etc. The Successful Proposer shall set up an attended Collection station for this purpose on a schedule as requested by the City. These stations shall be set up on a temporary basis, with the hours and duration to be specified by the City. The frequency and number thereof shall be designated by the City.

hhh) The term "Yard Trash" shall mean any vegetative matter resulting from normal yard and landscaping maintenance that is not more twelve inches (12") in diameter, six feet (6') in length or weigh more than fifty (50) pounds. Yard Trash must be generated by the customer and at the Residential Service Unit wherein the Yard Trash is collected. Yard Trash does not include items herein defined as Contractor-generated Waste, or Exempt Waste.

iii) The term "White Goods" shall mean discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White Goods must be generated by the customer and at the Residential Service Unit wherein the White Goods are collected. White Goods containing freon, must be purged by a Freon Recovery Specialist of its freon and placarded prior to being removed.

jjj) The term "Workday" shall mean any day, Monday through Sunday when the Disposal Facility and/or Materials Recycling Facility, as applicable, is open.

3-3 LICENSING

The Successful Proposer shall be licensed and certified by all appropriate State and Local agencies. The Successful Proposer shall procure at its own expense all necessary licenses and permits. The Successful Proposer shall conform to all applicable Federal, State, County and City laws, regulations, and ordinances.

3-4 EXCLUSIVE RESIDENTIAL, RESIDENTIAL RECYCLING, AND COMMERCIAL SERVICES FRANCHISE GRANTED

The Successful Proposer shall be granted an exclusive collection franchise to provide Residential

Services, Recycling, and Commercial Services within the Service Area. No other services shall be exclusive to the Successful Proposer.

3-5 RESPONSIBILITY FOR RESIDENTIAL SERVICES BILLING

The City shall be responsible for the billing of payments for Residential Services and Residential Recycling Services.

3-6 TRANSITION IN SERVICE PLAN

The Proposer understands and agrees that one hundred eighty (180) days from the time of the formal award is intended to provide the Successful Proposer with sufficient time to, among other things, order and acquire and secure all necessary equipment, sufficient staffing and prepare for the successful transition from previous hauler. The Successful Proposer shall be prepared and have secured all necessary resources to provide all the services set forth in this Solicitation no later than forty-five (45)days prior to their assuming the duties as the new Exclusive Franchise Hauler.

3.6.1 Transition Prior to Commencement Date of Service.

Contractor shall provide a smooth transition in service to minimize inconvenience to all customers. To accomplish this objective, Contractor shall submit to the City Manager, or the Contract Administer, no later than 7 calendar days following award of the Agreement, a Transition Plan (including a Gant chart or similar project management timeframe plan) that provides a detailed description of how the Contractor will prepare for and carry- out collection services on the commencement date. The Transition Plan must meet with the approval of the City Manager, or Contract Administer, and be substantially equal in timeframe and procedure as that submitted by the Successful Proposer. If the Contract Administer does not approve any part of the Transition Plan, Contractor shall provide a revised Transition Plan within 5 calendar days of notification. At a minimum Contractor must address the specific performance requirements listed below in the Transaction Plan and accomplish them according to deadlines specified in the City approved plan. This list is not intended to identify all necessary tasks to be performed by Contractor, but to provide a springboard for Contractor to develop a comprehensive Transition Plan.

Contact list: List of key transition personnel including, but not limited to: Transition Project Manager, Route Supervisor(s), Operations Manager(s), Sales Manager, Office Manager, IT Manager, Customer Service Manager, Sub- contractor(s) Supervisor(s).

Meeting and call schedule: Proposed meeting and call schedule including, but not limited to, daily or weekly meetings with City Staff and outgoing contractors leading up to the service commencement date.

Customer Service center: Schedule for setting up a customer service center meeting the requirements of Section 3.6.2 of this Contract and training staff to begin receiving calls.

Cart and Container procurement, assembly and distribution: information regarding Trash Carts and Recycle Carts or Bins (including but not limited to: make, model and labeling) for City approval, schedule for purchase and delivery of Contractor-provided carts, schedule for assembly and distribution (A&D) of any carts or bins needed prior to commencement date, description of A&D procedures, and schedule for delivery of Contractor provided containers to customers and City-owned locations.

Fleet: Final list of vehicles (type, make, model, year), schedule for purchase, delivery, and outfitting of any new vehicles, and schedule for ensuring that all vehicles are street legal (registered, insured, licensed, and tagged) prior to the service commencement date.

Staffing and Training: Schedule for obtaining necessary labor and training staff on equipment and routes sequence.

Routing: Proposed collection route(s) schedule for each material stream, including a detail of the minimum number of vehicles assigned to each route by material type required to ensure the daily completion of routes.

3.6.2 REPORTING AND RECORDKEEPING:

3.6.2.1 General Reporting and Record Keeping Requirements. Contractor shall create, maintain, and make available records as required by all Federal, State, County and local laws, rules, and regulations, or as reasonably necessary to document and track contractor Performance of work pursuant to the Agreement.

3.6.2.2 Reporting. Successful Proposer shall provide the following information to the City as listed below and as otherwise specified in the Agreement or negotiated.

A daily report (e-mail acceptable) of the number of assets dedicated to the City for residential collection and disposal services.

A Monthly Report shall be provided to City by the 15th of each subsequent month, for the preceding month, detailing the number and types of services delivered, amounts and types of materials collected and delivered to Designated Disposal and Processing Facilities, number and types of complaints received, and resolution time to correct, number and size of trash and recycle carts replaced due to damage. Proposer to provide a draft monthly report detailing the above for review.

3.6.2.3 Onsite Customer Service Representative: thirty (30) days prior to, and for a minimum of sixty (60) days following commencement date of Collection Services, Contractor shall provide a full-time customer service representative who will be stationed onsite at the City's Customer Service Center or other location determined by City, to assist in documenting and addressing customer questions, concerns, compliments, or complaints. Such representative shall have direct communication with the Successful Proposers Route Supervisors, Transition Project Manager, Dispatch, or other appropriate Successful Proposers staff, and shall be experienced and capable of trouble shooting and resolving any service- related question or issue that arise. The customer service representative shall be bilingual and preferably tri-lingual.

3.6.2.4 Successful Proposer shall make available to City their ability to "live stream" the progress of all collection vehicles utilizing the Successful Proposers GPS Tracking system.

3.6.3 Transition prior to the expiration of this agreement:

3.6.3.1 Should the City choose not to exercise the renewal option(s) of the agreement, or should no renewal options remain, the City anticipates awarding a new contract at least one hundred-eighty (180) days prior to the expiration of the Agreement or any subsequent renewals; In the event a new contract has not been awarded within such timeframe, Contractor agrees to provide service to the City for up to an additional one hundred-eighty (180) day period beyond the expiration of the Contract

at the then established service rates, provided the City request said services, in writing, at such time. The service rates for this additional period will be adjusted as they normally would for any approved service rate adjustment that may be due to the Successful Proposer.

3.6.3.2 At the expiration of the Agreement, Contractor shall work with the City and the newly selected contractor to ensure a smooth transition period with no interruption of service.

3-7 ROUTES AND SCHEDULES

The Successful Proposer shall provide at least two full-time Route Supervisors dedicated solely to the City of Opa-locka. The City's residents have enjoyed and become accustomed to the same collection schedule for many years. The City wishes to continue with the current collection schedule. Successful Proposer shall abide by the routes and schedules approved by the City. The City reserves the right to deny the Successful Proposer's vehicles access to certain streets, alleys and public ways, inside the City or outside the City in route to the disposal facilities, where it is in the best interest of the general public to do so due to conditions of streets or bridges. The Successful Proposer shall not interrupt the regular schedule and quality of service because of such street closures.

Thirty (30) days prior to the Commencement Date and Annually thereafter during the term of the Contract the Successful Proposer shall annually supply all customers with printed information, describing at a minimum; amounts and types of waste to be collected, set-out procedures, complaint procedures, Successful Proposers local telephone number, City of Opa-locka specific e-mail and Contractor's web-site address, mailing address, office hours and days of collection. Any changes in the collection schedules, procedures or rules shall be approved by the City. In the event of a permanent change in routes or schedules that will alter the day of collection, the Successful Proposer shall notify the affected customer(s) in writing or other manner as approved by the City, with no less than three informational flyers and or door hangers (in 3 languages) two-months, One-month and one week prior to the approved change in collection schedule. Any temporary alteration of collection schedules resulting from circumstances beyond the control of the Successful Proposer, including but not limited to holidays or suspension of collections services due to Emergency, Successful Proposer shall make its best effort to communicate to the affected customers. Individual route starting times and succession of pickup shall remain constant to promote and achieve regularity of service.

NOTE: The Successful Proposer's attention is directed to the fact that at various times during the year, following a holiday or pre-hurricane season for example, the quantity of refuse to be collected and disposed of may materially increase. This additional workload will not be considered as adequate justification for failure of the Successful Proposer to maintain the completion of required collection schedules and routes and will be subject to Liquidated Damages as appropriate.

3-8 EDUCATION SERVICES.

The Successful Proposer shall provide the following public education services:

a) Annual Solid Waste Notice.

Thirty (30) days prior to commencement and annually thereafter during the term of the Contact, the Successful Proposer shall publish and distribute a notice (in English, Spanish and Creole) to the Residential Service Units regarding the Collection Service programs. The notice shall contain at minimum,

definitions/description of the materials to be collected, procedures/guidelines for setting out the materials, complaint procedures and maps of the Service Area indicating the days when Collection Services will be provided. The notice shall be delivered by the Successful Proposer one month prior to the commencement date, and no later than February 1st or as negotiated of each Contract Year thereafter.

The Successful Proposer agrees to cooperate in complying with requests for participation in four (4) City events per year from the City to supply a collection vehicle and driver at City public outreach events, provided that notice of at least five (5) Workdays is given. It is understood and agreed that there shall be no charge to the City by the Successful Proposer for compliance with any requests to provide a demonstration of Collection vehicle and driver in response to the City's request. In the event that the City's notice for the Successful Proposer's cooperation under this Section is less than five Workdays, the Successful Proposer, at its sole discretion, may agree to provide the requested demonstration truck and driver.

3-9 HOURS OF COLLECTION

Except as set forth in this Section Residential Collection Service shall be provided, commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m. Monday through Saturday, and Sunday from 8 a.m. to 6 p.m. The hours, days, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the City.

3-10 MANNER OF COLLECTION

The Successful Proposer shall provide Residential Service with as little disturbance as possible and shall leave any Roll-out Cart, or Recycling Bin/Cart in an upright position at the same point it was collected without obstructing alleys, roadways, driveways, sidewalks or mailboxes.

3-11 SPILLAGE

The Successful Proposer shall not be responsible for cleaning up unsanitary conditions around Containers caused by the carelessness of the customer; however, the Successful Proposer shall clean up any material caused spilled onto the ground by the Successful Proposer or its employees. During transport, all materials shall be contained, covered, or enclosed so that leaking, spilling, and blowing of the materials or fluid is prevented. The Successful Proposer shall be responsible for the immediate collection, treatment and cleanup of any spillage or fluid leakage caused by the Successful Proposer vehicles or its employees. Treatment of any leakage may require multiple applications to mitigate or remove stains resulting from liquid leakage.

3-12 MATERIALS RECYCLING FACILITY

All Recyclable Materials Collected as a result of performing Residential Roll-out Collection Services shall be delivered to a State of Florida Licensed Materials Recycling Facility (MRF), or other City designated facility. In the event the MRF is closed on a Workday the Successful Proposer shall transport and deliver Recyclable Materials at such other legally permitted facility as approved and designated by the City in writing.

3-13 SERVICE UNIT CHANGES

The City shall notify the Successful Proposer in writing of changes in Residential Roll-out Service Units resulting from the issuance of new certificates of occupancy (COs). The Successful Proposer shall schedule delivery of trash and recycling roll-out carts and provide Residential Roll-out Collection Service to each newly established Residential Roll-out Service Unit by the next regularly scheduled Collection day after the Successful Proposer receives the notice from the City. The Successful Proposer shall immediately cease providing Residential Roll-out Collection Services to a Residential Roll-out Service Unit upon receipt of written notice from the City to stop such services.

3-14 OWNERSHIP OF MATERIALS

If the City is a partner in a Disposal Agreement which specifies Flow-control, title to all materials collected by the Successful Proposer during the provision of Collection Services shall remain with the City until such waste is properly delivered to the designated facility. If the City is not part of a solid waste disposal and recycling process agreement, the Successful Proposer shall take ownership of materials and deliver materials to a City approved Facility, as agreed to in writing.

3-15 ROLL-OUT CONTAINERS AND BINS

The Successful Proposer shall maintain a sufficient inventory of Containers to ensure that additional, extra or replacement Containers can be provided to customers in accordance with the terms and conditions of the Contract. An inventory of 100 trash and 100 recycle roll-out carts shall be considered sufficient.

3-16 RESIDENTIAL SERVICES

This service will be governed by the following terms and conditions:

a) Conditions of Service.

The Successful Proposer shall provide Residential Service to all Residential Service Units in the Service Area whose Residential Solid Waste, is properly containerized and where it has been placed within three feet (3') of the curb, swale, paved surface of the public roadway, closest placed roadway, or other such location agreed to by the Successful Proposer and customer that will provide safe and efficient accessibility to the Successful Proposer's collection crew and vehicle. In certain instances, properly containerized Residential Solid Waste may be placed in driveway turnout areas to avoid placing it in the traveled roadway. In the event an appropriate location cannot be agreed upon between the customer and the Successful Proposer, the City shall mediate the dispute and designate the location for Collection. The Successful Proposer shall report by end of each workday, and monthly to the City all situations and occurrences that prevent or hinder Collection at any premises.

b) Frequency of Service.

Residential Collection Service shall be provided two times per week with not less than forty-eight (48) hours nor more than ninety-six (96) hours between the first and second regularly scheduled Collection days of any given week, with the exception of a holiday as set forth herein.

c) Distribution.

The City shall provide the Successful Proposer with a listing of those Residential Service Units that currently receive Residential curbside collection services, and the number of the Roll-out Containers at each Residential Service Unit, within one month of award date.

The Successful Proposer shall implement their distribution plan following the award date of the agreement and complete the distribution of new trash and recycling carts within thirty (30) calendar days following the Commencement date. Roll-out Carts and Containers shall meet the specifications provided by the Successful Proposer and approved by the City. The Successful Proposer shall distribute fully assembled and functional Roll-out Carts to all Residential Service Units that are added to Successful Proposer's Service Area during the term of the Contract. The number of the Roll-out Carts to be distributed will be in accordance with the information to be provided by the City to the Successful Proposer and the distribution shall be completed within seventy-two (72) hours of receipt of the notification from the City.

d) Replacement of Roll-out Carts or Containers.

The Successful Proposer's employees shall take care to prevent damage to Roll-out Carts and Containers by unnecessary rough treatment. However, any Roll-out Cart or Container damaged by the Successful Proposer shall be replaced by the Successful Proposer, at the Successful Proposer's expense, within seventy-two (72) hours at no cost or inconvenience to the customer, including removal of damaged cart or container. Upon notification to the Successful Proposer by the City or a customer that the Residential Service Unit's Roll-out Cart has been stolen or that it has been damaged beyond repair through no fault of the Successful Proposer, the Successful Proposer shall coordinate the delivery a replacement Roll-out Cart or Container and removal of damaged cart to such Residential Service Unit within seventy-two (72) hours. The Successful Proposer shall report all Roll-out Cart replacements to City within fifteen (15) calendar days of the end of the previous month. Each Residential Service Units shall be entitled to a one-time replacement of lost, destroyed, or stolen Roll-out Cart within any five (5) year period with the term of the Contract, including any optional periods, at no cost to the Residential Service Unit.

e) Repair.

Successful Proposer shall be responsible for repair of all Roll-out Carts and Containers in the areas to include but not be limited to, hinged lids, wheels and axles, within seventy-two (72) hours of notification by the City or Residential Service Unit of the need for such repairs. The Successful Proposer shall remove the Roll-out Cart or Container for repairs and deliver a replacement Roll-out Garbage Cart or Container to the Residential Service Unit or make the repair at the Residential Service Unit if such repair can be completed with no disruption to the inhabitant of the Residential Service Unit.

f) Roll-out Container Ownership.

Ownership of Roll-out Carts and Containers shall rest with the Successful Proposer, except that ownership of Roll-out Carts in the possession of a Residential Service Unit at the end of the Contract shall rest with the Successful Proposer.

g) Accessibility to Street.

In those instances where a public or private street within the Service Area is temporarily closed to vehicular traffic, but is accessible to pedestrian traffic, Successful Proposer shall utilize pedestrian access

to provide Residential Services with no disruption of service to the Residential Service Unit. Bulk Waste will be scheduled for recovery as appropriate upon street re-opening.

h) Holiday and Other Service Exceptions.

If a customer's normal Residential Service Collection Day falls on Christmas Day, the Collection shall occur on the customer's next regularly scheduled collection day. In the event a Residential Service Unit has Residential Solid Waste in excess of that which will fit into the Roll- out Carts normally utilized by the Residential Service Unit due to the Holiday, such excess Residential Solid Waste shall be collected by the Successful Proposer, if the excess Residential Solid Waste is contained in a plastic Bag of not more than fifty (50) gallons, weighs no more than fifty pounds (50 lbs.), and is set at the curb directly beside the Roll-out Cart.

i) Off-street Collection Service

Notwithstanding any term or definition set forth in the Contract, Off-street Collection of Residential Solid Waste from a Residential Service Unit shall be required if all adult occupants residing therein are handicapped and if a request for off-street collection service has been made to and approved by the City in the manner requiring off-street collection service. No additional monies shall be due to the Successful Proposer for the provision of off-street collection service to handicapped customers. The point of collection for off-street collection service shall be the front or side yard or such other location as is mutually agreeable to the Successful Proposer and the customer. In the event an appropriate location cannot be agreed upon, the City shall mediate the dispute and designate the location for collection. Successful Proposer shall provide off- street collection service on the same Workday that Residential Service would otherwise be provided to the Residential Service Unit.

3-17 BULK WASTE COLLECTION SERVICE

This service will be governed by the following terms and conditions:

a) Conditions and Frequency of Service.

The Successful Proposer shall provide Bulk Waste Collections Service, to those Residential Service Units in the Service Area, at least one time each month on a prescribed scheduled route basis, or more if decided by the City. In those instances where the scheduled Collection Day falls on Christmas Day, the Collection shall occur on an agreed upon collection day, where no other bulk collections are scheduled or a mutually agreeable day by Successful Proposer and City. Bulk Waste shall be limited to ten (10) cubic yards per Residential Service Unit per unit, per month. In the event of non-collection because Bulk Materials do not conform with City's Bulk Collection Rules, Successful Proposer shall affix to the Bulk Trash items a City approved Non-Collection Notice and door hanger explaining why Collection was not made at the Residential Service Unit. Prior to the end of each Workday, Successful Proposer shall notify the City of any non-collection occurrence(s), to include service address, reason for non-collection and picture of bulk pile. Bulk Waste program information including days of Collection and set- out procedures shall be distributed to all customers as part of the annual solid waste notification.

b) Accessibility.

Bulk Waste shall be placed within three feet (3') of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the Successful Proposer and customer,

that will provide safe and efficient accessibility to the Successful Proposer's collection crew and vehicle. In certain instances, Bulk Waste may be placed in driveway turnout areas to avoid placing it in the traveled roadway.

c) Manner of Collection.

If a Customer requires a collection of Special Items or additional Bulk Trash, the customer shall call the Successful Proposer and the Successful Proposer shall arrange for a cost estimate within thirty-six (36) hours, at the prescribed rates, of such special collection. If customer agrees to cost estimate, Special Items shall be collected within seventy-two (72) hours. Within fifteen days (15) of the preceding month, the Successful Proposer shall include any such occurrences in the monthly billing data spreadsheet including any Fees due to the City.

d) Accessibility to Street.

In those instances where a public or private street within the Service Area is temporarily closed to vehicular traffic, the Successful Proposer shall notify the City by end of the workday, and the Successful Proposer shall make the necessary arrangements to pick up bulk waste when roadway becomes available.

e) Off-street Bulk Collection Service

Notwithstanding any term or definition set forth in the Contract, Off-street Bulk Collection of Bulk Waste from a Residential Service Unit shall be required if all adult occupants residing therein are handicapped and if a request for off-street service has been made to and approved by the City in the manner requiring off-street collection service. No additional monies shall be due to the Successful Proposer for the provision of off-street bulk collection service to handicapped customers. The point of Collection for off-street bulk collection service shall be the back or side yard or such other location as is mutually agreeable to the Successful Proposer and the customer. In the event an appropriate location cannot be agreed upon, the City shall mediate the dispute and designate the location for Collection. Successful Proposer shall provide off-street bulk collection service on the same Workday that Bulk Waste would otherwise be provided to the Residential Service Unit.

3-18 RECYCLING SERVICES

The Successful Proposer shall provide Recycling Services to all City Residential Service Units and to commercial sites as requested. These services will be governed by the following terms and conditions:

a) Conditions of Service.

The Successful Proposer shall provide Recycling Collection Service to all Residential Service Units in the Service Area whose Recyclable Materials are properly containerized in Recycling Roll- out Carts, Bins or Containers where the Recycling Roll-out Carts, Bins or Containers have been placed within three feet (3') of the curb, swale, paved surface of the public roadway, enclosure or closest accessible roadway, or other such location agreed to by the Successful Proposer and customer that will provide safe and efficient accessibility to the Successful Proposer's Collection crew and vehicle. In certain instances, properly containerized Recyclable Materials may be placed in driveway turnout areas to avoid placing it in the traveled roadway. In the event an appropriate location cannot be agreed upon between the customer and the Successful Proposer, the City shall mediate the dispute and designate the location for Collection. Prior to the end of the Workday, Successful Proposer shall notify the City of any non-collection occurrences, including the service address and reason for non-collection.

b) Frequency of Service.

Curbside Recycling Collection Service shall be provided one (1) time per week on a regularly scheduled basis except for Christmas Day and/ or suspension of services set forth herein. The Successful Proposer shall be required to provide occasional special recycling programs for the Collection of Christmas trees, and other items as specified by the City. Program information including days of Collection shall be distributed to all customers as part of the annual solid waste notification.

c) Non-Collection.

The Successful Proposer shall not be required to collect any Recyclable Materials that are not placed in a Recycling Roll-out Cart or Bin. In the event of non-collection, Successful Proposer shall affix to the Recycling Roll-out Cart or Bin, a Non-Collection Notice explaining why collection was not made. Prior to the end of each Workday, and included in Monthly Data Report, Successful Proposer shall notify the City of any non-collection occurrences.

d) Contaminated Recyclable Materials.

The Successful Proposer shall not be required to Collect Recyclable Materials if the customer does not segregate the Recyclable Materials from Residential Solid Waste. In the event the Recyclable Materials are commingled with Residential Solid Waste the Successful Proposer will leave the Recycling Cart or Bin un-emptied and issue a written notice to the Customer which contains instructions on the proper procedures for setting out Recyclable Materials. The design of said notification shall be approved by the City, and the cost of design and printing of said notices shall be borne by Successful Proposer. The Successful Proposer shall notify the City by the end of each Workday of the address of any customer whose Recyclable Materials were not Collected and the reason they were not Collected.

e) The Successful Proposer shall be responsible for the purchase, assembly, repair, inventory, stockpile, distribution, and replacement of Recycling Roll-out Carts or Bins in the Service Area.

f) Distribution.

The Successful Proposer shall be required to distribute new Recycling Roll-out Carts or Bins to those Residential Service Units utilizing Recycling Rollout Carts or Bins within one month of the Agreements Commencement date. Successful Proposer shall distribute Recycling Roll- out Carts or Bins to new Residential Service Units that are added to Successful Proposer's Service Area during the term of the Contract. The Recycling Roll-out Carts or Bins to be distributed will be in accordance with the information to be provided by the City to the Successful Proposer and the distribution shall be completed within seventy-two (72) hours of receipt of the information from the City or customer.

The City, at time of this RFP has approximately 31,862 Residential Units that receive curbside recycling collection service, with approximately 31,862 Roll-out Containers or bins. The City's standard Recycling Roll-out Cart is sixty-four (64) gallons. The City shall provide the Successful Proposer with a listing of those Residential Service Units that currently receive Residential Recycling curbside collection services within one month of award.

g) Replacement of Recycling Roll-out Carts.

Successful Proposer's employees shall take care to prevent damage to Recycling Roll-out Carts by unnecessary rough treatment. However, any Recycling Roll-out Cart damaged by the Successful Proposer

shall be replaced by the Successful Proposer, at the Successful Proposer's expense, within seventy-two (72) hours at no cost or inconvenience to the customer. Upon notification to the Successful Proposer by the City or a customer that the Residential Service Unit's Recycling Roll-out Cart has been stolen or that it has been damaged beyond repair through no fault of the Successful Proposer, the Successful Proposer shall deliver a replacement Recycling Roll-out Cart to such Residential Service Unit within seventy-two (72) hours. The Successful Proposer shall report all Recycling Roll-out Cart replacements to City. Each Residential Service Unit shall be entitled to a one (1) time replacement of lost, destroyed, or stolen Recycling Roll-out Cart during every five (5) years of the life of the Contract at no cost.

h) Recycling Roll-out Cart or Bin Ownership.

Ownership of Recycling Roll-out Carts Shall rest with the Successful Proposer, except that ownership of Recycling Roll-out Carts in the possession of a Residential Service Unit at the end of the Contract shall rest with the Successful Proposer.

i) Accessibility to Street

In those instances where a public or private street within the Service Area is temporarily closed to vehicular traffic but is accessible to pedestrian traffic, Successful Proposer shall utilize pedestrian access to provide Recycling Collection Services with no disruption of service to the Residential Service Unit.

j) Holiday Exceptions.

In the event a customer's normal Recycling Collection Service Day falls on Christmas Day, the Collection shall occur on the next regularly scheduled recycling collection day.

k) Off-Street Collection Service.

Notwithstanding any term or definition set forth in the Contract, off-street Collection of Recyclable Materials from a Residential Service Unit shall be required if all adult occupants residing therein are handicapped and if a request for off-street Residential Collection Service has been made to, and approved by, the City, in the manner required by City. The City shall notify the Successful Proposer in writing of any customers requiring off-street collection service. No additional monies shall be due to the Successful Proposer for the provision of off-street service to handicapped customers. The point of Collection for off-street collection service shall be the back or side yard or such other location as is mutually agreeable to the Successful Proposer and the customer. In the event an appropriate location cannot be agreed upon, the City shall mediate the dispute and designate the location for Collection. Successful Proposer shall provide off-street collection service on the same Workday that Recycling Collection Service would otherwise be provided to the Residential Service Unit.

Should unanticipated events, circumstances or changes in law arise that necessitate any additions or deletions to work described herein including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into a contract amendment covering such modifications and any compensation to be paid to either party before undertaking any changes or revisions to such work.

3-19 COMMERCIAL SOLID WASTE COLLECTION SERVICES

The Successful Proposer shall collect and deliver to the designated disposal facility, all Commercial Solid Waste generated by customers subscribing to Commercial Solid Waste Collection Service.

a) Conditions and Frequency of Service.

Commercial Solid Waste Collection Service shall be provided as deemed necessary and as determined between the Successful Proposer and the customer. Monthly Commercial Solid Waste Collection Service shall be received no less than one (1) time per week, with the exception of those Commercial Establishments defined as restaurants by the Miami-Dade County Health Department for which the minimum service level shall be two (2) times per week, except that Collection Service scheduled to fall on a holiday may be rescheduled as long as the minimum weekly frequency requirement is met. The number and size of Container(s) and the frequency (above the minimum) of Collection shall be determined between the customer and the Successful Proposer. However, number, size and frequency shall be sufficient to provide that no Commercial Solid Waste shall not extend more than a few inches above the top portion of the Container, or be placed outside the Container. The Collection for Pulls shall be arranged as required by the customer but be sufficient to prevent materials from being placed outside of the Container, or over the top of the Container by more than a few inches. The Successful Proposer shall provide Containers at the approved rental rates; however, customers may own their Container provided that the customer shall be responsible for its maintenance and safe working condition and be compatible with the Successful Proposer's equipment.

b) Hours.

Commercial Solid Waste Collection Service shall be provided between the hours of 7:00 a.m. and 7:00 p.m. Monday thru Saturday and 8:00 a.m. to 7:00 p.m. on Sunday. The receipt of complaints by the City referencing noise or disturbances that occurred during the operating hours set forth in this Section shall be *prima facie* evidence of "disturbances" and the Successful Proposer may adjust the Commercial Collection Service hours at such identified locations as the City shall direct the Successful Proposer in writing. The adjustment of such hours shall not result in a rate change for the Successful Proposer. The hours or days, or both, of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the Contract Administrator.

c) Service Agreements.

Prior to providing any Commercial Collection Service, for monthly Commercial Collection Service customers, a written service agreement between the Successful Proposer and the customer, in a format acceptable to the City, shall be fully executed by Successful Proposer assignee and Commercial Collection Service customer (or their authorized representative) detailing local name and contact information, service levels and type of service to be provided (number and size of containers, collection frequency per week, and current total monthly cost). The written agreement shall include the service name and address of the Commercial Service Unit as it appears on the City of Opa-locka Business Tax Receipt (BTR), including billing and contact information, if different than the local service address, contact information shall include phone, fax, email address, and web- site address, Proposers shall include a Draft Service Agreement with their submittal for City review and approval.

d) Request for Changes in Service Levels.

Requests from a Commercial Collection Service customer for changes in level of service, either number of containers, size, or frequency of collection, shall be evidenced by a new executed service agreement. Changes in a customer's service level shall be provided to the City within forty-eight (48) hours and information included in a separate tab of the monthly billing data spreadsheet from Successful Proposer to City.

e) Sufficient Collection Containers.

The Successful Proposer shall maintain a sufficient amount of Containers to ensure that extra or replacement Containers can be provided to commercial customers in accordance with the terms and conditions of the Contract.

f) Newly Established or Discontinued Accounts.

The Successful Proposer shall notify the City within twenty-four (24) hours of the establishment or discontinuation of Commercial Solid Waste Collection Service to any Commercial Service Unit covered under the Contract. The Successful Proposer's notice shall provide the name and address of the Commercial Service Unit, City and Proposers Customer number, the frequency of Collection, the number and size of Container (s).

g) Condition, Repair and Replacement of Containers.

The Successful Proposer shall provide each current and future customer with a new Container, which is required to be collected by mechanical means. Containers shall be routinely cleaned and painted to present a pleasing appearance. The Successful Proposer shall submit to the City for the City's approval an Operational Plan and schedule showing how the change- out of the previous hauler to the Successful Proposer containers is to be accomplished without inconvenience to the customer. It is recommended the Successful Proposer cause for the simultaneous removal and delivery of Containers to ensure commercial customers always have a container available for their disposal requirements.

All Containers shall be maintained in safe working condition and shall be painted a uniform color. Successful Proposer shall implement a regular in-field inspection program of Containers which identifies containers in need of repair or replacement which prevent materials or liquid from spilling out of the container. Commercial customers who file the request for a smaller, larger, additional, repair or replacement of their container with the Successful Proposer, Successful Proposer shall deliver, remove, repair, or replace requested container within seventy- two (72) hours.

Any Container(s) or its accessories damaged by the Successful Proposer shall be repaired or replaced by the Successful Proposer, at the Successful Proposer's expense, within three (3) Workdays at no cost or inconvenience to the customer. In the event the source of the damage cannot be agreed upon between the customer and the Successful Proposer, the City shall mediate the dispute.

h) Accessibility.

All Containers shall be readily accessible to the Successful Proposer's crew and vehicles and not blocked.

i) Container Locks.

Successful Proposer shall provide locks and keys to all Commercial Service Units requesting Container lock service. Successful Proposer shall be compensated for the provision of this service at the monthly container rate and as may be adjusted from time to time in accordance with the terms of the Contract.

j) Collection Service

The Successful Proposer shall collect and dispose of all Commercial Solid Waste, Yard Waste, Bulk Waste

or Construction and Demolition Debris generated by customers subscribing to Collection Service at the designated disposal facility(ies).

k) Conditions and Frequency of Service.

Roll-Off or Compactor collection service shall be provided as scheduled or deemed necessary and as determined between the Successful Proposer and the customer within three (3) Workdays of receipt of the request for services from the customer. The number, size and frequency of Collection shall be determined between the customer and the Successful Proposer. However, number, size and collection frequency shall be sufficient to provide that no waste materialsshall be placed outside the Container. The Successful Proposer shall provide Containers at the approved rates; however, customers may own their Container provided that the customers shall be completely responsible for its proper maintenance and safe working condition, and such Container shall be compatible with the Successful Proposer's equipment.

l) Accessibility.

All Roll-Off Containers and Compactors shall be readily accessible to the Successful Proposer's crew and vehicles and not blocked.

m) City Service.

The Successful Proposer shall provide, at no cost to the City, solid waste and recycling Containers, collections, and disposal services to all City locations, including industrial type services. Such locations include office, department facilities, sub-divisions, parks, community centers, and at any City construction site at which City is developing a future building or remodeling.

The following locations set forth below in the size, number and collection frequency as specified by the City, which may change from time to time depending on City requirements:

Municipal Center
780 Fisherman Street
Opa-locka, FL

Sherbondy Village Community Center
215 Perviz Ave
Opa-locka, FL

Public Works
12950 Lejeune Road
Opa-locka, FL

Historic City Hall
777 Sharazad Blvd
Opa-locka, FL

Helen Miller Center
2331 NW 143rd Street
Opa-locka, FL

Ingram Park
2100 Burlington Street
Opa-locka, FL

Opa-locka Cultural Arts Center
2105 Ali Baba Ave
Opa-locka, FL

Successful Proposer understands that the list of City facilities can change and agrees that services are to be provided at all City locations. In addition, the Successful Proposer shall provide sufficient twenty (20) cubic yard or larger open top containers as requested, collected and materials disposed of at no cost to the City when requested and on an as-needed basis.

n) City Recycling Services.

The Successful Proposer shall provide Recycling Collection Services to all City Facilities utilizing Commercial Solid Waste Collection Services, at no cost to the City.

o) At City's request, and at no cost to the City, Contractor shall Annually provide up to twelve (12) Community Service recycling and/or bulk pick-ups events using roll-off containers. The City will make its best effort to notify the Contractor at least seven (7) days prior to the event with details on the location of event and placement instructions of the containers.

p) Contractor shall, at no cost to the City, assist in collection of solid waste and recyclables produced at City Sponsored Events. If necessary, Contractor shall provide containers and event boxes, as needed depending on the requirements of the event. Collection of materials produced shall be completed either following the event or the next day. The City will make its best effort to notify the Contractor at least seven (7) days prior to the event with details on the location of event and placement instructions of the containers.

q) Contractor shall provide collection services resulting from illegal waste dumping at no cost to the City. The City will provide Contractor with a communication of location that requires pick-up and disposal services of illegal waste dumping on an as needed basis. Upon receipt of notification, Contractor shall pick-up and dispose of illegal waste dumping within thirty-six (36) hours of notification. The waste shall be delivered to the City designated disposal facility.

r) Contractor shall, upon notification, attend Civic Association meetings, Commission meetings or presentations as needed.

3-20 VEHICLE AND EQUIPMENT MINIMUM STANDARDS

The Successful Proposer shall provide and always maintain and have available the necessary amount of operational collection vehicles to perform the work as specified herein in a high-quality manner, which shall include spare or stand-by collection vehicles. During severe storms and emergencies, the Successful Proposer shall have available a minimum of four (4) additional collection vehicles and six (6) thirty (30) yard roll-offs for use by the City, to support the collection efforts prior to or following suspension of

collection services due to potential impact of severe storms or designated emergencies.

The Successful Proposer shall use new vehicles at the beginning of the Agreement for each route. At no time shall any vehicle used in the performance of this agreement be more than seven (7) years of age, be freshly painted, with bodies which are watertight to a depth not less than eighteen (18) inches, with solid sides, using pneumatic tires. All vehicles shall be equipped with a Geo-Positioning Tracking System (GPS), Drive-Cam type video-tracking, and operational radio transceiver capable of communicating with the Successful Proposer's dispatch from anywhere within the City.

The Successful Proposer shall provide sufficient equipment, in proper operating condition so collection service schedules and routes are maintained and completed daily. Equipment is always to be maintained in a safe working condition. Collection trucks shall be placarded to identify them as a City of Opa-locka vehicle, painted a uniform color which will be approved by the City, with the name of the Successful Proposer and an identification number of the vehicle printed in letters not less than four inches high, on each side of the vehicle, and vehicles shall be numbered, and a record kept of the vehicle to which each number is assigned. The Successful Proposer is required to keep collection vehicles and containers emptied by mechanical means, cleaned, and painted to present a pleasing appearance.

Each non-packer trash vehicle shall be equipped with a cover, which may be net with mesh not greater than one and one-half inches, or tarpaulin, or fully enclosed metal top. Such cover shall always be kept in good working order and used to cover the load going to and from the designated disposal facility(ies) during loading and hauling operations or when parked, if the contents are likely to be scattered if not covered. Vehicles shall not be overloaded to scatter refuse, however, if refuse is scattered from the Successful Proposer's vehicle for any reasons, it shall be picked up immediately. Each vehicle shall have a shovel and broom for this purpose, as well as liquid spill containing materials. The Successful Proposer's vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made necessary by loading operations and shall move with the traffic flow.

All collection trucks shall meet and comply with all Federal, State, County, and City laws, rules, regulations, and ordinances, for the appropriate class of truck.

3-21 COLLECTIONS OF PAYMENTS FOR SERVICES FROM COMMERCIAL ESTABLISHMENTS

The Successful Proposer shall be responsible to pay City one hundred (100%) percent of the total amount of Fees due City for Commercial Solid Waste Collection Service billed by Successful Proposer. The City shall not be responsible or liable to the Successful Proposer for non-payment of any fees owed to the Successful Proposer by a Commercial Establishment.

3-22 SUCCESSFUL PROPOSER'S RELATION TO THE CITY

It is expressly agreed and understood that the Successful Proposer shall be in all respects an independent contractor as to work, and that the Successful Proposer is in no respect an agent, servant, or employee of the City. This Solicitation specifies the work to be done by the Successful Proposer, but the method to be employed to accomplish this work shall be the responsibility of the Successful Proposer, unless otherwise provided in the Contract result from this Solicitation, subject to approval by the City.

3-23 HANDLING COMPLAINTS Language to be added for Customer Service

The Successful Proposer shall perform a service of the highest quality and keep the number of legitimate complaints to a minimum. The Successful Proposer shall maintain a City of Opa-locka specific email, and a local telephone listing in the name in which it is doing business as the Successful Proposer and provide an attended answering service for those customers needing to contact the company during collection hours, minimum of twelve hours, Monday through Saturday.

Contractor shall use their best efforts to return calls by the end of each working day for complaints received. Contractor shall be able to provide customer service representatives that speak English, Spanish, and Creole, as well as Telecommunications Device for the Deaf Services.

Successful Proposer shall utilize a work order system which tracks, details and documents complaints, from receipt to resolution, received from the City or Customer. System should be capable of detailing: date and time complaint received, complainant name, address, phone, email, and nature of complaint, Successful Proposers representative name who received complaint, Successful Proposers representative summary resolution for the complaint. Contractor shall employ a transparent web-based platform, accessible and approved by the City, for tracking and reporting service inquiries, request, and complaints. Contractor shall also provide the City the ability to "live stream" vehicles progress, and GPS-trackable reports, upon request, that provide the location of vehicles on route by time, for each collection vehicle. Contractor shall also provide, upon request, Drive Cam type video for any collection vehicle.

A monthly summary of all complaints received and resolved shall be provided to the City for the preceding month by the 15th of each month. A demonstration OF THE PROPOSERS WORK ORDER SYSTEM MUST BE ATTACHED TO THEIR SUBMITTAL.

The City reserves the right to correct a complaint if the complaint is not corrected with twenty-four (24) hours of notification to the Successful Proposer. Successful Proposer shall be responsible for any cost incurred by the City to cure said compliant, including Administration Fees. If the Successful Proposer is notified of a collection complaint before 12:00 noon, then the complaint shall be handled by the Successful Proposer before 7:00 PM that same day. If the Successful Proposer is notified of a collection complaint after 12:00 noon, then the complaint shall be handled by the Successful Proposer before 12:00 noon of the following business day. Complaints received after 12:00 noon on Fridays will be resolved no later than 12:00 noon on the following Monday, unless otherwise specified by the Successful Proposer.

3-24 RADIO COMMUNICATIONS

The Successful Proposer shall provide all vehicles used / employed pursuant to this agreement, with two-way radio communications systems. The communication shall be between the Successful Proposer's base station and all service trucks utilized in providing the services. The two-way radios will not be tuned to any City frequencies.

3-25 DISCRIMINATORY PRACTICES

The Successful Proposer shall not deny service, deny access, or deny employment to any person on the basis of race, color, creed, sex, religion, national origin, or affinity orientation. The Successful Proposer will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida and the Federal Government.

3-26 EMPLOYEES AND CONTRACTORS

All employees and contractors of the Successful Proposer shall be considered to be, at all times, the sole employees or contractors of the Successful Proposer under its sole discretion and not an employee, Contractor, or agent of the City. The Successful Proposer shall supply sufficient, competent, properly trained and physically capable employees and contractors. The City may require the Successful Proposer to remove any employee or contractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the City.

The direction and supervision of refuse collection and disposal operations shall be by competent, qualified and sober personnel, and the Successful Proposer shall devote sufficient personnel, time and attention to the direction of the operation to assure performance at a Gold Standard level, and to the satisfaction of the City. All Sub-Contractors, Sub-Consultants, superintendents, foremen and workmen employed by the Successful Proposer shall be careful and competent. Employees and Sub-Contractors of the Successful Proposer shall have and wear proper dress and Personal Protective Equipment (PPE) attire at all times. Proper dress attire shall consist of industrial style work pants, a button front work shirt or T- shirts with the Successful Proposer's company name or logo and the name of the shirt bearer, and steel-toed footwear in compliance with ANSI Z41 PT 91 M I/75 C/75.

All employees used by the Successful Proposer during the term of the contract, shall be of a standing or affiliation that will permit the Successful Proposer's performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstances, will such employees cause any disturbance, interference or delay to any work or service rendered to the City or by the City and in no case or in any circumstances will the employees conduct themselves negligently, disorderly or dishonestly in the due and proper performance of the employee's duties. The Successful Proposer shall see to it that his employees serve the public in a courteous, helpful, respectful, and impartial manner.

The Successful Proposer's employees providing Residential Services shall follow the regular walk for pedestrians while on private property and shall not trespass nor cross property to the adjoining premises unless the occupant or owner of both properties have given permission. No employee shall meddle with property that does not concern them. Care should be taken to prevent damage to property, including flowers, shrubs, and other plantings. After emptying containers, employees shall return them to the same location from which they were taken, and anything spilled shall be picked up immediately by such employee. Any damages incurred shall be paid by the Successful Proposer.

Contractor shall provide at least two full time Supervisors, dedicated exclusively to the City. The City shall be notified in advance of any changes in the Route Supervisors and shall have the right of approval and may request that Contractor change/replace the Route Supervisor(s). The Route Supervisors must be available whenever collection services are being performed and have a laptop computer with wireless Internet access, and cellular phone. Supervisors shall respond to Customer Service issues immediately. Successful Proposer shall provide the City Manager / Contract Administrator with the name, cellular phone number and email addresses so contact can be made directly when required.

Route Supervisors may be required to perform route audits to verify number of carts per unit, for billing purposes.

Route Supervisors are responsible to respond to complaints on the same day received. They should have strong Public Relation communication skills, be able to effectively deal with angry or difficult customers; be able to amicably and successfully solve problems while protecting the City's and Successful Proposers best interests; be highly motivated, dedicated, dependable, and resourceful; and can establish positive relationships with City staff, Customer Service, and the general public.

SECTION 4
SAMPLE AGREEMENT
Solid Waste Management Services Franchise Agreement
Between THE CITY OF OPA-LOCKA AND CONTRACTOR

FRANCHISE AGREEMENT (FA)
FOR
SOLID WASTE MANAGEMENT SERVICES

This Franchise Agreement (hereinafter referred to as "Agreement") made and entered into the _____ day of _____, 2025, by and between CITY OF Opa-locka, a municipal corporation of the State of Florida (hereinafter referred to as "CITY"), acting by and through its duly authorized CITY Commission, and CONTRACTOR.

WITNESSETH:

WHEREAS CONTRACTOR and CITY wish to set forth the terms and conditions of this Agreement for the provision of a Solid Waste Management Services and

NOW THEREFORE, for the mutual benefits and other considerations recited herein, the parties agree as follows:

FA SECTION 1: FRANCHISE

1.1 FRANCHISE

For a period of seven (7) years, CITY hereby grants CONTRACTOR the exclusive franchise and the sole obligation to operate and maintain a comprehensive Solid Waste and other refuse Collection system and service(s), as well as Recycling Collection for Residential Curbside Service Units in and for CITY, except as specifically excluded in this Agreement. This Agreement includes Commercial Recycling of recovered materials. CONTRACTOR is authorized by CITY to enter in and, upon over and across the present and future streets, alleys, bridges, easements and other public places of CITY for the purposes of collecting the Solid Waste, Recyclable Materials and other refuse of the residents, inhabitants, businesses and other entities existing within the municipal corporate limits of CITY, or as directed in conformance with the Charter and Ordinances of CITY and other applicable law.

1.2 TERM OF FRANCHISE

The term of this Agreement for Solid Waste Management Services shall be for a period of seven (7) consecutive years with an option of three additional one-year periods based on performance and subject to the agreement of both parties.

1.3 EXPIRATION OF AGREEMENT PROVISIONS

In order to provide for a smooth transition period at the expiration of this Agreement, CITY agrees to award a new Agreement by six months prior to the end of this Agreement to be effective as of the termination date of this Agreement. In the event a new Agreement has not been awarded in the time frame outlined above, and renewal options are not being exercised, CONTRACTOR agrees to provide service to CITY for an additional one-hundred eighty (180) day period beyond the expiration of the Agreement at the then established rates, provided CITY requests said services, in writing, at such time

1.4 FRANCHISE FEE

CONTRACTOR agrees to pay CITY in return for the use of the streets, alleys, bridges, easements, and other public places of CITY, pursuant to this Agreement, Franchise Fees as determined by the City, for Solid Waste, Recyclable Materials, and other refuse collection(s) and disposal accounts served within CITY's municipal corporate limits. The aforesaid payment shall be made to CITY by:

- 1.4.1. CITY deducting Franchise Fee from the amounts collected by CITY from the accounts served by CONTRACTOR, as provided herein, or
- 1.4.2. Collection and payment of all Franchise Fee's by CONTRACTOR where CONTRACTOR performs billing and collection of payment, as provided under Sections 5.1 and 5.2.2 of this Agreement.

1.5 OPTION TO RENEW

After the initial seven (7) year period, the CITY shall have the option to renew for an additional three (3) year period. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits CITY's right to terminate this Agreement for cause at any time during the initial term or any extension thereof, pursuant to Sections 8.6 and 8.7 of this Agreement.

FA SECTION 2: DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the Code of the CITY shall apply. When not inconsistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

- A. **Administrative Fees** shall mean fees paid by CONTRACTOR to CITY for the purpose of covering CITY's administrative costs associated with CITY performing the monitoring, billing, and collection of payments.
- B. **Agreement** shall mean this Franchise Agreement.
- C. **Bags** shall mean non-dissolvable plastic trash bags,
- D. **Bio-Hazardous or Bio-Medical Waste** shall mean any waste, which may cause disease or reasonably be suspected of harboring pathogenic organisms. Included are waste resulting from the operation of medical clinics, hospitals, and other

facilities processing wastes that may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing and surgical gloves.

- E. **Bulk Trash** shall mean those wastes that may require special handling and management including, but not limited to: White Goods, furniture, concrete, rubble, mixed roofing materials, rock, gravel and other earthen materials, equipment, wire and cable and other similar items including materials resulting from minor home improvements and any and all household goods and furniture, which are customary to ordinary housekeeping operations of a Residential Service Unit. The customer at the Residential Service Unit wherein the Bulk Trash is collected must generate Bulk Trash. Bulk Trash does not include items herein defined as Contractor-Generated Waste or Exempt Waste
- F. **Bulk Waste** shall mean Bulk Trash and Bulk Yard Trash. Bulk Waste must be generated by the customer resulting from normal housekeeping activities, and at the Residential Service Unit wherein the Bulk Waste is collected. Bulk Waste does not include items herein defined as Contractor-Generated Waste or Exempt Waste.
- G. **Bulk Yard Trash** shall mean all types of palm fronds and Yard Trash less than six feet (6') in its longest dimension, not exceeding twelve inches (12") in diameter and weighing less than fifty pounds (50 lbs.). Bulk Yard Trash must be a part of normal yard maintenance and be generated by the customer at the Residential Service Unit wherein the Bulk Yard Trash is collected. Bulk Yard Trash does not include items herein defined as Contractor-Generated Waste or Exempt Waste.
- H. **City Manager** shall mean the City Manager of the CITY, or their designated representative(s).
- I. **Collection** shall mean the process whereby Residential Waste, Commercial Solid Waste, Construction and Demolition Debris, or Recyclable Materials are removed and transported to the Designated Disposal Facility or Designated Recycling Processing Facility as appropriate.
- J. **Collection Service** shall mean Residential Services and Commercial Services.
- K. **Commercial Establishment** shall mean all retail, professional, wholesale, institutional and industrial facilities, and any other commercial enterprises, including Hotels and Motels and licensed recreational vehicle parks, offering goods or services to the public located in the Service Area.
- L. **Commercial Services** shall mean Commercial Solid Waste Collection Service, Roll-Off and Compactor Collection Service performed in the Service Area.
- M. **Commercial Service Unit** shall mean any Commercial Establishment in the Service Area.
- N. **Commercial Solid Waste** shall mean any Garbage or Rubbish that is usual to the normal operations of a Commercial Service Unit. The customer at the Commercial Service Unit wherein the Commercial Solid Waste is collected and does not include

items defined herein as Yard Trash, Bulk Waste, Contractor-Generated Waste or Exempt Waste must generate commercial Solid Waste.

- O. **Commercial Solid Waste Collection Service** shall mean the collection and disposal of Commercial Solid Waste from Commercial Service Units in the Service Area that utilize Containers, Compactors or Roll-out Carts for the set-out and collection of Commercial Solid Waste.
- P. **Compactor** shall mean any Container, regardless of size, which has a compaction mechanism, whether stationary or mobile. All such equipment must be clearly marked to prohibit their use for the disposal of Hazardous Waste, Bio-Hazardous, biological or Bio-Medical Waste or Sludge.
- Q. **Compactor Collection Service** shall mean the Collection and disposal of Compactor Containers containing materials including, but not limited to, Residential, Commercial or Contractor-Generated Waste and Construction and Demolition Debris, which are herein defined as Residential Waste or Commercial Solid Waste and are considered exclusive to the CONTRACTOR under the terms and conditions of the Agreement. All such Compactor(s) must be clearly marked to prohibit their use for the disposal of Hazardous Waste, Bio-Hazardous, biological or Bio-Medical Waste or Sludge.
- R. **Construction and Demolition Debris** as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. State Statute defines Construction and Demolition Debris as Special Waste that is further defined as Solid Waste.
- S. **Container** shall mean any metal or plastic container, with a capacity of 32-gallons, up to and including forty cubic yards designed or intended to be mechanically collected or dumped into a loader-packer type garbage truck, including Roll-offs and Compactors. All such Containers must be clearly marked in a manner so as to prohibit their use for the disposal of Hazardous Waste, Bio-Hazardous, biological, or Bio-Medical Waste or Sludge.
- T. **CONTRACTOR** shall mean the person or entity set out initially above that has entered into this Agreement to provide the services described herein for the Service Area.
- U. **Contractor-Generated Waste** shall mean Bulk Trash or Bulk Yard Trash generated by builders, building contractors, handymen or women, privately employed tree trimmer and tree surgeons, landscape services and lawn or yard maintenance services and nurseries.
- V. **County** shall mean Miami-Dade County, Florida.

W. **Designated Disposal Facility** shall mean the facility designated by and included in the Interlocal Agreement between Miami-Dade County and the CITY, if applicable. CITY reserves the right to designate an alternative Designated Disposal Facility. CONTRACTOR shall be responsible for all Disposal Charges owed to the Designated Disposal Facility resulting from CONTRACTOR Collection Service to CITY.

X. **Designated Recycling Facility** shall mean the Materials Recovery Facility designated by and included in the Interlocal Agreement between Miami-Dade County and the CITY, if applicable. CITY reserves the right to designate an alternative designated Facility. CONTRACTOR shall be responsible for all Recycling Processing Charges, if applicable, owed to the Designated Recycling Facility resulting from CONTRACTOR Collection Service to CITY.

Y. **Disposal Charges** shall mean the prevailing per-ton, or per-yard rate charged at the Designated Disposal Facility for the acceptance and disposal of Residential Waste, Commercial Solid Waste and other waste materials.

Z. **Dwelling Unit** shall mean any individual living unit in a single-family dwelling, multi-family dwelling or mixed-used dwelling within a structure or building intended for, or capable of being utilized for residential living, other than those structures or building units included within the definition of Commercial Service Unit herein.

AA. **Exempt Waste** shall mean Bio-Hazardous or Bio-Medical Waste, Hazardous Waste, Sludge, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil and tires, those wastes under the control of the Nuclear Regulatory Commission and those other materials whose size, weight, or both are in excess of that allowed for Bulk Waste as defined herein.

BB. **Franchise Fee** shall mean the charge to CONTRACTOR for monitoring and administration, of this Agreement, as well as the use of present and future streets, alleys, bridges, easements and other public places of CITY.

CC. **Garbage** shall mean all putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities.

DD. **Garbage Cart** shall mean the City issued, Contractor provided, trash rollout Cart purchased, assembled, and distributed by the CONTRACTOR. A Garbage Cart shall be of a capacity of not less than thirty-two (32) gallons, and not greater than ninety-six (96) gallons, closed at one end and open at the other, and without any jagged or sharp edges, furnished with a closely fitted top or lid and wheels.

EE. **Hazardous Waste** as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean solid waste, or a combination of solid

wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

FF. **Materials Recovery Facility (MRF)** shall mean any facility designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclable Materials for sale, and that meets the requirements of Section 403.7046, Florida Statutes.

GG. **Multi-Family Service Unit** shall mean any combination of five (5) or more Dwelling Units in the Service Area utilizing a common Container or Containers for the accumulation and set out of Residential Solid Waste.

HH. **Neighborhood Recycling Station** shall mean those locations designated by the CITY for the Collection of Recyclable Materials, where the CONTRACTOR shall maintain sufficient Recycling Containers for residents to deposit Recyclable Materials. The CITY shall designate the number and type of containers.

II. **Non-Collection Notice** shall mean a form used by the CONTRACTOR to notify customers of the reason for non-collection of materials set out by the customer for Collection by the CONTRACTOR pursuant to the Agreement, developed and paid for by the CONTRACTOR and approved by the CITY.

JJ. **Ordinance** shall mean those parts of the Code of the CITY governing Solid Waste Collection, Disposal and Recycling activities within the CITY.

KK. **Rate Structure** shall mean the rates approved by the CITY.

LL. **Recyclable Materials** shall mean those materials, which are capable of being recycled, and which would otherwise be processed or disposed of as Residential Solid Waste or Commercial Solid Waste. Recyclable Materials to be collected include: newsprint; old, corrugated cardboard; incidental kraft paper; clear, green, and brown glass containers; steel, bimetal and aluminum containers; #1 PETE, #2 HDPE and #3 PVC plastic containers; plastic coated and aseptic containers. These materials may be re-defined by the CITY from time-to-time, at the sole discretion of the CITY.

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

NN. **Recycling Cart** shall mean the City issued, Contractor provided rollout recycle cart, purchased, assembled and distributed by the CONTRACTOR to all Residential Curbside Service Units, and to Commercial locations as appropriate, designated for Recyclable Materials Collection only, in the Service Area. A Recycle Cart shall be of a capacity of not less than thirty- two (32) gallons, and not greater than ninety-six (96) gallons, closed at one end and open at the other, and without any jagged or sharp edges, furnished with a closely fitted top or lid and wheels.

OO. **Recycling Services** shall mean the Collection of Recyclable Materials, by the CONTRACTOR, from those Residential Curbside Service Units and Commercial locations as appropriate in the Service Area and the delivery of those Recyclable Materials to a Materials Recovery Facility or other City Designated facility.

PP. **Residential Cart Recycling Collection Service** shall mean the Collection of

Recyclable Materials from Residential Containerized Service units, utilizing Recycling Carts.

- QQ. **Residential Containerized Collection Service** shall mean Residential Containerized Solid Waste Collection Service.
- RR. **Residential Containerized Service Unit** shall mean any Residential Service Unit utilizing Container(s) or Compactor(s) for the accumulation and setout of Residential Solid Waste.
- SS. **Residential Containerized Solid Waste Collection Service** shall mean the Collection of Residential Solid Waste from Residential Containerized Service Units located within the Service Area and the delivery of the Residential Solid Waste to the Designated Disposal Facility.
- TT. **Residential Curbside Bulk Waste Collection Service** shall mean Bulk Waste Collection from Residential Curbside Service Units.
- UU. **Residential Curbside Collection Service** shall mean Residential Curbside Solid Waste Collection Service, Residential Curbside Recycling Collection Service, and Residential Curbside Bulk Waste Collection Service.
- VV. **Residential Curbside Recycling Collection Service** shall mean the Collection of Recyclable Materials from Residential Curbside Service Units, utilizing Recycling Carts or Bins.
- WW. **Residential Curbside Service Unit** shall mean any Residential Service Unit utilizing a Garbage Cart, for the accumulation and set out of Residential Solid Waste.
- XX. **Residential Curbside Solid Waste Collection Service** shall mean the Collection of Residential Solid Waste from Residential Curbside Service Units in the Service Area and the delivery of that Residential Solid Waste to the Designated Disposal Facility.
- YY. **Residential Services** shall mean Residential Curbside Collection Service and Residential Containerized Collection Service
- ZZ. **Residential Service Unit** shall mean Residential Curbside Service Units and Residential Containerized Service Units, located in the Service Area.
- AAA. **Residential Solid Waste** shall mean Garbage, Yard Trash, Bulk Trash, Bulk Waste and Rubbish resulting from the normal household activities of a Residential Service Unit. Residential Solid Waste must be generated by the customer residing and at the Residential Service Unit wherein the Residential Solid Waste is collected and does not include items defined herein as Contractor-Generated Waste or Exempt Waste.
- BBB. **Residential Waste** shall mean Residential Solid Waste and Bulk Waste resulting from the normal and ordinary household activities of a Residential Service Unit. Residential Waste must be generated by the customer residing and at the Residential Service Unit wherein the Residential Waste is collected and does not include items defined herein as Contractor-Generated Waste or Exempt Waste.
- CCC. **Roll-Off Collection Service** shall mean the Collection and disposal of Roll-Off Containers containing materials including, but not limited to, Contractor-Generated Waste and Construction and Demolition Debris, which are not herein defined as Residential Waste or Commercial Solid Waste but are considered exclusive to the CONTRACTOR under the terms and conditions of the Agreement. All such Roll-Off Containers must be clearly marked to prohibit their use for the disposal of Hazardous Waste, Bio-Hazardous, biological or Bio-Medical Waste or Sludge.

DDD. **Roll-Off Containers** shall mean any non-Compactor storage and Collection equipment or device with a capacity of more than eight (8) cubic yards, which is normally loaded onto a motor vehicle, covered and transported to a disposal facility for dumping.

EEE. **Rollout Cart** or "Garbage Cart", shall mean any plastic wheeled cart having capacity of 32 to 96 gallons, for the accumulation and set-out of waste or recyclable materials for collection services.

FFF. **Rubbish** shall mean all refuse, accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweep-ups and all other accumulations of a nature other than Garbage and Yard Trash, resulting from the normal activities of a Residential Service Unit or Commercial Service Unit wherein the Rubbish is collected. Rubbish does not include items herein defined as Contractor-Generated Waste or Exempt Waste.

GGG. **Scheduled Collection Day** shall mean any day in which Collection activities take place; residential Collection takes place Monday through Saturday, and commercial Collection takes place Monday through Sunday.

HHH. **Service Area** shall mean the municipal limits of the CITY.

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

JJJ. **Solid Waste** as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean Sludge unregulated under the federal Clean Water Act or Clean Air Act, Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or Garbage, Rubbish, refuse, Special Waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recyclable Materials are not Solid Waste. Solid Waste shall include Residential Solid Waste, Residential Waste, and Commercial Solid Waste as defined in this Section.

KKK. **Special Material Station** shall mean those locations designated by the CITY for the Collection of special household items including but not limited to: paint containers, aerosol cans, pesticides, chemicals, batteries, lead acid batteries (including automotive), fluorescent light bulbs, automotive tires, used oil, etc. The CONTRACTOR shall set up an attended Collection station for this purpose on a schedule as requested by the CITY. These stations shall be set up on a temporary basis, with the hours and duration to be specified by the CITY. The frequency and number thereof shall be designated by the CITY.

LLL. **Special Waste** as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean Solid Wastes that can require special handling and management, including, but not limited to, white goods, waste tires, used oil, lead- acid batteries, Construction and Demolition Debris, ash residue, Yard Trash and biological wastes.

MMM. **Yard Trash** shall mean any vegetative matter resulting from normal yard and landscaping maintenance that is not more than twelve inches (12") in diameter. Yard Trash must be generated by the customer and at the Residential Service Unit wherein the Yard Trash is collected. Yard Trash does not include items herein defined as

Contractor-Generated Waste or Exempt Waste.

- NNN. **White Goods** shall mean discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White Goods must be generated by the customer and at the Residential Service Unit wherein the White Goods are collected.
- 000. **Work Day** shall mean any day, Monday through Sunday, excluding certain national holidays

FA SECTION 3: SERVICES TO BE PROVIDED BY CONTRACTOR

CONTRACTOR shall provide all Residential Services and Commercial Services, as defined in Section 2 herein, within the corporate limits of CITY, except as provided herein. Said service shall include:

3.1 RESIDENTIAL SOLID WASTE

- 3.1.1 Residential Curbside Solid Waste Collection Service (Including Buildings With Up To Four Residential Service Units)**. CONTRACTOR shall pick up, twice per week, disposal of Residential Solid Waste from each Residential Curbside Service Unit or Multi-Family Service Units. Said items shall be placed at the curb, within three (3) feet of the street. Said items may be contained in Roll-out Cart which shall have a capacity of not less than thirty-two (32) gallons, and not greater than ninety-six (96) gallons each and, including waste materials, each Garbage Cart shall not exceed one hundred(100) pounds in weight.
- 3.1.2. Residential Containerized Solid Waste Collection Service**. CONTRACTOR shall provide sizes, number, and types of Containers necessary for efficient and sanitary services based on the reasonable request of an authorized representative of Multi-Family Service Units. Service levels must meet the requirements as contained in CITY's Code of Ordinances. CONTRACTOR shall provide Containers at the approved rental rates; however, customers may own their Container(s) provided that the customer shall be completely responsible for its maintenance, safe operating condition, and said container must be capable of being serviced by the CONTRACTOR's equipment. Containers shall be picked up as frequently as volume demands. The size of Containers and frequency of pick-up shall be mutually agreed upon by the customer and the CONTRACTOR. Containers provided by CONTRACTOR shall meet accepted industry standards and be maintained by CONTRACTOR as necessary to maintain efficient, safe operating and sanitary services. Containers owned by customers shall meet accepted industry standards and be maintained by the customer. CONTRACTOR shall notify customer if it is deemed necessary to increase service and notify CITY of their intention to do so. Rates shall be in accordance with Section 6.
- 3.1.3. Containers and Garbage Cart Replacements**. CONTRACTOR's employees shall take care to prevent damage to Containers and Garbage Carts at Residential or Commercial Service Units by unnecessary rough treatment. However, CONTRACTOR shall replace any Container and Garbage Cart of Residential or Commercial Service Units damaged by CONTRACTOR, beyond normal wear and tear, at CONTRACTOR's expense, within three (3) workdays at no cost or inconvenience to the customer. CONTRACTOR shall report all Container and Garbage Can replacements to CITY.

3.2 RESIDENTIAL BULK WASTE

3.2.1. **Residential Curbside Bulk Waste Collection Service.** CONTRACTOR shall pick up, twelve (12) times per year, but no more than once per month at no extra cost, Bulk Waste, including Bulk Trash and Bulk Yard Trash set out, from Residential Curbside Service Units. Bulk Waste must be generated by the customer residing and at the Residential Curbside Service Unit resulting from normal and ordinary household activities, wherein the Bulk Waste is collected. Bulk Waste will be limited to ten (10) cubic yards per unit, per month, and does not include items herein defined as Contractor Construction-Generated Waste or Exempt Waste. If the customer needs additional Bulk Waste collected it will be provided by CONTRACTOR, as an additional service, at an amount to be negotiated, at the approved rate schedule, between CONTRACTOR and customer on an individual job basis, which fee shall be collected directly by CONTRACTOR without any obligation or responsibility on the part of CITY to bill for same. CONTRACTOR shall include any such occurrences in the monthly billing data, in a separate tab.

3.2.2 **Pre-Collection Route Tour.** On the day of Bulk Waste Collection, the Contractor's Field Supervisor shall tour the collection route to identify compliance of Residential Units. Those units determined to be in non-compliance shall be left a Notice explaining why Collection was not made. Any notice of non-collection occurrence must be provided to the CITY by the end of each workday.

3.3 SPECIAL RESIDENTIAL COLLECTION SERVICES

3.3.1 **Residential Off-Street Collection Service.** CONTRACTOR shall provide off-street Collection of Residential Solid Waste from Residential Curbside Service Units if all adult occupants residing therein are handicapped and if a request for off-street service has been made to, and approved by the CITY, in the manner required by CITY. CITY shall notify CONTRACTOR in writing of any customers requiring off-street service. No additional monies shall be due to the CONTRACTOR for the provisions of off-street service to handicapped customers. The point of Collection for off-street service shall be the back or side yard or such other location as is mutually agreeable to the CONTRACTOR and the customer. In the event the appropriate location cannot be agreed upon, the CITY shall mediate the dispute and designate the location for Collection. CONTRACTOR shall provide off-street service on the same Scheduled Collection Day that Residential Curbside Service would otherwise be provided to the Residential Curbside Service Unit.

3.3.2 **Special Material Station.** CITY may request CONTRACTOR to set up an attended Collection station for the purpose of collecting special household items including but not limited to: paint containers, aerosol cans, pesticides, chemicals, batteries, lead acid batteries (including automotive), fluorescent light bulbs, automotive tires, used oil, etc. These stations shall be set up on a temporary basis, with the hours and duration to be specified by the CITY. The frequency and number thereof shall be upon CITY's request and shall be performed at the rates provided by CONTRACTOR at the approved rate schedule (Section 6). CONTRACTOR shall be responsible for the handling, transporting, and disposal or recycling of said special materials and shall provide a manifest detail amounts and types of materials collected.

3.4 COMMERCIAL SOLID WASTE

3.4.1 **Commercial Solid Waste Collection Service.** CONTRACTOR shall provide Commercial Solid Waste Collection Service as deemed necessary and as determined between CONTRACTOR and the customer. However, frequency shall be no less than one (1) time per week, with the exception of those Commercial Establishments defined as restaurants by the Miami-Dade County Health Department for which the minimum service level shall be two (2) times per week, with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the customer and the CONTRACTOR as long as the minimum frequency requirement is met. The number, size, and the frequency of Collection (meeting minimum requirements) shall be determined between the customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Commercial Solid Waste shall be placed outside the Container. The CONTRACTOR shall provide Containers at the approved rental rates; however, customers may own their Container provided that the customer shall be completely responsible for its maintenance and safe working condition and be compatible with the Contractor's equipment.

3.4.2 **CITY Facilities Containerized Service.** The CONTRACTOR shall provide Solid Waste and Recycling Containers, and Collection and disposal Services to all current and future CITY owned and/or operated facilities without charge to CITY. The pick-up service for said facilities shall be provided at such intervals as described by the CITY and may be adjusted as necessary.

3.4.3 **Roll-Off Collection Service.** CONTRACTOR shall provide Roll-Off Collection Service as deemed necessary and as determined between the CONTRACTOR and the customer within three (3) workdays of receipt of the request for services from the customer. The number, size and frequency of Collection shall be determined between the customer and the CONTRACTOR. However, number, size and frequency of collection shall be sufficient to provide that no waste materials shall be placed outside the Roll-Off Container. The CONTRACTOR shall provide Roll-Off Containers and Roll-Off Collection Service at the approved rates. However, customer may own their own Roll-Off Container provided that the customer shall be completely responsible for its proper maintenance and safe working condition, and such Roll-Off Container shall be compatible with the CONTRACTOR's equipment. All Roll-Off Containers shall be readily accessible to the CONTRACTOR's crew and vehicles.

3.4.4 **Service Levels Not Designated.** For service levels not designated, CONTRACTOR shall provide the level and type of service negotiated and mutually agreed upon between the CONTRACTOR and customer at the established rate structure, when applicable, and mutually agreed upon between CONTRACTOR and customer. All said service levels, types and rates shall be approved by CITY.

3.4.5 **Roll-Off Collection Service for CITY Use.** During the contract term, CONTRACTOR agrees to provide Roll-Off Collection Service, at no charge to City, as necessary to annually collect and dispose of Construction and Demolition Debris and other Solid Waste materials.

3.4.6 **Community Activities.** CONTRACTOR shall provide, at no cost to CITY or event sponsors, Solid Waste and Collection Services to support those community events as requested by the City Manager, or designee.

3.5 DESIGNATED FACILITIES

All Solid Waste and Residential Recyclable Materials collected pursuant to this Agreement shall be delivered to a disposal facility, landfill, contingency landfill or transfer station designated by the CITY. CITY shall retain ownership of all residential and commercial Solid Waste and Recyclable Materials until delivery to the Designated Disposal Facility or Designated Recycling Facility. In the event the Designated Disposal Facility or Designated Materials Recycling Facility are greater than twenty (20) miles from the center of CITY, CITY and CONTRACTOR shall negotiate appropriate changes in the Collection rates to reflect increased or decreased hauling and disposal costs.

3.6 CITY'S RIGHT TO DESIGNATE CONTAINER SIZE AND FREQUENCY OF PICK UP

CITY reserves the right to determine the number, size, and frequency of collection of Containers as needed to protect public Health and Safety at any location. If CITY determines that a change in collection service is necessary, CONTRACTOR shall adjust service as directed accordingly. Customer shall be responsible to pay for the adjusted service levels, whether increased or decreased.

3.7 DATA GATHERING

CONTRACTOR shall provide to CITY a monthly report, no later than the fifteenth (15th) day of each month, outlining the weight of all Residential Waste, Commercial Solid Waste, and Recyclable Materials collected for the preceding month. The monthly report shall include a list of all weight tickets associated with the Residential Services and Commercial Services provided by CONTRACTOR during the preceding month. CONTRACTOR shall maintain the weight tickets from the Designated Disposal Facility for the Residential Waste and Commercial Solid Waste delivered from CITY and the weight tickets from the Designated Recycling Facility for the Recyclable Materials delivered from CITY for review by CITY upon reasonable notice. Said data shall be reviewed at CONTRACTOR's offices for purposes of protecting proprietary information, as discussed in Section 29.4.

3.8 RECYCLING

The CONTRACTOR shall provide Recycling Services to all Residential Curbside Service Units and to Commercial locations as requested in the Service Area. The services to be performed by CONTRACTOR shall consist of Collection of all Recyclable Materials and transportation to the Designated Facility. Should unanticipated events, circumstances or changes in law arise that necessitate any additions or deletions to work described in this Section, including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications and any compensation to be paid before undertaking any changes or revisions to such work.

3.8.1 **Recyclable Materials to be Collected.** CONTRACTOR shall collect the following Recyclable Materials: newsprint; old, corrugated cardboard; incidental craft paper; clear, green, and brown glass containers; steel, bimetal

and aluminum containers; Plastics 1- 7 containers; plastic coated and aseptic containers. At such time as the CITY desires to add additional materials to the Recyclable Materials collected, the CITY shall submit to the CONTRACTOR an expansion proposal, and the CONTRACTOR receiving such proposal shall evaluate and consider the same in good faith. If CONTRACTOR and CITY fail to reach an agreement with respect to the terms and conditions for expansion of the services within sixty (60) days of submission of expansion proposal, the CONTRACTOR shall continue to perform all services as provided by Agreement for the remaining term thereof. CONTRACTOR shall not be required to collect Recyclable Materials from Residential Curbside Service Units if materials are not placed within the container.

3.8.2 **Contaminated Recyclable Materials.** CONTRACTOR shall not be required to collect Recyclable Materials from Residential Curbside Service Units if materials are not placed within the container, or the customer does not segregate the Recyclable Materials from Residential Solid Waste. In the event the Recyclable Materials and Residential Solid Waste are commingled, or the nature of the Residential Solid Waste renders the entire Recycling Cart or Bin contaminated, CONTRACTOR shall leave the Recycling Cart or Bin un-emptied and issue a written notice to the customer containing instructions on the proper procedures for setting out Recyclable Materials. CITY shall approve the design of said notice, and the cost of printing said notice shall be borne by CONTRACTOR. CONTRACTOR shall maintain a record of the address of any Residential Curbside Service Unit where Recyclable Materials were not collected, the date of non-collection, and the reason for the non- collection. Any such occurrence of non-collection must be provided to CITY at the end of each workday.

3.8.3 **Recycling Cart.** The CONTRACTOR shall be responsible for the purchase, assembly, inventory, stock, distribution repair, and replacement of Recycling Carts to all Residential Curbside Service Units and to certain Commercial customers.

A) **Purchase and Distribution.** CONTRACTOR shall be required to purchase, store, assemble and distribute new Recycling Carts to existing Residential Curbside Service Units and certain Commercial customers within one (1) month of Commencement Date. CONTRACTOR shall purchase and distribute Recycling Carts to new Residential Curbside Service Units that are added to the Service Area during the term of the Agreement. The Recycling Carts to be purchased and distributed will be in accordance with the information to be provided to CITY by CONTRACTOR, or as CONTRACTOR determines utilizing actual field information, and the distribution shall be completed within three (3) workdays of receipt of the information from CITY or customer.

B) **Replacement.** CONTRACTOR shall maintain sufficient inventory of Recycling Carts and parts to ensure that extra, repair or replacement Recycling Carts can be provided to customers or properties in accordance with the terms and conditions of the Agreement. CONTRACTOR's employees shall take care to prevent damage to Recycling Carts by unnecessary rough treatment. However, CONTRACTOR shall replace any Recycling Cart damaged by CONTRACTOR at CONTRACTOR's expense, within three (3) workdays at no cost or inconvenience to the customer. Upon notification to CONTRACTOR by CITY or a customer that the Recycling Cart has been stolen or that it has been damaged beyond repair through no fault of CONTRACTOR, CONTRACTOR shall deliver a replacement

Recycling Cart to such Service Unit within seventy-two (72) hours. CONTRACTOR shall report all Recycling Carts replacements to CITY monthly. Each Service Unit shall be entitled to a one (1) time replacement of lost, destroyed, or stolen Recycling Cart every five (5) years of life of the Agreement at no cost. If during the term of the Agreement customer requests additional Recycling Carts (beyond the one (1) time replacement allowed) CONTRACTOR will, upon authorization of the City, deliver said Recycling Cart and notify CITY of actual delivery date.

C) **Ownership.** Ownership of Recycling Carts shall rest with CONTRACTOR, except that ownership of Recycling Carts, in the possession of a Residential Curbside Service Unit, as well as any inventory at the end of the Agreement shall rest with CONTRACTOR.

3.8.4 **Residential Curbside Recycling Collection Service.** CONTRACTOR shall provide Residential Curbside Recycling Collection Service to all Residential Curbside Service Units and to certain Commercial customers in the Service Area whose Recyclable Materials are properly containerized in Recycling Carts where Recycling Carts have been placed at the curb, within three (3) feet of the street, or other location agreed to by CONTRACTOR and customer that will provide safe and efficient accessibility to CONTRACTOR's Collection crew and vehicle. In certain instances, properly containerized Recyclable Materials may be placed in driveway turnout areas to avoid placing it in the traveled roadway. In the event an appropriate location cannot be agreed upon between CONTRACTOR and the customer, CITY shall mediate the dispute and designate the location for Collection. CONTRACTOR shall report at the end of each workday and monthly to CITY situations that prevent or hinder Collection on any premises. Residential Curbside Recycling Collection Service shall be provided one (1) time per week on a regularly scheduled basis with the exception of Christmas Day, as set forth herein. CONTRACTOR shall be required to provide occasional special Recycling programs as specified by CITY. In the event a customer's normal Recycling Collection service day falls on certain national holidays, the Collection shall occur on the next regularly scheduled Recycling Collection day or special pickup as specified by the CITY.

3.8.5 **Residential Off-Street Recycling Collection Service.** CONTRACTOR shall provide off-street Collection of Recyclable Materials from Residential Curbside Service Units if all adult occupants residing therein are handicapped and if a request for off-street service has been made to, and approved by CITY, in the manner required by CITY. CITY shall notify CONTRACTOR in writing of any customers requiring off-street service. No additional monies shall be due to CONTRACTOR for the provisions of off-street service to handicapped customers. The point of Collection for off-street service shall be the back or side yard or such other location as is mutually agreeable to the CONTRACTOR and the customer. In the event the appropriate location cannot be agreed upon, the CITY shall mediate the dispute and designate the location for Collection. CONTRACTOR shall provide off-street service on the same Scheduled Collection Day that Residential Curbside Service would otherwise be provided to the Residential Curbside Service Unit.

3.8.6 **Neighborhood Recycling Station.** CITY may request CONTRACTOR to set up Neighborhood Recycling Stations for the purpose of collecting Recyclable Materials, at the approved rate schedule. The CITY shall designate locations, and number and type of Containers at each location, and CONTRACTOR shall maintain sufficient Recycling Containers for residents to deposit Recyclable Materials. CONTRACTOR shall be responsible for the handling and transporting of Recyclable Materials to the Designated Facility.

3.8.7 **Non-Collection.** CONTRACTOR shall not be required to collect any Recyclable Materials that are not placed in a Recycling Cart. In the event of non- collection, CONTRACTOR shall affix to the Recycling Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a record of the address of any Residential Curbside Service Unit where Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, and is to be provided to CITY at the end of each workday of such an occurrence.

3.8.8 **Mixed Load Prohibition** During the collection process the CONTRACTOR shall always have sufficient collection vehicles to collect each waste material stream by route, and solely designate collection vehicles by route for the collection and daily completion of each individual waste stream route, as specified in this Agreement. CONTRACTOR shall not cause for the collection and therefore combination of mixed waste streams or any other waste materials in the same collection vehicle which has been properly set out for collection by customers. However, CONTRACTOR shall not be obligated to separate various types of materials placed in collection Container by customer.

Notwithstanding the foregoing, the City Manager or their designee may grant relief from the mixed load prohibition set forth and thus allow the CONTRACTOR to combine different waste stream types if the City Manager determines that the practice will be in the public's best interest based on an emergency event, Act of God or significant documented recycling cost increase. If CONTRACTOR seeks relief of the mixed load prohibition the CONTRACTOR shall file a petition with the City Manager describing the emergency, act of God, or significant recycling cost increase justifying the relief and specific procedures that will be established to properly account and pay for the management of the mixed load materials. The City Manager may grant or deny the petition at the City Managers sole discretion.

3.9 **Residential Cart Recycling Collection Service.** If CITY chooses to offer Residential Cart Recycling Collection Service to Multi-Family Dwelling Units utilizing Front-end containers, at any time during the term of this Agreement, CONTRACTOR and CITY agree to enter into good faith negotiations to amend this Agreement to include said services.

3.10 TRANSITION

CONTRACTOR understands and agrees that the time between the formal Award and one-hundred eighty (180) days after is intended to provide the CONTRACTOR with sufficient time to, among other things, order equipment, acquire and train staff. CONTRACTOR shall be responsible for the provision of all COLLECTION Services beginning one hundred eighty (180) days from award of the Agreement. Accordingly, CONTRACTOR shall be fully prepared to provide Collection Services as set forth in this Agreement as of this date. CONTRACTOR shall provide City Manager with a detailed transition schedule within five (5) days after award of the Agreement and be available

to brief CITY staff on the status of transition activities on a weekly basis leading up to commencement of Collection Services.

3.11 ROUTES AND SCHEDULES

No later than 45 days before the commencement of Collection Services and annually thereafter during the term of this Agreement the CONTRACTOR shall annually supply all customers with printed information, in a form determined by CITY, regarding amounts and types of waste to be Collected, collection schedule map, complaint procedures, telephone number, e- mail address, mailing address, office hours and days of Collection. The CITY may, for the first year of the Agreement, extend the initial date for providing Collection Service route information to a date mutually agreed upon by the CITY and the CONTRACTOR. All such notices shall comply with legal advertisement requirements as provided by state law.

- 3.11.1 In the event of a permanent change in residential routes or schedules that will alter the day of Collection, the CONTRACTOR shall have said changes approved by City Manager, and notify the affected residential customer(s), in writing or other manner as approved by the City Manager, not less than on three (3) occasions, two (2) months, one (1) month and two (2) weeks prior to the change. Any temporary alteration of Collection schedules resulting from circumstances beyond the control of the CONTRACTOR, including but not limited to holidays shall be communicated to the affected customers. Such notice shall be provided in a form determined by CITY.

3.12 EDUCATION SERVICES

The CONTRACTOR shall provide the following public education services.

- 3.12.1 **Annual Solid Waste Notice.** Each year during the term of this Agreement, the CONTRACTOR shall publish and distribute a notice to the Residential Service Units regarding the Collection Service programs. The notice shall contain at a minimum, definitions of the materials to be collected, procedures for setting out the materials and maps of the Service Area indicating the days when Collection Services will be provided. The notice shall include a description of Bulk Waste Collection Service, the dates Bulk Waste Collection Service shall occur. Bulk Waste Collection Service areas shall be included on the map provided for above. The notice shall be approved by the CITY prior to publication. The notice shall be distributed by the CONTRACTOR no later than March 21st during the first year of the Agreement or such other extended date as may be mutually agreed upon by the CITY and the CONTRACTOR and no later than February 1st of each Agreement Year thereafter.

- 3.12.2 **Public Awareness Program.** CONTRACTOR agrees to cooperate in complying with requests of up to forty (40) hours per year from the CITY to supply a recycling truck and driver at public outreach events, provided that notice of at least five (5) Workdays is given. It is understood and agreed that there shall be no charge to the CITY by CONTRACTOR for compliance with any requests to provide a demonstration collection truck and driver in response to the CITY'S request. In the event that the CITY'S notice for CONTRACTOR'S cooperation under this Section is less than five (5) Workdays, CONTRACTOR, at its sole discretion, may agree to provide the requested demonstration truck and driver.

FA SECTION 4: HOURS OF COLLECTION

4.1 RESIDENTIAL SERVICES

Residential Services shall be made with a minimum of noise and disturbance commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m., Monday through Saturday with no service on Sunday. The hours, and/or days of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of CITY.

4.2 COMMERCIAL SERVICES

Commercial Services shall be made with a minimum of noise and disturbance and shall be provided between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday and between the hours of 8:00 a.m. and 7:00 p.m. on Sunday. Services shall not be provided prior to 9:00 a.m. on any public or private school unless requested by said school in writing or approved by City Manager. The receipt of a continued complaint pattern by the CITY referencing noise or disturbances that occurred during the operating hours set forth in this Section shall be *prima facie* evidence of "disturbances" and CONTRACTOR may adjust the Commercial Service hours at such identified locations as CITY shall direct CONTRACTOR in writing. The adjustment of such hours shall not result in a rate change for CONTRACTOR. The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of CITY.

FA SECTION 5: CHARGES AND RATES

5.1 RESIDENTIAL COLLECTION SERVICES

The CITY shall be responsible for the billing and collection of payments for all Residential Service Unit accounts except additional services as set forth in Sections 3.2.1 and 3.2.2. The CITY shall initially pay the CONTRACTOR for Residential Collection Services in accordance with the Rate Structure and established weight generation factors and as may subsequently be adjusted pursuant to this Agreement.

5.2 COMMERCIAL SOLID WASTE COLLECTION SERVICE

5.2.1 **Notification.** It shall be the responsibility of the CONTRACTOR to advise the CITY of the amounts charged for all Commercial Service Units. The notification by CONTRACTOR shall be provided monthly, in writing and duly signed by an authorized representative of CONTRACTOR.

5.2.2 **Billing.** The CONTRACTOR shall be responsible for the billing and collection of payments for all Commercial Service Units. The CONTRACTOR shall pay the CITY one hundred (100%) percent of all billed Franchise Fee's due to CITY for Commercial Solid Waste Collection Service Billings in accordance with the Rate Structure and established weight generation factors and as may subsequently be adjusted pursuant to this Agreement.

5.3 COLLECTION AND REINSTATEMENT

5.3.1 **Collection Effort.** CITY agrees to use reasonable efforts to collect accounts on a timely basis including, but not limited to, the discontinuance of service, imposition of liens, and foreclosure of same, subject to the provisions of State and Local Law; however, CITY shall not be held liable for any uncollected or

delinquent accounts.

5.3.2 **Records Inspection.** CITY shall consider, if requested, to permit CONTRACTOR, or its authorized representative, to audit or inspect CITY'S records relative to the amounts billed and collected by CITY on behalf of CONTRACTOR at reasonable times and during reasonable business hours, and to furnish to CONTRACTOR an aged schedule of the garbage accounts receivable.

5.3.3 **Suspension and Reinstatement.** Contractor shall have the right to coordinate with the City to suspend service to any customers, other than Curbside Residential Service Units, who are delinquent in payment. After CONTRACTOR suspends service, a customer shall be permitted to reinstate service once the customer pays any and all delinquent charges. In conjunction with the reinstatement of service, the customer shall be assessed a reinstatement charge of \$25.00 which shall be paid to the CONTRACTOR. New customers are exempt from said reinstatement charge. In addition, CITY may assess a late fee of ten percent (10%) of the outstanding amount to accounts which remain unpaid for a period of more than 30 days from the date on which payment was due and ultimately collected. Said fee to be paid by customer and remitted to City.

5.4 TERMS

For Residential services, CITY will remit payment to CONTRACTOR within 30-45 days of receipt of CONTRACTOR's invoice for monthly Residential services. For Commercial services, CONTRACTOR will remit to CITY franchise, administrative or any other appropriate fee so deemed by CITY within 30-45 days after the end of the month for which Commercial Services were provided.

5.5 CHANGE IN BILLING PRACTICES

If at any time it becomes impractical for the CONTRACTOR to include Commercial Service Units billing in its services, then the CITY and CONTRACTOR will negotiate a different billing procedure. All Franchise Fee(s), in the amount provided by this Agreement shall be due to the CITY for all Solid Waste Collection and disposal services whether scheduled or unscheduled and regardless of whether CONTRACTOR or CITY bills for CONTRACTOR'S services, provided customer payment is collected.

5.6 FRANCHISE FEES

A Franchise Fee, in the amount provided by this Agreement shall be due to the CITY for all Solid Waste and Recycling Collection services and disposal services whether scheduled or unscheduled and regardless of whether CONTRACTOR or CITY bills for CONTRACTOR'S services.

5.7 APPROVED RATE STRUCTURE

The rates shown in Exhibits shall apply to all Residential Service Units and Commercial Service Units within the corporate limits of CITY, as well as any areas annexed into CITY subsequent to the commencement of this Agreement.

5.8 ADMINISTRATIVE FEES

An Administrative Fee, in the amount provided by this Agreement shall be due to the CITY for all Solid Waste and Recycling Collection and disposal services whether scheduled or unscheduled and regardless of whether CONTRACTOR or CITY bills for CONTRACTOR'S services.

5.9 DISPOSAL ELEMENT ADJUSTMENT

5.9.1. **Residential Curbside Collection Service.** The Residential Curbside Collection Service “Monthly Curbside Unit Disposal Rate” is based on the Disposal Charge per ton and the “Monthly Curbside Unit Residential Waste Generation Factor” set forth in Section 6. Any approved change in the per ton Disposal Charges, as set forth in Section 5.9.5 below, will result in a corresponding change in the appropriate “Monthly Curbside Unit Disposal Rate” based on the following formula:

New Disposal Charge x Monthly Curbside Unit Residential
Waste Generation Factor

Less: Old Disposal Charge x Monthly Curbside Unit Residential Waste Generation Factor

Will Equal: Change in the Residential Curbside Collection Service "Monthly Curbside Unit Disposal Rate."

The monthly Residential Curbside Service Unit rates shall be adjusted based on the change in the Residential Curbside Collection Service "Monthly Curbside Unit Disposal Rate" as calculated above, and the resulting change in Franchise Fees.

5.9.2 **Residential Containerized Collection Service.** The Residential Containerized Collection Service “Disposal Rate” is based on the Disposal Charge per ton, the size of the Container, the frequency of Collection, and the “Weight Per Cubic Yard Factor” set forth in Section 6. Any approved change in the per ton Disposal Charges, as set forth in Section 5.9.5 below, will result in a corresponding change in the “Disposal Rate” based on the following formula:

(Weight Per Cubic Yard Factor/2,000 pounds) x New Disposal Charge x Container size x Frequency per week x 4.33.

Less: (Weight Per Cubic Yard Factor/2,000 pounds) x Old Disposal Charge x Container size x Frequency per week x 4.33.

Will Equal: The change in the Residential Containerized Collection Service “Disposal Rate” for that specific Container size and frequency of Collection per month.

The monthly Residential Containerized Service Unit rates shall be adjusted based on the change in the Residential Containerized Collection Service "Disposal Rate" as calculated above, and the resulting change in Franchise Fees.

5.9.3 **Commercial Solid Waste Collection Service.** The Commercial Solid Waste Collection Service “Disposal Rate” is based on the Disposal Charge per ton, the frequency of Collection and the “Weight Per Cubic Yard Factor” set forth in Section 6. Any approved change in the per ton Disposal Charges, as set forth in Section 5.9.5 below, will result in a corresponding change in the “Disposal Rate”, for Commercial Collection Services as set forth in Exhibit based on the following formula:

(Weight Per Cubic Yard Factor/2,000 pounds) x New Disposal Charge x Container size x Frequency per week x 4.33.

Less: (Weight Per Cubic Yard Factor/2,000 pounds) x Old Disposal Charge x Container size x Frequency per week x 4.33.

Will Equal: The change in the appropriate Commercial Solid Waste Collection Service “Disposal Rate” per month.

The monthly Commercial Service Unit rates shall be adjusted based on the change in the Commercial Solid Waste Collection Service “Disposal Rate” as calculated above, and the resulting change in Franchise Fees.

5.9.4 **Commercial and Residential Containerized Solid Waste Compactor Service.** The Commercial and Residential Containerized Compactor Service “Disposal Rate” is based on the Disposal Charge per ton, the frequency of Collection and the “Compacted Weight Per Cubic Yard Factor” set forth in Section 6. Any approved change in the per ton Disposal Charges, as set forth in Section 5.9.5 below, will result in a corresponding change in the “Disposal Rate”, for Commercial and Residential Containerized Compactor Services as set forth in Exhibit based on the following formula:

(“Compacted Weight Per Cubic Yard Factor/2,000 pounds) x the new Disposal Charge x the Container size x Frequency per week x 4.33.

Less: (Compacted Weight Per Cubic Yard Factor/2,000 pounds) x the old Disposal Charge x the Container size x Frequency per week x 4.33.

Will Equal: The change in the appropriate Commercial and Residential Containerized Solid Waste Compactor Service “Disposal Rate” per month.

The monthly Commercial and Residential Containerized Compactor Service Unit rates shall be adjusted based on the change in the Commercial and Residential Containerized Compactor Service “Disposal Rate” as calculated above, and the resulting change in Franchise Fees.

5.9.5 **Documentation and Approval.** In order for the CONTRACTOR to receive a disposal rate adjustment, as set forth above, based on a change in the Disposal Charge per ton, the CONTRACTOR must provide, in a manner that is acceptable

to the CITY, evidence of the change in the Disposal Charge. The CITY may request from the CONTRACTOR such further information as may be reasonably necessary. CITY Commission approval shall be necessary in accordance with the formula's above to be effective on the date of the change in the Disposal Charge at the Designated Disposal Facility.

5.9.6 DISPOSAL FEE REDUCTION

In the event any change is made in the method of funding solid waste disposal or any other governmental entity, or an alternate Disposal Facility is designated, that reduces the Disposal Fee, then the Franchise Fee, as defined in Section 1.4, shall be redefined (the "Redefined Franchise Fee") to be the dollar equivalent of the Franchise Fee charged for each Residential and Nonresidential rate category as of the date immediately prior to the Disposal Fee reduction. The Redefined Franchise Fee shall be adjusted beginning on October 1, of the year following the change, and yearly thereafter, to reflect the cost of doing business, measured by fluctuation in the Consumer Price Index, Series CWUR0000SEHG02, entitled "Garbage and Trash Collection, U. S. City Average - Not Seasonally Adjusted," available from the United States Department of Labor, Bureau of Labor Statistics. The rate schedules as shown in Exhibits will be revised to reflect the Redefined Franchise Fee.

5.10 ADJUSTMENTS TO RESIDENTIAL CURBSIDE GENERATION FACTORS

In the event of a change in law or Solid Waste or Recycling program that has the potential to materially affect the "Monthly Curbside Unit Residential Waste Generation Factor" as set forth, the CITY and the CONTRACTOR agree that a generation study will be performed at the request of the CITY with the cooperation of the CONTRACTOR. The CITY and the CONTRACTOR will fund the study equally. The generation study will be designed to establish an updated "Monthly Curbside Unit Residential Waste Generation Factor". The CONTRACTOR shall cooperate fully with the CITY related to the performance and completion of the generation study.

5.11 ADJUSTMENTS TO OTHER COSTS

5.11.1 CPI Adjustments. There shall be no increase to the Collection portion of rates established in the Rate Structure provided in Exhibits for the initial two (2) years of the first term of this Agreement. Upon completion of the first 2-years, and again on the completion of the 4th year, and again upon the completion of the 1st optional renewal term, the City will consider an adjustment to the prices based on the Consumer Price Index, Series CWUR0000SEHG02, entitled "Garbage and Trash Collection, U. S. City Average - Not Seasonally Adjusted," available from the United States Department of Labor, Bureau of Labor Statistics

5.11.2 Extraordinary and Unusual Changes. In any event that there is an adverse effect on the finances of the CONTRACTOR on the basis of extraordinary and unusual changes in the costs of operation that could not be reasonably foreseen by a prudent operator and which by all reasonable expectations will continue for a period of six (6) months or more, then the CONTRACTOR may request that this Agreement be reopened to renegotiate changes causing the adverse impact to either the CITY and/or CONTRACTOR. Should the parties not reach a mutually agreeable remedy then the CITY Commission may terminate negotiations and return to the terms and conditions of this Agreement. CITY is under no obligation to grant a reopening and negotiation of this Agreement. If such an Extraordinary

and Unusual Change occurs in which Federal or State Emergency are declared, and stay-at-home mandated orders or other similar orders are issued, where commercial establishments may be particularly impacted, said Commercial Establishment shall have the ability to decrease their collection service by fifty (50) percent, providing the commercial establishments make such requests.

5.12 RECYCLING REVENUES

The CITY shall pay to the CONTRACTOR an amount equal to fifty percent (50%) of all sums received by the CITY as a result of the CONTRACTOR's provision of Residential Curbside Recycling Service and the resulting sale of processed Recyclable Materials. The CITY shall make payment to the CONTRACTOR within thirty to forty-five (30-45) days of the CITY's receipt of the monies from the sale of the Recyclable Materials. The CONTRACTOR shall maintain proper and accurate records to reflect the weight of the Recyclable Materials delivered each month, including copies of weight tickets from the Designated Recycling Processing Facility and if applicable, that portion of the CITY's Recyclable Material's sold each month.

FA SECTION 6: SCHEDULES AND ROUTES

6.1 SCHEDULES AND ROUTES TO CITY

One month prior to the commencement of this Agreement and no later than February 1st or other month agreed upon, annually thereafter during the term of the Agreement, CONTRACTOR shall provide CITY the schedules for Residential Services and Commercial Services routes and always keep such information current. CONTRACTOR shall submit a proposed route, collection schedule and daily minimum vehicle requirement for each material type by zone to be approved by CITY prior to providing services under this Agreement. CITY reserves the right to deny CONTRACTOR's vehicles access to certain streets, alleys, bridges and public ways, inside CITY or outside CITY in route to Designated Disposal Facilities where it is in the best interest of the general public to do so due to conditions of streets and bridges. CONTRACTOR shall use best efforts to not interrupt the regular schedule and quality of service because of such street closures.

6.2 SCHEDULES AND ROUTES TO CUSTOMER

One month prior to the commencement of this Agreement and annually thereafter during the term of this Agreement, CONTRACTOR shall annually supply all customers with printed information, in a form approved by CITY, regarding amounts, set-out procedures, types of waste to be collected, complaint procedures, telephone number, mailing address, office hours and days of Collection. All such notices shall comply with legal advertisement requirements as provided by state law. In the event of a permanent change in residential routes or schedules that will alter the day of Collection, CONTRACTOR shall have said changes approved by City Manager and notify the affected residential curbside customers in writing or other manner as approved by City Manager at least on three (3) occasions, two (2) months, one (1) month and one (1) week prior to change in collection service schedule. Any temporary alteration of Collection schedules resulting from circumstances beyond the control of CONTRACTOR, including but not limited to holidays, shall be communicated to the affected customers. Such notice shall be provided in a form approved by CITY. CONTRACTOR and CITY shall use their best effort to notify Customers under the Agreement. Individual residential curbside route starting times and succession of pick up shall remain constant to promote

and achieve regularity of service. Changes in Collection days for commercial customers may be requested by customers or provided with prior notification by CONTRACTOR. During various times during the year, the quantity of refuse to be disposed of is materially increased by fluctuations in the amount of Curbside Trash. This additional workload will not be considered as adequate justification for failure of CONTRACTOR to maintain the required Collection schedules and routes.

6.3 HOLIDAY PICK-UP SCHEDULE

No Residential Collection services will be made on some national holidays. Collections that would normally occur on these holidays shall be rescheduled on the next regularly scheduled Collection Day or special pick-up as specified by the City. Residential Bulk Waste collection shall be rescheduled to a scheduled collection day as agreed to by CONTRACTOR and CITY so long as such collection day is within seven (7) days following the national holiday.

FA SECTION 7: EMERGENCY SERVICE PROVISIONS

- 7.1** In the event of a hurricane, tornado, major storm, natural disaster, or other such event, the City Manager may grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the City Manager when it is anticipated that normal routes and schedules can be resumed within forty-eight hours (48) after the end of the event. The City Manager shall make an effort through the local news media to inform the public when regular services may be resumed. The clean-up from some events may require that the CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event all in accordance with the "Emergency Preparedness Plan" submitted by the CONTRACTOR and approved by the CITY. The CONTRACTOR shall not be considered the Exclusive Disaster Debris Collection Agency, but may receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours and other documented expenses based on the rates set forth in the Emergency Preparedness Plan, attached hereto and included herein provided the CONTRACTOR has first secured written authorization and approval from the CITY through the City Manager. The CONTRACTOR shall be responsible for the preparation of all documents and forms and support information required by FEMA. The CONTRACTOR within the time limits established by FEMA for such filings shall submit such documents, forms, and information to the CITY Finance Department.
- 7.2** The CONTRACTOR shall, upon request by the CITY, provide an "Emergency Preparedness Plan." If such an updated plan is requested, the CITY shall provide the CONTRACTOR with a site, or an amended site location map on which the CITY shall locate the temporary debris management storage sites, site size and preferred site access to work in collaboration with Emergency Debris Monitor and Management Contractors when feasible.

FA SECTION 8: CONTRACTOR'S RELATION TO CITY

8.1 INDEPENDENT CONTRACTOR

It is expressly agreed and understood that CONTRACTOR is in all respects an independent CONTRACTOR as to the work. Even though in certain respects,

CONTRACTOR may be required to follow the direction of City Manager, or CITY's designated representative, CONTRACTOR is in no respect an agent, servant or employee of CITY.

8.2 SUPERVISION OF AGREEMENT PERFORMANCE

City Manager, or CITY's designated representative, is hereby designated as the public official responsible for the administration of this Agreement by CITY, and, in such capacity, they are charged with the overall, general supervision of CONTRACTOR's performance hereunder. CONTRACTOR shall diligently work with City Manager or CITY's designated representative to formulate and to adopt guidelines and procedures to facilitate the supervision and review of its performance by City Manager and their staff. CONTRACTOR shall not be required to comply with instructions or directions from any CITY official except City Manager or CITY's designated representative, unless such other official has been delegated in writing by City Manager to perform specified administrative functions under this Agreement.

8.3 AUDIT AND INSPECTION OF WORK RIGHTS

CITY may, at reasonable times, and for a period of up to three (3) years following the date of final performance of services by CONTRACTOR under this Agreement, audit, or cause to be audited, those books and records of CONTRACTOR which related to CONTRACTOR's performance under this Agreement. Contractor agrees to maintain all such books and records for a period of three (3) years after final payment is made under this Agreement. CITY agrees to conduct such audits at CONTRACTOR's principal place of business.

8.4 FACILITY INSPECTION RIGHTS

CITY may, at reasonable times during the term hereof, inspect CONTRACTOR's facilities and perform such inspections, as CITY deems reasonably necessary, to determine whether the services required to be provided by CONTRACTOR under this Agreement conform to the terms hereof and/or the terms of the solicitation documents, if applicable. CONTRACTOR shall make available to CITY all reasonable facilities and assistance to facilitate the performance of inspections by the CITY's representatives.

8.5 LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO UNUSUAL CIRCUMSTANCES

It is expressly agreed that in no event shall CITY be liable or responsible to CONTRACTOR, or to any other person, on account of any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against CITY or CONTRACTOR, or on account of any delay from any cause over which CITY has no control. CONTRACTOR shall not be responsible for delays or non-performance of the terms and provisions of this Agreement where such delays or non-performance are caused by events or circumstances beyond the control of CONTRACTOR. CONTRACTOR shall not be entitled to compensation for such period as the delay or non-performance shall continue but will be entitled to pro-rata compensation once said work has been completed. In the event of a strike of the employees of CONTRACTOR, or any other similar labor dispute which makes performance of this Agreement by CONTRACTOR substantially impossible, CONTRACTOR agrees that CITY shall have the right to call the bond hereinafter

described within one (1) week of such action and engage another person, firm or corporation to provide necessary services with the bond proceeds applied to pay any difference between the Agreement price in effect and the costs charged by the successor company. In the event the bond is called CITY will first call and use the cash/surety bond posted by CONTRACTOR.

8.6 BREACH OF AGREEMENT

If, in the opinion of the City Manager, or the authorized CITY representative, there has been a material breach of Agreement, City Manager, or designated CITY representative, shall notify CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Agreement. If, within a period of ten (10) days from the date of the notice, CONTRACTOR has not eliminated or otherwise cured the conditions considered to be a breach of Agreement, City Manager shall so notify CITY Commission in writing, and a public hearing shall be set for a date within fifteen (15) days of such notice to CITY Commission. On the date of the hearing, CITY Commission shall hear from CONTRACTOR and CITY's representatives, shall make a final determination as to whether there has been a breach of Agreement, and direct what further action shall be taken by CITY, as hereinafter provided. Pending resolution of the alleged breach, the provisions of Section 17 shall govern CONTRACTOR.

Furthermore, if, in the opinion of the City Manager or their designee, there has been a material breach related to the daily performance of the CONTRACTORS as specified in this Agreement, City Manager or designee shall notify CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Agreement, by CONTRACTORS performance. In the event of breach by CONTRACTOR, CONTRACTOR shall be liable for liquidated damages as provided for in this section. Unless otherwise provided in this Section 8.6, there shall be no cure period to avoid the consequences of a breach.

8.6.1

- (A) **Operational provisions** – Failure to comply with the operational provisions of this Agreement upon notice shall result in liquidated damages due to the CITY as follows:
- (B) **Spillage and Litter** – Failure to clean up spilled material from loading and/or transporting in compliance with the “Florida Litter Law” or as described in this Agreement. Each failure shall result in liquidated damages due to the CITY in the amount of Two Hundred Fifty Dollars (\$250.00). Additionally, if CONTRACTOR fails to respond to the initial violation within twenty-four hours (24), an additional assessment shall be imposed in the amount of One Thousand Dollars (1,000) per day until the violation is properly remedy.
- (C) **Customer Complaints other than Collection Misses** – Failure to resolve complaints other than Collection misses within three (3) calendar days from the day of notification shall result in liquidated damages due to the CITY in the amount of Two Hundred Fifty Dollars (\$250.00) for each occurrence.
- (D) **Chronic Complaint Problems** – Failure or neglect to correct chronic problems (chronic shall mean five (5) or more similar complaints at the same premises within a twelve (12) month period) in any category of service shall result in liquidated damages due to the CITY in the amount of One Thousand

Dollars (\$1,000.00) for each occurrence after the second. If CONTRACTOR receives more than three (3) chronic complaint problems within a month, shall result in liquidated damages in the amount of Two Thousand Dollars (\$2,000.00) per occurrence thereafter.

- (E) **Chronic Equipment Problems** – Failure or neglect to correct chronic equipment problems (chronic shall mean three instances of the same or similar problem within a six-month period) shall result in liquidated damages due to the CITY in the amount of One Thousand Dollars (\$1000.00) for each occurrence after the second.
- (F) **CONTRACTOR Reports** – Failure to timely provide the reports required by this Agreement. For each day of delay liquidated damages shall result in the amount of Two Hundred Fifty Dollars (\$250.00) per day, which shall be assessed for each report. In addition, the CITY may withhold payment for services until receipt of the required reports.
- (G) **Mixing Loads** - If CONTRACTOR fails to adhere to the mixed load prohibition provisions set forth in Section 3.8.8 of this Agreement, CONTRACTOR shall be responsible for liquidated damages in the amount of one-thousand Dollars (\$1000.00) per occurrence.
- (H) **Container or Cart Delivery, Repair or Replacement** – Failure of CONTRACTOR to deliver, repair, maintain or replace a Cart or Container within the time periods required by this Agreement shall result in liquidated damages due to the CITY in the amount of one-hundred Dollars (\$100) per day until the proper corrective action is taken. Additionally, if CONTRACTOR fails to remedy the initial violation within five (5) calendar days, an additional assessment shall be imposed in the amount of Two-hundred Fifty Dollars (\$250.00) per day until the proper corrective action is taken.
- (I) **Disposing at Non-Designated Facility** – If CONTRACTOR fails to dispose of Solid Waste, Bulk Waste or Recyclable Materials at the City designated locations as required by this Agreement shall result liquidated damages in the amount of Two Thousand Dollars (\$2000.00) for each occurrence.
- (J) **Performance Measure** – Any month in which there are a combined fifty-five (55) or more reported missed collection reports shall result in liquidated damages in the amount of Twenty-five Hundred Dollars (\$2,500.00) .

8.6.2 **Non-collection** – If CONTRACTOR fails to complete any Solid Waste, Bulk or Recycling collection route, which results in twenty-five (25) or more units not receiving collection services on their scheduled collection day, this shall result in the imposition of liquidated damages in the amount of Five Hundred Dollars (\$500.00) and such damages shall accrue daily until collections have been completed.

8.6.3 **Breach of other Provisions in Agreement** – Failure of CONTRACTOR to comply with any other provision of this Agreement that is not described in this Section 8.6 shall result in liquidated damages due to the CITY in the amount of \$500 per day for each occurrence that is not corrected within 5 calendar days of written notice of the breach.

8.6.4 Liquidated damages not a penalty – CONTRACTOR agrees that the amount of liquidated damages assessed pursuant to this Section 8.6 is reasonable and does not constitute a penalty. The parties recognize the difficulty of proving the loss or damage suffered by the CITY due to CONTRACTOR's breach. CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

8.6.5 Protest Procedure

(A) CONTRACTOR shall have five (5) Workdays from the date of the written notice to file a written letter of protest with the City Manager. If the protest is filed within five (5) Workdays, the City Manager or individuals designated by the City Manager shall conduct a formal review of each properly filed protest. The determination of the City Manager or designee shall be final. If the protest is not timely filed, the City Manager shall deduct the amount of the liquidated damages due to the CITY from payment due or to become due to the CONTRACTOR.

(B) Pending resolution of the alleged breach, CONTRACTOR shall be governed by the provisions of Section 17.

(C) Completion of the protest procedure set forth in this section shall be required prior to CONTRACTOR filing a lawsuit based upon the Breach of Agreement provisions in this Section 8.6 of the Agreement.

8.7 REMEDIES UPON BREACH

If CONTRACTOR fails to begin work at the time specified, or discontinues the prosecution of the work, or any portion thereof, or in any other way materially breaches the Agreement for any cause not excused as provided herein, and the CITY Commission makes a final determination that a breach has occurred under Section 8.6, and if CONTRACTOR or his surety bond fails to cure such default within five (5) business days after the receipt of such notice from CITY, CITY may thereupon, by action of CITY Commission, declare the Agreement terminated and in default. Upon such declaration of cancellation or breach, CITY may, in addition to other available remedies, take over the work or any portion thereof or engage another firm to take over the work or any portion thereof. CITY shall pay CONTRACTOR for any payments due for services rendered by CONTRACTOR prior to termination of the Agreement. Such cancellation of the Agreement shall not relieve CONTRACTOR or the surety bond of liability for failure to faithfully perform this Agreement, and, in case the expense incurred by CITY in performing or causing to be performed the work and services provided for in said Agreement shall exceed the sum which would have been payable under this Agreement, then CONTRACTOR, and the surety bond, to the extent of its obligation, shall be liable to CITY in the amount of any such expenses in excess of the Agreement price. CITY may apply the cash bond in its possession toward its damages and it may look to the surety bond, CONTRACTOR and any guarantor for additional damages. CONTRACTOR's surety bond or security will not be released until such time as the term of this Agreement otherwise expires.

8.8 SURETY BOND

CITY may apply the cash/surety bond in its possession for any and all damages incurred as a direct or indirect result or failure by CONTRACTOR to properly perform its obligations under this Agreement.

FA SECTION 9: CUSTOMER RELATIONS

CONTRACTOR shall cooperate with CITY's authorized representatives in every reasonable way to facilitate the progress of the work contemplated under this Agreement. CONTRACTOR shall have at all times, a competent and reliable representative on duty authorized to receive orders and to act on its behalf.

9.1 OFFICE HOURS

CONTRACTOR shall take all reasonable steps and do all things necessary to insure good and harmonious customer relations in the franchise area. CONTRACTOR agrees that it shall have twenty-four (24) hour telephone service via a non-toll call from CITY. CONTRACTOR's employee(s) shall staff the telephone service. Staffing of the telephone service is exempt for certain national holidays. CONTRACTOR shall maintain, in Miami-Dade County, office hours between 8:30 a.m. and 5:00 p.m. on Workdays.

9.2 MISSED COLLECTIONS

If the collection of any unit is missed during the regular route collection, CONTRACTOR shall insure that the missed collection shall be picked up on the same day if notification was received by CONTRACTOR from the CITY or customer before 12 PM, otherwise the missed collection shall be picked up before 12 PM on the next scheduled collection day after such notification from CITY or customer. Any deviation from the requirements of this provision must be approved by City Manager, or CITY's designated representative. If CONTRACTOR fails to comply with this provision, or any of the terms and conditions of the Agreement, CITY reserves the right to ensure that the collection is made, either with its own force or an outside source, and to charge all costs, plus reasonable overhead, to CONTRACTOR. CONTRACTOR shall not be required to collect material from curbside customers that is non-conforming; however, in each such case, CONTRACTOR shall notify each resident by door hanger or other means, in a form approved by CITY, notifying the resident of the problem and how the customer needs to correct the problem. CONTRACTOR shall then notify CITY of the location of each occurrence a non-conforming location is noticed.

9.3 COMPLAINTS AND REPORTS OF OPERATIONS

CONTRACTOR shall perform a service of high quality and keep the number of legitimate complaints to a minimum. CONTRACTOR shall maintain an e-mail, web- site, and telephone listing in the name in which the company is doing business as CONTRACTOR and provide answering service for those customers needing to contact CONTRACTOR during the hours defined in Section 9.1. The CITY shall receive monthly report which includes all complaints regarding the non- performance of the CONTRACTOR during all other hours not defined in Section 9.1. Complaints received by the CITY shall be documented in CONTRACTOR's workorder format by electronic transmission, or by phone, and such complaint shall be resolved before 12 PM on the next Scheduled Collection Day. CONTRACTOR will maintain an accurate and up-to-date log of all complaints received and the disposition thereof. CONTRACTOR shall provide the

complaint log to the CITY on a monthly basis, or upon request by CITY. CITY reserves the right to correct a complaint if the complaint is not corrected within twenty-four (24) hours of notification to CONTRACTOR, at CONTRACTOR's expense.

9.4 SPILLAGE, LEAKAGE AND LITTER

CONTRACTOR shall not be responsible for cleaning up sanitary conditions around Garbage Carts or Recycling Carts/Bins caused by the carelessness of the customer; however, CONTRACTOR shall clean up materials, spilled from a Container or collection vehicle caused by CONTRACTOR or its employees. During transport, all materials and fluids shall be contained, covered or enclosed so that leaking, spilling and blowing of the materials or fluids is prevented. CONTRACTOR shall be responsible for the immediate cleanup, treatment and cost for any spillage, leakage or litter caused by CONTRACTOR, CONTRACTOR vehicle or its employees, including any Sub-contractor.

9.5 COST RECOVERY FEE

For valid complaints not corrected within twenty-four (24) hours after notification to CONTRACTOR by CITY, CITY may assess a fee equal to the cost incurred by CITY to correct said complaint, plus any associated administrative fees, as shown in the damage form provided in Exhibit, per complaint until said complaint is corrected to the reasonable satisfaction of CITY. Prior to imposing any fee, CONTRACTOR shall have five (5) business days from the date of receipt of notice of the imposition of the fee to request that the City Manager's Office review the complaint and CONTRACTOR's actions in response to the complaint. Following a review of the CONTRACTOR's position, the City Manager's Office shall advise CONTRACTOR, in writing, as to the justification for and the amount of the fee. The City Manager's Office's decision shall be final.

FA SECTION 10: PAYMENT WITHHELD

In addition to express provisions elsewhere contained in this Agreement, the CITY may, after providing ten (10) days advance notice to CONTRACTOR, withhold from any payment otherwise due CONTRACTOR such amount as determined necessary to protect the CITY'S interest, or, if it so elects, may withhold all or a portion of any monthly payment or refund payment on account of:

- Unsatisfactory progress of the work not caused by condition beyond the CONTRACTOR'S control.
- Defective work not corrected.
- CONTRACTOR'S failure to carry out instructions or orders of the CITY or its representative in accordance with the terms and conditions of this Agreement.
- Execution of work not in accordance with the Agreement.
- Unsafe working conditions allowed to persist by the CONTRACTOR, noticed by the City and Reviewed by the Contractor.
- Failure of the CONTRACTOR to provide route schedules and other reports as required by the CITY.
- Use of any subcontractors without the CITY'S prior written approval.

When the above grounds are removed, payment shall be made, within ten (10) days of proof of satisfaction, for amounts withheld because of them and CITY shall never be

liable for interest on any delayed or late payment. The CITY's right to withhold payments under this Section will be reasonable considering the nature of the claim, amount of available insurance and performance bond pursuant to this Agreement.

FA SECTION 11: PERFORMANCE BOND

11.1 ACCOUNT

CONTRACTOR shall furnish at its own cost, to CITY, an irrevocable Performance Bond, in form and content approved by CITY Attorney, for the faithful performance of this Agreement and all of its obligations arising hereunder in the amount of one million (\$1,000,000) dollars. Said bond shall be executed by a surety company approved by CITY and licensed to do business in the State of Florida, with a A- qualification as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company. CONTRACTOR shall furnish to CITY proof of such bond within ten (10) days after the execution of this Agreement, such proof shall include a statement that the policy or bond may not be canceled or altered without at least thirty (30) days prior notice to CITY.

11.2 NO RELIEF OF LIABILITY

Maintenance of said bond and the performance by CONTRACTOR of all the obligations under this paragraph shall not relieve CONTRACTOR of liability under the default provisions set forth in this Agreement or from any other liability as a result of any material breach hereunder. The performance Bond may be "called" in the event of any default hereunder by CONTRACTOR. The calling of the Bond shall in no manner restrict or preclude any additional or further remedies available to CITY against CONTRACTOR for breach, default or damages hereunder.

11.3 GUARANTY

CONTRACTOR shall cause to be obtained a corporate guaranty of Republic Services of Florida GP, Inc. ("Guarantor"), whereby the Guarantor shall guaranty all the obligations of CONTRACTOR under this Agreement. The form of the guaranty is attached hereto as Exhibit.

FA SECTION 12: EQUIPMENT

12.1 VEHICLES AND COLLECTION EQUIPMENT

CONTRACTOR shall provide and always maintain and have available the necessary amount of Collection trucks and spares to perform the work as specified herein. Failure to maintain sufficient operating vehicles to complete routes on a daily basis may result in Liquidate Damages in the amount of One thousand (\$1000.00) dollars per day. During severe storms and emergencies, CONTRACTOR shall have available six (6) additional Collection vehicles and six (6) thirty-yard Roll-Off Containers for use by CITY.

12.2 EQUIPMENT IN GOOD REPAIR

CONTRACTOR shall use vehicles, one (1) per route, with several routes that will be necessary to complete collection and disposal requirements of the pre-described collection zones, that are freshly painted, with bodies that are watertight to a depth of not less than eighteen inches (18"), with solid sides, using pneumatic tires. All vehicles shall be equipped with GPS, Drive CAM type video capability and operational radio transceiver capable of communicating with CONTRACTOR's dispatch from anywhere in

CITY. CONTRACTOR shall provide sufficient equipment in proper operating condition so regular schedules and routes of Collection can be maintained and completed. Equipment is to be maintained in safe working condition at all times. All collection vehicles shall be painted uniformly in color, with the name of CONTRACTOR and the number of the vehicle printed in letters not less than four inches (4") high, on each side of the vehicle, and vehicles shall be numbered, and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles servicing CITY, unless approved by CITY. CONTRACTOR is required to keep Collection vehicles and Containers emptied by mechanical means cleaned and painted to present a pleasing appearance. CONTRACTOR shall submit for approval by CITY a schedule showing the regular frequency of the inspection, maintenance and cleaning and painting of the vehicles, the age, and miles of the vehicle.

Each non-packer trash vehicle shall be equipped with a cover, which may be net with mesh not greater than one and one-half inches (1.5"), or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Facility, or when parked, if the contents are likely to be scattered if not covered. Vehicles shall not be overloaded to scatter refuse, however, if refuse is scattered from CONTRACTOR's vehicle for any reason, it shall be picked up immediately. Each vehicle shall have a fork and broom for this purpose. CONTRACTOR's vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made necessary by loading operations and shall move with the traffic flow.

FA SECTION 13: WORKING CONDITIONS

13.1 COMPLIANCE WITH STATE, FEDERAL AND LOCAL LAWS

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

13.2 FAIR LABOR STANDARDS ACT

CONTRACTOR is required and hereby agrees by execution of this Agreement to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended and changed from time to time.

FA SECTION 14: INSURANCE

CONTRACTOR shall furnish to CITY certificates of insurance which indicate that insurance coverage has been obtained that meets the requirements in Exhibit attached hereto.

FA SECTION 15: INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless CITY and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this

Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of CONTRACTOR or its employees, agents or subcontractors (collectively referred to as "CONTRACTOR"), regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of CONTRACTOR to comply with any of the paragraphs herein or the failure of CONTRACTOR to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state,, in connection with the performance of this Agreement. CONTRACTOR expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of CONTRACTOR, or any of its subcontractors, as provided above, for which CONTRACTOR's liability to such employee would otherwise be limited to payments under state Worker's Compensation or similar laws.

FA SECTION 16: ASSIGNMENT OF AGREEMENT

This Agreement or any portion thereof, shall not, under any circumstances, be sublet or assigned without the expressed written consent of the City Commission. CONTRACTOR shall not sell or otherwise dispose of any assets during the term of this Agreement which sale or disposition will in any way affect the ability of CONTRACTOR to perform its obligations under this Agreement, without the express consent of CITY Commission by action taken in a formal meeting of said body. For the purposes of this Agreement, a stock sale of CONTRACTOR's stock in excess of fifty-one percent (51%) shall constitute a non-permitted assignment and subject CONTRACTOR to the default provisions of this Agreement.

FA SECTION 17: OPERATIONS DURING DISPUTE

- 17.1** In event that any dispute, arises between CITY and CONTRACTOR relating to this Agreement performance or compensation hereunder, CONTRACTOR shall continue to render service and receive justifiable compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by CITY, regardless of such dispute.
- 17.2** CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate waste Collection and disposal services to its residents and further agrees, in consideration of the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with CITY in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute may present the matter to a court of competent jurisdiction in Miami-Dade County, Florida in an appropriate suit therefore instituted by it or by CITY.
- 17.3** Notwithstanding the other provisions in this Section, CITY reserves the right to terminate this Agreement at any time whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade, after CITY provides written notice to CONTRACTOR pursuant to Sections 8.6 and 8.7 of this Agreement. Upon termination, CITY may call the bond and apply the cash and surety bond for the cost of service in excess of that charged to CITY by the firm engaged for the balance of the Agreement period.

FA SECTION 18: ORDINANCE

Nothing contained in any CITY ordinance hereafter adopted, pertaining to the Collection of Solid Waste, shall in anyway be construed to affect, change, modify or otherwise alter the

duties, responsibilities, and operations of CONTRACTOR in the performance of the terms of this Agreement, unless it is agreed to in writing by both CONTRACTOR and CITY, and this Agreement is amended accordingly.

FA SECTION 19: AMENDMENTS

Amendments in writing that are consistent with the purposes of this Agreement may be made with the mutual consent of CITY and CONTRACTOR.

FA SECTION 20: MODIFICATIONS TO THE CONTRACT

CITY shall have the power to make changes in this Agreement as the result of changes in law, CITY Code or both to impose new rules and regulations on CONTRACTOR under this Agreement relative to the scope and methods of providing Collection Services as shall from time-to-time be necessary and desirable for the public welfare. CITY shall give the CONTRACTOR notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Collection Services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of CONTRACTOR.

CITY and ONTRACTOR understand and agree that the Florida Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. If there are any changes in governing law that would result in a material financial impact to either party to this Agreement, CITY and CONTRACTOR agree to enter into good faith negotiations to remedy such impact.

CONTRACTOR agrees that the terms and provisions of CITY Code as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the customers of CONTRACTOR located within the Service Area. In the event any future change in the CITY Code materially alters the obligations of CONTRACTOR, then the Collection charges established in this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. CITY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, CITY and CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of CONTRACTOR due to any modification in the Agreement under this Section. CITY and CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

FA SECTION 21: CERTIFIED FINANCIAL STATEMENT REQUIRED

A certified annual financial statement ("Annual Report") of CONTRACTOR shall be furnished to CITY within six (6) months of the close of CONTRACTOR's fiscal year, and its parent company, if applicable, for each fiscal year, on an annual basis throughout the term of this Agreement or any extension thereof.

FA SECTION 22: RIGHT TO REQUIRE PERFORMANCE

Failure of the parties at any time to require performance of any provisions hereof shall in no way affect their rights thereafter to enforce same. No waiver of any breach of any provisions hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

FA SECTION 23: LAW GOVERNING

The Agreement shall be governed and enforced pursuant to the laws of the State of Florida. Venue for any litigation shall be commenced in Miami-Dade County, Florida.

FA SECTION 24: CONTRACTOR'S PERSONNEL

- 24.1** CONTRACTOR shall assign a qualified person or persons to oversee its operations within CITY and shall give the name or names of CONTRACTOR's representatives to CITY. CONTRACTOR shall also provide information regarding the experience of CONTRACTOR's representatives.
- 24.2** CITY has the right to require that CONTRACTOR's Collection employees wear a clean uniform or shirt bearing CONTRACTOR's name.
- 24.3** Each driver shall always, carry a valid Florida driver's license for the type of vehicle they are driving.
- 24.4** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- 24.5** All employees and contractors of CONTRACTOR shall be considered to be, at all times, the sole employees or contractors of CONTRACTOR under its sole discretion and not an employee, contractor, or agent of CITY. CONTRACTOR shall supply competent and physically capable employees and contractors. CITY may require CONTRACTOR to remove any employee or contractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of CITY.
- 24.6** The direction and supervision of refuse Collection and disposal and salvage operations shall be by competent, qualified and sober personnel, and CONTRACTOR shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to CITY. All subcontractors, subconsultants, superintendents, foremen and workmen employed by CONTRACTOR shall be careful and competent. CONTRACTOR shall also provide uniforms that are clearly identified with the company name. Employees and subcontractors of CONTRACTOR shall have and wear proper dress attire at all times. Proper dress attire shall consist of industrial style work pants, a button front shirt or T-shirt with CONTRACTOR's company name or logo and the name of the shirt bearer, and appropriate footwear.
- 24.7** All employees used by CONTRACTOR during the term of the Agreement shall be of a standing or affiliation that will permit CONTRACTOR's performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstance, will such employees cause any disturbance, interference of delay to any work or service rendered to CITY or by CITY and in no case or in any circumstances will the employees conduct themselves negligently, disorderly or dishonestly in the due and proper performance of the employee's duties. CONTRACTOR shall see to it that its employees serve the public in a courteous, helpful and impartial manner. CONTRACTOR shall furnish CITY with a current roster of employees every thirty (30) days.

24.8 CONTRACTOR's employees providing Residential Services shall follow the regular walk for pedestrians while on private property and shall not trespass nor cross property to the adjoining premises unless the occupant or owner of both properties has given permission. No employee shall meddle with property that does not concern him. Care should be taken to prevent damage to property, including flowers, scrubs, and other plantings. After emptying Garbage Cans, Recycling Bins, or Containers, employees shall return them to the same location from which they were taken, in the proper position behind the curb or edge of pavement and anything spilled shall be picked up immediately by such employee. Any damages incurred shall be paid by CONTRACTOR.

FA SECTION 25: COMPLIANCE WITH LAWS AND REGULATIONS

CONTRACTOR hereby agrees to abide by and comply with all applicable Federal, State, County and CITY laws, Ordinances and regulations. CONTRACTOR and its cash/surety shall indemnify, defend and save harmless CITY, its CITY Commissioners, all its officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, orders or decrees, whether by itself or its employees. CONTRACTOR shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

FA SECTION 26: SAVINGS CLAUSE

Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or CITY, such provisions, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

FA SECTION 27: GENERAL

27.1 NO CONTINGENT FEES

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee, agent, consultant, or lobbyist working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee, agent, consultant, or lobbyist working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Agreement price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

27.2 NO WAIVER

No waiver by CITY of any term, covenant or condition herein contained shall be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The rights and remedies created by this Agreement are cumulative and are not intended to be exclusive. The use of one remedy under this Agreement shall not be taken to exclude or waive the right or use of another Agreement, and each party shall be entitled to pursue all remedies

generally available under the laws of the State of Florida.

FA SECTION 28: LITIGATION

28.1 ATTORNEYS' FEES

In the event of any litigation between CITY and CONTRACTOR which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party, subject to the limits of this paragraph. Where the prevailing party is awarded compensatory damages from the non-prevailing party, the amount of attorneys' fees shall not exceed the amount of compensatory damages (it being the intent that no attorneys' fees shall be recoverable by a prevailing party in the absence of an award of compensatory damages, other than nominal damages). If no such compensatory damages are awarded, the prevailing party is entitled to reasonable attorneys' fees for the defense against the non- prevailing party's claim, which shall not exceed the amount of the Agreement as adjusted by amendments as are binding upon the parties.

28.2 LEGAL REPRESENTATION

It is acknowledged that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement and, accordingly, the rule that an Agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

SECTION 29: MEDIATION

Before a party may file a lawsuit or other cause of action against the other party to this Agreement resulting from a claim arising out of or relating to this Agreement, the parties must submit to non-binding mediation of said dispute. Notice of the claim or controversy must be provided by the complaining party to the other party, and a mediation shall be scheduled to occur before a Circuit Court certified mediator within fifteen (15) days of said notice.

SECTION 30: MISCELLANEOUS

30.1 RECORDS

CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to services provided and fees charged pursuant to this Agreement. Upon providing reasonable notice, such books and records will be available at all reasonable times for examination and audit by CITY and its representatives and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records may be grounds for disallowance by CITY of any fees or expenses based upon such entries.

30.2 MODIFICATION

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

30.3 PROPERTY DAMAGE

CONTRACTOR shall be responsible for the repair or replacement, if repair is not adequate of any damages to public or private property during the provision of collection service and caused by the CONTRACTOR or the CONTRACTOR's representative.

30.4 PROPRIETARY INFORMATION

The documents, records, routing, charges, and pricing of CONTRACTOR are proprietary information and records of CONTRACTOR, and are exempt from disclosure pursuant to Section 815.045, Florida Statutes, as may be amended from time to time, unless in the sole opinion and judgment of either the City Manager or the City Attorney, such documents and records are not within said statutory exemption.

30.5 NOTICE

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by facsimile transmission with certification of transmission to the receiving party, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

As to CITY:

Copy to : City Attorney

As to CONTRACTOR: Owner/Manager's Name

Business Name

-Position Title

Street Address

City, State and Zip Code

Telephone Number

Email

Copy to:
Attorney for the Business

Street Address

City, State and Zip Code

Telephone Number

Email

Business Name

General Counsel

Street Address

City, State and Zip Code

Telephone Number

Email

IN WITNESS WHEREOF, the parties have caused these presents to be executed and attested to by their duly authorized officers or representatives and their official seals to be affixed hereon, the day and year first above written.

CITY: _____

Sha'mecca Lawson, City Manager

ATTEST:

BY: _____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE USE
OF AND RELIANCE BY THE CITY OF
OPA-LOCKA ONLY:

_____ City Attorney

CONTRACTOR:

WITNESSES:

BY: _____

Business Name

_____ Print Name and Title

Print Name

Print Name

ATTEST:

_____ SECRETARY

STATE OF FLORIDA)
)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires:

SECTION 5

TECHNICAL PROPOSAL COVER SHEET

PROPOSER'S NAME (Name of firm, entity, or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name: _____ Title: _____

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE:

()

FAX:

()

PROPOSER'S ORGANIZATION STRUCTURE:

_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (explain): _____

IF CORPORATION:

Date Incorporated/Organized: _____

State of Incorporation/Organization: _____

States registered in as foreign Corporation: _____

PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:

LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.

Signed by: _____ Date: _____

Print name: _____ Title: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY
DEEM YOUR BID NON-RESPONSIVE**

SECTION 6

PRICE PROPOSAL SHEET

Residential Solid Waste Roll-out Container Service with the inclusion of Residential Roll-out Recycling Service with twelve (12) Bulk pick-ups per year, with a maximum amount of ten (10) cubic yards per unit, per month.

| | |
|-----------------|---------------------------------------|
| Collection: (A) | \$ _____ per month, per dwelling unit |
| Disposal (B) | \$ _____ per month, per dwelling unit |
| Collection: (C) | \$ _____ per month, per dwelling unit |
| Disposal (D) | \$ _____ per month, per dwelling unit |
| Collection: (E) | \$ _____ per month, per dwelling unit |
| Disposal (F) | \$ _____ per month, per dwelling unit |
| Total Rate (G) | \$ _____ per month, per dwelling unit |

| | |
|---|--|
| A | The rates specified for collection service shall include the cost for Collection of Residential Solid Waste. |
| B | The Disposal portion of the above rates is to be calculated as the product of the current per ton Disposal Charge multiplied by the Residential Weight Generation factor for Municipal Solid Waste, divided by 12 months |
| C | The rates specified for collection service shall include the cost for Collection of Residential Recyclables |
| D | The Disposal portion of the above rates is to be calculated as the product of the current per ton Disposal or Processing Charge multiplied by the Residential Weight Generation factor for Recyclable Materials divided by 12 months |
| E | The rates specified for collection service shall include the cost for Collection of Residential Bulk Waste (w/ 10 cubic yard limit, per home, per month) |
| F | The Disposal portion of the above rates is to be calculated as the product of the current per ton Disposal Charge multiplied by the Residential Weight Generation factor for Bulk Waste, divided by 12 months |
| G | Total Rate shall be the sum of all Proposers Collection and Disposal rates |

SECTION 6 (continued)
PRICE PROPOSAL SHEET

Optional Neighborhood Recycling Station: The City may exercise this option at its discretion - No Franchise Fee shall apply.

\$ _____ per occurrence, per location

Optional Periodic Special Materials Station (HHW and E-waste): The City may exercise this option at its discretion - No Franchise Fee shall apply.

\$ _____ per occurrence, per location

Additional Residential Solid Waste Roll-out Containers:

96 gallons \$ _____ each, per month
64 gallons \$ _____ each, per month
32 gallons \$ _____ each, per month

Additional Residential Recycling Cart:

\$ _____ each, per month

Additional Bulk Collection (beyond monthly 10 cubic yard limit:

\$ _____ per yard (including collection)

SECTION 6

PRICE PROPOSAL SHEET (CONTINUED)

Multi-Family (Greater Than Four Service Units) Container Services (charges are per month):

Monthly Rates - Multi-family Pickups per Week

| Container Size | 1x Week | 2x Week | 3x Week | 4x Week | 5x Week | 6x Week | 7x Week |
|---------------------------|---------|---------|---------|---------|---------|---------|---------|
| 1 Cubic Yard | | | | | | | |
| Collection (A) | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Disposal (B) | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Maintenance (C) | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Total Monthly Rate | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | | |
| 2 Cubic Yard | 1x Week | 2x Week | 3x Week | 4x Week | 5x Week | 6x Week | 7x Week |
| Collection (A) | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Disposal (B) | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Maintenance (C) | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Total Monthly Rate | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | | |
| 3 Cubic Yard | 1x Week | 2x Week | 3x Week | 4x Week | 5x Week | 6x Week | 7x Week |
| Collection (A) | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Disposal (B) | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Maintenance (C) | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Total Monthly Rate | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | | |
| 4 Cubic Yard | 1x Week | 2x Week | 3x Week | 4x Week | 5x Week | 6x Week | 7x Week |
| Collection (A) | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Disposal (B) | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Maintenance (C) | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Total Monthly Rate | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | | |
| 6 Cubic Yard | 1x Week | 2x Week | 3x Week | 4x Week | 5x Week | 6x Week | 7x Week |
| Collection (A) | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Disposal (B) | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Maintenance (C) | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Total Monthly Rate | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | | |
| 8 Cubic Yard | 1x Week | 2x Week | 3x Week | 4x Week | 5x Week | 6x Week | 7x Week |
| Collection (A) | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Disposal (B) | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Maintenance (C) | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Total Monthly Rate | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | | |

A=Collection Component

B=Disposal Component

C=Container Maintenance Component

SECTION 6

PRICE PROPOSAL SHEET (CONTINUED)

PROPOSER'S proposed Weight Per Cubic Yard Factor for Multi-Family Container Services is: _____ pounds per cubic yard

- (A)** The Collection portion of the above rates is to be calculated as the product of the monthly cost of collection based on container size and weekly collection frequency.
- (B)** The Disposal portion of the above rates is to be calculated as the product of the current per ton Disposal Charge multiple by the cubic yard Weight Generation Factor.

SECTION 6
PRICE PROPOSAL SHEET (CONTINUED)

Multi-family Container Services – Maintenance (charges are per month)
(Not Applicable If Customer Provides Container):

| Container Size (cu. yds.) | Monthly Maintenance Fee |
|---------------------------------|-------------------------------|
| 1 | \$ _____ |
| 2 | \$ _____ |
| 3 | \$ _____ |
| 4 | \$ _____ |
| 6 | \$ _____ |
| 8 | \$ _____ |

Roll-out and Caster Fees (per month, one roll-out per week - multiple rollouts per week shall be the number of rollouts per week multiplied by 4.33):

| Roll-out Distance/Item | Rate | Total |
|---------------------------|----------|-------|
| Roll-out | \$ _____ | |
| Casters | \$ _____ | |

SECTION 6
PRICE PROPOSAL SHEET (CONTINUED)
Commercial Container Services (charges are per month):
(Applicable For Solid Waste And Recyclables)

| Monthly Rates - Commercial Pickups per Week | | | | | | | | |
|--|---------|---------|---------|---------|---------|---------|---------|----|
| Container Size | | | | | | | | |
| <u>1 Cubic Yard</u> | 1x Week | 2x Week | 3x Week | 4x Week | 5x Week | 6x Week | 7x Week | |
| Collection (A) | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Disposal (B) | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Maintenance (C) | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Total Monthly Rate | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | | | |
| <u>2 Cubic Yard</u> | 1x Week | 2x Week | 3x Week | 4x Week | 5x Week | 6x Week | 7x Week | |
| Collection (A) | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Disposal (B) | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Maintenance (C) | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Total Monthly Rate | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | | | |
| <u>3 Cubic Yard</u> | 1x Week | 2x Week | 3x Week | 4x Week | 5x Week | 6x Week | 7x Week | |
| Collection (A) | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Disposal (B) | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Maintenance (C) | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Total Monthly Rate | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | | | |
| <u>4 Cubic Yard</u> | 1x Week | 2x Week | 3x Week | 4x Week | 5x Week | 6x Week | 7x Week | |
| Collection (A) | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Disposal (B) | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Maintenance (C) | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Total Monthly Rate | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | | | |
| <u>6 Cubic Yard</u> | 1x Week | 2x Week | 3x Week | 4x Week | 5x Week | 6x Week | 7x Week | |
| Collection (A) | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Disposal (B) | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Maintenance (C) | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Total Monthly Rate | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | | | |
| <u>8 Cubic Yard</u> | 1x Week | 2x Week | 3x Week | 4x Week | 5x Week | 6x Week | 7x Week | |
| Collection (A) | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Disposal (B) | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Maintenance (C) | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Total Monthly Rate | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |

A=Collection Component

B=Disposal Component

C=Container Maintenance Component

SECTION 6
PRICE PROPOSAL SHEET (CONTINUED)

PROPOSER'S proposed Weight Per Cubic Yard Factor for Commercial Container Services is _____ pounds per cubic yard

- (A)** The Collection portion of the above rates is to be calculated as the product of the monthly cost of collection based on container size and weekly collection frequency.
- (B)** The Disposal portion of the above rates is to be calculated as the product of the current per ton Disposal Charge multiple by the cubic yard Weight Generation Factor.

SECTION 6
PRICE PROPOSAL SHEET (CONTINUED)

Commercial Container Services - Maintenance (charges are per month):

| Container Size (cu. yds.) | Monthly Maintenance Fee |
|---------------------------------|-------------------------------|
| 1 | \$ _____ |
| 2 | \$ _____ |
| 3 | \$ _____ |
| 4 | \$ _____ |
| 6 | \$ _____ |
| 8 | \$ _____ |

Roll-out and Caster Fees (per month, one roll-out per week) - multiple rollouts per week shall be the number of rollouts per week multiplied by 4.33):

| Roll-out Distance/Item | Rate | Franchise Fee (A) | Total |
|---------------------------|----------|----------------------|----------|
| Roll-out | \$ _____ | \$ _____ | \$ _____ |
| Casters | \$ _____ | \$ _____ | \$ _____ |

SECTION 6
PRICE PROPOSAL SHEET (CONTINUED)
Compactor Services (charges are per month):

| Commercial Compactor Service (Monthly Charges) | | | | | | | |
|---|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Monthly Rates | | | | | | | |
| Compactor Size | 1 x / wk. | 2 x / wk. | 3 x / wk. | 4 x / wk. | 5 x / wk. | 6 x / wk. | 7 x / wk. |
| <u>1 Cubic Yard</u> | | | | | | | |
| Collection: | | | | | | | |
| Disposal: | | | | | | | |
| Total | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | | | | |
| <u>2 Cubic Yard</u> | 1 x / wk. | 2 x / wk. | 3 x / wk. | 4 x / wk. | 5 x / wk. | 6 x / wk. | 7 x / wk. |
| Collection: | | | | | | | |
| Disposal: | | | | | | | |
| Total | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | | | | |
| <u>3 Cubic Yard</u> | 1 x / wk. | 2 x / wk. | 3 x / wk. | 4 x / wk. | 5 x / wk. | 6 x / wk. | 7 x / wk. |
| Collection: | | | | | | | |
| Disposal: | | | | | | | |
| Total | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | | | | |
| <u>4 Cubic Yard</u> | 1 x / wk. | 2 x / wk. | 3 x / wk. | 4 x / wk. | 5 x / wk. | 6 x / wk. | 7 x / wk. |
| Collection: | | | | | | | |
| Disposal: | | | | | | | |
| Total | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | | | | |
| <u>6 Cubic Yard</u> | 1 x / wk. | 2 x / wk. | 3 x / wk. | 4 x / wk. | 5 x / wk. | 6 x / wk. | 7 x / wk. |
| Collection: | | | | | | | |
| Disposal: | | | | | | | |
| Total | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | | | | |
| <u>8 Cubic Yard</u> | 1 x / wk. | 2 x / wk. | 3 x / wk. | 4 x / wk. | 5 x / wk. | 6 x / wk. | 7 x / wk. |
| Collection: | | | | | | | |
| Disposal: | | | | | | | |
| Total | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

SECTION 6

PRICE PROPOSAL SHEET (CONTINUED)

PROPOSER'S proposed Weight Per Cubic Yard Factor for Compactor Services is _____ pounds per cubic yard.

- (A)** The Collection portion of the above rates is to be calculated as the product of the monthly cost of collection based on container size and collection frequency.
- (B)** The Disposal portion of the above rates is to be calculated as the product of the current per ton Disposal Charge multiplied by the Compactor cubic yard weight generation factor.

SECTION 6
PRICE PROPOSAL SHEET (CONTINUED)
Pull Services (charges are per pull):

| Pull Services (charges are per pull) | | | | | |
|---|---|--------------|--------------|--------------|--------------|
| | | | | | |
| Container Size | 10 CY | 15 CY | 20 CY | 30 CY | 40 CY |
| Pick-up & Haul: | | | | | |
| Disposal: | TBD | TBD | TBD | TBD | TBD |
| Total | | | | | |
| | | | | | |
| TBD | Is the cost of disposal based on weight of materials | | | | |

- (A) The rates specified for Pick-up & Haul service shall include the cost for Collection,
- (B) The Disposal portion of the above rates is to be determined by the weight ticket at the designated disposal facility multiplied by the per ton Disposal Charge.

SECTION 6
PRICE PROPOSAL SHEET (CONTINUED)
Pull Services Delivery:

Container

| Size (cu. yds.) | Delivery Rate | Total |
|--------------------|---------------|-------|
| 10 | \$ _____ | |
| 15 | \$ _____ | |
| 20 | \$ _____ | |
| 30 | \$ _____ | |
| 40 | \$ _____ | |

SECTION 6
PRICE PROPOSAL SHEET (CONTINUED)
Daily Maintenance Fee for Industrial Services Container:

Daily Pull Services Maintenance Fee:

Container

| Size (cu. yds.) | Daily Rate Total |
|--------------------|---------------------|
|--------------------|---------------------|

10 \$ _____

15 \$ _____

20 \$ _____

30 \$ _____

40 \$ _____

SECTION 6
PRICE PROPOSAL SHEET (CONTINUED)

The optional Designated Disposal Facility / Landfill:

Proposed Disposal Rate: \$ _____ per ton
Proposed Disposal Rate: \$ _____ per ton

Taxpayer Identification Number (TIN):

PROPOSER:

(Company Name)

(Signature)

(Printed Name & Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM SHALL
DEEM YOUR BID NON-RESPONSIVE**

SECTION 7

ADDENDUM ACKNOWLEDGEMENT FORM

Addendum

Date Received

PROPOSER:

(Company Name)

(Signature)

(Printed Name & Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY
DEEM YOUR BID NON-RESPONSIVE**

SECTION 8 **PROPOSER REQUIRED INFORMATION FORM**

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed as "Non-Responsive."

(1) How many years has your organization been in business under your present business name? _____ years

(2) State of Florida occupational license type and number: _____

(3) County (state county) occupational license type and number: _____

(4) City of Opa-locka occupational license type and number: _____

(A CITY OF OPA-LOCKA OCCUPATIONAL LICENSE IS NOT NECESSARY
UNLESS THE BUSINESS IS LOCATED WITHIN THE CITY OF OPA-LOCKA)

**PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH
PROPOSAL**

(5) Describe experience providing Sanitations Services for(government) organizations:

(6) Have you ever had a contract terminated (either as a prime contractor or sub-contractor, for failure to comply, breach, or default?

No _____ Yes _____

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

SECTION 8
PROPOSER REQUIRED INFORMATION FORM (CONTINUED) REFERENCE
QUESTIONNAIRE
CURRENT CLIENTS (3 REFERENCES)

Reference For (Proposer's Name): _____

Agency Giving Reference: _____

Contact Person Name: _____

Address: _____

Telephone: _____

E-Mail: _____

Provide a reference for the above-named firm by indicating below the level of satisfaction (Excellent, Good or Unsatisfactory) with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

| | QUESTION | Satisfactory | Unsatisfactory |
|---|--|------------------------------|-------------------------------|
| 1 | How would you rate your experience with the contractor's ability to deliver quality Solid waste collection services? | | |
| 2 | How would you rate the experience of the firm's account management and customer services team? | | |
| 3 | How would you rate the project management services? | | |
| 4 | How would you rate the overall performance of contract? | | |
| 5 | Would your agency use this contractor to provide Solid waste collection services again? (Circle One) | YES/ Satisfactory | NO/ Unsatisfactory |

Additional Comments: _____

***This form must be completed and signed by the person providing the reference.**

Signature

Title

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-
RESPONSIVE."**

SECTION 9

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS

Please list all Subcontractors, Subconsultants, and Suppliers to be used in connection with performance of the Contract. (Use additional pages, if necessary):

Company Name and Profession:

Address:

City, State, & Zip Code:

Company Name and Profession:

Address:

City, State, & Zip Code:

Company Name and Profession :

Address:

City, State, & Zip Code:

SECTION 9

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS (CONTINUED)

Company Name and Profession:

Address:

Company Name and Profession:

Address:

City, State, & Zip Code:

Company Name and Profession:

Address:

City, State, & Zip Code:

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

SECTION 10 **DRUG-FREE WORKPLACE AFFIDAVIT**

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - 1) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
 - 2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 - 3) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 - 4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

**SECTION 10
DRUG-FREE WORKPLACE AFFIDAVIT (CONTINUED)**

FLORIDA STATE STATUTE 287.087

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

Vendor's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY
DEEM YOUR BID NON-RESPONSIVE**

BUSINESS/VENDOR PROFILE SURVEY (Tab 10A)

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Miami-Dade County Business Tax Receipt, is located in, and doing Business in Miami-Dade County, and certified by the Miami-Dade County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference; YES NO

Please attach the Miami-Dade County Office of Economic Development and Small Business Development certification to this form.

- A firm that is certified by the State of Florida Unified Certification Program (UC) or the State of Florida Office of Supplier Diversity as a Florida Certified Business Enterprise(FCBE).

A copy of FCBE Certification must be attached to this form

Business is claiming local Business Preference YES NO
(Choose below as applicable)

- Businesses Employing Opa-locka Residents** - Business is located outside of the City of Opa-locka City limits and employs a minimum of 10 full time equivalent ("FTE") Opa-locka residents, or Opa-locka residents constitute 20 % of the FTE of the company's local workforce (in Miami-Dade and Miami-Dade Counties), whichever is larger.

Business Employing Opa-locka Residents Affidavit MUST be submitted with RFP Response.

- Business with a location within Opa-locka, is in compliance with all City licensing requirements and is current on all City taxes.

Attach a copy of a current Opa-locka Business Tax Receipt to this form.

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

SECTION 11
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Opa-locka, its elected officials, and _____ or its design consultants, 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: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20 _____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY
DEEM YOUR BID NON-RESPONSIVE**

SECTION 12

NON-COLLUSIVE AFFIDAVIT

_____, being first duly sworn, deposes and says that:

a) He/she is the _____
(Owner, Partner, Officer, Representative or Agent) of
the Proposer that has submitted the
attached Proposal;

b) He/she is fully informed respecting the preparation and
contents of the attached Proposal and of all pertinent circumstances
respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham
Proposal;

d) Neither the said Bidder nor any of its officers, partners,
owners, agents, representatives, employees or parties in interest,
including this affiant, have in any way colluded, conspired, connived or
agreed, directly or indirectly, with any other Proposer, firm, or person
to submit a collusive or sham Proposal in connection with the Work for
which the attached Proposal has been submitted; or to refrain from
proposing in connection with such work; or have in any manner,
directly or indirectly, sought by person to fix the price or prices in the
attached Proposal or of any other Proposer, or to fix any overhead,
profit, or cost elements of the Proposal price or the Proposal price of
any other Proposer, or to secure through any collusion, conspiracy,
connivance, or unlawful agreement any advantage against (Recipient),
or any person interested in the proposed work;

e) The price or prices quoted in the attached Proposal are fair
and proper and are not tainted by any collusion, conspiracy,
connivance, or unlawful agreement on the part of the Proposer or any
other of its agents, representatives, owners, employees or parties in
interest, including this affiant.

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY
DEEM YOUR BID NON-RESPONSIVE**

SECTION 12
NON-COLLUSIVE AFFIDAVIT (CONTINUED)

Signed, sealed and delivered
in the presence of:

By:

Witness

(Printed Name)

(Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY
DEEM YOUR BID NON-RESPONSIVE**

**SECTION 12
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

ACKNOWLEDGMENT

State of (_____)

ss.

County of (_____)

BEFORE ME, the undersigned authority, personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

- WITNESS, my hand and official seal this _____ day of 20 ____.

My Commission Expires:

Notary Public State of Florida at Large

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY
DEEM YOUR BID NON-RESPONSIVE**

SECTION 13
NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:

Title:

Sworn and subscribed before this

____ day of _____, 20 ____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY
DEEM YOUR BID NON-RESPONSIVE**

SECTION 14

SOLID WASTE ROLL OUT CONTAINER

(Attach additional sheets if necessary)

1. Per Unit Price (Nominal capacity ratings)

(a) 32-gallon cart _____

(b) 64-gallon cart. _____

(c) 96-gallon cart _____

2. Manufacturer

3. Model Numbers

4. Description and Type

5. Warranty _____ years

SECTION 14 (continued)

Cart requirements checklist:

Manufacturing Processes and Materials: Each universal roll out cart shall consist of a body, lid, wheels, axle, and all necessary accessories for complete assembly. The plastic material and finished container must meet the minimum specifications herein and be a Sierra Container Group cart model or equivalent.

| DESCRIPTION | YES | NO |
|--|-----|----|
| Manufacturing Location: All cart bodies and lids must be manufactured in the United States. | | |
| Plastic Material: Cart body and lid must be manufactured with 100% first quality prime virgin high-density polyethylene (HDPE). If your cart is made of other material, please provide us with your material and its specifications. | | |
| Molding Process: Injection molding is the only acceptable form of molding for the roll out carts. Other manufacturing processes will not be accepted. | | |
| ANSI Conformance: Containers proposed herein should meet or within comparable standards of requirements of ANSI Z2245.30 and ANSI Z2245.60. "Type B/Containers. If your carts are different, please provide information on your ANSI Conformance. The bidder must submit independently certified copies of all ANSI test results with proposal. Test results must state load (in pounds) under which tests were conducted. The ANSI Appendix D test for "loading and unloading test for the carts" must clearly state that the required 520 dump cycles under the carts' full rated load were performed on both a semi-automated cart lifter and a fully automated grabber arm. | | |
| Interior Construction: The interior surface must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the containers could become trapped. The container must be a true vessel with no openings or holes. | | |
| Body Design: Wheels cannot be recessed inside the perimeter (or plan area) of the cart body. Wheels must sit outside of the perimeter of the body to act as a catch point during collection. | | |
| Lift System: Each container shall be equipped with attachment points which make it compatible with standard semi-automated bar- locking lifters and fully automated arm lifters. The upper lift point must be integrally molded into the body of the container. The lower bar must come pre-installed from the manufacturer, must be designed to withstand over ten (10) years of lifter attachment, and must be a 1" diameter galvanized free-floating steel bar or integrally molded plastic catch bar. The lower bar cannot be attached by means of screws, bolts, fasteners, pins, etc. Containers with bolted-on lower bars are NOT acceptable. | | |
| Abrasion Protection: The containers must be reinforced in the area that contacts the ground with two molded-in wear strips. | | |
| Lid Attachment: Lid cannot be attached to the handle of the cart using screws, bolts, or fasteners. | | |

| DESCRIPTION | YES | NO |
|--|-----|----|
| 95 Gallon Weight: Plastic resin weight of cart body and cart lid, excluding all components must be a minimum of 24.1 pounds for the cart body and 4.2 pounds for the lid. CART BODY: _____ POUNDS LID BODY: _____ POUNDS | | |
| 65 Gallon Weight: Plastic resin weight of cart body and cart lid, excluding all components must be a minimum of 21 pounds for the cart body and 4 pounds for the lid. CART BODY: _____ POUNDS LID BODY: _____ POUNDS | | |
| Serial Numbers & Bar Codes: Each container must have a laser engraved serial number, 2D bar code, and date of manufacturing on the front of the cart to prevent wiping off or fading. Hot stamp and/or heat transfer serial numbers are not acceptable. | | |
| Lid Handles: Lids must be molded with both palm up and palm down handles on the front and front corners for ease of opening and closing. There must be three distinct separate handle areas on the front of the lid for ease of opening by residents / end users | | |
| Wheels: Wheels must be injection molded with a snap-on feature to attach to the axle. In addition, all wheels must be a quick release format to allow for simple removal in under five seconds with no tools required to remove. Wheels that require tools to remove them are not acceptable. | | |
| Part Components: Both size carts may not have more than 8 components that make up the cart including cart lid, wheels, axle, catch bar, cart body and lid attachments. | | |
| Warranty: The container lid, wheels, axle, and all necessary hardware must be covered by a minimum ten (10) year non- pro- rated warranty which includes freight. Any component parts, which fail in materials or workmanship to perform as, originally designed, shall be replaced at no charge. | | |
| Delivery: Containers are to be supplied fully assembled, except for axles and wheels, which will be assembled by the city. | | |

SECTION 15

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If a contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

SECTION 16

| Liquidated Damages - Sample | | |
|--|---|---|
| | Performance Standard Violation | Liquidated Damage Amount |
| Non-Performance | Any month in which reported missed collection exceeds 55 of all collection services combined | \$1,500 each occurrence |
| Missed Pick-ups | Failure to respond to missed pick-up within 24 hours | \$100 per customer, per occurrence |
| Spillage, Leaking and Litter | Failure to clean up spilled or leaking material from vehicle during loading and/or transporting or as described in this Agreement. | \$500 per occurrence |
| | Failure to respond to reported spillage, leakage or litter, beyond 48 hours | \$1,000 per day |
| Customer Complaints | Failure to resolve complaints, other than Collection misses, within 2 workdays from the day of notification. | \$250 per occurrence, per day |
| Chronic Complaints | Failure or neglect to correct chronic problems (chronic shall mean three (3) or more similar complaints at the same premises within a three (3) month period in any category of collection service. | \$1,000 per occurrence |
| | In the event that CONTRACTOR receives more than four (4) chronic complaint problems within a month, from same premises | \$2,000 per occurrence, plus one month credit to customer |
| Chronic Equipment Problem | Failure or neglect to correct a chronic equipment problem (chronic shall mean three instances of the same or similar problem within a three (3) month period) | \$1,000 per occurrence |
| Reporting / Reports | Failure to provide timely reports required by this Agreement. | \$250 per occurrence, per day |
| Mixed Loads | If CONTRACTOR fails to adhere to the mixed load prohibition provisions set forth in Section 3.12.9 of this Agreement | \$2,500 per occurrence |
| Cart delivery, repair, or replacement | Failure to deliver, repair, maintain or replace a Cart or Container within 72 hours | \$100 per occurrence, per day |
| | Additionally, if CONTRACTOR fails to remedy the initial violation within five (5) calendar days an additional assessment shall be imposed | \$1,000 per day, if not corrected within 5 calendar days |
| Disposing at a non-designated facility | If CONTRACTOR fails to dispose of any materials collected within City limits at City designated locations, without prior written authorization | \$2,500 per occurrence, plus associated disposal cost |
| Incomplete Route | If CONTRACTOR fails to complete any scheduled collection route in accordance with the schedules and routes provided for in this Agreement, | \$2,500 per occurrence |
| Communication | Failure to report incomplete route to City Contract Administer | \$500 per occurrence |
| | Failure to report Fluid Leakage for vehicles resulting in staining of streets or roadway | \$250 per occurrence |
| | Failure to report non-collection occurrences by the end of each workday | \$250 per occurrence |
| Non-collection notice | Failure to leave a non-collection notice explaining why materials were not collected for customer | \$100 per occurrence |
| GPS / Drive Cam video request | Failure to provide, upon request, GPS-trackable report or Drive Cam video within 24 hours | \$500 per occurrence |
| Supervisors' requirement | Failure to maintain 2 full time Supervisors within City | \$250 per day |
| Illegal Dumping Collection | Failure to collect and dispose of reported illegal dumping within 36 hours | \$250 per day |
| Personnel | Failure to correct chronic personnel problem following notification (chronic shall mean 3 instances with same individual) | \$1,000 per occurrence |
| Breach of Agreement provisions | Failure of CONTRACTOR to comply with any other provision in Agreement | \$500 per occurrence |
| Failure to use due care | Property Damage | \$250 per occurrence |