



**REQUEST FOR PROPOSALS**

**FOR**

**THE CITY OF KEYSTONE HEIGHTS, FLORIDA**

**555 S. LAWRENCE BLVD.**

**KEYSTONE HEIGHTS, FLORIDA 32656-0420**

**CITY MANAGER: LYNN RUTKOWSKI**

**TELEPHONE: 352.473.4807**

**DUE DATE: Tuesday, August 23, 2022 @ 10:00 A.M.**

**RFP # 2022-001**

**COMMERCIAL SOLID WASTE**

**TRANSPORTATION AND DISPOSAL**

**REQUEST FOR PROPOSALS  
RFP # 2022-001  
COMMERCIAL SOLID WASTE  
COLLECTION  
AND DISPOSAL SERVICES**

**INVITATION**

The City of Keystone Heights, Florida, in compliance with the City of Keystone Heights Purchasing Ordinance, is seeking one (1) qualified Contractor to provide commercial solid waste and disposal services for The City of Keystone Heights, Florida under a continuing contract.

Firms interested in providing these services may obtain a copy of the Request for Proposals from:

Ms. Lynn Rutkowski  
City Manager  
555 S. Lawrence Blvd.  
**KEYSTONE HEIGHTS, FL 32656-0420**  
**352.473.4807**  
**Fax 352.473.5101**  
Email: rutkowski@keystoneheights.us

A **Mandatory** Pre-Proposal Conference will be conducted on: August 2, 2022

At: 10:00 A.M.

At the Historic Keystone Heights Beach Pavilion, 565 S. Lawrence Blvd.,  
Keystone Heights, Florida, 32656-0420.

Interested Contractors must attend.

One clearly marked and bound original and six (6) bound complete copies of the proposal and one electronic version USB thumb drive must be submitted no later than 10:00 A.M., to:

City Manager  
555 S. Lawrence Blvd.  
KEYSTONE HEIGHTS, FL. 32656-0420

THE CITY RESERVES THE RIGHT to reject any or all proposals or parts thereof, or to accept the proposal(s) or parts thereof when considered by the City to be in the best interest of the City. Any proposal received after the time and date specified will not be considered.

THE CITY OF KEYSTONE HEIGHTS  
Clay County, FLORIDA  
By: Ms. Lynn Rutkowski, City Manager

## **INSTRUCTIONS TO CONTRACTORS**

### **Confidential Information**

In accordance with Section 119.07(1)(a), Florida Statutes, and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, Contractors are requested to specifically identify in the submitted Proposal any financial information considered confidential and/or proprietary which may be considered exempt under Section 119.07(t), Florida Statutes.

The Contractor preparing a submittal in response to the RFP shall bear all expenses associated with its preparation. The Contractor shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.

### **Conflict of Interest**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Contractors must disclose with their proposal the name of any officer, director, partner, proprietor, associate, or agent who is also an officer or employee of the City or any of its agencies. Further, all Contractors must disclose the name of any officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches or affiliate companies.

### **Outstanding Obligations to Municipalities** **(Clean Hands Policy)**

No proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to the City for any debt or contract, who is a defaulter, as surety or otherwise, of any obligation to the City, or who is deemed irresponsible or unreliable by the City. The City will be the sole judge of said determination.

## **INSTRUCTIONS TO CONTRACTOR (ITC)**

1. Information as to the present operation and additional information relative to the scope of the work may be obtained from the **City Manager, Telephone 352.473.4807**
2. **Code of Silence**, Communication by prospective Contractors with an elected official of the City concerning any matter related to this RFP from the date of issuance of the RFP until award of contract shall result in automatic disqualification of the Contractor.
3. All Proposals must be submitted on the Proposal Forms provided herein and must be submitted in one (1) bound original and six (6) complete bound copies.
4. All Contractors must familiarize themselves with Instructions to Contractors (ITC), and the proposed refuse Contract which is to be executed by the successful

Contractor. All provisions contained in the Contract are a part of the Contractor Instructions.

5. Any Proposal received after the date and hour specified above will be rejected and returned to the Contractor unopened.
6. The **CITY OF KEYSTONE HEIGHTS** reserves the right to accept or reject any or all Proposals, or parts of Proposals, to waive irregularities, or to accept that Proposal which best serves the interests of the City, or to advertise for new Proposals.
7. The Proposal submitted by the selected Contractor shall become an integral part of the Contract between the City and the Contractor, and representations, covenants and conditions therein contained shall be binding upon the person, firm or corporation executing the same.
8. A Proposal Bond, properly executed by the Contractor and by a qualified surety company with an A, Class 10 or higher financial rating, as shown in Best's Key Rating Guide, or a Certified or Cashier's check on any National or State Bank, in the sum of not less than ten percent (10%) of the proposal revenue for the first year of the Contract, made payable to the CITY OF KEYSTONE HEIGHTS, shall accompany each proposal as a guarantee that the Contractor will not withdraw from the competition after opening of the Proposals, for a period of sixty (60) days, and in the event the Contract is awarded to the Contractor, he will then enter into a Contract and furnish the required guarantees of performance, at which time all Proposal Bond deposits will be returned, failing which, he/she shall forfeit the deposit as liquidated damages. All unsuccessful Contractors will be refunded their Proposal deposits or Proposal Bonds within thirty (30) days after the award has been made.
9. The amount of the Performance Bond shall be provided in Section 6-E of the Contract, to insure the CITY OF KEYSTONE HEIGHTS of the faithful performance of the Contract.
10. Contractors are required to furnish complete operational plans with their proposal, for alternate proposals and for present type services conforming to the routes and schedules currently in place. Each of these proposals will be laid out on maps furnished by the City indicating; the day the routes are to be picked up; the type and number of containers, the type and amount of equipment, including make, year, and type to be always on hand to perform the work; the job classification and number of persons to be employed; the statement outlining the general conditions of employment, such as hours of work, number of days worked per week and holidays. In addition, each Contractor is required to furnish information requested on the attached exhibits. Contractors must adhere to the **Transition of Service** (see **Exhibit I.**)
11. Each Contractor understands that the City Council shall determine the most qualified and responsible Contractor and shall consider in addition to price the following:
  - (a) The ability, capacity and skill of the Contractor to perform the Contract.

- (b) Whether the Contractor can perform the Contract within time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the Contractor.
- (d) The quality of performance of previous contracts.
- (e) The previous and existing compliance by the Contractor with laws and ordinances relating to the Contract.
- (f) The sufficiency of financial resources and ability of the Contractor to perform the Contract or provide the service.
- (g) The quality, availability and adaptability of the supplies, or contractual services to the particular use required.
- (h) The ability of the Contractor to provide future maintenance and service for the use of the subject of the Contract.
- (i) The number and scope of conditions attached to the proposal.
- (j) Such other factors as appear to the City Council to be pertinent to the proposal or the Contract under all the circumstances involved.
- (k) The Contractor must address, list and outline any and all “Green Initiatives” which they will be including within the submission as it relates to the Contractor’s performance and relationship to the City and the City residents and business owners. The City will be looking for innovative solutions for the environment on an ongoing basis in its review of the Contractor submission.
- (l) The Contractor must provide within their submittal a complete operational and procedure plan which will be implemented upon notification of a natural disaster which will be issued either by the Governor of the State of Florida or by the Federal Government either by the President of the United States or the Secretary / Director of FEMA for catastrophic events such as hurricanes, tornadoes or other natural disasters which will affect the operation of the City of Keystone Heights and its residents and businesses. This plan must outline and name contact personnel, oversight personnel responsible, equipment to be used by type and amount available. The Contractor agrees the cost of implementing any such plan will be compensated at the standard allowable FEMA rates at the time of the project.

12. The Contractor shall provide the City the last two (2) year’s financial statements signed by the individual firm or corporation, and signed by a Certified Public Accountant. The Contractor understands that the City may require the financial statement to be verified by a Certified Public Accountant audit within fifteen (15)

days of the Proposal. Failure of the Contractor to provide such evidence of verification shall be deemed a noncompliance with the proposal specifications.

13. Prior to the startup of the Contract the Contractor must have the supervisors, drivers and any other pertinent personnel responsible for performing the collection services of the Contract, familiarize themselves with the routes, schedules and streets of KEYSTONE HEIGHTS to minimize mishaps of the startup of the services to be provided. (See **Timeline for Transition, Exhibit I**).
14. Each Contractor shall submit a list of references and the appropriate contact person, telephone and fax number and address, that includes municipal clients served within the state of Florida. A minimum of six (6) references within the State of Florida must be submitted.
15. Each Contractor must submit to the City a list of any municipal contract whereas the Contractor has been charged with either administrative charges, liquidated damages, or fines in an amount of ten thousand dollars or more in any given reporting period, usually monthly. This list must include the name of the municipality levying such administrative charges, liquidated damages, or fines, what was the nature of such action date.
17. It is understood that each proposal submitted shall be open for acceptance for a period of sixty (60) days, following date of proposal opening. The Contractor shall submit with the proposal an affidavit of the Contractor providing the information required by Section 287.133 (3) (a), Florida Statutes on Public Entity Crimes (See **Exhibit G**).
21. The Contractor must submit with the Proposal the Drug Free Workplace Form and Non-Collusion Affidavit Form (See **Exhibit G**).
22. The Contractor must submit with the Proposal a current proof of **CERTIFIED** insurance certificate which has the minimum required amounts of coverage and limits as stated within the RFP document as per Section 11.
23. Proposals must be sealed and clearly labeled with the name of the City, title of the Proposal, Proposal number, due date, time Proposal is due, the Contractors name and address.
24. The City encourages and will accept alternative proposals for review.
25. The City requests that each proposer address, within their introductory letter, what the proposer will charge monthly for individual direct billing commercial units quarterly, billing forward.
26. Contractors will note the proposal pricing sheets contain a line item for a monthly fuel component and disposal component cost. **Each Contractor is required to insert a collection, fuel and disposal cost component for collection services to be**

**rendered within the proposal specifications.** The cost components will be as of the submittal date and adjusted either up or down upon proof of documentation as of the start date of the Contract.

27. CITY OF KEYSTONE HEIGHTS will not respond to questions or requests for additional information submitted by Contractors after **4:00 P.M. on August 8, 2022.** Any and all such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be either faxed or emailed to all prospective Contractors. A copy may be obtained by the Contractor or his/her representative at the Office of the City Manager, CITY OF KEYSTONE HEIGHTS City Hall, 555 S. Lawrence Blvd., KEYSTONE HEIGHTS, FL 32656-0420 or via email to **rutkowski@keystoneheights.us.** Failure of any Contractor to obtain any such addendum shall not relieve said Contractor from any obligation under the RFP as submitted. All addenda so issued shall become part of the Contract Documents and Contractor shall acknowledge receipt within their Proposal submissions.

**PROPOSAL CHECKLIST:**

Contractor shall ensure the following documentation is included in their response to this Request for Proposals:

- 1. Original bound Proposal and six (6) bound copies \_\_\_\_\_
- 2. 10% Proposal Bond Proposal deposit \_\_\_\_\_
- 3. Operations Plan \_\_\_\_\_
- 4. Disaster Preparedness Plan \_\_\_\_\_
- 5. Transition of Service \_\_\_\_\_
- 6. Two (2) immediate past years' financial statements \_\_\_\_\_
- 7. References \_\_\_\_\_
- 8. Recycling Collection and Marketing Plan \_\_\_\_\_
- 9. Public Entities Crime Form – i.e., Florida State Statute Affidavit \_\_\_\_\_
- 10. Non-Collusion Affidavit Form \_\_\_\_\_
- 11. Drug Free Workplace Form \_\_\_\_\_
- 12. Insurance Certificates \_\_\_\_\_
- 13. Addenda acknowledgement \_\_\_\_\_
- 14. Pricing Sheets \_\_\_\_\_



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## **PROPOSED CONTRACT**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between, the CITY OF KEYSTONE HEIGHTS, Clay County, Florida, hereinafter referred to as “the City” and \_\_\_\_\_, hereinafter referred to as “the Contractor”.

NOW THEREFORE, in consideration of the mutual covenants, Contracts, and considerations contained herein, the City and the Contractor hereby agree as hereinafter set forth:

### **SECTION 1 - DEFINITIONS**

For the purpose of this article the following terms, phrases, words, and their derivation shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include singular number, and words in the singular number include the plural number. The “shall” is always mandatory and not merely directory.

- A. **BIOLOGICAL WASTE** means waste that causes or has the capability of causing disease or infection, including biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to human beings or animals.
- B. **BIOMEDICAL WASTE** means any solid or liquid waste that may present a threat of infection to human beings, including non-liquid human tissues and body parts; laboratory and veterinary waste which contain human-disease causing agents; discarded sharps; human blood, human blood products and body fluids; and any other materials which have been determined by federal, state or local regulatory agencies to present a significant risk of infection to persons outside the generating facility.
- C. **BULKY WASTE** shall mean large discarded items generated from residences and commercial businesses within the City, such as pallets, furniture, bedding, refrigerators, stoves, and other household appliances.
- D. **COMMERCIAL CART/TOTER PICK UP** shall mean garbage and trash collection service to commercial customers utilizing CARTS/TOTERS (96 gallons maximum). All carts must bear the name and seal of the City of Keystone Heights or the contractors name or logo on two sides.
- E. **COMMERCIAL FRONT LOAD CONTAINER (AKA DUMPSTER)** refers to a 2, 4, 6, 8 yard mechanically emptied collection container.
- F. **COMMERCIAL TRASH** shall mean any and all accumulations of paper, rags, excelsior, wooden pallets, paper or cardboard boxes, or containers of sweepings, and any other accumulations not included under the definition of garbage, generated by the operation of stores, offices, and other Business places. Commercial trash shall include furniture, appliances, car parts, and all other accumulations not included within the definition of garbage.
- G. **COMMERCIAL UNIT** shall mean all units other than those described in Section 1-E and Q (a), (b) and City-owned property and buildings.

- H. CONSTRUCTION AND DEMOLITION DEBRIS** means discarded materials generally considered to be not water—soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. The term also includes:
- (a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project.
  - (b) Effective January 1, 1997, except as provided in 2s. 403.707(13) (j), unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste, and
  - (c) De minimis amounts of other non-hazardous wastes that are generated at construction or destruction projects provided such amounts are consistent with best management practices of the industry.
- I. CONTRACTOR** shall mean the individual, firm, or corporation who or which agrees to perform the work or services as set forth in the Contract RFP and Contract Agreement.
- J. DESIGNATED RECOVERY FACILITY** shall mean the recycling/ processing center(s) specifically agreed upon by the Contractor and City for the recovery of recyclable materials.
- K. EXCLUDED ACCOUNTS** shall mean the business accounts listed within the City limits that are excluded from this Contract. **At the present time the only excluded accounts are the Clay County School system (See Exhibit C).**
- L. EXCLUDED WASTE** shall mean any and all debris and waste products generated by land clearing, building construction or alteration and hauled away by the respective Contractor (except do-it-yourself projects); public works type construction projects whether performed by a governmental unit or by contract; waste produced by governmental agencies other than the CITY OF KEYSTONE HEIGHTS; materials deemed by the City Manager to be hazardous waste and items not allowed at the County landfill or other approved landfill. Yard waste produced by landscape maintenance contractors is required to be hauled away by same, as well as tree removal debris is also considered excluded waste.

- M. GARBAGE** shall include and mean all accumulations of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in, or storage of meats, fish, fowl, fruit, vegetables, and any other matter, of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gasses or odors, or which, during and after decay, may serve as breeding or feeding material for flies and/or other germ carrying insects; bottles, cans, or other food containers which due to their ability to retain water may serve as a breeding place for mosquitoes or other water breeding insects, and does not include recyclables.
- N. NEIGHBORING COMMUNITY** shall mean municipalities within Clay County.
- O. PERFORMANCE BOND** shall mean the form of security approved by the City and furnished by the Contractor, as a guarantee that the Contractor will faithfully execute the work in accordance with the terms of the Contract and will pay all lawful claims.
- P. REFUSE** shall include and mean all garbage, dead animals, vegetative garden and yard trash, bulky wastes, household trash, commercial trash, and construction and demolition debris
- Q. ROLL OFF CONTAINERS** serviced by a specially equipped truck.
  - (a) **Roll-Off Compactor** shall mean a metal container with closed sides, ends and top and a compaction unit located within the unit used for storing commercial and industrial waste for transportation and disposal ranging in size from 17 to 40 cubic yards.
  - (b) **Roll-Off Open Top** shall mean metal open top container with closed sides normally used for construction and demolition debris collection and hauling with most common of sizes being 10, 20, 30 and 40 cubic yards.
- R. SOURCE SEPARATED** means the recovered materials are separated from solid waste where the recovered materials and solid waste are generated. The term does not require that various types of recovered materials be separated from each other and recognizes de minimis solid waste, in accordance with industry standards and practices, may be included in the recovered materials.
- S. SURETY** shall mean the party who is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the faithful performance of the Contract.
- T. TOTER –SMALL BUSINESS (AKA CART)** shall mean a container mounted on wheels and designed for ease of use and durability, of not less than ninety (96) gallons, unless approved by the City Manager or his designee, with an attached tight fitting lid.

Note: All toter/carts used for solid waste collection must bear the seal of the City of Keystone Heights or the contractors name or logo on two (2) sides and must be identified by being of a different color combination than that of toter/carts used for collection of solid waste, therefore these toter/carts to be used for recycling only.

- U. CITY** shall mean the CITY OF KEYSTONE HEIGHTS, Florida, a municipal corporation, acting through the City Council or City Manager, or official designated by the City Manager as the case may be.

- V. **CITY MANAGER** shall mean the City Manager or his/her designee.
- W. **TRASH** unless specifically provided to the contrary, the term trash shall include and mean commercial trash, household trash, and garden and yard trash as defined below.
- X. **VEGETATIVE GARDEN AND YARD TRASH** shall mean any and all accumulations of grass, palm fronds, leaves, branches, shrubs, vines, trees, tree stumps, and other similar items generated by the homeowner's maintenance of lawns, shrubs, gardens, and trees.
- Y. **WORK** shall mean and refer to the tasks to be performed under this contract agreement by the Contractor, including but not limited to the collection, transport, delivery and disposal of all Refuse, Bulky Waste, , Vegetative Garden and Yard Trash with or without a "claw" truck, Refuse using Roll-Off Containers; the furnishings, delivery, and pick-up of carts, Commercial Carts, Recycling Bins and Containers, Roll-Off Containers, and Recycling Containers Carts; the administration of and labor involved in performing the foregoing tasks; the obtaining, use, maintenance, and operation of equipment in furtherance of performance of this contract agreement; the marketing of Recyclable Materials; the establishment and operation of office facilities; the compliance with any safety regulations of laws, administrative rules or regulations, or ordinance; or the performance or non-performance of any requirements, duties, obligation, or tasks required to be performed by or for the Contractor pursuant to or as a result of this contract agreement. The contractor acknowledges from time-to-time residential units may have additional waste which must be placed outside of the cart and therefore agrees to collect all waste which may be placed out by the residential units so long as it is contained properly such as in an additional container, bagged or within a box.

## **SECTION 2 - SCOPE OF WORK**

Work will commence on October 1 2022. It is the intent of this Contract to provide for the total collection of all refuse in the CITY OF KEYSTONE HEIGHTS, Florida, with the exception of exclusions which are specifically listed herein.

### **A. COMMERCIAL UNITS**

Commercial customers shall be identified as, but not limited to, all office buildings, stores, filling stations, lodges, motels, laundries, hotels, all public buildings, food services, lodging establishments, service establishments, light industry, schools, churches, clubs, hospitals, nursing homes, condominiums and apartment buildings using mechanically emptied containerized collection or commercial cart collection.

- (a) **WHEN:** Refuse shall be collected Monday thru Friday between the hours or 7:00 AM and 7:00 PM not less than one time per week and at a greater frequency if required to protect the public health. Collection service for customers using containers emptied by mechanical means and commercial cart collection will be available one (1) day per week, and the frequency of service will be as mutually agreed upon by the customer and the Contractor. Requests for frequency of service less than one time per week must be approved by the City Manager. Bulk items such as furniture and appliances shall be collected one (1) time per week on the same schedule as the City's residential refuse collection. It shall be the

responsibility of the garbage and trash route driver to note bulk items that are set out and immediately radio in the item to be picked up to the Contractor's dispatcher. The pickup shall be scheduled within 72 hours after entry into the City's web based tracking system. Bulk items may also be called in by the customer and the Contractor will collect such items requested within 72 hours of the request.

- (b) **QUANTITY:** All refuse generated at commercial and industrial establishments shall be collected except for excluded wastes and recyclable material collection. Commercial and industrial establishments may contract for recyclable material collection independent of this Contract in accordance with State Statutes, the City of Keystone Heights Ordinances or the Clay County Commercial Recycling Ordinance, as adopted or as may be amended from time to time. Collection of commercial yard waste is optional as landscape maintenance Contractors may transport and dispose of generated commercial yard waste thereby considered excluded waste.
- (c) **WHERE:** It is the duty of the commercial owners/operators of such establishments to accumulate refuse in locations mutually agreed upon by the owners/operators and the Contractor, and which are convenient for collection by the Contractor. Where mutual agreement is not reached, the City Manager shall determine the location consistent with the ordinances and requirements of the City of Keystone Heights.
- (d) **HOW:** The Contractor shall make collections 7:00 A.M. thru 7:00 P.M. Monday thru Friday with as little disturbance as possible to business and commercial establishments. This work shall be done in a sanitary manner and any refuse spilled by the collector shall be picked up immediately by the Contractor's employees. The Contractor shall be responsible for returning the container to the enclosure, closing the container lids, doors and the screened enclosure doors or gates. It will be a requirement of the Contractor to properly spray the container as directed by the City with a sanitizing spray from the collection vehicle. In the event unsanitary conditions such as continually overflowing containers or otherwise inappropriately placed materials are encountered by the collection vehicle driver, it shall be his responsibility to immediately communicate the condition to the Contractor's dispatcher who shall in turn enter the location into the tracking system, if available, immediately notify the City Manager. Waste placed outside the container for pickup shall be collected and also be communicated to dispatch for entry into the tracking system for the purpose of either increasing their service or container size. It shall be the responsibility of the collection vehicle driver to immediately radio in any damage caused by his operation to the enclosure or gates thereto to the Contractor's dispatcher who will arrange for repairs at the Contractor's expense and immediately notify the City Manager.
- (e) **CONTAINERS**

Commercial and industrial establishments may use any of the following containers for accumulation of refuse:

- (1) Refuse containers as defined in this Contract, See definitions D, E & T

(2) Containers emptied by mechanical means.

(3) Dumpster containers shall be made available to commercial customers in not less than 96 gallon carts, 2, 4, 6, and 8 cubic yard capacities. Service to commercial customers shall be provided with the same size containers currently in use and with the same frequency of pick up unless otherwise requested by the business owner.

B. **PROPERTY OWNED, LEASED, RENTED AND CONTROLLED BY THE CITY OF KEYSTONE HEIGHTS – (EXHIBIT E)**

The Contractor shall empty all refuse containers used by the City as identified in Exhibit E. The schedule may be amended during the term of the Contract upon the direction of the City Manager. The City shall have the right to use regular commercial type trash containers, carts, or cans with covers. Servicing of these facilities shall be performed by the Contractor at no additional cost to the City.

C. **CHANGE IN COST OF DOING BUSINESS**

The fees or compensation payable to the Contractor for the second and subsequent years of the term hereof may be adjusted upward or downward as of December 1<sup>st</sup> of each year of the Contract upon written request to the City by the Contractor at least 90 days before the anniversary date. If requested, the rate adjustment shall be equal to 100% of the Consumer Price Index. For purposes herein, the term “CPI Index” means the Consumer Price Index for All Urban Consumers, South Size class D, for all items, for the preceding twelve (12) month Contract period. If that index ceases to be published, an equivalent index determined by the City. The CPI adjustment will only be applied to the cost component of collection and will not be applied to the disposal costs or the fuel increase portion of the CPI. The fuel adjustment portion of the CPI will be applied in **Paragraph E** below. The Contractor has the right to request a separate rate adjustment due to increases in disposal costs. If a CPI rate adjustment is not requested by the Contractor, the rate adjustment for that particular 12 month period shall be deemed waived and shall not be taken into consideration in the future rate adjustments. The City, upon approval by the City Manager for the rate adjustment, shall incorporate those changes into the Contract by written Contract amendment. The CPI index to be used will be from September to September for the previous twelve months. The City is not required to notify the Contractor for any increase or decrease in the CPI to the Contractor.

D. **UNUSUAL CHANGES OR COSTS**

The Contractor may petition the City on the anniversary date of the Contract for rate adjustments or at reasonable times on the basis of unusual changes in Contractor’s cost of doing business, such as revised laws, ordinances, or regulations, changes in location of disposal sites or changes in disposal charges.

E. **FUEL ADJUSTMENT COMPONENT**

The City shall adjust payments to the Contractor on an annual basis for either increase or decrease for the fuel cost to the Contractor for providing the service to the City as per the Contract. The fuel adjustment component (FAC) shall be adjusted on the first anniversary after the start date of the Contract with the base of fuel pricing being set at ten(10%) percent above the fuel pricing as per “On Highway Retail Diesel Price”



Lower Atlantic Region, U. S. Department of Energy, Energy Information Administration published on the Internet at:

[http://tonto.eia.doe.gov/oog/info/wohdp/diesel\\_detail\\_report.asp](http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report.asp)

This fuel adjustment component will not be considered within the CPI adjustment in **Paragraph C** above.

**Example:** Fuel cost as per the internet listing at the start date of the Contract:

\$3.00 per gallon	
<b>10% of rate</b>	.30
Base Rate	\$3.30
1 <sup>st</sup> annual	\$3.35
Rate increase	.05 per gallon

### **NOTIFICATION**

If the Contractor fails to notify the City in writing as per the above described format within ten (10) days of the end of each annual period the City will not consider the fuel adjustment for that given annual period.

If the contractor is using Compressed Natural Gas (CNG) the fuel adjustment component will be calculated in the same manner as above using the Henry Hub CNG fuel indexes and if this index ceases or is not available the City will use a like source of indexes for this fuel component.

- F. FAVORED NATIONS CLAUSE:** In the event a neighboring municipality negotiates a more favorable rate than the CITY OF KEYSTONE HEIGHTS for the provisions of the same or substantially the same services provided in this Contract with the Contractor of this Contract, the Contractor shall be required to upon execution of the Contract with the neighboring municipality reduce the rates charged to the City to be equal to or lower than the rates charged the neighboring municipality. Neighboring municipality shall mean municipalities within Clay County.

## **SECTION 3 - SCHEDULES AND ROUTES**

### **A. IN GENERAL**

The Contractor shall abide by the routes and schedules provided with the proposal documents. The City reserves the right to deny the Contractor'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, bridges or for other reasons determined by the City. The Contractor shall not interrupt the regular schedule and quality of service because of such street closures. Customers under this Contract shall be notified by the Contractor of the collection schedules to be provided. Individual route starting times and succession of pickup shall remain constant so as to promote and achieve regularity of service. Any and all route and/or schedule changes shall be approved by the City Manager.

The City Manager shall be notified of any route changes in the best interest of the general public and the City Manager reserves the right to change any such routes in the best interest of the general public with proper notification to the Contractor which will be not less than seven (7) days. Written notices of changes in schedules shall be

furnished to the customers by the Contractor, at least ten (10) days prior to the actual change in routes or schedules. The decision may be appealed to the City Manager and decision of the City Manager shall be final.

**NOTE:** The Contractor's attention is directed to the fact that at various times during the year, the quantity of refuse to be disposed of is materially increased by fluctuations in the amount of garden and yard trash. This additional work-load will not be considered as adequate justification for failure of the Contractor to maintain the required collection schedules and routes.

B. **STORM**

The Contractor shall have a disaster response plan for removal and disposal of excessive amounts of debris or refuse accumulated by reason of a storm of disastrous proportions, natural disaster, severe disturbance, riot, terrorist activity or other calamity. The Contractor will provide the City with a detailed plan specifically for the first seventy-two (72) hours of an event as described above and is required to update and review the plan, which will include pricing and terms for work to be performed, with the City annually before the start of the hurricane season. The City will agree to pay the FEMA rates stated at the time of the named event for the first seventy-two (72) hours. The City has the sole option of invoking a collection action following such an event listed above. Any additional collection required after the first seventy-two (72) hours of the named event the Contractor will revert to the pre agreed pricing and terms. The plan submitted by the Contractor must describe in detail the responsibilities of the Contractor. The Contractor agrees the City will have total and absolute authority to direct and monitor the Contractor during any such event of how, when and where action must be taken by the Contractor to accomplish the task of clean up and clearing of roads and property, and the Contractor will not be entitled to any reimbursement without the prior written authorization of the City for any action taken.

The Contractor shall have, at all times, written contracts with sub—contractor(s) for collection, hauling and disposal relating to the paragraph above should the Contractor not have sufficient resources of its own to affect a timely clean up. Such contract(s) should contain operational details and unit pricing for collection and hauling with actual disposal cost to be an add-on charge. The initial sub-contractor contracts are to be an addendum to this Contract with annual renewals to be reviewed and agreed to by the CITY OF KEYSTONE HEIGHTS. The Contractor's emergency response plan should also have operational details and unit pricing. Contractor and sub-contractor contracts must be reviewed and agreed to by the City prior to May 1st each year.

Should an event of the above magnitude occur, the City Manager or his designee and the Contractor will meet as soon as possible to formulate and agree upon a cleanup plan.

The City reserves the option to utilize the Contractor forces, Contractor's subcontractors, services other than provided by this Contract (City's own contractors), City forces, mutual aid contracts or any combination thereof.

C. **FORCE MAJEURE**

The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any

other cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third party contractors or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days, the City may, at its option and discretion, cancel or renegotiate this Contract.

D. **MISCELLANEOUS**

The Contractor shall not be responsible for scattered refuse unless the same has been caused by his acts or those of any of his employees, in which case, all such scattered refuse shall be picked up immediately by the Contractor. Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs or other animals in order to accomplish refuse collection in any case where the owner or tenants have such animals at large; in such event the Contractor shall immediately notify the customer and City Manager, in writing, of such conditions and of his inability to make collection because of such conditions.

F. **HOLIDAYS**

When a holiday falls on a regularly scheduled collection day, the Contractor may collect all solid waste, recycling or yard waste on the following day, excluding Sunday. Each Contractor shall list the holidays which will be exempt from the residential and commercial collection schedule as offered in the Contractor schedule. The Contractor will notify all residential and commercial customers of observed holidays. Notification can be made by way of direct mail, door hangers or newspaper advertisement one (1) week prior to the holiday date of non-collection. The notification must include a statement of the makeup day the waste, recycling or yard waste will be collected. Currently the observed holidays are as follows:

Thanksgiving Day  
Christmas Day

**SECTION 4 - DURATION OF CONTRACT**  
**COMMENCEMENT OF WORK**  
**EXTENSION OF CONTRACT**

- A. The term of this Contract shall be for a period of six (6) years with work commencing October 1, 2022, and terminating on September 30, 2028, unless terminated or breached at an earlier date.
- B. The Contractor must commence work on the date and year entered in Section 4-A. Failure to commence work on the specified date will result in forfeiture of the Proposal bond.
- C. The initial term of this Contract may be extended for additional year terms, under the existing terms and conditions or as modified through additional negotiations, if either party notifies the other in writing, not less than 180 days prior to the expiration of the initial term or subsequent term. This Contract may be extended with the mutual consent of both parties. Any extensions or modification of the initial Contract shall be ratified by resolution of the City Council and shall become a written amendment to the Contract.

**SECTION 5 – CONTRACTOR’S RELATION  
TO THE CITY**

**A. CONTRACTOR AS INDEPENDENT CONTRACTOR**

It is expressly agreed and understood that the Contractor is, in all respects, an Independent Contractor as to the work notwithstanding in certain respects the Contractor is bound to follow the direction of designated City officials, and that the Contractor is in no respect an agent, servant, or employee of the City. The Contract specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless otherwise provided in the Contract.

**B. SUBLETTING CONTRACT**

The Contract, or any portion thereof, shall not be sublet except with the prior written consent of the City Manager which may be withheld for any reason or for no reason. No such consent will be construed as making the City a party of or to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under this Contract, and despite any such subletting; the City shall deal through the Contractor. Subcontractors will be dealt with as workmen and representatives of the Contractor, and as such will be subject to the same requirements as to character and competence as are other employees of the Contractor.

**C. SUPERVISION OF CONTRACT PERFORMANCE**

The Contractor’s performance of this Contract shall be supervised by the City Manager and the Contractor shall be so notified in writing by the City Manager of the Contractor’s performance. If at any time during the life of the Contract, performance satisfactory to the City Manager shall not have been made, the Contractor, upon notification by the City Manager shall increase the force, tools and equipment as needed to properly perform this Contract. The failure of the City Manager to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and the manner specified by this Contract.

**D. CITY MANAGER OR HIS DESIGNEE’S AUTHORITY**

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

E. **INSPECTION OF WORK**

The Contractor shall furnish the City Manager with every reasonable opportunity for ascertaining whether or not the work as performed, is in accordance with the requirements of the Contract. The Contractor shall designate, in writing, the person to serve as agent and liaison between his organization and the City. The City Manager may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time. The Contractor shall admit authorized representatives of the City to make such inspections at any reasonable time and place with proper notice by the City to the Contractor, not less than twenty-four (24) hours in advance of the inspection.

F. **DISAGREEMENTS – REFUSE TO BE COLLECTED**

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

In the event a disagreement arises and refuse needs to be collected and disposed of, the City Manager may notify the Contractor of the location of refuse which has not been collected due to disagreement between the City and the Contractor, and it shall be the duty of the Contractor to remove all such refuse within twenty four (24) hours of the notice. Should the Contractor fail to remove the refuse, the City will remove the refuse. In the event the City is placed in a position to remove such waste the City will send a billing notice to the Contractor within seven (7) days for the cost of such removal services provided by the City to the Contractor by certified mail. The Contractor will be required to fully reimburse the City for the cost of such waste removal services within thirty (30) days of said notification. In the event the City successfully enters into an agreement with Clay County to place waste collection services on the County's Ad Valorem tax rolls the City shall deduct monthly costs as identified in the contractors introductory cover letter as contractors monthly billing cost per unit from the next scheduled payment to the Contractor.

G. **TAXES**

The Contractor shall pay all federal, state and local taxes, to include sales tax, social security, workmen's compensation, unemployment insurance, and other required taxes which may be chargeable against labor, material, equipment, real estate and any other items necessary to and in the performance of this Contract.

H. **CITY NOT LIABLE FOR DELAYS**

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

I. **REPORTS OF OPERATIONS**

Reports and billing by the Contractor are to be submitted to the City by the 10<sup>th</sup> of each month for the previous month.

- Used tire tonnage for all routes

- Commercial hand collection accounts, in alpha order, by service address, number of carts, days of collection, excess amounts collected in cubic yards and truck or route number
- Commercial cart collection report listing, in alpha order, service address, size, days of collection and truck or route number and the amount of tons or yards disposed of
- Commercial front load report listing, in alpha order, service address, dumpster size, days of collection and truck or route number and the amount of tons or yards disposed of.
- Commercial roll off report listing, in alpha order, service address, size and type of container, days of collection, truck or route number and the amount of tons or yards disposed of.
- Summary of service, request and complaint log and if requested by the City Manager a complete copy of the service, request and complaint log.

The roll off compactor and open top roll off reports are required monthly by service address, size of container, date pulled, number of pulls per month, copy of signed pull tickets and the amount of the gross billing minus the disposal cost.

## J. SCHEDULE OF PAYMENTS

For and in consideration of the full and complete performance of services to be performed by the Contractor pursuant with the terms and conditions of this Contract, the Contractor shall bill and collect the monthly service collection fee set forth within this Contract as per **Exhibit H** from each commercial establishment. The Contractor will deduct a service fee monthly equal to fifteen percent (15%) of the gross billing and remit the same to the City by the twentieth (20th) day of each month.

For and in consideration of the services to be performed by the Contractor pursuant to this Contract, the City agrees to authorize payments in accordance with this Contract through the City's billing agent to the Contractor as follows:

The Contractor will be paid no later than the 20<sup>th</sup> of each month, during the term of the Contract, based on the preceding month's customer and volume counts. The Contract payment will be made based on the monthly number of residential customers, by the City's billing agent. The City will retain the required fifteen percent (15%) service fee plus an amount equal to the monthly billing cost as identified within the contractors' introductory cover letter within its submission which will be deducted from the City's payment to the Contractor monthly. It will be the responsibility of the Contractor to submit to the City by the fifteenth day of the month payment of fifteen percent of all gross billing by the Contractor for all billing by the Contractor for commercial services or additional collection services or container rental billed by the Contractor during the previous month. All monthly commercial yardage, monthly commercial front load or rear load container rental or any other gross revenue billed by the Contractor, as identified in the proposal form **Exhibit H**, will be reported by the Contractor to the City by the fifteenth (15<sup>th</sup>) day of the month following such gross billing, along with payment of an amount equal to fifteen percent (15%) of the gross billing amount reported as a franchise fee during the initial Contract term. The City will adjust the franchise fee during the second Contract term, if renewed or extended, to twenty percent (20%). The City also reserves the right to adjust the franchise fee from time to time after written notification and negotiations with Contractor.

Note: The contractor will bill separately for all roll off accounts and additional charges

allowed under the Contract. The Contractor will remit to the City, on a monthly basis, by the fifteenth of the month following in which the work is performed, a report of all gross revenues which will include pull charges, lease or rental fees, delivery charges as well as any other billing within the City, along with a payment equal to fifteen percent (15%) of the gross revenues less disposal cost as a franchise fee or as adjusted from time to time.

K. **CANCELLATION OR ANNULMENT OF CONTRACT**

The Contractor and the City recognize that it is of paramount importance that the Contract be performed and the individual customers receive service. If the Contractor fails to begin work at the time specified, or fails to perform the work with sufficient number of workmen and sufficient and adequate equipment to ensure the proper and substantial performance of said refuse collection work, or performs the work unsuitably, or discontinues the prosecution of the work or any portion thereof, or for any other cause whatsoever, excepting only acts of God, does not carry on the work as aforesaid, or if the Contractor becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against him unsatisfied, and if the City, through its City Manager, gives notice of such default, and the Contractor or his surety fails to cure such default within seven (7) days after giving of such notice by the City, then the City may thereupon, by action of the City Council, declare the Contract cancelled. Upon declaration of cancellation, the City may, at no cost to the City or compensation to the Contractor, take over the work and take possession, without further notice to the Contractor and without judicial proceedings, of any and all equipment of the Contractor and operate the same in performance of the work and services described in this Contract for the unexpired term of the Contract, or for a period of three (3) months, whichever the City elects, or the City may enter into contracts with others for their performance of the work and services herein contracted for. Such cancellation of the Contract shall not relieve the Contractor or the surety of liability for failure to faithfully perform this Contract, and in case the expense incurred by the City in performing or causing to be performed the work and services provided for in this Contract shall exceed the proposal price of the Contractor, as provided in this Contract, then the Contractor (and the surety to the extent of its obligation) shall be liable to the City for said amount. Contractor's surety or security will not be released until such time as the term of this Contract would otherwise have expired.

L. **OPERATION DURING DISPUTE**

In the event the City has not cancelled the Contract in accordance with the terms provided above, and there remains a dispute between the Contractor and the City, the Contractor agrees to continue to operate and perform under the terms of this Contract while said dispute is pending, and agrees that in the event a suit is filed for injunction or other relief, to continue to operate the system until the final adjudication of the court. In the case of a dispute between the Contractor and the City, the Contractor agrees to continue to operate and perform under the terms of this Contract while said dispute is pending, and agrees that in the event a suit is filed for injunction or other relief, to continue to operate the system until the final adjudication of the court.

## **SECTION 6 - QUALITY OF SERVICE**

### **A. CHARACTER OF WORKMEN AND EQUIPMENT**

The direction and supervision of refuse collection and disposal and salvage operations shall be by competent, qualified and sober personnel, and the Contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City. No person convicted of a crime, crimes and/or repeated non-criminal violations of traffic laws which demonstrate a propensity to unfaithfully fulfill the duties of his employment such as, but not limited to, larcenous activity, aggravated battery or other violence, those relating to the operation of motor vehicles, and any crime for which civil rights have been removed within two (2) years, shall be employed by the Contractor. All subcontractors, superintendents, foremen and workmen employed by the Contractor shall be careful and competent. It is mandatory that the Contractor shall also provide uniforms with either a reflective safety vest or reflective safety shirt and name tag or badge. All employees utilized by the Contractor during the term of this Contract, shall be of a standing or affiliation that will permit the Contractor'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 employees' duties. The Contractor shall see to it that his employees serve the public in a courteous, helpful and impartial manner. Contractor's employees collecting garbage will be required to follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him. Care shall be taken to prevent damage to property, including shrubs, flowers and other plants. After emptying containers, employees shall return them to the same location from which they were taken, in an upright or inverted position, whichever is appropriate.

### **B. TEMPORARY WORKMAN and ILLEGAL ALIENS PROHIBITED**

Due to safety risks involved with the employment of temporary laborers as drivers and helpers, no temporary labor force will be allowed under this Contract without prior written authorization by the City Manager. Only employees covered by the Contractor's workers' compensation policy will be authorized to work within the City. No hiring of illegal aliens.

The Contractor acknowledges and agrees to abide by the U.S. Code Title 8, Chapter 12, 1324a, whereas it is unlawful for a person of other entity to hire, or recruit or refer for a fee, for employment in the United States an alien knowing the alien is an unauthorized alien (as defined in this section) with respect to such employment.

### **C. COOPERATION OF CONTRACTOR REQUIRED**

The Contractor shall cooperate with authorized representatives of the City in every reasonable way in order to facilitate the progress of the work contemplated under this Contract. The Contractor shall have at all times a supervisor in the City during the days the Contract work is being performed. This person shall be competent and able to communicate with the public. The Contractor will supply the Supervisor with mobile communication with a published phone number for direct contact with the City Manager as well as Residential and Commercial accounts for any situation that may arise. A daily roster of employees and equipment will be supplied to the City Manager on an "as



requested” basis.

D. **HANDLING COMPLAINTS AND REQUESTS**

The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. The Contractor shall maintain a local or toll free telephone listing in the name in which he is doing business as a Contractor and provide adequate local employees for those customers needing to contact him during collection hours Monday through Friday and after hours, an answering service will be provided. An electronic telephone answering machine will not be acceptable.

In order that the City may be informed of the quality of service, the Contractor must enter into the electronic tracking system all calls regarding complaints, requests and compliments from the commercial customers. The Contractor also agrees to provide a single point of contact in order for the City or more specifically the City Manager to have immediate access to Contractors personnel to deal with various situations which may arise from time to time. The Contractor agrees to furnish a monthly report of all complaints or request listing the name and address of the person complaining or requesting, the nature of the complaint or request and disposition of such complaint or request. All complaints or requests whether received in person, by mail, electronically or telephone, shall be recorded into the electronic tracking system as received. Complaints received before noon shall be serviced the same day and complaints received after twelve noon shall be serviced by twelve noon of the following day. Complaints not serviced and resolved satisfactorily within these time frames shall be considered as un-serviced legitimate complaints. For each month in which the number of un-serviced legitimate complaints reaches ten (10) or more, whether for garbage, trash, recycling or any other cause, the City shall be entitled to claim administrative charges / liquidated damages of one hundred (\$100) dollars per complaint including the first ten. Each complaint shall be considered legitimate unless satisfactory disposition of the claim is furnished. The decision of the City Manager shall be final.

E. **GUARANTEES OF PERFORMANCE**

**SURETY BOND**: The Contractor hereby deposits with the City a performance bond in the amount of fifty percent (50%) of the total annual proposal for the first year as a guarantee to the City as faithful performance under the terms of this Contract. In the second and subsequent years of the Contract, the surety bond shall be reduced to twenty five percent (25%) of the total estimated annual revenue as faithful performance under the terms of this Contract if the Contractor has complied with the Contract and the reduction has been approved by the City Manager. In no event shall the bond be less than \$ 75,000.00. This performance bond shall be written by a company with an A, Class 10, or higher financial rating as shown in Best’s Key Rating Guide.

**SECTION 7 - EQUIPMENT**

A. **TYPE**

The Contractor agrees at the start date of this Contract that all primary equipment used to provide the services as per the Contract within the City will be of a model age of 2020 or newer. The cherry picker/ claw truck and back up equipment is not required to be new. The Contractor shall during the term of this Contract, use vehicles, one (1) per route, with equipment used during the first year of the Contract to be model year 2015 or

newer, during the second year of the Contract all primary equipment used to provide the Contract services shall not be more than three years old in the third year of the Contract the primary equipment will not be more than four years old. The age of the primary equipment used in providing the Contract services shall be determined further each year of the Contract on a descending basis for years 4, 5, 6 and 7. Prior to any renewal or extension term of this Contract, all equipment and conditions of such equipment is subject to negotiations between the City and the Contractor. All equipment must be maintained and freshly painted, with bodies which are water tight to a depth not less than eighteen (18) inches, with solid sides, using pneumatic tires. All vehicles shall be equipped with operational radio transceiver capable of communicating with the Contractor's dispatcher from anywhere within the CITY OF KEYSTONE HEIGHTS. All collection vehicles used within the City must be maintained in a clean and sanitary condition at all times while operating within the City.

Prior to purchasing equipment it shall be the responsibility of the Contractor to determine the available space, turning radius, ceiling heights, etc. Replacement and additional vehicles shall be comparable equipment unless otherwise agreed by the City. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. See Section 7, Paragraph A. All areas of the City which have cul-de-sacs must be serviced with collection vehicles which have a short turning radius and does not require turning around in driveways, yards or on curbs. These collection vehicles must be compatible with the area being serviced whereas not to encroach on non-City property or roadways. Such areas are listed as troubled streets for servicing:

B. **CONDITION**

Equipment is to be maintained in a reasonable, sanitary, and safe working condition, to be painted uniformly, the company name, telephone number, and the number of the vehicle printed in letters not less than five (5) inches high, on each side front and rear of the vehicle, and vehicles shall be numbered and a record kept of the vehicle to which each number is assigned. No advertising other than Contractor's standard company logo shall be permitted on vehicles, carts, dumpsters, or roll off containers servicing KEYSTONE HEIGHTS. The Contractor is required to keep collection vehicles and commercial containers emptied by mechanical means, cleaned and painted to present a pleasing appearance. The Contractor shall submit, as part of the proposal, a schedule showing the frequency of the cleaning and painting of the vehicles. The Contractor shall at the beginning of the fourteenth month of the Contract, begin a program which will provide for each commercial customer to receive a reconditioned or new container during the succeeding twenty four (24) month period and each twenty four month period thereafter. It is the intent of this subsection to provide each customer who uses a container emptied by mechanical means, a new or renovated container on a regular schedule. This will include permanent roll off open top containers. Each commercial container must have stenciled month and date on front upper left hand corner 5" or larger.

The Contractor will submit to the City Manager, prior to the start date of this Contract, for the City Managers approval, a schedule showing how the change-out of containers is to be accomplished during the Contract term.

C. **OPERATION**

Each non-packer trash vehicle shall be equipped with a cover which may be a net with mesh not greater than one and one-half inches, 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 during loading operations or when parked, if the contents are likely to be scattered if not covered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from the Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a spill kit, pitch fork, rake, shovel and broom for this purpose. Safety equipment is also required, such as a fire extinguisher and triangle reflectors. The City Manager or his designee will have the authority to spot inspect the equipment during route operations for compliance. The 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. To the extent practical, the Contractor shall avoid pickup on major travel ways during the morning and evening rush hours.

D. **SAFETY STANDARDS**

The Contractor warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

**SECTION 8 - EMPLOYMENT  
AND WORKING CONDITIONS**

The Contractor shall comply with all applicable state and federal laws relating to wages and hours, and all other applicable laws relating to the employment or the protection of employees now or hereafter in affect. The Contractor is required and hereby agrees by accepting this Contract, 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.

**SECTION 9 - DISPOSAL OF REFUSE**

Refuse collected by the Contractor is currently disposed of at the Clay County disposal sites located at, 3545 Rosemary Hill Road, Green Cove Springs, Florida 32043. The Rosemary Hill Solid Waste Management Facility **is the closest Clay County Disposal location to the CITY OF KEYSTONE HEIGHTS**, The City will not be responsible for disposal fees charged by the County or other disposal operators for the Contractor to use any facility.

**SECTION 10 - COMPLIANCE WITH  
LAWS & REGULATIONS**

The Contractor hereby agrees to abide by all applicable federal, state, county and City laws and regulations. The Contractor and his surety indemnify and save harmless the City, all its officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or other decree, whether by himself,

his employees or his subcontractor. This clause shall apply not only during the term of this Contract, but also as to any claim, liability, or damages which are based on the Contractor's conduct during the term of this Contract and in the event the City is charged with the responsibility, jointly or severally, for the aforementioned conduct as a successor to the Contractor.

## **SECTION 11 - INSURANCE**

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this Contract and such insurance coverage has been approved by the City Manager of the CITY OF KEYSTONE HEIGHTS, nor shall the Contractor allow any subcontractor or sub-subcontractor to commence work on subcontracts or sub-subcontracts until similar insurance of the subcontractor or sub-subcontractor has been obtained and approved in writing by the City Manager or the City. All insurance required by this Section shall be with a company licensed to do business in the State of Florida, and be otherwise satisfactory to the City. All insurance shall issued by companies rated by A. H. Best's Rating Guide as A+ or better with a financial quality rating of VII or better. Insurance shall not be claims made insurance but shall be occurrence based.

### **A. WORKERS' COMPENSATION INSURANCE**

The Contractor shall provide and maintain during the life of this Contract, at the Contractor's own expense, Workers' Compensation Insurance for all of his employees, who are employed in connection with the work, and in case the work is sublet or sub-sublet, the Contractor shall require the subcontractor or sub-subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause each subcontractor or sub-subcontractor to provide adequate insurance coverage for the workers' compensation protection of his employees not under or otherwise protected.

### **B. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall provide and maintain during the life of this Contract, at its own expense, such public liability and property damage insurance, with the CITY OF KEYSTONE HEIGHTS being named as an additional insured, as shall protect the Contractor and any subcontractor or sub-subcontractor performing work covered by this Contract, from claims for property damage, which may arise from operations under this Contract, whether such operations be by itself or by a subcontractor or sub-subcontractor, or anyone directly employed by the Contractor, or subcontractor, or sub-subcontractor and the amount of such insurance shall be as follows:

#### **1. COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance, including coverage for operations, independent contractors, products-completed operations, contractual, broad form property damage, and personal injury on an "occurrence" basis insuring the Contractor and any other interests, including but not limited to any associated or subsidiary companies involved in the work.

Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the

ownership, maintenance or use of any motor vehicle used by the Contractor or in any way connected with the Work which is the subject of this Contract. The insurance shall include coverage for owned, hired, and non-owned vehicles.

THE LIABILITY INSURANCE SHALL NAME THE CITY AS AN ADDITIONAL INSURED.

The limit of liability shall be a combined single limit for bodily injury and property damage of no less than \$5,000,000. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$5,000,000.

C. **PROOF OF INSURANCE**

The Contractor shall furnish the City Manager, prior to the start of any operations under this Contract, satisfactory proof of carriage of the insurance required with a **certified** copy of the insurance policy with a completed and effective declaration page with an insurance company satisfactory and acceptable with the City. Certificates of insurance are not acceptable proof of insurance coverage. All such policies shall be issued by companies of recognized responsibility licensed by the State of Florida Insurance Councilor to do insurance business for the type of policy issued pursuant to this contract agreement in Florida and rated by Best's Insurance Reports or Best's Key Rating Guide or any successor publication of comparable standing as determined by the City and carrying a rating of A+ or better with a financial quality of at least VII or better or the then equivalent of such rating. Insurance required by this contract agreement shall be continuously maintained by the Contractor and all sub-contractors and sub-subcontractors, if any, with current copies of all policies and active and effective copies of all declaration pages being maintained in the offices of the CITY OF KEYSTONE HEIGHTS. No policy is acceptable to the City which can be canceled by the insurer in less than ten (10) days after the insured has received written notice of such cancellation provision of the policy. To be acceptable to the City, each insurance policy shall contain a clause substantially as follows:

“This policy cannot be canceled or non-renewed by the insurer in less than thirty (30) days after the insured has received written notice of such cancellation or non-renewal, and equal notification to the CITY OF KEYSTONE HEIGHTS.

In the event that the Contractor should fail for any reason to procure or maintain insurance coverage at the minimum amounts required herein or otherwise consistent with this Contract, or at the written request of the Contractor, the CITY, at the City's sole discretion, may secure insurance coverage at the Contractor's expense, or may declare the Contractor in default. The Contractor shall reimburse the CITY for the cost of such insurance coverage secured by the CITY within thirty (30) days of Contractor's receipt of an invoice from the CITY for such insurance coverage. The Contractor shall be responsible for the payment of any applicable deductibles set out in the insurance policy secured by the CITY. Any bill for insurance by the CITY shall be regarded as additional “Contractor Cost”, which if not paid within said thirty (30) day time period shall bear interest at the rate of ten percent (10%) per year on the amount so paid by the CITY; provided, that in no event shall the interest rate ever exceed the then lawful rate of interest. The City also reserves the right to withhold from the monthly payment to the Contractor any amounts due the CITY for securing such insurance.

**SECTION 12 - CITY HELD HARMLESS FROM  
INJURIES, DAMAGES AND CERTAIN OTHER  
ACTS OF THE CONTRACTOR**

Indemnification: The Contractor shall indemnify and hold harmless the CITY OF KEYSTONE HEIGHTS and its agents, officers, volunteers, and employees, both in their official and individual/personal capacities, from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and paralegals' fees and court and witness fees whether in litigation, appeal or as a part of settlement negotiations, arising out of or resulting from the Work (or non-performance thereof); provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission or as an act of intentional misconduct of the City, the Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed or contracted by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, except the Contractor shall not have to indemnify and hold harmless the City if such claim, damage, loss and expense is the result of the sole negligence or as an act of intentional misconduct of the City or of anyone employed by the City.

The Contractor agrees to indemnify and save the City and its agents, officers, volunteers, and employees, both in their official and individual/personal capacities, harmless from all suits or actions arising from the Contractor's infringement of patent, trademark, or copyright, including any acts or non-acts of subcontractors or sub-subcontractors or those individuals under the control or direction of any of the foregoing.

The Contractor agrees to indemnify and hold harmless the City and its agents, officers, volunteers, and employees, both in their official and individual/personal capacities, harmless from all suits or actions arising from any acts or non-acts by the Contractor, and subcontractors or sub-subcontractors or those individuals under the control or direction of any of the foregoing, without limitation, for any of the following:

Performance or the omission to perform the collection, transport, delivery, and disposal of Refuse, Bulk Waste, and Recyclable Materials, Vegetative Garden and Yard Trash with or without a "claw" truck, Refuse using Roll-Off Containers;

The furnishing or failure to furnish, deliver, or pick-up any Carts, Commercial Carts, Commercial containers emptied by mechanical means, Recycling Bins and Containers, Roll-Off Containers, and Recycling Carts;

The administration of or failure to administer this contract agreement;

The hiring or omission to hire or supervise any employees or labor in or for the performance of the Work pursuant to this contract agreement;

The obtaining, use, maintenance, and operation of equipment in furtherance of the performance of Work pursuant to this contract agreement;

The employment of or failure to employ safety measures or equipment in the performance of the Work pursuant to this contract agreement;

The marketing or Recyclable Materials;

The establishment and operation of office facilities;

The compliance with or failure to comply with any laws, administrative rules or regulations, or ordinances in the performance of (or failure to perform) the Work pursuant to this contract agreement; and

The performance or non-performance of any requirements, duties, obligations, or tasks required to be performed by or for the Contractor pursuant to or as a result of this contract agreement.

The City reserves the right to select its own attorneys and paralegals to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under this indemnification agreement, the cost and fees of which shall be timely and promptly paid for by the Contractor. Nothing contained herein is intended to nor shall it be construed to waive City's rights and immunities under the common law, the U.S. or Florida Constitution, or Section 768.28 Florida Statutes as amended from time to time. The Contractor agrees that this contract agreement or any subcontract or sub-subcontract hereof, or agreement relating to the collection of Refuse or Construction and Demolition Debris shall not be construed to be an agreement subject to Section 725.06 or 725.08, Florida Statutes, and the Contractor hereby waives any such claim in the event of an action to enforce this contract agreement and this section hereof.

This section shall be in addition to and separate from any insurance or bond provided for by or pursuant to this contract agreement. This section relating to indemnification shall survive the termination of this contract agreement.

### **SECTION 13 - ADMINISTRATIVE CHARGES/LIQUIDATED DAMAGES**

Should the Contractor fail to perform in accordance with the provisions of this Contract and/or refuse to pay liquidated damages upon receipt of invoice from the City, the City shall, in addition to the amounts provided in other provisions of this Contract, be entitled to claim against the performance bond of the Contractor as provided in Section 6, E; page 29, or deduct from the next regularly scheduled payment to Contractor, the following amounts, not as a penalty, but as Administrative Charges/liquidated damages for such breach of the Contract:

- (a) Failure to collect missed customers by 7:00 P. M. the same day when given notice before noon, or by 12:00 noon the following day when given notice between 12:00 noon and 5:00 P. M.

**See Section 6, D**

\$100 per incident, a maximum of  
\$300 per truck per day

- (b) Legitimate complaints over ten (10) in a single month.

**See Section 6, D**

\$100 per incident including the first ten (10)

- (c) Collection of commercial solid waste before 7:00 A.M. or after 7:00 P. M. Exceptions stated in **Section 2, A.**

**See Sections 2, A (d)**

\$100 per incident

- (d) Failure to clean spillage caused from commercial route vehicles leaking from collected garbage.  
**See Section 7, C**  
\$150 per incident
- (e) Failure to replace damaged commercial containers within five (5) days.  
  
\$100 per incident
- (f) Failure to handle waste receptacles carefully, thoroughly empty and return containers or garbage receptacles in a vertical upright position to original location as per Contract.  
**See Section 2, A (d)**  
\$250 per incident
- (g) Failure to repair damage to customer's property within seven (7) days.  
  
**See Section 6 and 12**  
\$200 per incident
- (h) Failure to provide clean, safe and sanitary equipment at beginning of each work schedule  
  
**See Section 7, B**  
\$500 per incident
- (i) Failure to maintain office hours and procedures such as local or toll free telephone numbers and local personnel as required.  
  
**See Section 2 and 6,D**  
\$200 per incident
- (j) Equipment operator not properly licensed  
  
**See Section 8**  
\$500 per incident
- (k) Failure to provide documents and reports in a timely and accurate manner as per Contract.  
  
**See Section 5, I**  
\$100 per incident
- (l) Failure to cover materials, if appropriate, on all collection vehicles.  
  
**See Section 7, C**  
\$100 per incident
- (m) Name and phone number not displayed on all equipment and containers.  
  
**See Section 7, B**  
\$100 per incident



- (n) Failure to comply with requested employee roster, proper uniforms and employee identification and safety equipment as per Contract.

**See Section 6, A**  
\$150 per incident

- (o) Failure to respond to complaints and customer calls in a timely and appropriate manner as per the “customer service policy” as agreed to by the City and the Contractor.

**See Section 6, D**  
\$200 per incident

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

**See Sections 3, A and 5, L**  
\$250 per day for each route not completed

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

**See Section 7, C**  
\$150 per incident

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

**See Section 5, I**  
\$150 per incident

- (s) Failure to provide monthly tonnage data reports.

**See Section 5, I**  
\$250 per incident

- (t) Failure to close gates on dumpster enclosures as well as container lids and locking all locks on commercial customer locations.

**See Sections 2, A (d)**  
\$250 per incident

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

**See Sections 7**  
\$500 per incident

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

**See Sections 5, I**  
\$250 per incident

- (w) Loaded vehicles left standing on street unnecessarily.

**See Section 7, C**  
\$150 per incident

- (x) Failure to drive in the proper direction.

**See Section 7 D**  
\$100 per incident

- (y) Failure to have the required number of functioning “clam” trucks available within the City at all times as required by

**Section 2, A (e)**  
\$250 per day

- (z) Failure to have all required equipment, such as rakes, brooms, shovels, spill kits and safety flares or triangles on board collection vehicles as all times during collection hours.

**See Section 7, C**  
\$250.00 per incident

Each complaint shall be considered legitimate, unless satisfactory evidence to the contrary is furnished to the City Manager by the Contractor. The decision of the City Manager shall be final.

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

**Note: The Contractor has the right to cure service problems, which are stated guidelines within the Contract. Failure to cure in a timely manner and within the guidelines of the Contract shall constitute failure to perform in accordance with the provisions of this Contract and the City may levy liquidated damages and shall have the right to other remedies and to termination as elsewhere provided.**

#### **SECTION 14 - CITY ORDINANCES**

Except as otherwise provided, nothing contained in any ordinance of the City hereafter adopted, pertaining to the collection of garbage and trash shall in any way be construed to affect, change or modify or otherwise alter the duties, responsibilities and operation of the Contractor in the performance of the terms of this Contract. It is the intention hereof that the Contractor be required to strictly perform the terms of this Contract, regardless of the effect or interpretation of any municipal ordinances which in any way relate to garbage and trash and which are clearly inconsistent with this contract agreement.

**SECTION 15 - AMENDMENTS**

The City shall have the right to amend this Contract from time to time as necessary to comply with federal, state and local laws and regulations, as amended from time to time. Such amendments shall take effect within thirty (30) days of the Contractor’s receipt of the written amended Contract. Amendments which are consistent with the purposes of this Contract may be made with the mutual consent, in writing, of the parties and in accordance with the City Charter and other applicable laws and ordinances.

**SECTION 16 - NOTICES**

Notices for purposes of the Contractor as called for under this Contract should be forwarded to:

\_\_\_\_\_  
District Manager  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Notices to the City should be forwarded to:

**City Manager  
CITY OF KEYSTONE HEIGHTS  
555 S. Lawrence Blvd.  
KEYSTONE HEIGHTS, Florida 32656-7839**

All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person; or dispatched by certified U.S. mail, postage prepaid, return receipt requested, addressed as set forth above; dispatched by nationally recognized overnight courier (*i.e.* – Federal Express, United States Postal Service, United Parcel Service, *etc.*), delivery paid for by the party giving notice, addressed as set forth above. Notice shall be interpreted as having been given upon delivery, if hand delivered, or upon deposit into the U.S. mail, or with an overnight courier, if given as set forth above. A party to this contract agreement may unilaterally change its address or addresses by giving notice in writing to the other party as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

**SECTION 17 - ASSIGNMENT AND  
CHANGE OF CONTROL**

**A. Assignment, Changes in Ownership and Subletting of Contract**

- (1) Neither this Contract, nor any portion hereof or the duties set forth herein, shall be assigned or sublet. Any change in ownership shall be construed as an assignment of this contract. There will be no assignment of this contract except with the prior written consent of the City Council, which may be withheld for any reason. No

such consent will be construed as making the City a party of or to such transfer or assignment, or subjecting the City to liability of any kind to any subcontractor. Assignment, changes of ownership or subletting of Contract shall be a direct or indirect, by gift, assignment, voluntary sale, merger, consolidation or otherwise, of twenty five percent (25%) or more at one time within a one hundred and eighty (180) period of the ownership or controlling interest of Contractor, or fifty percent (50%) cumulatively over the term of the Contract of such interest to a corporation, partnership, trust, or association, or person or group of persons acting in concert or a change in control. A “transfer” shall include but not limited to any transfer or assignment to a person controlling, controlled by, or under the same common control as the Contractor at the effective date of this Contract. Moreover, transfer shall not mean a public offering issuance which either changes the Contractor status from a privately held corporation to that of a publicly held corporation or which is intended to provide additional capitalization for the Contractor, provided the public offering does not result in a change in Contractor’s management personnel. Within the term of this Contract and any subsequent renewals if an assignment or transfer of this Contract is granted by the City, the Contractor will pay the City an assignment/transfer fee for the first assignment/ transfer in the amount of twenty five thousand dollars (\$25,000.00) for a second and all subsequent assignment/ transfers the Contractor will pay the City fifty thousand dollars (\$50,000.00) upon such consent for said assignment or transfer.

- (2) No assignment or subcontract shall, under any circumstances, relieve the Contractor of the liabilities and obligations under this Contract, and despite any such assignment, the City shall deal through the CONTRACTOR. Subcontractors shall be dealt with as employees and representatives of the CONTRACTOR and, as such will be subject to the same requirements as to character and competence as are other employees of the CONTRACTOR.

#### **SECTION 18 - SEVERABILITY**

If any article, section, provision, sentence, phrase, or word of this Contract or of any supplements or riders thereto, should be held invalid, unenforceable, unconstitutional, by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any supplements or riders thereto or the application of such article or section to persons or circumstances other than those to which it has been held invalid, unenforceable, unconstitutional, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

#### **SECTION 19 – GOVERNING LAW**

The laws of the State of Florida shall govern this Contract and the venue for any litigation arising out of the Contract shall be in Clay County, Florida, or in the U.S. District Court for the Middle District of Florida, Jacksonville Division.

#### **SECTION 20 – ATTORNEY’S FEES**

In the event of litigation arising out of or interpreting the terms and conditions of this Contract, if the City is successful, the Contractor shall pay the City’s attorneys’ and paralegal fees and court costs.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate original this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS: \_\_\_\_\_ THE CITY OF KEYSTONE HEIGHTS  
By: \_\_\_\_\_  
City Manager

WITNESS: \_\_\_\_\_ Attest: \_\_\_\_\_  
\_\_\_\_\_  
Administrative Clerk

Contractor \_\_\_\_\_ By: \_\_\_\_\_  
Print Name

WITNESS: \_\_\_\_\_ Signature: \_\_\_\_\_  
\_\_\_\_\_ Title: \_\_\_\_\_

APPROVED:  
\_\_\_\_\_  
City Attorney

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_ before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared \_\_\_\_\_, well known to me to be \_\_\_\_\_ of \_\_\_\_\_ and that he/she executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

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

# EXHIBIT A

EXHIBIT A  
City of Keystone Heights  
Commercial Rate Schedule

Service Code & Description	Invoice Catalog Item Description	MONTHLY RATE
1 96 gallon cart once a week	Hauling - 1 96g gallon cart for MSW Commercial	\$ 33.73
2 96 gallon cart once a week	Hauling - 2 96 gallon carts for MSW Commercial	\$ 61.38
2F1 - 2 Yd FEL 1x Wk	Hauling - 2 Yard FEL for MSW Commercial	\$ 255.65
2F2 - 2 Yd FEL 2x Wk	Hauling - 2 Yard FEL for MSW Commercial	\$ 483.23
4F1 - 4 Yd FEL 1x Wk	Hauling - 4 Yard FEL for MSW Commercial	\$ 293.94
6F1 - 6 Yd FEL 1x Wk	Hauling - 6 Yard FEL for MSW Commercial	\$ 359.64
6F2 - 6 Yd FEL 2x Wk	Hauling - 6 Yard FEL for MSW Commercial	\$ 689.78
4C1 - 4 Yd FEL Compactor 1x Wk	Hauling - 4 Yard FEL Compactor for MSW Commercial	\$ 413.56
8F1 - 8 Yd FEL 1x Wk	Hauling - 8 Yard FEL for MSW Commercial	\$ 368.73
8F2 - 8 Yd FEL 2x Wk	Hauling - 8 Yard FEL for MSW Commercial	\$ 884.32

**EXHIBIT B**

**COMMERCIAL ACCOUNTS**




# INVOICE

Page 1 of 2

**Customer ID:** 2-66112-12370  
**Customer Name:** CITY OF KEYSTONE HEIGHTS  
**Service Period:** MONTHLY BILLING  
**Invoice Date:** 05/03/2022  
**Invoice Number:** 0067020-4031-9

RECEIVED MAY 11 2022 *541340*

How To Contact Us	Your Payment Is Due	Your Total Due
<p align="center"><b>Visit <a href="http://wm.com">wm.com</a></b></p> <p>To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup</p> <p align="center">   <b>Customer Service:</b>  <b>(904) 695-0500</b> </p>	<p align="center"><b>Due Upon Receipt</b></p> <p>If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.</p>	<p align="center"><b>\$884.32</b></p> <p align="center"><b>POSTED</b></p>

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
884.32		(884.32)		0.00		884.32		<b>884.32</b>

DETAILS OF SERVICE				
<b>Details for Service Location:</b>		<b>Line of Business: Commercial</b>	<b>Customer ID: 2-52714-12372</b>	
Keystone Heights Beach, 7399 Sunrise Blvd, Keystone Heights FL 32656			<b>Service Period: 05/01/22-05/31/22</b>	
Description	Date	Ticket	Quantity	Amount
8 Yard Dumpster 2X Week	05/01/22		1.00	884.32
Total Charges for Service Location				884.32
<b>Invoice Charges - Master Account:</b>		<b>Line of Business: Roll Off</b>	<b>Customer ID: 2-66112-12370</b>	
City Of Keystone Heights, PO Box 420, Keystone Heights FL 32656			<b>Service Period: MASTER</b>	
Description	Date	Ticket	Quantity	Amount
MASTER ACCOUNT FEL				0.00
<b>Total Invoice Charges</b>				<b>0.00</b>

**Commercial Front Load & Rear Load Containers**

All front load & rear load accounts

Rates per

Total 31

Number of pickups are 2 times per week except the following;

**Special FEL Account:**

One (1) FEL trailer type unit for the City’s use

**Commercial Front Load Compactors**

1-4 yd.

See ADS Billing Sheet **Exhibit A**

**Commercial Open Top Roll Off**

**Permanent open top roll off**

Presently there are no permanent open top roll offs within the City

**Roll Off Compactors**

\_\_\_ - 25 yd compactor accts. generating approx \_\_\_ pulls/mo.

\_\_\_ - 30 yd compactor accts. generating approx \_\_\_ pulls/mo.

\_\_\_ - 34 yd compactor accts. generating approx \_\_\_ pulls/mo.

\_\_\_ - 35 yd compactor accts. generating approx \_\_\_ pulls/mo.

\_\_\_ - 40 yd compactor accts. generating approx \_\_\_ pulls/mo.

Presently the City is not aware of any Roll Off compactors within the City.

**Commercial Recycling  
Mechanical Containers**

At present the City does not have any accounts for this service except for City properties included in **Exhibit E**.



**EXHIBIT C**

**EXCLUDED COMMERCIAL ACCOUNTS**

**Clay County Schools**

**Keystone Heights Elementary  
335 SW Pecan St.  
Keystone Heights, FL 32656  
(352)473-4844**

**Keystone Heights High School  
900 Orchid Ave.  
Keystone Heights, FL 32656  
(352)473-2761**

**EXHIBIT D**

**CITY OF KEYSTONE HEIGHTS**  
**Current Solid Waste and Recycling Ordinance**

**ARTICLE I. SOLID WASTE**  
**DIVISION 1. CONTAINER REGULATIONS**

**Sec. 5-1. Receptacle required.**

Each single-family residence within the corporate limits of the city shall provide at least one metal or other suitable garbage can or receptacle of the specifications hereinafter provided, and each multiple family residence or apartment building shall be equipped with one metal or other suitable garbage can or receptacle for each family residing in such residence or apartment building which garbage can or receptacle shall be of the specification hereinafter provided. Each store, hotel, restaurant or other place of business located within the corporate limits of the city shall be equipped with such garbage can or receptacle as may from time to time be specified by the city.

('77 Code, § 11-1)

**Sec. 5-2. Use of receptacles.**

The city shall prescribe the proper use of all solid waste receptacles within the city limits and shall provide for pickup and disposal of the contents of same.

('77 Code, § 11-2; Am. Ord. 91-198, passed 9-24-91)

**Sec. 5-3. Disposal requirements for business establishments.**

Each such garbage can or receptacle located at a place of business shall be emptied and the contents disposed of as may from time to time be required by the city.

('77 Code, § 11-3)

Editor's note(s)—For penalty, see Section 5-34.

**Sec. 5-4. Maintenance; location.**

All solid waste receptacles located within the city limits shall be maintained in a sanitary manner. Receptacles must have handles and adequate closure and be of a condition wherein the contents of same are secure. Receptacles will be placed at curb side only on days of collection and shall otherwise be stored at a location reasonably secured from domestic animals.

('77 Code, § 11-4; Am. Ord. 91-198, passed 9-24-91)

Editor's note(s)—For penalty, see Section 5-34.

**Sec. 5-5. Unlawful transportation of garbage.**

It shall be unlawful for any person, except those employed by or acting under the authority of the city, to transport garbage within the corporate limits of the city. ('77 Code, § 11-4.2; Ord. passed 10-11-66)

Editor's note(s)—For penalty, see Section 5-34.

**Sec. 5-6. Burning or burying garbage.**

No garbage or trash shall be burned or buried within the corporate limits of the city. ('77 Code, § 11-5)

Editor's note(s)—For penalty, see Section 5-34.

**Secs. 5-7—5-19. Reserved.**

**DIVISION 2. SOLID WASTE USER FEE**

**Sec. 5-20. Title.**

This division shall be known as the Solid Waste User Fee Ordinance. (Ord. 88-173, passed 10-11-88)

**Sec. 5-21. Purpose.**

The purpose of this division is to establish funding for proper solid waste disposal by imposing a users' fee on owners whose properties generate solid wastes as defined in Section 5-22.

(Ord. 88-173, passed 10-11-88)

**Sec. 5-22. Definitions.**

For the purpose of this division, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**Civic/church** means the use of an improved lot, parcel, property or unit by a bona fide tax-exempt civic, charitable or religious organization, including a church or synagogue.

**Clerk** means the city clerk of Keystone Heights.

**Commercial/professional/industrial** means a lot, parcel, property or unit that has a structure or improvement upon it an which is used for any purpose other than residential/civic/church.

**Council** means the city council of Keystone Heights.

**Fixed charge** means that component of the user fee that varies by use classification, and is set by rate resolution pursuant to this division.

**Garbage** means food items, bottles, cans, newspapers or other paper products, boxes, clothing, and all other normal waste.

**Multi-family residential** means any structure suitable or commonly used for residential purposes which does not qualify as single-family residential and is not a mobile home held in inventory by a mobile home dealer.

**Single-family residence** means any structure suitable or commonly used for residential purposes by a single family, whether fixed, modular or mobile, whether occupied or vacant, except mobile homes held as inventory by a mobile home dealer.

**Solid wastes** means any sludge from a waste treatment device or plant; water treatment device or plant; air pollution control device or plant; garbage; trash; rubbish; refuse, including tree or hedge trimmings, leaves, or other plant materials, or other discarded material of any kind, including, but not limited to, any solid, liquid, semisolid or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations, except raw human excreta.

**Trash** means limbs, leaves, branches, brush, and all products of general lawn and garden cleaning.

**Unit** means a single family residential abode within or part of a multi-family residential use; or a business, commercial or professional use of a parcel or structure that uses less than the entire parcel as defined in the tax parcel records of the property appraiser of Clay County.

**User fee** means an amount charged the record owner of each lot, parcel, property or unit not owned by the city, within the city. *User fee* consists of the sum of a fixed charge and a variable "tipping fee" times tonnage allowance per property classification.

**User fee account roll** means a list in alphabetical and in standard tax-roll (address) order of lots or parcels or properties and unit for which user fees are, or may be, due. The roll shall include at least the following information:

- (1) The real estate tax parcel number or numbers for each account.
- (2) The name, mailing address, if different than the address of the parcel, of the owner and the owner's telephone number if any.
- (3) The address of the lot or parcel or property or unit.
- (4) The legal description of the lot or parcel or property or unit as reflected in the tax parcel.
- (5) The classification of the lot or parcel or property or unit as to use and exemption status.
- (6) The account number for statement purposes; the amount due and payable; and account history.
- (7) If the lot or parcel or property is one that requires user fee imposition by unit, then the list shall show the number of units.

The user fee roll may be duplicated electronically.

**Variable or tipping fee** means that component of the user fee which may change from time to time without action of the city council which represents the actual charge to the city of disposing of city solid wastes in a landfill and which is charged the city by the owner or operator

of the landfill. This component shall be passed through to the user, prorated on a volume or weight basis as provided in the ordinance.

(Ord. 88-173, passed 10-11-88)

### **Sec. 5-23. Classifications.**

The following classification for collection of user fees are created:

- (1) *Class I.* Single-family residential/civic/church.
- (2) *Class II.* Multi-family—Residential.
- (3) *Class III.* Commercial/professional/industrial/civic/church, generating less than five cubic yards of solid waste per week.
- (4) *Class IV.* Commercial/professional/industrial/civic/church, generating five or more but less than ten cubic yards of solid waste per week.
- (5) *Class V.* Commercial/professional/industrial/civic/church, generating more than ten cubic yards of solid waste per week.
- (6) *Class VI.* Multiple rates on one parcel, property, or unit of commercial/professional/industrial/ civic/church which has different types of users in a single building.
- (7) *Class 0.* Exempt parcels or properties (city, county offices including Rescue house, HRS health center, senior citizen center and public schools).

(Ord. 88-173, passed 10-11-88; Am. Ord. 89-183, passed 10-10-89)

### **Sec. 5-24. Imposition of user fee and creation of Solid Waste Revenue Fund.**

- (a) There is hereby imposed on every parcel, property or unit located within the city, not owned by the city or otherwise exempted by law, a user fee to be paid as provided in this division. All revenues generated by this division shall be paid into the Solid Waste Revenue Fund of the city, which is hereby created, and shall be used to provide solid waste disposal services to the citizens of the city as the council, by ordinance or annual rate resolution, may ordain.
- (b) The users fee imposed shall be by classification and amount provided by this division or as may be provided from time to time by user fee rate resolution of the council.

(Ord. 88-173, passed 10-11-88)

### **Sec. 5-25. Reserved.**

### **Sec. 5-26. Exemptions.**

The use fee imposed shall not be waived or abated except under Class 0 or as follows:

- (1) A building whether residential/commercial/professional/industrial or civic which is vacant, unoccupied and producing no solid waste shall be exempted from the variable (tipping) fee but not from the fixed charge portion of the user fee on a per-billing basis

provided the record owner thereof files an affidavit of temporary vacancy with the clerk. If only a portion/unit of a building is vacant the variable (tipping) fee shall be divided by the number of units in the building and only the portion vacant shall be exempt from the tipping fee but not exempt from the fixed charge portion. If any owner is caught in violation, the owner shall lose his exemption on a permanent basis.

- (2) A record owner of an owner-occupied dwelling who is 62 years of age or older, and whose income from all sources, in combination with the incomes of all other occupants of the dwelling, is below the United States Department of Labor poverty level, may file an application of financial disclosure and last year's income tax statement. Such application will be presented to the waste committee for review before acceptance. The accepted exemptions shall be effective for the balance of that city budget year and shall lapse thereafter unless renewed by application by the affiant.

(Ord. 88-173, passed 10-11-88; Am. Ord. 89-183, passed 10-10-89)

**Sec. 5-27. Solid waste user fees.**

At the time of the hearing on the annual city budget and after due notice, the Council shall adopt a budget for expenditures from the fund for solid waste collection and disposal. The council may as part thereof, by resolution modify the user fee rate structure. The council may also alter the user fee rate structure by resolution at any time during the course of a fiscal year.

(Ord. 88-173, passed 10-11-88; Am. Ord. 2008-471, passed 7-21-08)

**Sec. 5-28. Reserved.**

**Sec. 5-29. Creation of user rate roll.**

The clerk shall create, and maintain, the user rate roll, as defined, within 30 days of the adoption of this division. The clerk shall assure the roll is current and available to the council, mayor and to the public for inspection at all reasonable times.

(Ord. 88-173, passed 10-11-88)

**Sec. 5-30. Clerk to be billing officer.**

The clerk shall be responsible for the billing and collection of user fees provided hereunder. The clerk may, with the prior approval of the council, employ additional staff or contract with the private sector for the billing and collecting thereof. The clerk shall report the status of the account to the council 30 days after the beginning of a billing period.

(Ord. 88-173, passed 10-11-88)

**Sec. 5-31. Initial user fee rate schedule.**

Initial user fee rates shall be set by city council by annual resolution.

### **Sec. 5-32. Keystone Airport.**

Keystone Airport properties, owned by the city, shall not be included in this division but shall have waste management responsibilities defined in any leases granted by the city.

(Ord. 88-173, passed 10-11-88)

### **Sec. 5-33. Billing and collection of user fees.**

- (a) The fees imposed by this division shall be payable in advance beginning December 1, 1988 and periodically thereafter as provided. Same shall be delinquent after the fifteenth day of the month in which the fee was due. All delinquent user fees shall incur a late charge equal to one-half of the fixed cost portion thereof and shall, in addition thereto, bear interest at the rate of 1.5 percent per month on the unpaid balance.
- (b) The clerk shall mail statements to the owners of each account, not less than ten days before such user fee is due and payable. The mailed statements shall include an explanation of late charges, and fees for the collection of any accounts in arrears, which may include the clerk's costs, collection agency costs, attorneys' costs, attorneys' fees, and court costs.
- (c) Any fee remaining unpaid 30 days after due, shall be billed and sent to the record owner of the parcel with the appropriate past due notations. Such statement shall be sent by certified mail, return receipt requested with the cost of such mailing being added to the unpaid balance.
- (d) Unpaid user fees, late charges, interest, reasonable costs of collection including reasonable collection agency costs, clerk's cost, attorneys fees and court costs shall be charged against any user who has not paid. All of the various fees and charges which may be assessed against a delinquent account shall constitute a lien on the property or parcel for which they were incurred. Such liens may be foreclosed as provided by law.
- (e) In addition to any other remedy provided by law, the city clerk may bring an action in the name of the city in the appropriate court for collection of unpaid user fees, including interest, late charges and costs of collection including attorneys fees.
- (f) All past due accounts, which are two cycles delinquent on September first of each year shall be published in newspaper of general circulation in the City of Keystone Heights, Florida, within the month September of each year. The charges for publishing these delinquent accounts shall be prorated to each and every one of the accounts which is delinquent and which may be published in the newspaper of general circulation. The publication of the delinquent accounts shall be accompanied by a full publication of Section 5-33, Code of Ordinances, Keystone Heights, with the names and addresses of those with delinquent accounts.
- (g) *Billing and collection of user fees.* The city may withhold services from any property which has incurred fees and charges which remain unpaid 30 or more days after becoming due.

(Ord. 88-173, passed 10-11-88; Am. Ord. 94-226, passed 10-18-94; Am. Ord. 98-279, passed 9-1-98; Am. Ord. 05-403, passed 8-9-05)

**Sec. 5-34. Penalty.**

Whoever violates any provision of this chapter shall be fined not more than \$500.00 or imprisoned for not more than 60 days, or both fined and imprisoned. Each day of violation shall constitute a separate offense.

('77 Code, § 1-8)

Whoever violates any provision of this chapter shall be fined not more than \$500.00 or imprisoned for not more than 60 days, or both fined and imprisoned. Each day of violation shall constitute a separate offense.

('77 Code, § 1-8)

**Secs. 5-35—5-40. - Reserved.**



**EXHIBIT E**

**CITY PROPERTY**

The Contractor shall furnish containers and collect garbage, trash, vegetative yard waste, used tires, and recycling containers in accordance with the contract at no cost to the City for the following lists.

**City Property to be serviced**

**City Hall 555 S. Lawrence Blvd.:**

**1-6yard FEL 2x per week for garbage**

**1-6 yard FEL 1x per week for cardboard**

**1-96 gallon cart/cart 1x per week for recycling**

**Public Works behind City Hall:**

**Clam shell collection of loose yard waste as necessary**

**May also require special call in around the City approximately six (6) times per year.**

**FRONT END CONTAINERS**

**CARTS**

**HAND PICKUP**

**RECYCLING**

**ROLL OFF**

**EXHIBIT F**

**Special Events**

LIST OF SPECIAL EVENTS

Fourth of July Celebration

Up to six (6) events throughout the fiscal year

Contractor to provide service at no additional charge

In addition to waste collection services the contractor will supply cardboard box containers with the contractor's name and logo on each collection container at no charge to the city.

**EXHIBIT G**

**FLORIDA STATUTES PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of public entity)

By \_\_\_\_\_  
(print individual's name and title)

For \_\_\_\_\_  
(print name of entity submitting sworn statement)

Whose business address is

\_\_\_\_\_  
\_\_\_\_\_

And (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement

---

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term

“affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length Contract, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

\_\_\_\_\_Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

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

---

(Signature)

Sworn to and subscribed before me this \_\_\_\_day of \_\_\_\_\_, 2022

Personally  
known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Type of Identification  
\_\_\_\_\_

Notary Public – State of \_\_\_\_\_

My Council expires \_\_\_\_\_

\_\_\_\_\_  
(Print, typed or stamped Council name of  
notary public)

**NON-COLLUSION STATEMENT**

CERTIFICATION OF NON-COLLUSION

The Contractor being sworn, disposes and says,

---

---

The Contractor submitting this and its agents, officers or employees have not directly or indirectly entered into any Contracts, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this request for proposal.

---

SIGNATURE (AUTHORIZED)

---

COMPANY NAME

---

TITLE

---

DATE

**DRUG FREE WORKPLACE**

**DRUG FREE WORKPLACE FORM**

The undersigned contractor in accordance with the Florida Statue 287.087 hereby certifies that \_\_\_\_\_ does:

1. Publish a statement notifying 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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, any Available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that 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 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of Paragraph 1, through Paragraph 5.

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature & Title

**EXHIBIT H**

**PRICING SHEETS**

**Pricing sheet - 7 Years**

**CART SYSTEM**

**RESIDENTIAL CART COLLECTION AND DISPOSAL SYSTEM, 96 GALLON CARTS**

**Contractor to supply all carts and maintenance of carts.**

**Same Collection Days, Alternative Proposals will be accepted**

**Residential curbside collection of refuse:**

1 x per week Residential curbside refuse collection	\$_____ Monthly
Fuel Component	\$_____ Monthly
Disposal Component	\$_____ Monthly
1x per week collection of Yard Trash	\$_____ Monthly
Fuel Component	\$_____ Monthly
Disposal Component	\$_____ Monthly
1x per week collection of Recycling	\$_____ Monthly
Fuel Component	\$_____ Monthly
Disposal Component	\$ <u>N/A</u> Monthly
1 x per week of bulk collection component:	\$_____ Monthly
Fuel Component:	\$_____ Monthly
Disposal Component	\$_____ Monthly
<b>Total: 1x per week Residential Collection</b>	<b>\$_____ Monthly</b>
<b>Monthly Cost for second cart:</b>	<b>\$_____ Monthly</b>



**Pricing Sheet - 7 Years**

Centralized Multi-Family Recycling collection cart:  
(This is to be a Per Unit Price) \$\_\_\_\_\_ Monthly

Fuel Component: \$\_\_\_\_\_ Monthly

Disposal Component \$ N/A Monthly

Total: Multi-Family Per Unit \$\_\_\_\_\_ Monthly

**COMMERCIAL CONTAINER COLLECTION AND DISPOSAL RATE**

Commercial Cart Collection: \$\_\_\_\_\_ Monthly

Fuel Component: \$\_\_\_\_\_ Monthly

Disposal Component \$\_\_\_\_\_ Monthly

**Total per Commercial Cart Monthly: \$\_\_\_\_\_ Monthly**

Commercial Hand Pickup Collection: \$\_\_\_\_\_ Monthly

Fuel Component: \$\_\_\_\_\_ Monthly

Disposal Component \$\_\_\_\_\_ Monthly

**Total Commercial Hand Pickup Monthly: \$\_\_\_\_\_ Monthly**

Pricing Sheet - 7 Years

**Monthly collection Rate for Front Load Containers**

<b>Size</b>	<b>1x</b>	<b>2x</b>	<b>3x</b>	<b>4x</b>	<b>5x</b>	<b>6x</b>	<b>7x</b>	<b>Extra Pick Up</b>
<b>2 CY</b>								
<b>Collection</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Fuel</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Disposal</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>4 CY</b>								
<b>Collection</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Fuel</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Disposal</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>6 CY</b>								
<b>Collection</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Fuel</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Disposal</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>8 CY</b>								
<b>Collection</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Fuel</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Disposal</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>FEL Compacted</b>								
<b>Collection</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

<b>Fuel</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Disposal</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Additional allowable charges monthly for commercial FEL customers:

Wheels on containers: \$ 15.00 monthly  
Locks & Locking Bars: \$ 15.00 monthly

**FRONT OR REAR LOAD COMMERCIAL CONTAINER MONTHLY RENTAL**

2 cubic yard \$ \_\_\_\_\_ Monthly  
3 cubic yard \$ \_\_\_\_\_ Monthly  
4 cubic yard \$ \_\_\_\_\_ Monthly  
6 cubic yard \$ \_\_\_\_\_ Monthly  
8 cubic yard \$ \_\_\_\_\_ Monthly

**Note:** The Contractor will bill the customer direct for all container rental and additional allowable charges. The Contractor will deliver to the City each month by the 15<sup>th</sup> a report of all additional revenues billed for the previous month along with a payment to the City in the amount of fifteen percent (15%) of the gross billing as a franchise fee.

**Pricing Sheet - 7 Years**  
**ROLL OFF COMPACTOR**

**25 Cubic Yard**

Roll Off per pull: \$\_\_\_\_\_ Per Pull

Fuel Component: \$\_\_\_\_\_ Per Pull

Disposal Component: Pass thru to customer of the actual disposal cost.

**Total per pull excluding disposal cost: \$\_\_\_\_\_**

**30 Cubic Yard**

Roll Off per pull: \$\_\_\_\_\_ Per Pull

Fuel Component: \$\_\_\_\_\_ Per Pull

Disposal Component: Pass thru to customer of the actual disposal cost.

**Total per pull excluding disposal cost: \$\_\_\_\_\_**

**34 Cubic Yard**

Roll Off per pull: \$\_\_\_\_\_ Per Pull

Fuel Component: \$\_\_\_\_\_ Per Pull

Disposal Component: Pass thru to customer of the actual disposal cost.

**Total per pull excluding disposal cost: \$\_\_\_\_\_**

**35 Cubic Yard**

Roll Off per pull: \$\_\_\_\_\_ Per Pull

Fuel Component: \$\_\_\_\_\_ Per Pull

Disposal Component: Pass thru to customer of the actual disposal cost.

**Total per pull excluding disposal cost: \$\_\_\_\_\_**

**40 Cubic Yard**

Roll Off per pull: \$\_\_\_\_\_ Per Pull  
Fuel Component: \$\_\_\_\_\_ Per Pull  
Disposal Component: Pass thru to customer of the actual disposal cost.  
**Total per pull excluding disposal cost: \$\_\_\_\_\_**

**Pricing Sheet - 7 Years**  
**ROLL OFF - OPEN TOP – PERMANENT ACCOUNTS**

**20 Cubic Yard**

Roll Off per pull: \$\_\_\_\_\_ Per Pull  
Fuel Component: \$\_\_\_\_\_ Per Pull  
Disposal Component: Pass thru to customer of the actual disposal cost.  
**Total per pull excluding disposal cost: \$\_\_\_\_\_**

**30 Cubic Yard**

Roll Off per pull: \$\_\_\_\_\_ Per Pull  
Fuel Component: \$\_\_\_\_\_ Per Pull  
Disposal Component: Pass thru to customer of the actual disposal cost.  
**Total per pull excluding disposal cost: \$\_\_\_\_\_**

**40 Cubic Yard**

Roll Off per pull: \$\_\_\_\_\_ Per Pull  
Fuel Component: \$\_\_\_\_\_ Per Pull  
Disposal Component: Pass thru to customer of the actual disposal cost.  
**Total per pull excluding disposal cost: \$\_\_\_\_\_**

**Pricing Sheet - 7 Years**  
**ROLL OFF - OPEN TOP – TEMPORARY ACCOUNTS**

**20 Cubic Yard**

Roll Off per pull:	\$_____ Per Pull
Fuel Component:	\$_____ Per Pull
Disposal Component:	Pass thru to customer of the actual disposal cost.
<b>Total per pull excluding disposal cost:</b>	<b>\$_____</b>

**30 Cubic Yard**

Roll Off per pull:	\$_____ Per Pull
Fuel Component:	\$_____ Per Pull
Disposal Component:	Pass thru to customer of the actual disposal cost.
<b>Total per pull excluding disposal cost:</b>	<b>\$_____</b>

**40 Cubic Yard**

Roll Off per pull:	\$_____ Per Pull
Fuel Component:	\$_____ Per Pull
Disposal Component:	Pass thru to customer of the actual disposal cost.
<b>Total per pull excluding disposal cost:</b>	<b>\$_____</b>

**Delivery Fee:** \$\_\_\_\_\_

**Relocate Fee:** \$\_\_\_\_\_

**Note:** The Contractor will bill the customer direct for all temporary open top container allowable charges including disposal charges. The Contractor will deliver to the City each month by the 15<sup>th</sup> a report of all additional revenues billed for the previous month along with a payment to the City in the amount of **fifteen percent (15%) of the gross billing excluding disposal cost as a franchise fee.**

**Pricing Sheet - 7 Years**

**FRONT LOAD COMPACTOR CONTAINER MONTHLY RENTAL**

2 cubic yard	\$ _____ Monthly
3 cubic yard	\$ _____ Monthly
4 cubic yard	\$ _____ Monthly
6 cubic yard	\$ _____ Monthly
8 cubic yard	\$ _____ Monthly

Additional allowable charges monthly for commercial customers:

Wheels on containers:	\$ 15.00 monthly
Locks & Locking Bars:	\$ 15.00 monthly

**Note:** The Contractor will bill the customer direct for all FEL Compactor container rental and additional allowable charges. The Contractor will deliver to the City each month by the 15<sup>th</sup> a report of all additional revenues billed for the previous month along with a payment to the City in the amount of fifteen percent (15%) of the gross billing as a franchise fee.

**Pricing Sheet 7 Years**

**ROLL OFF COMPACTOR LEASE RATES**

**Monthly lease rates for each of the following break away or self contained roll off compactor:**

17 cubic yard	\$ _____ Monthly
25 cubic yard	\$ _____ Monthly
34 cubic yard	\$ _____ Monthly
35 cubic yard	\$ _____ Monthly
40 cubic yard	\$ _____ Monthly

**Note:** The Contractor will bill the customer direct for all Compactor container lease rates and additional allowable charges. The Contractor will deliver to the City each month by the 15<sup>th</sup> a report of all additional revenues billed for the previous month along with a payment to the City in the amount of fifteen percent (15%) of the gross billing as a franchise fee.

**Pricing Sheet - 10 Years**

Centralized Multi-Family Recycling collection cart: \$\_\_\_\_\_ Monthly  
(This is to be a Per Unit Price)

Fuel Component: \$\_\_\_\_\_ Monthly

Disposal Component: \$ N/A Monthly

**Total: Multi-Family Per Unit** \$\_\_\_\_\_ **Monthly**

**COMMERCIAL CONTAINER COLLECTION AND DISPOSAL RATE**

Commercial Cart Collection: \$\_\_\_\_\_ Monthly

Fuel Component: \$\_\_\_\_\_ Monthly

Disposal Component: \$\_\_\_\_\_ Monthly

**Total per Commercial Cart Monthly:** \$\_\_\_\_\_ **Monthly**

Commercial Hand Pickup Collection: \$\_\_\_\_\_ Monthly

Fuel Component: \$\_\_\_\_\_ Monthly

Disposal Component: \$\_\_\_\_\_ Monthly

**Total Commercial Hand Pickup Monthly:** \$\_\_\_\_\_ **Monthly**



**Pricing Sheet - 10 Years**

**Monthly collection Rate for Front Load Containers**

<b>Size</b>	<b>1x</b>	<b>2x</b>	<b>3x</b>	<b>4x</b>	<b>5x</b>	<b>6x</b>	<b>7x</b>	<b>Extra Pick Up</b>
<b>2 CY</b>								
<b>Collection</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Fuel</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Disposal</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>4 CY</b>								
<b>Collection</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Fuel</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Disposal</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>6 CY</b>								
<b>Collection</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Fuel</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Disposal</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>8 CY</b>								
<b>Collection</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Fuel</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Disposal</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>FEL</b>								
<b>Compacted Collection</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



**Pricing Sheet - 10 Years**  
**ROLL OFF COMPACTOR**

**25 Cubic Yard**

Roll Off per pull: \$\_\_\_\_\_ Per Pull  
Fuel Component: \$\_\_\_\_\_ Per Pull  
Disposal Component: Pass thru to customer  
of the actual disposal cost.  
**Total per pull excluding disposal cost: \$\_\_\_\_\_**

**30 Cubic Yard**

Roll Off per pull: \$\_\_\_\_\_ Per Pull  
Fuel Component: \$\_\_\_\_\_ Per Pull  
Disposal Component: Pass thru to customer  
of the actual disposal cost.  
**Total per pull excluding disposal cost: \$\_\_\_\_\_**

**34 Cubic Yard**

Roll Off per pull: \$\_\_\_\_\_ Per Pull  
Fuel Component: \$\_\_\_\_\_ Per Pull  
Disposal Component: Pass thru to customer  
of the actual disposal cost.  
**Total per pull excluding disposal cost: \$\_\_\_\_\_**

**35 Cubic Yard**

Roll Off per pull: \$\_\_\_\_\_ Per Pull  
Fuel Component: \$\_\_\_\_\_ Per Pull  
Disposal Component: Pass thru to customer  
of the actual disposal cost.  
**Total per pull excluding disposal cost: \$\_\_\_\_\_**

**40 Cubic Yard**

Roll Off per pull: \$\_\_\_\_\_ Per Pull  
Fuel Component: \$\_\_\_\_\_ Per Pull  
Disposal Component: Pass thru to customer  
of the actual disposal cost.  
**Total per pull excluding disposal cost: \$\_\_\_\_\_**

**Pricing Sheet - 10 Years**

**ROLL OFF - OPEN TOP – PERMANENT ACCOUNTS**

**20 Cubic Yard**

Roll Off per pull: \$\_\_\_\_\_ Per Pull  
Fuel Component: \$\_\_\_\_\_ Per Pull  
Disposal Component: Pass thru to customer  
of the actual disposal cost.  
**Total per pull excluding disposal cost: \$\_\_\_\_\_**

**30 Cubic Yard**

Roll Off per pull: \$\_\_\_\_\_ Per Pull  
Fuel Component: \$\_\_\_\_\_ Per Pull  
Disposal Component: Pass thru to customer  
of the actual disposal cost.  
**Total per pull excluding disposal cost: \$\_\_\_\_\_**

**40 Cubic Yard**

Roll Off per pull: \$\_\_\_\_\_ Per Pull  
Fuel Component: \$\_\_\_\_\_ Per Pull  
Disposal Component: Pass thru to customer  
of the actual disposal cost.  
**Total per pull excluding disposal cost: \$\_\_\_\_\_**

**Pricing Sheet -10 Years**

**ROLL OFF - OPEN TOP – TEMPORARY ACCOUNTS**

**20 Cubic Yard**

Roll Off per pull:	\$_____ Per Pull
Fuel Component:	\$_____ Per Pull
Disposal Component:	Pass thru to customer of the actual disposal cost.
<b>Total per pull excluding disposal cost:</b>	<b>\$_____</b>

**30 Cubic Yard**

Roll Off per pull:	\$_____ Per Pull
Fuel Component:	\$_____ Per Pull
Disposal Component:	Pass thru to customer of the actual disposal cost.
<b>Total per pull excluding disposal cost:</b>	<b>\$_____</b>

**40 Cubic Yard**

Roll Off per pull:	\$_____ Per Pull
Fuel Component:	\$_____ Per Pull
Disposal Component:	Pass thru to customer of the actual disposal cost.
<b>Total per pull excluding disposal cost:</b>	<b>\$_____</b>

**Delivery Fee:** \$\_\_\_\_\_

**Relocate Fee:** \$\_\_\_\_\_

**Note:** The Contractor will bill the customer direct for all temporary open top container allowable charges including disposal charges. The Contractor will deliver to the City each month by the 15<sup>th</sup> a report of all additional revenues billed for the previous month along with a payment to the City in the amount of **fifteen percent (15%) of the gross billing excluding disposal cost as a franchise fee.**

**Pricing Sheet - 10 Years**

**FRONT LOAD COMPACTOR CONTAINER MONTHLY RENTAL**

2 cubic yard	\$ _____ Monthly
3 cubic yard	\$ _____ Monthly
4 cubic yard	\$ _____ Monthly
6 cubic yard	\$ _____ Monthly
8 cubic yard	\$ _____ Monthly

**Note:** The Contractor will bill the customer direct for all FEL Compactor container rental and additional allowable charges. The Contractor will deliver to the City each month by the 15<sup>th</sup> a report of all additional revenues billed for the previous month along with a payment to the City in the amount of **fifteen percent (15%)** of the gross billing as a franchise fee.

Additional allowable charges monthly for commercial customers:

Wheels on containers:	\$ 15.00 monthly
Locks & Locking Bars:	\$ 15.00 monthly

**Pricing Sheet - 10 Years**

**ROLL OFF COMPACTOR LEASE RATES**

**Monthly lease rates for each of the following break away or self contained roll off compactor:**

17 cubic yard	\$ _____ Monthly
25 cubic yard	\$ _____ Monthly
34 cubic yard	\$ _____ Monthly
35 cubic yard	\$ _____ Monthly
40 cubic yard	\$ _____ Monthly

**Note:** The Contractor will bill the customer direct for all Compactor container lease rates and additional allowable charges. The Contractor will deliver to the City each month by the 15<sup>th</sup> a report of all additional revenues billed for the previous month along with a payment to the City in the amount of **fifteen percent (15%)** of the gross billing as a franchise fee.

**EXHIBIT I**

**TIMELINE FOR TRANSITION OF SERVICE**

TRANSITION OF SERVICE:

(a) Contractor is responsible for providing a smooth transition in services to minimize inconvenience to residential customers. To accomplish this objective, the Contractor shall submit a Transition Plan to the City no later than seven days after notification of award. The plan shall include a detailed description of how implementation of the Contractor's collection services will be accomplished, and must meet the approval of the City's Authorized Representative.

(b) Specific performance requirements during the transition period include, but are not limited to, the following:

**September 15** Contractor retains an Operations Manager.

**September 15** Contractor submits documentation that all necessary vehicles, equipment and containers have been ordered and will be delivered to Contractor's yard no later than thirty days prior to commencement of collection service.

**September 15** Contractor submits draft route maps and schedules as specified in Section 4.

**September 15** Contractor submits final route maps and schedules.

**September 15** Contractor ensures that all vehicles, equipment, and containers necessary to provide collection services have been ordered by the Contractor and shall verify with MSO's and Purchase orders. The Contractor's will provide an inventory of the type of vehicles and equipment to the City as specified in Section 8.

**October 1** Contractor submits a Disaster Preparedness Plan to the City as specified in **Section 3**.

**October 1** Contractor initiates collection services.

**EXHIBIT J**

**ACKNOWLEDGEMENT OF RFP ADDENDUMS**