



Response for  
**City of Palm Coast, FL**  
**September 30, 2021**

**RE: "REQUEST FOR PROPOSAL: RESIDENTIAL SOLID WASTE COLLECTON SERVICES RFP#  
RFP-CE 21-42"**



**Submitted to:**

City of Palm Coast  
Finance Department  
Budget & Procurement Office  
160 Lake Avenue  
Palm Coast, FL 32164

**Submitted by:**

Inigo Sanz  
FCC Environmental Services, LLC  
[www.fccenvironmental.com](http://www.fccenvironmental.com)  
9172 Ley Road  
Houston, TX 77078  
(832) 404-2361 (T)  
(832) 442-3636 (F)  
[inigo.sanz@fccenvironmental.com](mailto:inigo.sanz@fccenvironmental.com)

A handwritten signature in blue ink, appearing to read 'Inigo Sanz', written over a horizontal line.

**Inigo Sanz**

**ORIGINAL**

*This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a delivery order is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is contained in all sheets marked with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal. HANDLE AS BUSINESS SENSITIVE."*

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# CHAPTER 1 LETTER OF INTENT, STATEMENT OF ORGANIZATION & CERTIFICATE OF AUTHORIZED SIGNATORY

## A LETTER OF INTENT

September 30, 2021

City of Palm Coast  
Finance Department  
Budget & Procurement Office  
160 Lake Avenue  
Palm Coast, FL 32164

RE: RFP #RFP-CE-21-42 Request for Proposals “Residential Solid Waste Collection Services”

Dear Ms. Cynthia Schweers,

FCC Environmental Services, LLC is pleased to provide our response to the City of Palm Coast Request for Proposals RFP-CE-21-42 “Residential Solid Waste Collection Services”. FCC understands the requirements as well as the scope of this solicitation and is willing to perform these services requested in the RFP, in compliance with the terms in the Service Contract, for the Rates submitted within the proposal. Additionally, FCC attests that all information provided on this RFP is accurate and that it will be able to perform the services identified, in the response and in the addendums released.

### 1) Right Partner

FCC is an international corporation that has been providing waste collection and disposal services since 1911. FCC’s corporate address in the US is 9172 Ley Road, Houston, TX 77078. Today, we provide environmental services across the United States, United Kingdom, Spain, and other countries across Europe tailored to the needs of our partners using the latest technologies and environmentally friendly equipment. We have the experience and capability to provide the equipment and labor to perform solid waste and recycle collection services for the City of Palm Coast.



### 2) Solid Waste Collection Experience

FCC’s Local Management, Performance, Dedication, and the Ability to Adapt to Different Environments are the key factors that have allowed us to provide collection and disposal services for 110 years.



Over 60 million people in more than 5,000 municipalities around the world benefit from the services we provide. Employing the most advanced technologies, we continuously improve our ability to manage the thousands of tons of solid waste collected every day in some of the world's largest and most vibrant cities, where more than 25 million tons of refuse are collected per year.

We employ a variety of collection systems according to the needs of each city, using a combination of vehicles and containers designed to maximize efficiency and minimize the environmental impact in terms of noise and emissions.

### 3) Strength of Personnel

While FCC is engaged in business worldwide, each business unit operates as a separate small business. The people that do the work are people that live in the area, so the concerns of the City of Palm Coast are also our concerns. FCC will prioritize its hiring efforts with staff from the previous hauler, as well as staff that lives in the City of Palm Coast & Flagler County.

### 4) Plan for Providing Service to the City

We at FCC look forward to establishing a partnership with the City of Palm Coast. To that end, we would like to highlight some of the key features.

Regardless the service option selected by the City, all of the FCC trucks will be dedicated to this contract and will be fueled by Compressed Natural Gas (CNG). This equipment is selected to address the specific concerns associated with service in the City of Palm Coast. The trucks will be equipped with the latest technology in emissions controls, GPS tracking, and maintenance telematics.



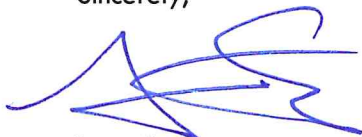
### 5) Core Values & Approach Summary

FCC is one of the leading waste, and resource management companies worldwide. Our approach is to minimize the amount of waste that ends up in landfills by transforming it into valuable resources in our partner Cities. We aim to extract the most value from the waste we collect by ensuring that recyclable materials such as glass, paper, and plastic are processed to be used again or turned into other valuable resources.

FCC's goal is to be "the environmental company of choice, delivering change for a sustainable future". We ensure that our facilities are healthy and safe environments for our staff, visitors, and stakeholders. This allows us to attract and maintain a staff of very competent people that perform their duties in an efficient, safe, and environmentally sound manner.

Please direct any questions about this submission to Dan Brazil – Vice President of Operations, by phone at (832) 404-2597 or by email at [dan.brazil@fccenvironmental.com](mailto:dan.brazil@fccenvironmental.com).

Sincerely,

A handwritten signature in blue ink, appearing to be 'Inigo Sanz', with a large, stylized 'S'.

Inigo Sanz  
CEO/President  
9172 Ley Road  
Houston, TX 77078  
(832) 404-2361 (T)  
(832)-442-3636 (F)  
[inigo.sanz@fccenvironmental.com](mailto:inigo.sanz@fccenvironmental.com)

## B. FORM 1 STATEMENT OF ORGANIZATION

### FORM 1. PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer's Business:

FCC Environmental Services, LLC

2. Proposer's Principal Business Address:

9172 Ley Rd, Houston, TX 77078

3. Name, phone number, and e-mail address of Proposer's contact person:

Dan Brazil

(832) 404-2597

Dan.Brazil@fccenvironmental.com

4. Form of Proposer's Business (e.g., Corporation, Partnership, Joint Venture, Other):

Other (LLC - Limited Liability Company)

5. Provide names of partners (if any) and officers.

Name	Address	Title
Inigo Sanz	9172 Ley Rd, Houston, TX 77078	CEO / President
Santiago Carrasco	9172 Ley Rd, Houston, TX 77078	CFO / Secretary

6. If Proposer is a corporation, identify the state where the Proposer was incorporated and the date of incorporation:

Incorporated in Delaware on May 13, 2014

7. If the Proposer is a foreign corporation, please identify:

(a) The date of registration with the Florida Secretary of State

(b) The name of the Proposer's Registered Agent

(c) The address of the Proposer's Registered Agent

**FORM 1. PROPOSER'S STATEMENT OF ORGANIZATION (CONTINUED)**

8. If the Proposer is a corporation, provide the names and addresses of the Proposer's President, Vice President, and Treasurer. If the Proposer is a limited liability company, provide the name(s) and address (es) of the manager or managing members.

Inigo Sanz	9172 Ley Rd, Houston, TX 77078	CEO / President
Santiago Carrasco	9172 Ley Rd, Houston, TX 77078	CFO / Secretary

9. If the Proposer is a Joint Venture or Partnership, identify the date of the joint venture/partnership agreement:  
 N/A

10. Provide the Proposer's Federal Employer Identification Number:  
 36-4786755

11. How many years has the Proposer been in business under its present name? 7 years

12. If the Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.  
 \_\_\_\_\_

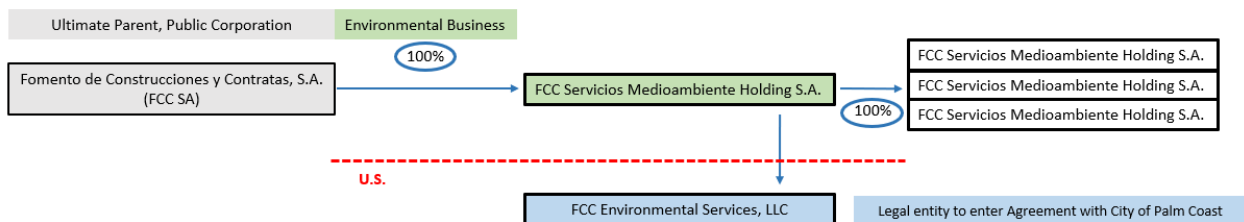
Municipal services have been FCC's core activities for 110 years starting with its first contract for collection services for municipalities in the City of Barcelona in 1911. This contract award was a very important milestone in the Company's history, as it marked the first entry into the services field. We have been providing this service uninterrupted in Barcelona since 1911 through successive contract awards since that time.

FCC is one of the largest and oldest waste management companies in the world and has been operating in the US market since 2008. In 2014, we formed FCC Environmental Services, LLC to hold all the Environmental business in the US.

The legal entity that will enter into the Agreement is **FCC Environmental Services, LLC** (organized in Delaware). FCC's ultimate Parent, Fomento de Construcciones y Contratas, S.A. (or FCC SA) will guarantee the performance; FCC SA, as the Group's Parent Company, was incorporated in Spain and is a publicly-traded corporation.

FCC's operations consist of four business areas: Water, Construction, Cement, and Environmental Services. All the Environmental business worldwide is under the wholly-owned subsidiary FCC Servicios Medioambiente Holding, and all the Environmental business in the US is under the wholly-owned subsidiary FCC Environmental Services, LLC. Chart provided below for ease of reference.

FCC Environmental Business Legal Structure





# *State of Florida*

## *Department of State*

I certify from the records of this office that FCC ENVIRONMENTAL SERVICES, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on April 11, 2017.

The document number of this limited liability company is M17000003110.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on January 11, 2021, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Eleventh day of January, 2021*



*Randy Be*  
Secretary of State

Tracking Number: 2594009894CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

## C. FORM 2 CERTIFICATE OF AUTHORIZED SIGNATORY

### FORM 2 – Certification of Authorized Signatory

FCC Environmental Services, LLC 36-4786755  
Print/Type Legal Business Name (same as name on W-9 form) Print/Type FEIN #

Check the legal entity type that is applicable to the above named business:

- ☐ • Sole Proprietorship – Complete Section A
- ☐ • General or Limited Partnership – Complete Section B
- ☒ • Corporation (Inc., LLC) Complete Section C

\*\*\*\*\*

#### Section A: Sole Proprietorship

I HEREBY CERTIFY that I am the sole owner of the business identified above and am authorized to sign legal documents on behalf of said business.

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

\*\*\*\*\*

#### Section B: Partnership

I HEREBY CERTIFY that I am a General Partner of the business identified above and am authorized to sign legal documents on behalf of said business.

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

\*\*\*\*\*

#### Section C: Corporation

I HEREBY CERTIFY that a meeting of the Board of Directors of FCC Environmental Services, LLC  
Legal business name

a corporation /LLC under the laws of the State of Delaware, was held on August 20, 2021. The following resolution was duly passed and adopted:

"RESOLVED, that Inigo Sanz, as CEO / President is an officer and director of the corporation (or the managing member of the LLC) and is hereby authorized to execute contracts between the City of Palm Coast, a municipal corporation and this corporation/LLC, and that execution thereof by said officer and director, attested by the Secretary of the corporation/LLC, shall be the official act and deed of this corporation/LLC."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand this 20 day of SEPTEMBER, 2021.

Provide copy of Resolution

\_\_\_\_\_  
 Corporate Secretary/Managing Member



# **CERTIFIED COPY OF RESOLUTION OF THE BOARD OF MANAGERS**

The undersigned, Company Secretary of FCC Environmental Services, LLC, does hereby certify that the following is a true and correct copy of a Resolution unanimously adopted by Written Consent of the Board of Managers in Lieu of Meeting, a quorum of its members being present, on the 20<sup>th</sup> day of August, 2021, and that this Resolution (a) was entered into without dissent or reservation by the Governing Entity, (b) has not been rescinded or amended, and (c) is now in full force and effect:

**NOW, THEREFORE, BE IT RESOLVED**, that Inigo Sanz, as Chief Executive Officer and President, is an Officer and Director of the Company and is hereby authorized to execute contracts between the City of Palm Coast, a municipal corporation, and this Company, and that execution thereof by said Officer and Director, attested by the Secretary of the Company, shall be the official act and deed of the Company.

In authentication of the adoption of this resolution, I subscribe my name on this 16th day of September, 2021.

  
\_\_\_\_\_  
(Authorized Signature for Governing Entity)

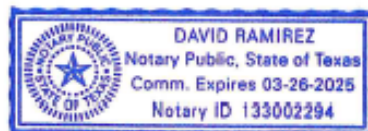
Santiago Carrasco, as the Company Secretary

(Print or Type Name and Title of Authorized Signatory)

**SWORN AND SUBSCRIBED** before me on

9-16-2021

Date



  
\_\_\_\_\_  
Notary Public in and for the State of TX

My Commission Expires: 03/26/2025  
Expiration Date

David Ramirez  
Print or Type Name of Notary Public

FCC Environmental Services, LLC  
9172 Ley Road, Houston, TX 77078

## CHAPTER 2 EXPERIENCE, QUALIFICATIONS, AND PRIOR PERFORMANCE

### A. EXPERIENCE/REFERENCES - FORM 3

#### FORM 3. EXPERIENCE/REFERENCES

The Proposer shall use this form to identify each qualifying residential contract and comparable project that the Proposer wishes to use to address and satisfy the requirements in Section 5.1 ("Experience") and Section 4.2 (see Chapter 3) of this RFP. A separate copy of this form should be completed and submitted for each qualifying contract and comparable project. The Proposer is encouraged to identify other comparable projects in the text of Chapter 4 of its proposal, but the Proposer should not use this Form 5 to describe more than five (5) qualifying residential contracts. Please copy this form and use a separate copy for each qualifying contract and comparable project.

1. Name of Proposer: FCC Environmental Services, LLC
2. Name of Reference (i.e., City, County, or Governmental Entity): Orange County Solid Waste Division
3. Reference's Address: 5901 Young Pine Rd  

	Street	
<u>Orlando</u>	<u>FL</u>	<u>32829</u>
City	State	Zip Code
4. Principal Contact Person for the Reference: Allan Cole
5. Phone Number for Contact Person: (407) 836-6601
6. E-mail Address (if available) for Contact Person: allan.cole@ocfl.net
7. Year that the Contract started with the Reference: 2016
8. Year that the Contract ended with the Reference: Ongoing - 2025

#### TYPE OF RESIDENTIAL COLLECTION SERVICE PROVIDED

Services Provided Under Contract (check all that apply)	Type of Collection Service	Number of Dwelling Units Served	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Curbside Garbage with Cans/Bags				
<input checked="" type="checkbox"/>	Curbside Garbage with Carts	87,649	X		
	Curbside Recyclables with Bins				
<input checked="" type="checkbox"/>	Curbside Recyclables with Carts	87,649	X		
<input checked="" type="checkbox"/>	Curbside Bulky Items and White Goods	87,649	X		
<input checked="" type="checkbox"/>	Curbside Yard Waste	87,649	X		

Orange County Contract Documentation



**PURCHASING AND CONTRACTS DIVISION**

**JOHNNY M. RICHARDSON, CPPO, CFCM, Manager**

400 E. South Street, 2nd Floor • Reply To: Post Office Box 1393 • Orlando, Florida 32801-1393  
407-836-5635 • Fax: 407-836-5899 • <http://www.ocfl.net>

**TERM CONTRACT NO.Y15-144C**  
**Residential Solid Waste and Recyclable Collections Services**  
**Lot 3, Zones 4 and 5**

TO: Fomento de Construcciones Y Contratas, Inc.  
1610 Woodstead Court, Suite 360  
Spring, Texas 77380

This is to inform you that the Orange County Board of County Commissioners hereby enters into a term contract subject to the following:

**TERMS AND CONDITIONS**

1. Acceptance:

This contract is our acceptance of your offer in response to our **Invitation for Bids No. Y15-144-PD Residential Solid Waste and Recyclable Collections Services – TERM CONTRACT**, and is subject to all terms and conditions therein.

2. Term of Contract:

- A. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids.
- B. This contract is effective **January 1, 2016** and shall remain in effect through **December 31, 2026**. The estimated contract award for this period is \$92,934,047.80.
- C. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
- D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.



3. Ordering against Contract:

- A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for delivery.
- B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners.

4. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

5. Invoicing:

- A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

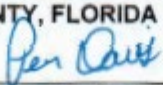
Orange County Solid Waste Department  
5901 Young Pine Road  
Orlando Florida 32829

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

- B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.
6. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

BY:

  
Perry Davis, C.P.M.  
Procurement Division

DATE:

8/13/15

### AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following principals are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
Inigo Sanz, Managing Director of Americas. 281-468-2259. inigo.sanz@fccenvironmental.com		

 (Signature)	JAN 27 <sup>th</sup> / 2015 (Date)
--	---------------------------------------

Managing Director of Americas  
(Title)

FCC SA  
(Name of Business)

The Bidder shall complete and submit the following information with the bid:

#### Type of Organization

☐ Sole Proprietorship    ☐ Partnership    ☐ Non-Profit  
☐ Joint Venture    ☒ Corporation

State of Incorporation: SPAIN

Principal Place of Business (Florida Statute Chapter 607): SPAIN  
City/County/State

**THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.**

Federal I.D. number is 98-1103589

### FORM 3. EXPERIENCE/REFERENCES

The Proposer shall use this form to identify each qualifying residential contract and comparable project that the Proposer wishes to use to address and satisfy the requirements in Section 5.1 ("Experience") and Section 4.2 (see Chapter 3) of this RFP. A separate copy of this form should be completed and submitted for each qualifying contract and comparable project. The Proposer is encouraged to identify other comparable projects in the text of Chapter 4 of its proposal, but the Proposer should not use this Form 5 to describe more than five (5) qualifying residential contracts. Please copy this form and use a separate copy for each qualifying contract and comparable project.

1. Name of Proposer: FCC Environmental Services, LLC
2. Name of Reference (i.e., City, County, or Governmental Entity): Polk County Waste & Recycling Division
3. Reference's Address: 10 Environmental Loop  

	Street	
<u>Winter Haven</u>	<u>FL</u>	<u>33880</u>
City	State	Zip Code
4. Principal Contact Person for the Reference: Ana Wood
5. Phone Number for Contact Person: (863) 284-4319
6. E-mail Address (if available) for Contact Person: anawood@polk-county.net
7. Year that the Contract started with the Reference: 2017
8. Year that the Contract ended with the Reference: Ongoing - 2024

#### TYPE OF RESIDENTIAL COLLECTION SERVICE PROVIDED

Services Provided Under Contract (check all that apply)	Type of Collection Service	Number of Dwelling Units Serviced	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Curbside Garbage with Cans/Bags				
<input checked="" type="checkbox"/>	Curbside Garbage with Carts	77,585	X		
	Curbside Recyclables with Bins				
<input checked="" type="checkbox"/>	Curbside Recyclables with Carts	77,585	X		
<input checked="" type="checkbox"/>	Curbside Bulky Items and White Goods	77,585	X		
<input checked="" type="checkbox"/>	Curbside Yard Waste	77,585	X		

**RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION  
FRANCHISE AGREEMENT**

(Service Area 1)

**THIS RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION FRANCHISE AGREEMENT ("Agreement")** is made and entered into this 6th day of December, 2016 by and between Polk County, Florida ("County"), a political subdivision of the State of Florida, and Fomento de Construcciones y Contratas, S.A. ("Contractor").

**RECITALS**

**WHEREAS**, in conjunction with its adoption of County Ordinance 13-069 the County's Board of County Commissioners determined that regulating the collection and disposal of Solid Waste generated within the unincorporated areas of Polk County promotes the health, safety, and welfare of the citizens of Polk County; and

**WHEREAS**, pursuant to Section 125.01, Florida Statutes, and the Ordinance, the County may award franchises for the collection of Residential Solid Waste and Recyclable Materials generated on Assessed Parcels located within Polk County and its transportation for disposal at a Designated Facility; and

**WHEREAS**, the County has determined the most efficient and cost effective method of maintaining the cleanliness of the unincorporated areas of Polk County and its citizens' health, safety, and welfare is to provide owners and occupants of residential real property within these areas reliable Curbside Residential Collection Services; and

**WHEREAS**, reliable Curbside Residential Collection Services is a key element of the County's objective to promote citizens' health, safety, and welfare by establishing clean communities throughout the unincorporated areas of Polk County; and

**WHEREAS**, in accordance with the Ordinance the County solicited proposals for providing such Residential Collection Services via an advertised request for proposals (RFP 16-366), the terms of which are incorporated herein by this reference; and

**WHEREAS**, the Contractor submitted a proposal, which is incorporated herein by this reference, to the County in response to RFP 16-366; and

**WHEREAS**, after review and consideration of all responsive proposals received to RFP 16-366, the County intends to engage the Contractor to provide Residential Collection Service within Service Area 1 in accordance with the terms and conditions of this Agreement, RFP 16-366, and the Contractor's responsive proposal thereto; and

**WHEREAS**, the Contractor remains agreeable to providing Residential Collection Service within the designated Service Area and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;



- nnn. **Route Map** shall mean an ArcGIS map depicting the area of each assigned Collection route.
- ooo. **Scheduled Collection Day** shall mean a Day (but including any Saturday which becomes a Collection day pursuant to Section 6. c., below) when the Contractor is scheduled to provide Residential Collection Service to Residents within the Service Area.
- ppp. **Senior Manager** shall mean the senior employee of the Contractor responsible for the Contractor's timely performance of its Agreement duties and obligations.
- qqq. **Service Area** shall mean the particular area within the unincorporated area of Polk County as depicted and described in Exhibit "A" to this Agreement for which the Contractor has been granted an exclusive franchise to provide Residential Collection Service.
- rrr. **Service Commencement Date** shall mean October 2, 2017, the date when the Contractor shall begin providing Residential Collection Service to the County pursuant to the requirements of this Agreement.
- sss. **Solid Waste** shall have the meaning defined in the Ordinance.
- ttt. **Spillage** shall mean the discharge of petroleum, hydraulic or any synthetic based fluid or products, or leachate from any Collection vehicle while on Route.
- uuu. **Term** shall mean the duration of this Agreement, beginning on the Effective Date and ending on September 30, 2024, or the end of all exercised renewal terms, or upon an earlier termination of this Agreement, whichever circumstance is applicable.
- vvv. **Tipping Fee** shall mean the fee or charge that must be paid at a Designated Facility based on a weight unit measure for the disposal of the applicable waste material.
- www. **Tires** shall mean discarded automotive, motor vehicle, and trailer tires. Tires may be on or off the rim.
- xxx. **Transition Plan** shall mean a document describing in detail the activities the Contractor shall undertake and the schedule it will follow to fully, successfully, and timely implement the Contractor's Residential Collection Services under this Agreement beginning on the Service Commencement Date.
- yyy. **Waste Generation Factor(s)** shall mean the average tonnage per year of Garbage and Horticultural Trash generated by each Dwelling Unit.
- zzz. **White Goods** shall mean large discarded appliances including without limitation refrigerators, ranges, washing machines, clothes dryers, water heaters, freezers, microwave ovens, and air conditioners. White Goods must be generated by the Resident at the Assessed Parcel where the White Goods are collected.



3. **OBJECTIVE AND INTENT.** THE CONTRACTOR ACKNOWLEDGES THE COUNTY'S OBJECTIVE IN ENTERING INTO THIS AGREEMENT IS TO PROMOTE CITIZENS' HEALTH, SAFETY, AND WELFARE BY ESTABLISHING CLEAN COMMUNITIES WITHIN THE UNINCORPORATED AREAS OF POLK COUNTY AND WITHIN THOSE MUNICIPALITIES, IF ANY, WHICH HAVE ELECTED TO RECEIVE RESIDENTIAL COLLECTION SERVICE FROM THE COUNTY. THE CONTRACTOR FURTHER ACKNOWLEDGES THE COUNTY'S INTENT TO ESTABLISH THESE CLEAN COMMUNITIES BY PROVIDING RELIABLE CURBSIDE RESIDENTIAL COLLECTION SERVICE TO RESIDENTS. TO ACCOMPLISH THE COUNTY'S OBJECTIVE AND INTENT THE CONTRACTOR SHALL PERFORM ALL ITS AGREEMENT DUTIES AND OBLIGATIONS SO IT DELIVERS A HIGH QUALITY OF SERVICE TO RESIDENTS, IS FULLY ACCOUNTABLE TO THE COUNTY FOR ITS PERFORMANCE, AND TRANSPARENT IN ALL ITS ACTIONS, ALL WHILE STRICTLY ADHERING TO THE HIGHEST PROFESSIONAL AND ETHICAL PRACTICES AND ALL TERMS AND CONDITIONS OF THE AGREEMENT.
  
4. **Term.**
  - a. **Initial Term.** The initial term of the Agreement shall commence on the Effective Date. However, the Contractor's exclusive right to provide Residential Collection Service shall not commence until 12:01 a.m. October 2, 2017, the Service Commencement Date. Unless sooner terminated or extended by renewal as provided herein, the initial term shall continue through and until 11:59 p.m. on September 30, 2024.
  
  - b. **Renewal.** The parties may mutually agree and elect to renew this Agreement for an additional term, the duration of which may be no less than one (1) year and no more than three (3) years. Any such renewal must be evidenced by a written amendment to the Agreement approved by the County's Board of County Commissioners and fully executed by both parties on or before April 3, 2024.
  
5. **Exclusive Franchise.**
  - a. **Grant.** Subject to the conditions and limitations contained in this Agreement, the Contractor is hereby granted an exclusive franchise to provide Residential Collection Service within Service Area 1 commencing 12:01 a.m., October 2, 2017. To maintain its franchise throughout the Term, the Contractor must provide the Residential Collection Services in accordance with all Agreement requirements.
  
  - b. **Scope.** The scope of the exclusive franchise granted hereunder is limited to the right to collect Residential Solid Waste and Recyclable Materials in accordance with the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD  
CLERK OF THE BOARD

Polk County, a political subdivision  
of the State of Florida

By: *Chris Valle*  
Deputy Clerk

By: *Melony M. Bell*  
Melony M. Bell, Chairman  
Board of County Commissioners



Date Signed By Chairman *12/16/16*

Reviewed as to form and legal sufficiency:

*Sandra B. Howard*  
County Attorney's Office

ATTEST:

Fomento de Construcciones y Contratas, S.A.  
a Sociedad Anónima

By: *[Signature]*  
ANDREA RODRIGUEZ  
PRINT NAME

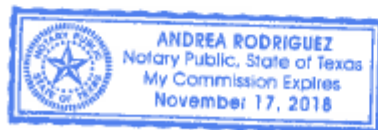
By: *[Signature]*  
Anthony J. Emilio  
PRINT NAME

ASTORY, TECHNICAL MANAGER  
TITLE

Director of Municipal Services  
TITLE

Date: *12/2/2016*

SEAL



### FORM 3. EXPERIENCE/REFERENCES

The Proposer shall use this form to identify each qualifying residential contract and comparable project that the Proposer wishes to use to address and satisfy the requirements in Section 5.1 ("Experience") and Section 4.2 (see Chapter 3) of this RFP. A separate copy of this form should be completed and submitted for each qualifying contract and comparable project. The Proposer is encouraged to identify other comparable projects in the text of Chapter 4 of its proposal, but the Proposer should not use this Form 5 to describe more than five (5) qualifying residential contracts. Please copy this form and use a separate copy for each qualifying contract and comparable project.

1. Name of Proposer: FCC Environmental Services, LLC
2. Name of Reference (i.e., City, County, or Governmental Entity): Solid Waste Authority of Palm Beach County
3. Reference's Address: 5920 N Jog Rd  

	Street	
<u>West Palm Beach</u>	<u>FL</u>	<u>33412</u>
City	State	Zip Code
4. Principal Contact Person for the Reference: John Archambo
5. Phone Number for Contact Person: (561) 315-2010
6. E-mail Address (if available) for Contact Person: jarchambo@swa.org
7. Year that the Contract started with the Reference: 2019
8. Year that the Contract ended with the Reference: Ongoing - 2026

#### TYPE OF RESIDENTIAL COLLECTION SERVICE PROVIDED

Services Provided Under Contract (check all that apply)	Type of Collection Service	Number of Dwelling Units Served	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Curbside Garbage with Cans/Bags				
<input checked="" type="checkbox"/>	Curbside Garbage with Carts	111,523		X	
x	Curbside Recyclables with Bins	111,523	X		
<input type="checkbox"/>	Curbside Recyclables with Carts				
<input checked="" type="checkbox"/>	Curbside Bulky Items and White Goods	111,523	X		
<input checked="" type="checkbox"/>	Curbside Yard Waste	111,523	X		

Palm Beach County (Service Area 3) Contract Documentation



SOLID WASTE AUTHORITY OF PALM BEACH COUNTY  
7501 NORTH JOG RD, WEST PALM BEACH, FL 33412

**SOLID WASTE AND RECYCLING COLLECTION SERVICES  
FRANCHISE AGREEMENT**

BETWEEN

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**

AND

**FOMENTO DE CONSTRUCCIONES Y CONTRATAS, S.A. (FCC SA)**

FOR

**SERVICE AREA 3**

**AGREEMENT NO. 19-402C**

**SOLID WASTE AND RECYCLING COLLECTION SERVICES  
FRANCHISE AGREEMENT  
SERVICE AREA 3**

This Agreement is hereby made and entered into this 6<sup>th</sup> day of MARCH, 2019, between **Solid Waste Authority of Palm Beach County**, a special district created pursuant to Chapter 2001-331, Laws of Florida, (hereinafter referred to as "Authority") and **Fomento de Construcciones y Contratas, S.A. (FCC SA)** (hereinafter referred to as "Contractor").

In consideration of the mutual benefits, the parties herein agree as follows:

**1. TERM:**

The term of this Agreement shall be for the period beginning **October 1, 2019**, and expiring **September 30, 2026**.

**2. DEFINITIONS:**

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

**A. Authority** shall mean the Solid Waste Authority of Palm Beach County.

**B. Biohazardous or Biomedical Wastes** shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; including, but not limited to, waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.

**C. Bulk Trash** shall mean any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture. There shall be no weight limit for any item of Bulk Trash.

**D. Business Days** shall mean Monday through Saturday, except for Holidays.

**E. Cart** shall mean a curbside container meeting the Authority's specifications intended for collection via automated or semi-automated means to be supplied by the Contractor to households receiving Curbside Residential Solid Waste Collection Service.

**F. Collection** shall mean the process whereby Solid Waste, Garbage, Trash, Bulk Trash, Vegetative Waste or Recovered Material is gathered and transported to a Designated Facility.



In Witness Whereof, the Solid Waste Authority of Palm Beach County, at a regular meeting thereof, by action of the Authority Board authorizing and directing the foregoing be adopted, has caused these presents to be signed by the Authority's Executive Director, and the Authority's seal to be hereunto affixed, and Fomento de Construcciones y Contratas, S.A. (FCC SA) has executed this Agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF  
PALM BEACH COUNTY

By:   
Daniel Pellowitz, Executive Director

ATTEST:

(Seal)

By:   
Sandra Vassalotti, Clerk to the Board

APPROVE AS TO LEGAL SUFFICIENCY

By:   
Howard J. Falcon, III  
General Counsel

APPROVE AS TO TERMS AND CONDITIONS

By:   
John Archambo  
Director, Customer Services


ATTEST:

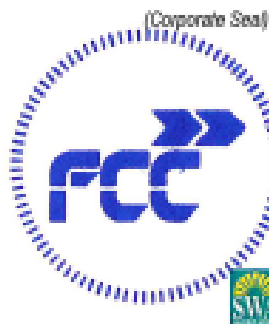
By: \_\_\_\_\_  
Corporate Secretary

FONENTO DE CONSTRUCCIONES Y CONTRATAS, S.A.  
(FCC SA):

By:   
Inigo Sanz  
MANAGING DIRECTOR AMERICAS

WITNESSES:

  
Brandy Davis  
SANTIAGO CARDASCO



Approved by Authority Board on February 13, 2019, Item No. 9.D.1

Solid Waste and Recycling Collection Services  
Franchise Agreement No. 19-402C

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SOLID WASTE AUTHORITY OF PALM BEACH COUNTY  
7501 NORTH JOG RD, WEST PALM BEACH, FL 33412

**SOLID WASTE AND RECYCLING COLLECTION SERVICES  
FRANCHISE AGREEMENT**

BETWEEN

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**

AND

**FOMENTO DE CONSTRUCCIONES Y CONTRATAS, S.A. (FCC SA)**

FOR

**SERVICE AREA 4**

**AGREEMENT NO. 19-402D**

**SOLID WASTE AND RECYCLING COLLECTION SERVICES  
FRANCHISE AGREEMENT  
SERVICE AREA 4**

This Agreement is hereby made and entered into this 6<sup>th</sup> day of MARCH, 2019, between **Solid Waste Authority of Palm Beach County**, a special district created pursuant to Chapter 2001-331, Laws of Florida, (hereinafter referred to as "Authority") and **Fomento de Construcciones y Contratas, S.A. (FCC SA)** (hereinafter referred to as "Contractor").

In consideration of the mutual benefits, the parties herein agree as follows:

**1. TERM:**

The term of this Agreement shall be for the period beginning **October 1, 2019**, and expiring **September 30, 2026**.

**2. DEFINITIONS:**

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

- A. Authority** shall mean the Solid Waste Authority of Palm Beach County.
- B. Biohazardous or Biomedical Wastes** shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; including, but not limited to, waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- C. Bulk Trash** shall mean any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture. There shall be no weight limit for any item of Bulk Trash.
- D. Business Days** shall mean Monday through Saturday, except for Holidays.
- E. Cart** shall mean a curbside container meeting the Authority's specifications intended for collection via automated or semi-automated means to be supplied by the Contractor to households receiving Curbside Residential Solid Waste Collection Service.
- F. Collection** shall mean the process whereby Solid Waste, Garbage, Trash, Bulk Trash, Vegetative Waste or Recovered Material is gathered and transported to a Designated Facility.

In Witness Whereof, the **Solid Waste Authority of Palm Beach County**, at a regular meeting thereof, by action of the Authority Board authorizing and directing the foregoing be adopted, has caused these presents to be signed by the Authority's Executive Director, and the Authority's seal to be hereunto affixed, and **Fomento de Construcciones y Contratas, S.A. (FCC SA)** has executed this Agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF  
PALM BEACH COUNTY

By:   
Daniel Pellowitz, Executive Director

(Seal)

ATTEST:

By:   
Sandra Vassalotti, Clerk to the Board

APPROVE AS TO LEGAL SUFFICIENCY

By:   
Howard J. Falcon, III  
General Counsel

APPROVE AS TO TERMS AND CONDITIONS

By:   
Signature  
John Archambo  
Print Name  
Director, Customer Services  
Title

ATTEST:

By: \_\_\_\_\_  
Corporate Secretary

FOMENTO DE CONSTRUCCIONES Y CONTRATAS, S.A.  
(FCC SA):



By:   
Signature

INIGO SANZ  
Print Name

MANAGING DIRECTOR AMERICAS  
Title

(Corporate Seal)

WITNESSES:

  
Witness Signature  
Brandy Davis  
Print Witness Name  
  
Witness Signature  
SANTIAGO CARRASCO  
Print Witness Name

Approved by Authority Board on February 13, 2019, Item No. 9.D.1

Solid Waste and Recycling Collection Services  
Franchise Agreement No. 19-402D

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### FORM 3. EXPERIENCE/REFERENCES

The Proposer shall use this form to identify each qualifying residential contract and comparable project that the Proposer wishes to use to address and satisfy the requirements in Section 5.1 ("Experience") and Section 4.2 (see Chapter 3) of this RFP. A separate copy of this form should be completed and submitted for each qualifying contract and comparable project. The Proposer is encouraged to identify other comparable projects in the text of Chapter 4 of its proposal, but the Proposer should not use this Form 5 to describe more than five (5) qualifying residential contracts. Please copy this form and use a separate copy for each qualifying contract and comparable project.

1. Name of Proposer: FCC Environmental Services, LLC
2. Name of Reference (i.e., City, County, or Governmental Entity): Volusia County Solid Waste Division
3. Reference's Address: 1990 Tomoka Farms Rd  

	Street	
<u>Port Orange</u>	<u>FL</u>	<u>32128</u>
City	State	Zip Code
4. Principal Contact Person for the Reference: Regina Montgomery
5. Phone Number for Contact Person: (386) 943-7889
6. E-mail Address (if available) for Contact Person: rmontgomery@volusia.org
7. Year that the Contract started with the Reference: 2020
8. Year that the Contract ended with the Reference: Ongoing - 2027

#### TYPE OF RESIDENTIAL COLLECTION SERVICE PROVIDED

Services Provided Under Contract (check all that apply)	Type of Collection Service	Number of Dwelling Units Served	Frequency of Collection		
			1x per week	2x per week	Other
<input checked="" type="checkbox"/>	Curbside Garbage with Cans/Bags	45,173	X		
<input type="checkbox"/>	Curbside Garbage with Carts				
<input checked="" type="checkbox"/>	Curbside Recyclables with Bins	45,173	X		
<input type="checkbox"/>	Curbside Recyclables with Carts				
<input checked="" type="checkbox"/>	Curbside Bulky Items and White Goods	45,173	X		
<input checked="" type="checkbox"/>	Curbside Yard Waste	45,173	X		





**AGREEMENT  
FOR  
RESIDENTIAL SOLID WASTE COLLECTION**

Between

THE COUNTY OF VOLUSIA

AND

FOMENTO de CONSTRUCCIONES Y CONTRATAS, INC.  
D.B.A. FCC, SA

County of Volusia  
Purchasing & Contracts Division  
123 West Indiana Avenue, Suite 302  
DeLand, Florida 32720-4608  
386-736-5935

of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Agreement shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. County may furnish to any Subcontractor to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done in accordance with the schedule of values.

5.6.4 **Subcontractors to Act Pursuant to this Agreement.** Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Agreement for the benefit of the County, and shall require all Subcontractors or other outside associates employed in connection with this Agreement to comply fully with the terms and conditions of this Agreement as such may apply to the Work or Services being performed for the Contractor.

5.6.5 **Consent Required for Substitution.** Any Subcontractor and/or outside associates required by the Contractor in connection with the Services covered by the Agreement will be limited to such individuals or firms as are specifically identified for the Scope of Services/Work assigned under this Agreement. Any substitution of such Subcontractors associates will be subject to the prior written approval of the County Project Manager.

## 6 TERM OF AGREEMENT

6.1 The term shall commence on April 1, 2020 for an initial term of seven (7) years and six (6) months and terminate on September 30, 2027. The County may elect, within its sole discretion, to extend said term for one additional seven (7) year renewal upon mutual written agreement between the parties and County Council approval.

6.2 The Work or Services to be rendered by the Contractor shall be commenced, as specified in this Agreement or as may be requested by the County and shall be completed within the time specified therein.


## 7 AGREEMENT PRICE AND COMPENSATION

7.1 **Payment Pursuant to Fee Schedule.** The Contractor shall be paid Compensation for all Work or Services. Total Compensation for this Agreement shall be comprised of the total cost of all projects, materials, equipment, labor, expenses (including reimbursable expenses), all mark-ups for overhead and profit more particularly described in Exhibits "B-1 through B-4 attached hereto and incorporated herein. The County agrees to pay the Contractor in current funds, as compensation for its Services.

7.2 **Errors and Omissions in Pricing.** Compensation shall not be adjusted because of errors or omissions which are not the fault of the County in computing the Work or Services costs which result in an increase in the cost of this Agreement or because the time for completion varies from the original estimate, including completion or substantial completion of this Agreement prior to the scheduled or Agreement

**18 SIGNATURES**

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement for **RESIDENTIAL SOLID WASTE COLLECTION** on the date last written below.

Attest:   
 George Recktenwald  
 County Manager  
 Date: 8/6/19

**COUNTY OF VOLUSIA**

BY:   
 Ed Kelley  
 County Chair  
 Date: 8/6/2019

Attest:   
 Signature

**FCC, SA**  
 BY:   
 Inigo Sanz  
 CEO and Managing  
 Director of the Americas

CARLOS AEBLA - NEW PROJECTS MANAGER  
 Print Name and Title

Date: 7/18/2019

Date: 7/18/2019

CC Date: 8-06-2019

### FORM 3. EXPERIENCE/REFERENCES

The Proposer shall use this form to identify each qualifying residential contract and comparable project that the Proposer wishes to use to address and satisfy the requirements in Section 5.1 ("Experience") and Section 4.2 (see Chapter 3) of this RFP. A separate copy of this form should be completed and submitted for each qualifying contract and comparable project. The Proposer is encouraged to identify other comparable projects in the text of Chapter 4 of its proposal, but the Proposer should not use this Form 5 to describe more than five (5) qualifying residential contracts. Please copy this form and use a separate copy for each qualifying contract and comparable project.

1. Name of Proposer: FCC Environmental Services, LLC
2. Name of Reference (i.e., City, County, or Governmental Entity): City of Edgewood
3. Reference's Address: 405 Bagshaw Way  

	Street	
<u>Edgewood</u>	<u>Florida</u>	<u>32809</u>
City	State	Zip Code
4. Principal Contact Person for the Reference: Bea Meeks
5. Phone Number for Contact Person: (407) 851-2920
6. E-mail Address (if available) for Contact Person: bmeeks@edgewood-fl.gov
7. Year that the Contract started with the Reference: 2021
8. Year that the Contract ended with the Reference: Ongoing - 2026

#### TYPE OF RESIDENTIAL COLLECTION SERVICE PROVIDED

Services Provided Under Contract (check all that apply)	Type of Collection Service	Number of Dwelling Units Serviced	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Curbside Garbage with Cans/Bags				
<input checked="" type="checkbox"/>	Curbside Garbage with Carts	868		x	
x	Curbside Recyclables with Bins	868	x		
<input type="checkbox"/>	Curbside Recyclables with Carts				
<input checked="" type="checkbox"/>	Curbside Bulky Items and White Goods	868	x		
<input checked="" type="checkbox"/>	Curbside Yard Waste	868	x		

## SOLID WASTE SERVICE AGREEMENT

THIS AGREEMENT is made and entered into on this 20th day of October, 2020, by and between the CITY OF EDGEWOOD, acting by and through its City Council, hereinafter referred to as "City," and FCC ENVIRONMENTAL SERVICES, LLC, hereinafter referred to as "Contractor."

### WITNESSETH:

**WHEREAS**, City is desirous of securing the services of the Company to operate a waste hauling service for the City; and

**WHEREAS**, Contractor desires to provide the operation of a waste hauling service for the City; and

**WHEREAS**, the City issued RFP 2020-01, which is attached hereto and incorporated herein as Exhibit "B," to solicit bids for waste hauling services; and

**WHEREAS**, Contractor submitted a proposal in response to RFP 2020-01, which proposal is attached hereto and incorporated herein as Exhibit "C," and, based upon said response, was selected by the City to provide waste hauling services; and

**WHEREAS**, the parties intend to enter an exclusive contract for the provision of waste hauling and related services within the City by the Contractor and understand and intend that RFP 2020-01 and Contractors' response to same are expressly incorporated into this contract; and

**WHEREAS**, the parties intend that this Agreement, RFP 2020-01, and Contractor's response to same shall be read *in pari materia*; however, in the event of any conflict between this Agreement and RFP 2020-01 or Contractor's response to same, the terms of this Agreement shall control.

**NOW, THEREFORE**, for and in consideration of the respective covenants herein contained, the parties agree as follows:

### Section 1. COMMENCEMENT OF WORK.

The refuse collection work outlined in this Agreement shall commence no later than January 1, 2021.

### Section 2. TERM.

The term of the Agreement shall be for a period beginning January 1, 2021, and terminating September 30, 2026. Upon agreement by both parties, this Agreement may be renewed for up to three additional five year periods.

### Section 3. DEFINITION OF TERMS.


3.1. *Agreement*. This Agreement and its Attachments.

3.2. *Biohazardous Waste*. Any solid waste or liquid waste, which is defined as biohazardous pursuant to Chapter 17-7, F.A.C.

3.3. *City*. The City of Edgewood.



**CITY OF EDGEWOOD, FLORIDA**

  
John Dowless, Mayor  
405 Bagshaw Way  
Edgewood, FL 32809

**FCC ENVIRONMENTAL  
SERVICES, LLC**

  
Dan Brazil  
Director of Collection Services  
10077 Grogans Mill Road, Suite 466  
The Woodlands, Texas 77380

ATTEST:

  
Bea Meeks, City Clerk

### Orange County FL - MSW

Since January 2016, FCC has the provided collection of solid waste and recyclables on a 10-year contract for Orange County, FL. Collection services provided to 87,649 residential households include solid waste, recycling, yard waste, and bulky waste. We operate 31 automated side loaders, 15 rear loaders, and 2 clamshells, all running on CNG fuel.

For this contract, Orange County transitioned from twice per week Solid Waste, rear-load, hand pick curbside collection service and once per week recycling in 18G bins to once per week Solid Waste with 95G carts and fully automated side load service and once per week recycling in 95G carts with fully automated side load service.



To help communicate the service changes to all residents, FCC distributed door hangers twice before the start of the contract. FCC's Regional Director of Operations (Charles Merkley) and General Manager were directly involved with the start-up process and continue to directly manage the services provided to the residents of Orange County. This contract is ongoing and expected to be completed in 2025.

**FCC is the largest service provider and the one with the lowest number of complaints.**

### Polk County FL - MSW

Since October of 2017, FCC began providing Refuse, Recycling, Yard, and Bulk waste services to 77,585 homes in Polk County. Service is provided with 22 automated side loaders, 13 twenty-five CY rear-loaders, 2 eight CY rear-loaders, and 2 clamshells trucks. For this contract, Polk County transitioned from recycling in 18G bins, to 65G carts serviced with automated trucks. In addition to the residential contract, in September of 2019 FCC started servicing 105 commercial dumpsters, plus open top roll-offs and compactors for the county.

FCC's Regional Director of Operations (Charles Merkley) was directly involved with the start-up process and continues to be directly involved in the services provided to the residents of Polk County with the General Manager (Terry Schweitzer). This contract is ongoing and expected to be completed in 2024.



### Palm Beach County FL - MSW

Starting in October 2019, the Solid Waste Authority of Palm Beach County (SWA) selected FCC as one of its vendors to provide collection services. FCC is the largest provider, servicing 111,523 single-family homes, as well as over 2,991 local commercial customers consisting of frontload and roll-off collections. The Palm Beach project has been managed by the Vice President of Operations (Dan Brazil), the Regional Director of Operations (Charles Merkley), and the General Manager (Joe Sandora). This contract is ongoing and expected to be completed in 2026.



**FCC is the largest hauler providing service in the County and the only one (out of 4) that has not received any liquidated damages since the start of the contract.**

### Volusia County FL - MSW

Since April 2020 FCC has provided the collection of solid waste, dual-stream recyclable materials, and yard waste for over 45,173 single-family homes in Volusia County FL. All our trucks (20 double axle REL, 6 single axle REL, 8 split body ASL, and 2 clamshells) all running on CNG fuel. In conjunction with the residential curbside collections, FCC provides source-separated recyclables for Volusia County facilities utilizing either 96 gal carts, mechanical front load dumpster, and enclosed roll-off containers. FCC's Vice President of Operations and Regional Director of Operations were directly involved with the start-up process and continue to be directly involved in the services provided to the residents of Volusia County.



**Services began April 1st of last year during the COVID-19 pandemic** and due to proactive company policies and safety procedures, we successfully started this contract on time with all equipment received and full staffing contributing to a seamless service transition. This contract is ongoing and expected to be completed in 2027. **FCC has never received liquidated damages.**

In December 2020, FCC was also awarded an additional contract to service over 95 front-load mechanical collection & roll-off containers at Volusia County Facilities. This contract began on March 1, 2021.

### Edgewood FL – MSW

FCC began providing services on January 1, 2021, to the City of Edgewood, FL for the collection of solid waste, recycling material, and yard waste. **Under this contract, FCC is servicing more than 868 residential homes as well as over 100 local commercial customers.**

### Omaha NE - MSW

On November 30, 2020, FCC started a 10-year contract for the collection of solid waste, recycling material, and yard waste for the City of Omaha. **Under this contract, FCC is servicing more than 150,000 residential homes.** Additionally, FCC is operating several drop-off sites within the City. Since the beginning of the contract, **FCC has never received liquidated damages**



### Rowlett TX - MSW

For the City of Rowlett, TX FCC provides collection services for over 19,000 homes as well as over 500 local commercial customers consisting of frontload and roll-off collection. We began this contract in October of 2017 and since then we have provided superior service and have become involved in the community by participating in all locally sponsored cleanup events as well as members of the local Chamber of Commerce. Since the beginning of the contract, **FCC has never received liquidated damages.** This contract is ongoing and expected to be completed in 2024.



### Houston TX –Biosolids

This is a 5-year contract with the City of Houston, TX for Municipal Waste. This contract has been renewed with a value of \$35.7 M, including 13 trucks, 40 end dump trailers, 4 vacuum tanker trailers, and roll-off boxes. FCC provides transportation and disposal of the waste generated in the water treatment plants.



### Wellington FL – MSW

On May 11, 2021, FCC was awarded a 10-year contract for the collection of residences and commercial businesses within the Village of Wellington. FCC will begin providing collection services to over **25,000 residents and 450 commercial customers** on December 30, 2021.

### Hillsborough County FL – MSW

On June 3, 2021, FCC was awarded an 8 year and 8-month contract for the collection of one of three collection zones for residents of Hillsborough County, FL. With this contract FCC will provide collection services to over **105,000 residents and will be one of the three exclusive haulers allowed to provide commercial collections within Hillsborough County for more than 10,000 customers.**



## B. PRIOR PERFORMANCE - FORM 4

FCC is proud of its long history of providing an excellent level of service in all the municipalities in which it provides services. Thanks to its dedication and excellent level of service, no civil, criminal, administrative or bankruptcy proceeding has been filed against FCC.

Additionally, no similar proceeding concerning FCC's rights, remedies, or duties in a Contract it is currently in has been filed, and no City/County or Government entity has terminated a contract with FCC in the past 5 years.

Finally, FCC has only been assessed liquidated damages related to solid waste services involving \$10,000 (in one month) or more. It was in February 2016 (\$15,100) and in March 2016 (\$13,200) during the transition of Orange County Contract where customers changed from twice a week manual collection to once a week automated collection.

Since then and as shown in Chapter 4.D, FCC has been the hauler with the least amount of complaints and service issues.


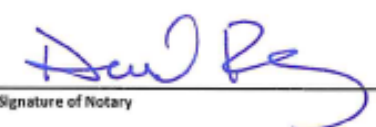
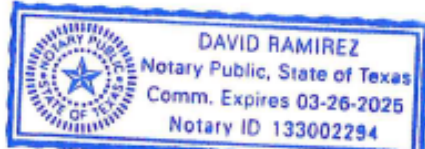
#### FORM 4 – Compliance Certification Form

*Please check the appropriate box where indicated and initial where indicated for each of the listed requirements for certification. This Form must also be signed, notarized, and dated by the same signatory.*

1. **Scrutinized Companies** - Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with local governments for goods or services of one million dollars (\$1,000,000) or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or are engaged in business operations in Cuba or Syria. Both Lists are created pursuant to section 215.473, Florida Statutes. In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services. As the person authorized to sign on behalf of Proposer, I hereby certify that Proposer is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. In addition, Proposer is not listed on the Scrutinized Companies that Boycott Israel List, or is engaged in any boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Cuba or Syria, or boycotting Israel may subject the Proposer to civil penalties, attorney's fees, and/or costs. Initials IS
  
2. **Public Entity Crime** - Any person or affiliate who has been placed on the convicted vendor list following a conviction of a **public entity** crime may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below is qualified to submit a proposal under Fla. Stat. §287.133(2)(a). Initials IS
  
3. **Americans with Disabilities Act** - The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA. Initials IS
  
4. **Drug-Free Work Place** - As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below in the section entitled "Respondent Vendor's Name" is in compliance with Florida Statute 287.087, providing a Drug-Free Workplace. Initials IS

5. **Compliance With Public Records** - Upon award, recommendation, or thirty (30) days after receipt, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. The submission of a proposal authorizes release of Proposer's credit data to City of Palm Coast. If the Proposer submits information exempt from public disclosure, Proposer must identify with specificity which pages/paragraphs of its proposal are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate electronic file marked accordingly. By submitting a response to this solicitation, Proposer agrees to defend the City in the event City is forced to litigate the public records status of Proposer's documents. Initials IS
  
6. **Litigation:** Provide a summary of all litigation, claim(s), or contract dispute(s) filed by or against the Proposer in the past five (5) years that are related to the services the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.  
☐ Applicable ☒ Not Applicable. Initials IS
  
7. **License Sanctions:** Attach a list of any regulatory or licensing agency sanctions within the past five (5) years. Check appropriate box: ☐ Applicable ☒ Not Applicable Initials IS
  
8. **Vendor Registration** - All proposers awarded contracts, purchase orders, or work orders must register as a vendor with the City of Palm Coast. Please indicate if your company has registered as a vendor with the City of Palm Coast. ☐ I have already registered as a vendor with the City. ☒ I have not registered as a vendor with the City, but plan to do so if awarded a contract, purchase order, or work order through this solicitation. Initials IS
  
9. **Proposal Submission Acknowledgement** - The Proposer has carefully examined the RFP, including the Instructions, Contract Template, addenda, and any other accompanying documents for this project. The Proposer has completely analyzed the information contained in this RFP as guidance for the preparation its proposal. The Proposer's submittal is sufficiently specific, detailed and complete to clearly and fully demonstrate the Proposer's understanding of the proposed work and/or product requirements. The Proposer agrees and understands that, if awarded, all portions of the proposal shall become an integral part of the agreement and contract with the City of Palm Coast, Florida. Should there be a conflict between the proposal and the RFP, the RFP shall prevail. Initials IS

I certify that all information contained in this proposal is truthful and correct at the time of submission. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the contract. I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Palm Coast or of any other interested proposer; and that the undersigned executes this Certification with full knowledge and understanding of the matters herein contained and is duly authorized to do so. The signatory for the Proposer swears that none of the information supplied was for the purpose of defrauding the City.

FORM 4 – Compliance Certification Form (Continued)	
<b>PROPOSER</b>	
FCC Environmental Services, LLC	STATE OF <u>Texas</u> )
Printed Name of Proposer	) ss
	COUNTY OF <u>Montgomery</u> )
Signature	Sworn to and subscribed before me by means of <input type="checkbox"/> physical presence or <input type="checkbox"/> online notarization
Inigo Sanz	This <u>28</u> day of
Printed Name	<u>September</u> 20 <u>21</u>
CEO / President	
Printed Title	Signature of Notary
9/28/2021	<u>David Ramirez</u>
Printed Date	Printed, Typed, or Stamped Name of Notary
inigo.sanz@fccenvironmental.com	Notary Public, State of <u>Texas</u>
Contact Email	My commission expires <u>03-26-2025</u>
9172 Ley Rd	Personally Known <u>X</u>
Street Address /Suite #	-OR-
Houston, TX 77078	Produced Identification _____
City, State Zip	Type: _____
(832) 404-2361	
Phone	
	

## CHAPTER 3 STAFFING & SUBCONTRACTORS

### A. ORGANIZATION - FORM 5

#### FORM 5. STAFFING

1. Provide an organizational chart for the professional or management level staff positions that will be used by the Proposer to provide Collection Services for the City.
2. With regard to the staff positions identified in response to No. 1, above, please provide a narrative description of the duties and responsibilities of each staff position and the qualifications required for each position.
3. Proposers must provide a District Manager and a Field Supervisor (or employees with comparable titles and responsibilities) who will be accessible to the City at all times. Provide information demonstrating that both of these individuals will satisfy the minimum requirements in Section 5.1 of the RFP.
4. With regard to the individuals identified by the Proposer in response to No. 1-3, above, please indicate whether any of these individuals will be used to service any contract or franchise agreement for other cities or communities.
5. For each member of the professional or management staff that will be responsible for providing services to the City, please provide a resume indicating the individual's areas of expertise and experience. Resumes must include the following information; however, additional information also may be provided by the Proposer.

- |    |   |  |
|----|---|--|
| A. | Name & Title                                    | Charles Merkley, Regional Director of Operations |
| B. | Assignment on City's Project                    | Manager - All of Florida                         |
| C. | Years of Experience with:                       |  |
|    | The Proposer's Company                          | 5+ Years   |
|    | Other Similar Companies                         | 42+ Years  |
| D. | Education:                                      |  |
|    | Degree(s)                                       | N/A  |
|    | Year/Specialization                             | N/A  |
| E. | Summary of Professional Training and Experience | See resume included below                        |
| F. | Other Relevant Experience and Qualifications    | See resume included below                        |



## FORM 5. STAFFING

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4. With regard to the individuals identified by the Proposer in response to No. 1-3, above, please indicate whether any of these individuals will be used to service any contract or franchise agreement for other cities or communities.
5. For each member of the professional or management staff that will be responsible for providing services to the City, please provide a resume indicating the individual's areas of expertise and experience. Resumes must include the following information; however, additional information also may be provided by the Proposer.

- A. Name & Title **Mitchell Dahlstrom, General Manager**
- B. Assignment on City's Project **Manager - Volusia County & Palm Coast**
- C. Years of Experience with:
 

The Proposer's Company	<b>1 Years</b>
Other Similar Companies	<b>12+ Years</b>
- D. Education:
 

Degree(s)	<b>Bachelor of Business Administration</b>
Year/Specialization	<b>1986 - Business Management</b>
- E. Summary of Professional Training and Experience **See resume included below**
- F. Other Relevant Experience and Qualifications **See resume included below**

## FORM 5. STAFFING

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5. For each member of the professional or management staff that will be responsible for providing services to the City, please provide a resume indicating the individual's areas of expertise and experience. Resumes must include the following information; however, additional information also may be provided by the Proposer.

- |    |   |  |
|----|---|--|
| A. | Name & Title                                    | <b>Chris Ziobro - Fleet Maintenance Manager</b>  |
| B. | Assignment on City's Project                    | <b>Manager - Volusia County &amp; Palm Coast</b> |
| C. | Years of Experience with:                       |  |
|    | The Proposer's Company                          | <b>1+ Years</b>                                  |
|    | Other Similar Companies                         | <b>17+ Years</b>                                 |
| D. | Education:                                      |  |
|    | Degree(s)                                       | <b>N/A</b>                                       |
|    | Year/Specialization                             | <b>N/A</b>                                       |
| E. | Summary of Professional Training and Experience | <b>See resume included below</b>                 |
| F. | Other Relevant Experience and Qualifications    | <b>See resume included below</b>                 |

## FORM 5. STAFFING

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5. For each member of the professional or management staff that will be responsible for providing services to the City, please provide a resume indicating the individual's areas of expertise and experience. Resumes must include the following information; however, additional information also may be provided by the Proposer.

- A. Name & Title **Randall Way- Route Manager**
- B. Assignment on City's Project **Palm Coast - Lead Route Manager**
- C. Years of Experience with:
 

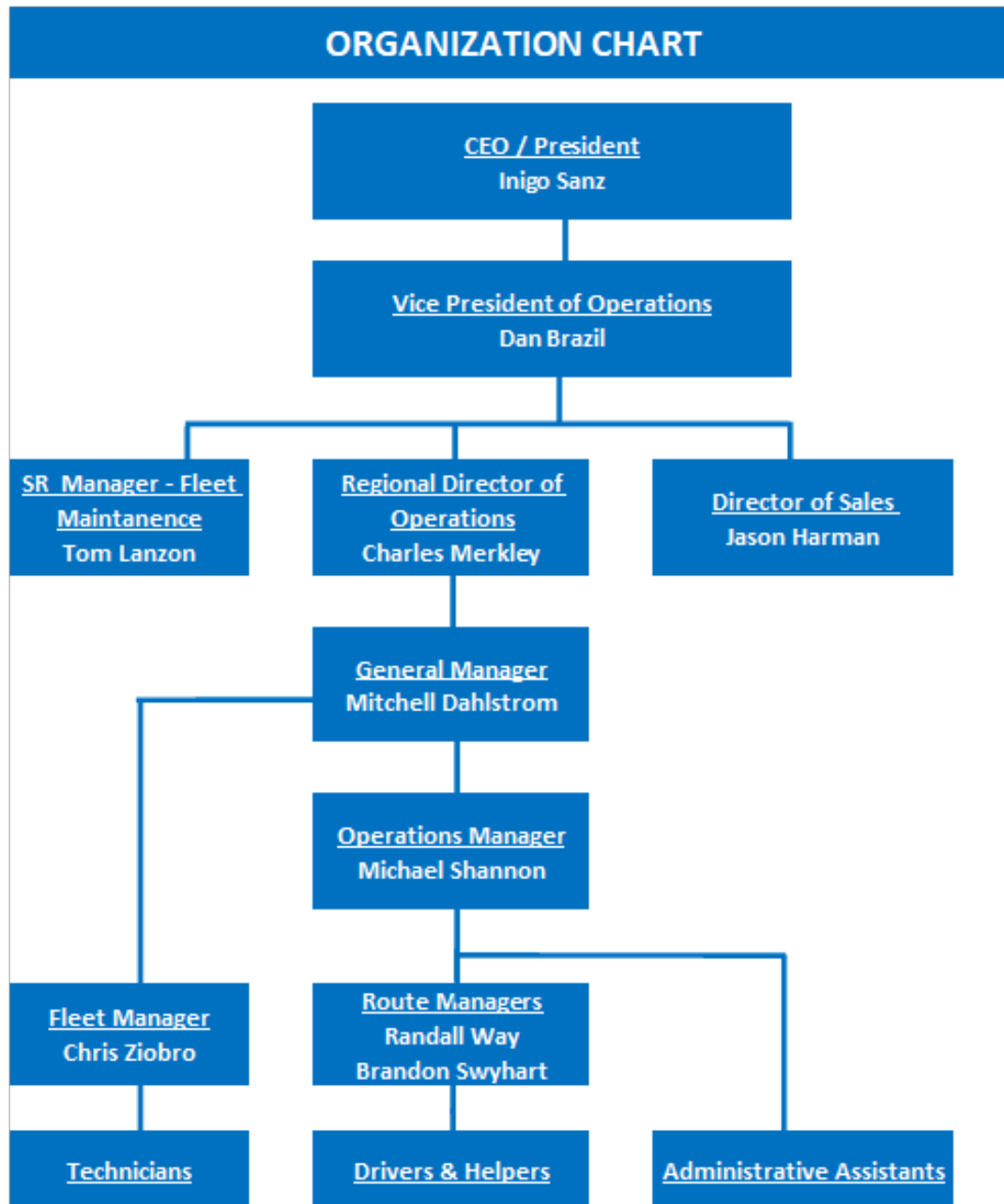
The Proposer's Company	<b>1+ Years</b>
Other Similar Companies	<b>25+ Years</b>
- D. Education:
 

Degree(s)	<b>N/A</b>
Year/Specialization	<b>N/A</b>
- E. Summary of Professional Training and Experience **See resume included below**
- F. Other Relevant Experience and Qualifications **See resume included below**

## FORM 5. STAFFING

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- |    |   |  |
|----|---|--|
| A. | Name & Title                                    | <b>Brandon Swyhart - Route Manager</b> |
| B. | Assignment on City's Project                    | <b>Palm Coast - Route Manager</b>      |
| C. | Years of Experience with:                       |  |
|    | The Proposer's Company                          | <b>1+ Years</b>                        |
|    | Other Similar Companies                         | <b>2+ Years</b>                        |
| D. | Education:                                      |  |
|    | Degree(s)                                       | <b>N/A</b>                             |
|    | Year/Specialization                             | <b>N/A</b>                             |
| E. | Summary of Professional Training and Experience | <b>See resume included below</b>       |
| F. | Other Relevant Experience and Qualifications    | <b>See resume included below</b>       |



### Inigo Sanz – Chief Executive Officer / President

E-mail: [inigo.sanz@fccenvironmental.com](mailto:inigo.sanz@fccenvironmental.com)

Phone: 832-404-2361

Inigo has over 25+ years of experience in leading and managing organizations in the solid waste industry. He excels in leadership and implementation of business planning processes while developing strategies to meet future challenges.



### **Dan Brazil – Vice President of Operations**

**E-mail:** [dan.brazil@fccenvironmental.com](mailto:dan.brazil@fccenvironmental.com)

**Phone:** 832-404-2597

Dan has 13+ years of experience in transportation operations and environmental services with UPS and Waste Management before joining FCC. He has vast knowledge in operations, safety, and customer focus environments driving continuous improvement through employee engagement and performance management.

### **Tom Lanzon – Sr. Manager - Fleet Maintenance**

**E-mail:** [thomas.lanzon@fccenvironmental.com](mailto:thomas.lanzon@fccenvironmental.com)

**Phone:** 407-558-0229

Tom brings over 30 years of experience with a proven track record of successfully implementing systems, policies, procedures and managing multi-million-dollar budgets of multiple locations. As Sr. Manager - Fleet Maintenance, Tom manages the repair and maintenance of all US collection vehicles. He also analyzes the vehicle and equipment replacement schedule, maintains records per federal and state law, and oversees and retains our relationships with vendors for all equipment and services. Before joining the FCC team, Tom worked with Advanced Disposal Services, Waste Management, and Republic Services as a Fleet Manager.

### **Jason Harman – Director of Sales**

**E-mail:** [jason.harman@fccenvironmental.com](mailto:jason.harman@fccenvironmental.com)

**Phone:** 832-246-2088

Jason brings 25 years of experience to FCC as the director of sales. Jason oversees all aspects of the FCC sales team within the United States. Jason leads, supports, and trains sales professionals to offer waste & recycling solutions to Manufacturing, Industrial, Municipalities, and Commercial prospects. Jason is a highly accomplished sales leader with proven success in implementing new products and onboarding programs.

### **Charles Merkley – Regional Director of Operations**

**E-mail:** [charles.merkley@fccenvironmental.com](mailto:charles.merkley@fccenvironmental.com)

**Phone:** 407-504-8505

Charles brings 42 years of experience to FCC. As Regional Director of Operations, Charles oversees all aspects of the Florida team to include HSE compliance and culture, analyzing routes, customer inquiries, equipment maintenance, and scheduling, contractual obligations, and the training and development of staff. Also, Charles manages DOT compliance, tailgate safety team meetings, risk assessment and management, and maintaining and building relationships with our clients.

Before FCC, Charles was with Advance Disposal Services as District Manager. He was directly responsible for operations for two large districts located in Jacksonville, St. Johns, and Clay counties of Florida. These operations included 100,000 residential units, 5,000 commercial, and 2,500 industrial accounts.

### **Mitchell Dahlstrom –General Manager**

**E-mail: [mittchell.dahlstrom@fccenvironmental.com](mailto:mittchell.dahlstrom@fccenvironmental.com)**

**Phone: 407-504-8001**

Mitch will be the primary point of contact with the City during the transition for all technical and administrative matters. This role will have the authority to make significant decisions concerning the daily operations in the City of Palm Coast. He will have direct access to FCC's senior management for any issue beyond his authority. He will be directly responsible for the recruiting, training, safety, and compliance of all personnel servicing the City of Palm Coast. He also manages directly labor costs, schedules, routes, and customer satisfaction.

### **Michael Shannon –Operations Manager**

**E-mail: [michael.shannon@fccenvironmental.com](mailto:michael.shannon@fccenvironmental.com)**

**Phone: 386-337-1062**

Michael has 10+ years of experience in waste and recycling collection operations. As the Operations Manager, Michael ensures the daily operations at the Daytona Beach facility, ensuring all employees work within "FCC's Collection Rules to Live By". In addition to the City of Palm Coast, Michael will continue to work and managed FCC's existing Volusia County Contract.

### **Chris Ziobro – Fleet Manager**

**E-mail: [chistopher.ziobro@fccenvironmental.com](mailto:chistopher.ziobro@fccenvironmental.com)**

**Phone: 321-396-7506**

Chris will be the primary point of contact with the City of Palm Coast on all issues regarding the fleet and its maintenance. This role will have the authority to make significant decisions concerning the fleet servicing the City of Palm Coast. In addition to the City of Palm Coast, Chris will continue to oversee FCC's vehicles and maintenance in the Volusia County Contract.

### **Randall Way – Lead Route Manager**

**E-mail: [randall.way@fccenvironmental.com](mailto:randall.way@fccenvironmental.com)**

**Phone: 386-265-6137**

The City will have direct access to Randall Way who will be directly responsible for handling any issues regarding service provided in the City of Palm Coast. In this role, Randy will be responsible for the service, safety, and production of all drivers on the assigned routes. He will ensure that all collection routes are properly completed. Randy will also manage driver compliance in all aspects of training, DOT drug and alcohol regulations, and physical requirements.

### **Brandon Swyhart –Route Manager**

**E-mail: [brandon.swyhart@fccenvironmental.com](mailto:brandon.swyhart@fccenvironmental.com)**

**Phone: 386-337-4283**

The City will have direct access to Brandon Swyhart who will be directly responsible for handling any issues regarding service provided in the City of Palm Coast. In this role, Brandon will be responsible for the service, safety, and production of all drivers on the assigned routes. He will ensure that all collection routes are properly completed. Brandon will also manage driver compliance in all aspects of training, DOT drug and alcohol regulations, and physical requirements.

## INIGO SANZ

### SKILLS & ABILITIES

Highly motivated and experienced management professional skilled in orchestrating business strategy, operations and fiscal excellence for successful organizations in the waste management industry, with experience in Europe and the Americas. Offers a demonstrated record of results in multiple business environments. Excels in the leadership and implementation of business planning processes while developing strategies to meet future challenges; leads major projects focused on revenue growth and improved collaboration, as well as internal process improvement and efficiency.



### SELECTED CARRER ACHIEVEMENTS

- Launched the first integral industrial waste management facility in Latin America in 1996, participating in permitting, construction and start-up of a fully integrated facility in Santiago de Chile.
- Led the largest decontamination project in Europe, a \$210M project to remove chemical contamination from the Ebro River in Spain that threatened the drinking water supply for over 500,000 individuals.
- Secured an \$86M agreement for the largest decontamination project in Italy, focused on the collection, transportation, disposal and /or recovery/reuse of toxic sludge produced by the biological treatment of the POWT of Syracuse, Sicily.

### PROFESSIONAL EXPERIENCE

#### CHIEF EXECUTIVE OFFICER, FCC

2013 - Present

Promoted to create from scratch a new market in the United States, with authority over 800 employees, all US business operations and sales, and full P&L accountability. Exercises responsibility for financials, business development, production, human resources and administrative affairs. Has accomplished outstanding results, cementing the company as a key competitor in the United States and securing 19 large-value contracts over a four year period.

#### CHIEF OPERATIONS OFFICER – WASTE MANAGEMENT DIVISION, FCC, SPAIN

2002 – 2013

Led vision, strategy, and execution for all aspects of operations at the corporate headquarters in Spain, with 1,600 employees and \$400M in annual revenue. Maintained accountability for the financial performance and operations of 130 waste treatment facilities throughout Europe and the United States, as well as all recycling facilities in South Europe. Exercised the authority to negotiate the key terms and conditions of high level contracts, while administering multimillion dollar budgets with full P&L responsibility. Innovated groundbreaking strategic plans and ideas that served as the foundation for sustained growth.

Successfully grew operations by 300% through the demands of the Bakken Oilfield Boom. Reduced recordable injuries by 50% by introducing an employee driven safety committee focused on peer to peer coaching. Improved employee retention by working with Corporate Compensation to develop a bonus incentive pay structure along with cultural change items to improve workplace satisfaction.

### EDUCATION

INSTITUTO DE ECONOMIA APLICADA EN LA EMPRESA – MASTERS OF BUSINESS ADMINISTRATION

UNIVERSIDAD DEL PAIS VASCO – M.S. CHEMICAL SCIENCE

UNIVERSIDAD POLITECNICA DE VALENCIA – MASTER'S IN ENVIRONMENTAL LAWS

## DANIEL M. BRAZIL

### SKILLS & ABILITIES

Highly accomplished leadership professional with experience in operations, team management, safety compliance, strategic planning and tactical execution. Results-oriented, decisive leader with proven success in implementing effective process improvements and cultural change.



### PROFESSIONAL EXPERIENCE

#### VICE PRESIDENT OF OPERATIONS, FCC

Feb 2019 - Present

Overall responsibility of 7 hauling sites totaling over 300 collection routes, recycling, and post-collection operations at FCC's Material Recycling Facilities, 7 direct reports and 800 indirect reports. Full P&L responsibility, and responsible to lead organic open market growth strategy for the US.

#### SENIOR DISTRICT MANAGER – WASTE MANAGEMENT, MN

Feb 2017 – Feb 2019

Responsible for 2 hauling sites totaling 100 collection routes, 2 transfer stations, and 2 centralized container/compactor repair shops including 4 direct reports and 170 indirect reports. \$56MM annual P&L responsibility in a highly competitive market. Partnered with sales to ensure customers received service while driving organic growth. SDO and MSDO Certified with focus on Container Shop Optimization.

#### OPERATIONS IMPROVEMENT MANAGER – WASTE MANAGEMENT, MN

May 2013 – Feb 2017

Managed the efficiency, service and safety of 350 routes over 29 hauling sites and 4 states. Partnered with Corporate headquarters to implement and drive sustainable enhancements through technology offerings. Initiated and developed the routing and logistics team for WI/MN area focused on routing and optimization. SDO Master Certifier focused on change management and team engagement to drive continuous improvement through improved processes and mindset coaching.

#### BUSINESS MANAGER - UNITED PARCEL SERVICE, ND

May 2012 – May 2013

Successfully grew operations by 300% through the demands of the Bakken Oilfield Boom. Reduced recordable injuries by 50% by introducing an employee driven safety committee focused on peer to peer coaching. Improved employee retention by working with Corporate Compensation to develop a bonus incentive pay structure along with cultural change items to improve workplace satisfaction.

#### ON-ROAD SUPERVISOR - UNITED PARCEL SERVICE, ND

Nov 2010 – May 2012

Improved quality of service by reducing late air service by 15%. Reduced 10 operational hours per day through performance management and route optimization. Developed lead driver trainers to provide improved quality of training for new drivers.

#### DISPATCH SUPERVISOR - UNITED PARCEL SERVICE, ND

Mar 2008 – Nov 2010

Reduced operation mileage by 10% through route optimization. Improved customer response contact time to 1 hour by training local specialist with customer focused mindset.

### EDUCATION

NORTH DAKOTA STATE UNIVERSITY – FARGO, ND – MANAGEMENT INFORMATION SYSTEMS

Thomas.Lanzon@fccenvironmental.com

## THOMAS H LANZON

### SKILLS & ABILITIES

Highly accomplished manager with a proven record of successfully implementing systems, policies, procedures and acquisitions. Capable of managing small or large fleets, facility and staff, with past experience of \$1 million dollar a month budgets and multiple locations. Experience in supporting sales, finance and operations in multiple contract implementations across the State of Florida.



### PROFESSIONAL EXPERIENCE

#### SR. MANAGER – FLEET MAINTANANCE, FCC

Sep 2015 - Present

Responsible for managing multiple staff and shops located throughout the entire company. Ensures that Fleet Managers properly managed and schedule staff, budgets and part inventories and PM's.

#### FLEET MANAGER – ADVANCED DISPOSAL, FL

Feb 2009 – May 2015

Responsible for managing and scheduling staff, budgeting, parts inventory, PM's and maintenance of vehicles at multiple locations.

#### SENIOR FLEET MANAGER – WASTE MANAGEMENT, FL

Jan 2004 – Jan 2009

Responsible for managing and scheduling staff of 40 employees, which included technicians and welders, 200+ vehicles and \$1 million dollar a month budge.

#### FLEET MANAGER – REPUBLIC WASTE, FL

Dec 1999 – Jan 2004

Managed and scheduled staff of 15 employees including technicians, welders, compactor repair shop, container delivery drivers. Fleet responsibilities included 105+ vehicles, monthly budge, and all landfill and transfer station equipment.

#### FLEET MANAGER – WASTE MANAGEMENT, FL

Jul 1997– Aug 1998

Managed and scheduled staff of 32 employees which included technicians, welders, compactor repair, and delivery drivers. Responsible for budget, part inventory and maintenance of 160+ vehicles.

#### MAINTENANCE SUPERVISOR – WASTE MANAGEMENT, FL

Feb 1996 – Jun 1997

Managed and scheduled staff of 20 mechanics and fleet of 112 vehicles. Responsible for monthly budgets, parts inventory and relationships with vendors, PM's and maintenance of all equipment.

#### FLEET MANAGER – ATLANTIC WASTE MANAGEMENT, FL

Jul 1993 – Feb 1996

Managed maintenance facilities at two separate locations which included 62 vehicles and staff of 13 mechanics. Responsible for monthly budgets, parts inventory, PM's and maintenance on all equipment.

#### FLEET MANAGER – WATE MANAGEMENT, FL

Apr 1988 – Jun 1993

Managed a staff of 6 mechanics and 60 residential vehicles. Responsible for parts inventory, relationships with vendors, monthly maintenance budget, scheduling PM's and repairs on vehicles. Also, heavily involved with operations on any start-ups, including Orange County recycling and setup up of a new MRF.



Jason.Harman@fccenvironmental.com

## JASON HARMAN

### SKILLS & ABILITIES

Highly accomplished sales leader with experience in training and implementing sales strategies, with proven success in implementing new produces, and onboarding programs.



### PROFESSIONAL EXPERIENCE

#### DIRECTOR OF SALES, FCC

Overall responsibility of managing all sales within the United States. Specializing in leading, supporting and training sales professionals to offer waste & recycling solutions to Manufacturing, Industrial, Municipalities and Commercial prospects. Collaborate with Operations team to ensure FCC customers are supplied with the necessary knowledge and equipment to run their business effectively as it relates to waste & recycling. Collaborating and implementing sustainability initiatives with Municipalities and Schools.

#### MARKET SALES MANAGER - MISSISSIPPI AND ALABAMA

Supervised activities of 17 Sales representatives. Ensured that team member meet or exceed sales call activity, sales pipeline growth, and new sales revenue. Effectively manage, maintain and sure the use of Waste Management Sales tools (i.e. Prospect Management, CRM-Salesforce.com, Proposal Program, Pricing Tools, etc.). Ensured Outside Sales Team was trained in the use of tools. Provided expert industry knowledge and interpretation for sales representatives and customers. Assisted in the communication and maintenance of the Market Area's pricing and service strategies. Interviewed and selected qualified candidates for open positions, and collaborated with Operations and National Account Teams.

#### REGIONAL SALES TRAINER – ENTIRE GULF COAST

Quarterbacked the design and implementation of the WM sales new hire onboarding program nationwide. Provided classroom training, certified in SFDC, negotiations, Virtual training, Challenger Sale & COMMIT to coaching. Participated in field rides, providing feedback to sales teams. Designed, implanted and oversaw the sales development solutions that supported the business strategy

#### AREA MANAGER – INDIANA & MICHIGAN

Lead a team of 19 sales professionals and drove profitable sales growth in the assigned territory. Recruited, coached, developed and trained new and existing Account Executives in a highly competitive contractual business. Managed a monthly P&L statement with the focus of increasing revenues and overall profits.

#### REGIONAL SALES TRAINER – COVERED 9 STATES

Responsible for 70 Sales Professional, 7 Sales Mangers, and 2 Directors in 3 regions. Designed and trained on Salesforce 1 app, Online Manuals to connect employees, customers to engage in business. Used technical data to empower Sales Professionals to offer insights to potential customers to gain business. On-Boarded all new sales positions in the region. Led classrooms for Aramark Sales University designed for mid to senior level managers/directors delivering sales development skills. Led the design, development, facilitation and implementation of sales programs, policies and strategies tailored to meet organizational development needs and goals.

#### DISTRICT SALES MANAGER – MISSOURI, ILLINOIS & KENTUCKY

Lead, coached, and developed sales staff of 24 persons in 8 locations across 3 states. Designed and implemented TotalControl software to empower customers to make dramatic improvements in how they bid a job and control their rental fleet. Successfully lead groups to obtain qualitative and quantitative goals while developing and executing sales strategies for geographic portfolios and accounts.

### EDUCATION

SOUTHWEST MISSOURI STATE UNIVERSITY – SPRINGFIELD, MO – BUSINESS COMMUNICATIONS

Charles.Merkley@fccenvironmental.com

## CHARLES MERKLEY

### SKILLS & ABILITIES

Highly accomplished leadership professional with experience in operations, team management, safety compliance, implementing systems and acquisitions. Results-oriented, with proven success in solid waste and recycling hauling facilities.



### PROFESSIONAL EXPERIENCE

#### REGIONAL DIRECTOR OF OPERATIONS, FCC

Aug 2015 - Present

Responsible for all lines of business to include FCC's curbside residential waste, recyclables, commercial, front load, and roll-off collection contracts as well as open market work within Florida.

#### DIRECTOR OF OPERATIONS FOR STARTUP HAULING AND RECYCLING – TRASH TAXI, AL

Apr 2014 – Apr 2015

Directly responsible for financial, compliance and governmental relations for the new startups in Pelham AL.

#### GENERAL/DISTRICT MANAGER – ADVANCED DISPOSAL SERVICES, FL & GA

Feb 2008 – Feb 2014

Directly responsible for financial, compliance and governmental relations for two large hauling districts located in Jacksonville, St. John's and Clay County FL; between three facilities they serviced over 100,000 residential units as well as 5,000 commercial and 2,500 industrial accounts.

#### VICE PRESIDENT OF OPERATIONS – CHOICE ENVIRONMENTAL SERVICES, FL

Mar 2007– Feb 2008

Directly responsible for financial, compliance and governmental relations for South FL solid waste hauling and recycling facilities.

#### NORTH FLORIDA MARKET AREA SENIOR DISTRICT MANAGER – WASTE MANAGEMENT, FL

Dec 1999 – Mar 2007

Directly responsible for financial, compliance and governmental relations for transfer stations and landfills in the North Florida Market.

#### GENERAL MANAGER - EASTERN ENVIRONMENTAL SERVICES

Nov 1996 – Dec 1999

#### REGIONAL MANAGER – BROWNING FERRIS INDUSTRIES

Dec 1994 – Oct 1996

#### REGIONAL OPERATIONS MANAGER – ATTWOOD/IWS

Oct 1983 – Dec 1994

#### WELDER – SCA SERVICES

Aug 1979 – Sep 1983

### EDUCATION

DAYTONA BEACH COMMUNITY COLLEGE – DAYTONA, FL – BUSINESS ADMINISTRATION

## MITCHELL DAHLSTROM

### SKILLS & ABILITIES

Highly accomplished leadership professional with excellent management, safety/environmental, and public relation skills with a commitment to human development. A talent for identifying, analyzing, and resolving both procedural and customer issues. .



### PROFESSIONAL EXPERIENCE

#### CENTRAL FLORIDA GENERAL MANAGER, FCC

2021 - Present

Manage all aspects of Waste and Recycling Collection Operations and provide support to all route members of the team, in all aspects of daily operations. Primary duties included:

- Manage P&L for internal and external sales, procurement, operations, transportation, safety etc.
- Establish and manage long term goals that align with FCC's Standards
- Manage 9 direct reports and over 100 Indirect Reports
- Manage all relationships with vendors to ensure overall contract compliance and client satisfaction
- Establishes, implements, and promotes a World Class Safety Culture amongst all employees
- Manages all transportation and logistics functions for collection route operations.

#### SENIOR DISTRICT MANAGER – WASTE MANAGEMENT, ND

2009 - 2021

Managed and was responsible for all Waste Collection, Environmental, and Safety Operations in the State of North Dakota and NW Minnesota. Executed/Created the Strategic Business Plan for growth in the State of North Dakota, which included several Acquisitions. Created a World Class Safety Culture, which led the Wisconsin/Minnesota/Dakota Market Area. Responsible for ensuring compliance for all OSHA, DOT, and other State regulatory agencies.

This Operation set Benchmark's which consists of a \$42+ Million Dollar Business, with EBITDA over \$17.5 Million/or over 41%. Revenues have grown over 250% and EBITDA has grown over 300% since 2009

#### Accomplishments:

- Circle of Excellence Winner in 2018 and 2019 (Top 1% Performer in Waste Management)
- World Class Safety Results in 2017, 2018, 2019, and 2020 (TRIR/HARR/VARR)
- Injury Free in 2010, 2011, 2012, 2015, and 2017
- Accident Free since 2016
- Promoted to Senior District Manager in 2017
- Selected and Completed the first Leadership Forum for the Market Area in 2018
- Both Districts fully Certified in Service Delivery Optimization (SDO)
- Ten straight years of Revenue Growth and Growth in EBITDA
- Selected/Trained/Developed one of most talented Managerial Teams in the Market Area

### EDUCATION

UNIVERSITY OF NORTH DAKOTA – GRAND FORKS, ND – BACHELOR OF BUSINESS – ADMINISTRATION  
IN BUSINESS MANAGEMENT

## MICHAEL A. SHANNON SR.

### SKILLS & ABILITIES

Self-motivated professional with excellent interpersonal, organizational and customer service skills who is highly enthusiastic, deeply driven, and capable of handling work and personal tasks; especially competent in settings requiring strong customer service, communication skills, project coordination, strong comprehension skills and multitasking capabilities.



### PROFESSIONAL EXPERIENCE

#### OPERATIONS MANAGER - FCC, FL

Dec 2020 - Present

Responsible for evaluating performance, implementing strategies, and analyzing results, in detail, of all routes within Volusia County. Responsible for the daily completion of all routes, and ensuring all employees work within "FCC's Collection Rules to Live By."

#### LEAD ROUTE MANAGER – FCC, FL

Apr 2020 – Dec 2020

Member of the Volusia County start up team. Assisted in hiring, and training of operational staff. Oversaw and lead route managers to effectively lead route drivers to exceed productivity goals and expectations on the routes. Created, modified and improved routes to maximize densities and improve efficiencies. Oversaw safety and accident prevention programs to ensure all reasonable actions were taken to prevent accidents and injuries.

#### OPERATION SUPERVISOR – REPUBLIC SERVICES, FL

Feb 2011 – Mar 2020

Responsible for achieving and communicating company's safety goals and objectives with operational staff, ensuring assigned staff actively participated to instill a culture of safety. Worked to remove unsafe conditions from the driver's routes, while leading the drivers to exceed productivity goals and expectations on the routes. Served as positive representative of the Company to drive customer satisfaction and loyalty to the Company.

#### MANAGEMENT TRAINEE – REPUBLIC SERVICES, FL

Feb 2009 – Jan 2011

A 2 year rotational management program designed to get individuals who are educated and highly motivated up to speed quickly in the industry. I spent time in Operations, Maintenance, Sales, Customer Service, and Accounting.

### EDUCATION

WEBBER INTERNATIONAL UNIVERSITY – BABSON PARK, FL - BACHELOR OF SCIENCE IN BUSINESS ADMINISTRATION – MINOR IN MARKETING

## CHRISTOPHER ZIOBRO

<b>SKILLS &amp; ABILITIES</b>	Highly accomplished Fleet Manager with a proven record of successfully providing support during startups, transitions, fleet maintenance and budget control. Superb leadership, coaching and mentoring skills.
<b>PROFESSIONAL EXPERIENCE</b>	<p><b>FLEET MAINTENANCE MANAGER, FCC, FL</b> Mar 2020 - Present</p> <p>Responsible for managing a fleet of 42 trucks for the Volusia County Contract. Managed maintenance schedules and budgets, while managing maintenance team to achieve a high-performance output. Assisted during the transition period to ensure all PDI's were completed. Help implement a preventative maintenance program to minimize service repairs and downtime, while holding vendors and manufacturers accountable for Fleet Warranties and repairs.</p> <p><b>LEAD DIESEL TECHNICIAN – QUALITY EXPERTS, FL</b> Aug 2015 – Feb 2020</p> <p>Oversaw team of technicians, inspecting work to ensure all standards were met. Responsible for the ordering and stocking of the inventory within the repair shop, as well as providing support and advice with repairs, and maintaining the repair equipment.</p> <p><b>DIESEL TECHNICIAN - LOW COUNTRY FORRESTRY MANAGEMENT, SC</b> Aug 2012 – Aug 2015</p> <p>Responsible for the repair and maintenance of all diesel-powered equipment. Performed diagnostic tests on all vehicles, replaced vehicle engines, steering mechanisms, transmission, and braking systems. Performed preventative maintenance on all equipment, ensuring all mechanical and safety standards were met.</p> <p><b>DIESEL TECHNICIAN – CUMMINS ATLANTIC LLC, NC</b> Mar 2003 – Jul 2012</p> <p>Completed repairs and rebuilds on engine products under general supervision. Documented procedures and policies to complete basic repairs and scheduled maintenance. Disassembled, inspected, and maintained engine components. Maintained work area and equipment, while ensuring all health, safety and environmental policies and procedures were adhered to.</p>



## RANDALL WAY

<b>SKILLS &amp; ABILITIES</b>	Highly accomplished Lead Route Manager with over twenty years of improving operational efficiencies that drive down costs and contribute to business success. Superb leadership, coaching and mentoring skills.
<b>PROFESSIONAL EXPERIENCE</b>	<p><b>LEAD ROUTE MANAGER – FCC, FL</b> Mar 2020 - Present</p> <p>Managed over 35 route drivers, ensuring proper collection of routes, while increasing profitability. Assist in troubleshooting operational problems, while focusing on safety. Assisted during the startup of FCC in Palm Beach County, ensuring drivers and staff were properly trained ensuring all drivers could safely perform their responsibilities.</p> <p><b>SWING DRIVER – ADVANCED DISPOSAL, FL</b> Oct 2017 – Mar 2020</p> <p>Scheduled collection routes for drivers and assisted in resolving customer issues. Investigated accidents, and property damage claims. Managed routes to ensure proper residential recycling routes, and audited routes and collection teams to ensure that efficiencies were met.</p> <p><b>OPERATIONS SUPERVISOR – REPUBLIC SERVICES, FL</b> Dec 2011 – Oct 2015</p> <p>Coached, counseled, motivated, and developed operational staff to improve driver retention. Managed route drivers assigned, to ensure proper collection of routes, while increasing profitability. Raised standards through customer service, operations and team building training. Recruited, managed and trained a team of 45 employees.</p> <p><b>ROUTE MANAGER – WASTE MANAGEMENT, FL</b> Oct 2000 – Dec 2008</p> <p>Responsible for Residential Services in Flagler County and Palm Coast. Responsible for the onboarding and training of new drivers. Responsible for the service, safety &amp; productivity of assigned routes and personnel.</p> <p><b>ROUTE DRIVER – WASTE MANAGEMENT, MI</b> May 1996 – Oct 2000</p> <p>Responsible for completing all routes assigned daily, while providing superior customer service. Operated Automated Side Load truck safely, ensuring all DOT requirements were met. Performed daily pre/post trip inspections on the equipment to ensure it was functioning properly</p>

## BRANDON SWYHART

**SKILLS & ABILITIES** Highly accomplished Route Manager with a proven record of successfully managing driver laborer performance and managing collection routes to enhance profitability. A strong leader and team player, adept at supporting team members to achieve personal and professional goals.

### PROFESSIONAL EXPERIENCE

#### ROUTE MANAGER, FCC, FL

Apr 2020 - Present

Responsible for managing route drivers assigned, ensuring proper collection of routes, while increasing profitability. Assist in troubleshooting operational problems, while focusing on safety. Worked with drivers to ensure routes are completed in a timely and productive manner, while prioritizing customer satisfaction, and maintaining a professional and positive environment.

#### ROUTE DRIVER – REPUBLIC SERVICES, FL

Jan 2019 – Mar 2020

Responsible for completing all routes assigned daily, while providing superior customer service. Operated Automated Side Load truck safely, ensuring all DOT requirements were met. Performed daily pre/post trip inspections on the equipment to ensure it was functioning properly

#### WATER DISTRIBUTION –CITY OF ORMOND BEACH, FL

Mar 2008 –Oct 2013

Managed the reporting and recording of water meters. Duties included regular water meter maintenance including removal, repair, and installations. Regularly tested water quality to ensure appropriate and safe chemical levels, while ensuring OSHA guidelines were followed for all work procedures.

#### MAINTENANCE TECHNICIAN – SHADOW LAKE APARTMENTS, FL

Mar 2013 – Mar 2018

Responsible for managing and repairing all work orders within the apartment complex. Duties included restoring broken irrigation, replacing toilets and faucets, testing water levels in the pools to ensure they were within safe levels, cleaning and inspecting apartments, and ensuring all schedules were met.

## B. SUB CONTRACTORS – FORM 6

### FORM 6. SUBCONTRACTORS

If the Proposer will use any subcontractors to perform the work under the City's Service Contract, the Proposer shall provide: (a) the name and address of each subcontractor; (b) the name and telephone number of the subcontractor's contact person; (c) a description of the work that will be performed by each subcontractor; and (d) the percent of the work that will be performed by the subcontractor. Please note that the City discourages the use of subcontractors for Collection Services, as indicated in Section 16.L of the Service Contract.

It is not FCC's intention to subcontract any of the services in the City's Contract. In any case, no subcontractors shall be used to provide Collection Services without the prior written approval of the Contract Manager.

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## CHAPTER 4 IMPLEMENTATION PLAN

FCC prides itself on the level of service that it provides to its customers. FCC has achieved an unprecedented level of success in providing excellent service to the municipalities where it operates.

The key to this success is the operational planning that FCC determines before the contract, and the systems and procedures it has put in place to ensure that this level of service is provided to all of the customers and residents that FCC services. FCC has created an Implementation Plan to properly service the residents and commercial customers in the City of Palm Coast. The sections below narrate the services, equipment, personnel, and transition plan for the City of Palm Coast.

### A. SERVICE SUMMARY

Analyzing the current level of service is vital to identify existing service deficiencies to address these issues and ensure the City residents receive the best service possible. To propose the correct level of service, FCC staff performed multiple site visits analyzing existing routes and services that were provided by the incumbent.

The purpose of this section is to highlight the factors that went into FCC's proposed operational plan for the City of Palm Coast and to provide a summary of the proposed collection plan. A detailed description of the service and available resources is developed in Chapter 5.

Upon reviewing the current level of service, FCC determined that additional resources are required to collect solid waste within the City of Palm Coast. Depending on the level of service that the City decides on, FCC is proposing a different number of routes and staff to properly collect the City of Palm Coast on a daily basis. The service scenarios in which FCC has modeled for are:

- A.1 1x week Garbage in Resident Provided Cans, EOW Recycling in bins, 1x per week Yard Waste collection, 1x per month Bulky Items and Call Ahead 1x per month White Goods.
- A.2 2x week Garbage in Resident Provided Cans, 1x week Recycling in bins, 1x per week Yard Waste collection, 1x per week Bulky Items and Call Ahead 1x per week White Goods.
- B.1 1x week Garbage in City-Contractor Provided Cart, EOW Recycling in City-Contractor provided cart, 1x per week Yard Waste collection, 1x per month Bulky Items and Call Ahead 1x per month White Goods.
- B.2 2x week Garbage in City-Contractor Provided Cart, 1x week Recycling in City-Contractor provided Cart, 1x per week Yard Waste collection, 1x per week Bulky Items and Call Ahead 1x per week White Goods.

Per Addendum 1, FCC has also provided for all options a different price for Bulky Item collection service depending on the volume limitation selected by the City, either Unlimited or 3 CY.

As requested in the RFP, route schedules will be completed within the permitted allowed collection hours (6:00 AM – 6:00 PM). However, **FCC has designed its routes to work no more than 10 hours per day, allowing for extra time for any unforeseen events during the collection day.** The routes have been designed so the vast majority of drivers work on a 5-day schedule.

As highlighted in Addendum 1, Q23: “Provide maps after the award of the contract is acceptable”. Given that FCC intends to balance and re-optimize the collection routes once the number of residential curbside customers is clarified by the City, FCC will submit its optimized route maps for the City to review after the award of the contract. As is mentioned in Chapter 5, this re-optimization will be minimal to ensure a balanced collection schedule for the City of Palm Coast.

**Included below are the summary tables for all options requested through the RFP.**

#### A.1. 1-0.5-1 Manual Collection – Bulk Waste Unlimited

PALM COAST (FL) SERVICES (SCOPE)													
A.1 - Bulk Unlimited													
		Working days						Frequency of collection per hhd/customer (times per week)	Annual Working Days	Routes	Collection Team Composition		
		Su	Mo	Tu	We	Th	Fr				Driver	Helper	Truck equipment
RESIDENTIAL COLLECTION	GARBAGE		X	X	X	X	X	Once a Week	261	10	1	1	Rearloader Truck
	RECYCLING		X	X	X	X	X	Every other Week	261	4	1	1	Rearloader Truck
	YARD WASTE		X	X	X	X	X	Once a Week	261	5	1	1	Rearloader Truck
	BULK WASTE (UNLIMITED)		X	X	X	X	X	Once a Month	261	1	1		Grapple Truck
	WHITE GOODS		X	X	X	X	X	Once a Month	261	1	1		Pick up with trailer

#### A.1. 1-0.5-1 Manual Collection – Bulk Waste 3CY

PALM COAST (FL) SERVICES (SCOPE)													
A.1 - Bulk 3CY													
		Working days						Frequency of collection per hhd/customer (times per week)	Annual Working Days	Routes	Collection Team Composition		
		Su	Mo	Tu	We	Th	Fr				Driver	Helper	Truck equipment
RESIDENTIAL COLLECTION	GARBAGE		X	X	X	X	X	Once a Week	261	10	1	1	Rearloader Truck
	RECYCLING		X	X	X	X	X	Every other Week	261	4	1	1	Rearloader Truck
	YARD WASTE		X	X	X	X	X	Once a Week	261	5	1	1	Rearloader Truck
	BULK WASTE (3CY)	Bulk items would be placed in the same vehicle as garbage											
	WHITE GOODS		X	X	X	X	X	Once a Month	261	1	1		Pick up with trailer



### A.2. 2-1-1 Manual Collection – Bulk Waste Unlimited

PALM COAST (FL) SERVICES (SCOPE)														
A.2 - Bulk Unlimited														
		Working days						Frequency of collection per hhd/customer (times per week)	Annual Working Days	Routes	Collection Team Composition			
		Su	Mo	Tu	We	Th	Fr				Sa	Driver	Helper	Truck equipment
RESIDENTIAL COLLECTION	GARBAGE		X	X		X	X		Twice a Week	209	24	1	1	Rearloader Truck
	RECYCLING		X	X	X	X	X		Once a Week	261	7	1	1	Rearloader Truck
	YARD WASTE				X				Once a Week	52	24	1	1	Rearloader Truck
	BULK WASTE (UNLIMITED)		X	X	X	X	X		Once a Week	261	1	1		Grapple Truck
	WHITE GOODS		X	X	X	X	X		Once a Week	261	1	1		Pick up with trailer

### A.2. 2-1-1 Manual Collection – Bulk Waste 3CY

PALM COAST (FL) SERVICES (SCOPE)														
A.2 - Bulk 3CY														
		Working days						Frequency of collection per hhd/customer (times per week)	Annual Working Days	Routes	Collection Team Composition			
		Su	Mo	Tu	We	Th	Fr				Sa	Driver	Helper	Truck equipment
RESIDENTIAL COLLECTION	GARBAGE		X	X		X	X		Twice a Week	209	24	1	1	Rearloader Truck
	RECYCLING		X	X	X	X	X		Once a Week	261	7	1	1	Rearloader Truck
	YARD WASTE				X				Once a Week	52	24	1	1	Rearloader Truck
	BULK WASTE (3CY)	Bulk items would be placed in the same vehicle as garbage												
	WHITE GOODS		X	X	X	X	X		Once a Week	261	1	1		Pick up with trailer

### B.1. 1-0.5-1 Automated Collection – Bulk Waste Unlimited

PALM COAST (FL) SERVICES (SCOPE)														
B.1 - Bulk Unlimited														
		Working days							Frequency of collection per hhd/customer (times per week)	Annual Working Days	Routes	Collection Team Composition		
		Su	Mo	Tu	We	Th	Fr	Sa				Driver	Helper	Truck equipment
RESIDENTIAL COLLECTION	GARBAGE		X	X	X	X	X		Once a Week	261	9	1		Sideloader Truck
	RECYCLING		X	X	X	X	X		Every other Week	261	4	1		Sideloader Truck
	YARD WASTE		X	X	X	X	X		Once a Week	261	5	1	1	Rearloader Truck
	BULK WASTE (UNLIMITED)		X	X	X	X	X		Once a Month	261	2	1	1	Rearloader Truck
			X	X	X	X	X		Once a Month	261	1	1		Grapple Truck
	WHITE GOODS		X	X	X	X	X		Once a Month	261	1	1		Pick up with trailer
	CARTS MAINTENANCE		X	X	X	X	X		When needed	261	1	1		Pick up with trailer

### B.1. 1-0.5-1 Automated Collection – Bulk Waste 3CY

PALM COAST (FL) SERVICES (SCOPE)														
B.1 - Bulk 3CY														
		Working days							Frequency of collection per hhd/customer (times per week)	Annual Working Days	Routes	Collection Team Composition		
		Su	Mo	Tu	We	Th	Fr	Sa				Driver	Helper	Truck equipment
RESIDENTIAL COLLECTION	GARBAGE		X	X	X	X	X		Once a Week	261	9	1		Sideloader Truck
	RECYCLING		X	X	X	X	X		Every other Week	261	4	1		Sideloader Truck
	YARD WASTE		X	X	X	X	X		Once a Week	261	5	1	1	Rearloader Truck
	BULK WASTE (3CY)		X	X	X	X	X		Once a Month	261	2	1	1	Rearloader Truck
	WHITE GOODS		X	X	X	X	X		Once a Month	261	1	1		Pick up with trailer
	CARTS MAINTENANCE		X	X	X	X	X		When needed	261	1	1		Pick up with trailer

### B.2. 2-1-1 Automated Collection – Bulk Waste Unlimited

PALM COAST (FL) SERVICES (SCOPE)														
B.2 - Bulk Unlimited														
		Working days							Frequency of collection per hhd/customer (times per week)	Annual Working Days	Routes	Collection Team Composition		
		Su	Mo	Tu	We	Th	Fr	Sa				Driver	Helper	Truck equipment
RESIDENTIAL COLLECTION	GARBAGE		X	X		X	X		Twice a Week	209	17	1		Sideloader Truck
	RECYCLING		X	X	X	X	X		Once a Week	261	6	1		Sideloader Truck
	YARD WASTE		X	X	X	X	X		Once a Week	261	5	1	1	Rearloader Truck
	BULK WASTE (UNLIMITED)		X	X	X	X	X		Once a Week	261	2	1	1	Rearloader Truck
			X	X	X	X	X		Once a Week	261	1	1		Grapple Truck
	WHITE GOODS		X	X	X	X	X		Once a Week	261	1	1		Pick up with trailer
	CARTS MAINTENANCE		X	X	X	X	X		When needed	261	1	1		Pick up with trailer

### B.2. 2-1-1 Automated Collection – Bulk Waste 3CY

PALM COAST (FL) SERVICES (SCOPE)														
B.2 - Bulk 3CY														
		Working days							Frequency of collection per hhd/customer (times per week)	Annual Working Days	Routes	Collection Team Composition		
		Su	Mo	Tu	We	Th	Fr	Sa				Driver	Helper	Truck equipment
RESIDENTIAL COLLECTION	GARBAGE		X	X		X	X		Twice a Week	209	17	1		Sideloader Truck
	RECYCLING		X	X	X	X	X		Once a Week	261	6	1		Sideloader Truck
	YARD WASTE		X	X	X	X	X		Once a Week	261	5	1	1	Rearloader Truck
	BULK WASTE (3CY)		X	X	X	X	X		Once a Week	261	2	1	1	Rearloader Truck
	WHITE GOODS		X	X	X	X	X		Once a Week	261	1	1		Pick up with trailer
	CARTS MAINTENANCE		X	X	X	X	X		When needed	261	1	1		Pick up with trailer

## B. EQUIPMENT SUMMARY

As mentioned above, analyzing the level of service is vital to ensure the residents and City receive the correct level of service. In addition to the level of service, selecting the correct equipment to service the City is necessary to ensure there are no operational problems in providing services.

Included below is the equipment summary highlighting the necessary trucks required to provide service based on the different service options that were identified in the RFP. Additional details on the fleet are provided in Chapter 5.

**Included below are the summary tables for all options requested through the RFP.**

### A.1. 1-0.5-1 Manual Collection – Bulk Waste Unlimited

EQUIPMENT SUMMARY - COLLECTION SCENARIO A.1 & BULK UNLIMITED										
EQUIPMENT TYPE	SERVICE	FRONTLINE EQUIPMENT	SPARE EQUIPMENT	FUEL	YEAR	CARGO CAPACITY	CHASSIS MAKE (or similar)	CHASSIS MODEL (or similar)	BODY MAKE (or similar)	BODY MODEL (or similar)
Rearloader Truck	Garbage and Bulk Waste	10	3	CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Recycling	4		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Yard Waste	5		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
Grapple Truck	Bulk Waste	1		CNG	2016 or Newer	30 C.Y.	Peterbilt	337	Petersen	TL3
Pick up for Route Manager	Supervision	2		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Pick up with trailer	White Goods	1		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Technician Truck	Maintenance	1		Diesel	2022	N/A	Ford	F-550	KNAPPID	

### A.1. 1-0.5-1 Manual Collection – Bulk Waste 3CY

EQUIPMENT SUMMARY - COLLECTION SCENARIO A.1 & BULK 3CY										
EQUIPMENT TYPE	SERVICE	FRONTLINE EQUIPMENT	SPARE EQUIPMENT	FUEL	YEAR	CARGO CAPACITY	CHASSIS MAKE (or similar)	CHASSIS MODEL (or similar)	BODY MAKE (or similar)	BODY MODEL (or similar)
Rearloader Truck	Garbage and Bulk Waste	10	3	CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Recycling	4		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Yard Waste	5		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
Pick up for Route Manager	Supervision	2		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Pick up with trailer	White Goods	1		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Technician Truck	Maintenance	1		Diesel	2022	N/A	Ford	F-550	KNAPPID	

## A.2. 2-1-1 Manual Collection – Bulk Waste Unlimited

EQUIPMENT SUMMARY - COLLECTION SCENARIO A.2 & BULK UNLIMITED										
EQUIPMENT TYPE	SERVICE	FRONTLINE EQUIPMENT	SPARE EQUIPMENT	FUEL	YEAR	CARGO CAPACITY	CHASSIS MAKE (or similar)	CHASSIS MODEL (or similar)	BODY MAKE (or similar)	BODY MODEL (or similar)
Rearloader Truck	Garbage and Bulk Waste (*)	24	5	CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Recycling	7		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Yard Waste (*)	24		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
Grapple Truck	Bulk Waste	1		CNG	2016 or Newer	30 C.Y.	Peterbilt	337	Petersen	TL3
Pick up for Route Manager	Supervision	3		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Pick up with trailer	White Goods	1		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Technician Truck	Maintenance	1		Diesel	2022	N/A	Ford	F-550	KNAPPID	

(\*) Residential Yard waste collection trucks will operate on the day where there is no Residential Garbage & Bulk

## A.2. 2-1-1 Manual Collection – Bulk Waste 3CY

EQUIPMENT SUMMARY - COLLECTION SCENARIO A.2 & BULK 3CY										
EQUIPMENT TYPE	SERVICE	FRONTLINE EQUIPMENT	SPARE EQUIPMENT	FUEL	YEAR	CARGO CAPACITY	CHASSIS MAKE (or similar)	CHASSIS MODEL (or similar)	BODY MAKE (or similar)	BODY MODEL (or similar)
Rearloader Truck	Garbage and Bulk Waste (*)	24	5	CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Recycling	7		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Yard Waste (*)	24		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
Pick up for Route Manager	Supervision	3		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Pick up with trailer	White Goods	1		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Technician Truck	Maintenance	1		Diesel	2022	N/A	Ford	F-550	KNAPPID	

(\*) Residential Yard waste collection trucks will operate on the day where there is no Residential Garbage & Bulk

## B.1. 1-0.5-1 Automated Collection – Bulk Waste Unlimited

EQUIPMENT SUMMARY - COLLECTION SCENARIO B.1 & BULK UNLIMITED										
EQUIPMENT TYPE	SERVICE	FRONTLINE EQUIPMENT	SPARE EQUIPMENT	FUEL	YEAR	CARGO CAPACITY	CHASSIS MAKE (or similar)	CHASSIS MODEL (or similar)	BODY MAKE (or similar)	BODY MODEL (or similar)
Automated Side Load Truck	Garbage	9	2	CNG	2016 or Newer	28 C.Y.	Mack	LR633	Heil	ASL
	Recycling	4		CNG	2016 or Newer	28 C.Y.	Mack	LR633	Heil	ASL
Rearloader Truck	Yard Waste	5	1	CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Bulk Waste	2		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
Grapple Truck	Bulk Waste	1		CNG	2016 or Newer	30 C.Y.	Peterbilt	337	Petersen	TL3
Pick up for Route Manager	Supervision	2		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Pick up with trailer	White Goods & Cart Maintenance	2		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Technician Truck	Maintenance	1		Diesel	2022	N/A	Ford	F-550	KNAPPID	

### B.1. 1-0.5-1 Automated Collection – Bulk Waste 3CY

EQUIPMENT SUMMARY - COLLECTION SCENARIO B.1 & BULK 3CY										
EQUIPMENT TYPE	SERVICE	FRONTLINE EQUIPMENT	SPARE EQUIPMENT	FUEL	YEAR	CARGO CAPACITY	CHASSIS MAKE (or similar)	CHASSIS MODEL (or similar)	BODY MAKE (or similar)	BODY MODEL (or similar)
Automated Side Load Truck	Garbage	9	2	CNG	2016 or Newer	28 C.Y.	Mack	LR633	Heil	ASL
	Recycling	4		CNG	2016 or Newer	28 C.Y.	Mack	LR633	Heil	ASL
Rearloader Truck	Yard Waste	5	1	CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Bulk Waste	2		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
Pick up for Route Manager	Supervision	2		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Pick up with trailer	White Goods & Cart Maintenance	2		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Technician Truck	Maintenance	1		Diesel	2022	N/A	Ford	F-550	KNAPPID	

### B.2. 2-1-1 Automated Collection – Bulk Waste Unlimited

EQUIPMENT SUMMARY - COLLECTION SCENARIO B.2 & BULK UNLIMITED										
EQUIPMENT TYPE	SERVICE	FRONTLINE EQUIPMENT	SPARE EQUIPMENT	FUEL	YEAR	CARGO CAPACITY	CHASSIS MAKE (or similar)	CHASSIS MODEL (or similar)	BODY MAKE (or similar)	BODY MODEL (or similar)
Automated Side Load Truck	Garbage	17	3	CNG	2016 or Newer	28 C.Y.	Mack	LR633	Heil	ASL
	Recycling	6		CNG	2016 or Newer	28 C.Y.	Mack	LR633	Heil	ASL
Rearloader Truck	Yard Waste	5	1	CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Bulk Waste	2		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
Grapple Truck	Bulk Waste	1		CNG	2016 or Newer	30 C.Y.	Peterbilt	337	Petersen	TL3
Pick up for Route Manager	Supervision	3		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Pick up with trailer	White Goods & Cart Maintenance	2		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Technician Truck	Maintenance	1		Diesel	2022	N/A	Ford	F-550	KNAPPID	

### B.2. 2-1-1 Automated Collection – Bulk Waste 3CY

EQUIPMENT SUMMARY - COLLECTION SCENARIO B.2 & BULK 3CY										
EQUIPMENT TYPE	SERVICE	FRONTLINE EQUIPMENT	SPARE EQUIPMENT	FUEL	YEAR	CARGO CAPACITY	CHASSIS MAKE (or similar)	CHASSIS MODEL (or similar)	BODY MAKE (or similar)	BODY MODEL (or similar)
Automated Side Load Truck	Garbage	17	3	CNG	2016 or Newer	28 C.Y.	Mack	LR633	Heil	ASL
	Recycling	6		CNG	2016 or Newer	28 C.Y.	Mack	LR633	Heil	ASL
Rearloader Truck	Yard Waste	5	1	CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Bulk Waste	2		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
Pick up for Route Manager	Supervision	3		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Pick up with trailer	White Goods & Cart Maintenance	2		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Technician Truck	Maintenance	1		Diesel	2022	N/A	Ford	F-550	KNAPPID	



## C. PERSONNEL SUMMARY

FCC is aware that in addition to hiring, training, and providing employees with the necessary tools, the correct number of employees must be hired to properly service the City of Palm Coast. That is why FCC is proposing the right amount of personnel needed to ensure that the City can receive the best level of service. Additionally, **FCC will hire full-time employees, minimizing and, if possible, eliminating the use of 3rd party staffing agencies for temporary helpers.**

Hiring FCC helpers instead of temps not only improves the staffing stability in the operation of the contract, but it also increases the safety performance. Additionally, FCC helpers will receive benefits along with a higher salary, which would not be available through a staffing agency. Finally, all FCC employees will be provided with a uniform improving the image of the service that the City will receive.

Included below are the personnel levels based on service options as identified in the RFP. Additional details on the personnel are provided in Chapter 5.

### Bulk Waste Unlimited

PERSONNEL SUMMARY & BULK UNLIMITED				
TYPE	A.1	A.2	B.1	B.2
General Manager	1	1	1	1
Fleet Maintenance Manager	1	1	1	1
Route Manager	2	3	2	3
Mechanics	2	3	2	3
Administrative Assistants	2	2	2	2
Drivers	23	36	25	36
Helpers	20	33	7	7
<b>TOTAL</b>	<b>51</b>	<b>79</b>	<b>40</b>	<b>53</b>

### Bulk Waste 3CY

PERSONNEL SUMMARY & BULK 3CY				
TYPE	A.1	A.2	B.1	B.2
General Manager	1	1	1	1
Fleet Maintenance Manager	1	1	1	1
Route Manager	2	3	2	3
Mechanics	2	3	2	3
Administrative Assistants	2	2	2	2
Drivers	22	35	24	35
Helpers	20	33	7	7
<b>TOTAL</b>	<b>50</b>	<b>78</b>	<b>39</b>	<b>52</b>

## D. TRANSITION PLAN

Our company takes immense pride in transitions as it directly impacts the residents of the service. Through our 110 years of experience collecting municipal contracts, we have executed thousands of these successfully.

FCC's transition team is made up of the Vice President of Operations (Dan Brazil), the Regional Director of Operations (Charles Merkley), the Senior Manager – Fleet Maintenance (Thomas Lanzon), and General Manager (Mitchell Dahlstrom) who will be overseeing the contract along with the local Operations, Route and Fleet Managers, guaranteeing the highest standards during transitioning this contract. Included below are some of the highly successful transitions carried out in the United States.

### Orange County FL

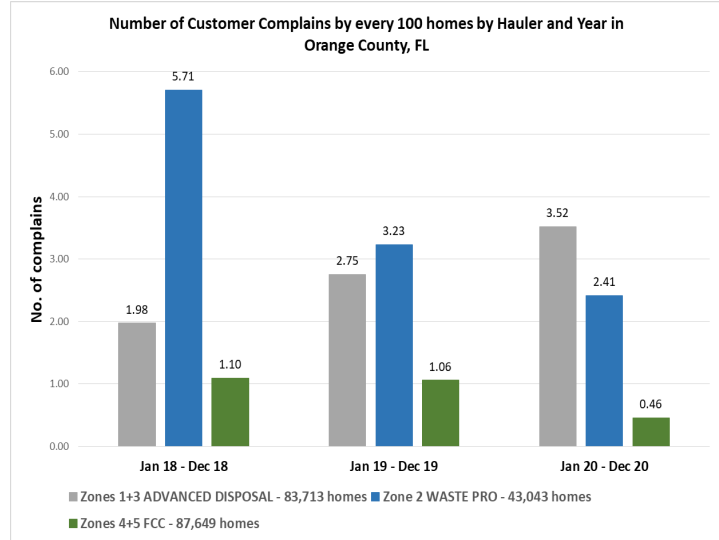
As was highlighted in FCC's Experience in chapter 2, FCC transitioned Orange County from twice per week Solid Waste, rear-load, manual (personal cans) curbside collection service, and once per week recycling in 18G bins to once per week Solid Waste with 95G carts and fully automated side load service and once per week recycling in 95G carts with fully automated side load service.



The transition of this project included multiple challenges, from changes in how the waste was collected to the overall size of the project as FCC was awarded two zones within Orange County, making it the largest hauler contracted.

Since the start of the new collection services in Orange County, FL FCC has become the best performing service provider among the three collection companies providing service to the County.

FCC has continually been the best with the lowest number of service complaints. This cannot be achieved without an excellent team and a great partnership with our customers. The table below shows the number of complaints by every 100 homes received during the last 3 years in Orange County, FL as provided by the Orange County Solid Waste Department. FCC currently provides collection services to zone 4 and 5, Advanced Disposal to Zone 1 and 3, and Waste Pro to zone 2. As you can see, FCC has the highest level of customer satisfaction according to OCSW department data.



Below is a survey that was filled out by Orange County staff during a reference check for another contract highlighting their satisfaction level with FCC.

#### REFERENCE RESPONSES

Proposer Name: FCC Environmental Services

Name of Reference Entity	Orange County Solid Waste Division
Name & Title of Contact Person	Josue Lugo Contract Manager
Telephone Number	407-836-6619
Email address	Josue.lugo@ocfl.net
Date	

1. FCC said they provide you with garbage, single-stream recycling, bulky waste, and yard waste collection, and that the contract began Jan. 1, 2016. Is this accurate? X <b>Yes</b> <input type="checkbox"/> No
2. Describe your overall level of satisfaction with the services provided by this Vendor, on a scale of 1 to 10, with "1" being very dissatisfied and "10" being extremely satisfied. a. What do you like best about the Vendor? b. What do you like least about the Vendor? c. What is needed for the Vendor to improve their service to your community?
10 A. Easy to work with B. N/A C. N/A
3. Would you contract with this Vendor again? Please explain why you would or would not.
Yes
4. Have there been environmental issues or issues with health and safety? Please explain.
N/A
5. If the Vendor has requested any changes to the contract terms beyond the specified escalations and renewals, please describe.
N/A

## REFERENCE RESPONSES

6. Has the Vendor experienced problems with missed collections, shortage of vehicles/crews, or recurring reports of litter following collections? If so, please explain.
FCC has rarely had any collection issues.
7. In general, describe how responsive the Vendor has been to service-related issues.
Our contract allows for 24 hours to respond to service complaints. No major issues with FCC.
8. Reporting: a. Are hauler invoices complete, accurate, timely, and easy to understand? If you've had any billing disputes, please describe. b. Does the Vendor routinely report material quantities and customer counts for disposal and recycling rate tracking?
A. N/A B. N/A
9. Has the Vendor proactively supported City efforts to educate the public to minimize recycling contamination, and maximize correct recycling?
YES
10. Did your entity experience significant damage as a result of a recent hurricane? (i.e., Hurricane Matthew, Irma, Michael, Dorian). <input type="checkbox"/> Yes <input type="checkbox"/> No If yes: a. How did the Vendor help with damage assessment and FEMA reporting? Did they take pictures before and after cleanup? Help with gated communities? b. Please describe how the Vendor worked with you and FEMA to facilitate reimbursement for costs related to hurricane cleanup
YES, Michael. a. They complied and provided all the information needed in order for the county for seek reimbursement through FEMA.

## Polk County FL

Since October of 2017, FCC began providing Refuse, Recycling, Yard, and Bulk waste services to 77,585 homes in Polk County. Service is provided with 22 automated side loaders, 13 twenty-five CY rear loaders, 2 eight CY rear loaders, and 2 clamshells trucks.

FCC was able to successfully manage all challenges that arose during this transition. During this transition, Polk County was struck by Hurricane Irma in September 2017.

During this time, **FCC's team was able to quickly deploy and began to provide services before their start date to ensure that they could help serve Polk County citizens.**



## Volusia County FL

In April 2020 FCC began providing the collection of solid waste, dual-stream recyclable materials, and yard waste/Bulk for over 45,173 single-family homes in Volusia County FL.

**This contract was transitioned during the COVID-19 pandemic.** During the pandemic, the FCC team ensured that it met all the health and safety requirements to ensure that all of its employees, and potential employees kept proper social distancing guidelines. FCC was able to successfully hire all the required employees, which included existing hauler personnel to ensure that its employees received hiring priority. In addition to this, FCC worked with the existing hauler and was able to purchase the existing facility, ensuring a smooth transition of service.



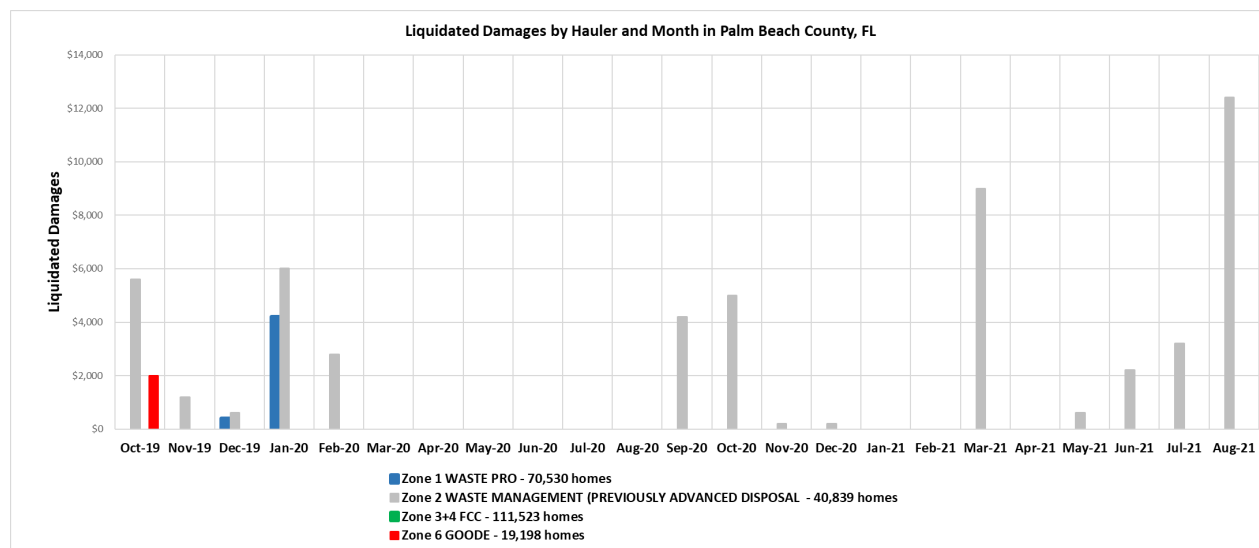
FCC's success in this transition has carried over through the operational phase of this contract. **FCC has not been assessed any liquidated damages since the start of this contract.**

## City of Edgewood FL

On January 4, 2021 FCC began providing Refuse, Recycling, Yard, and Bulk waste collection services to over 868 residences, and 100 franchised commercial collections within the City of Edgewood. This contract required FCC to work with the existing hauler to ensure that the commercial businesses within the City of Edgewood were not impacted due to the change of their service provider. FCC successfully delivered all the required containers and worked with the commercial customers to ensure they received the level of service they required. **FCC has not been assessed any liquidated damages since the start of this contract.**

## Palm Beach County FL

Palm Beach County was transitioned in October of 2019 where FCC is the largest hauler in the County while also being the only hauler to receive zero liquidated damages. This transition consisted of delivering carts of various sizes to more than 111,523 households and working with incumbent haulers Republic Services and Waste Management to exchange more than 2,991 commercial customers to the FCC new containers. **FCC has been the only contracted hauler (out of 4) to not receive any liquidated damages since the start of the contract.**







June 25, 2020

Dear Mr. Sandora,

The Solid Waste Authority of Palm Beach County (SWA) thanks you and the FCC team for immediately assisting our south county residential customers removing yard waste debris generated from an isolated storm last Friday evening.

We truly appreciate the FCC team working with our customers to remove this large amount of yard waste storm debris generated within this area on their normal scheduled yard waste collection day.

FCC, as a new service provider in Palm Beach County, provided the lowest competitive collection rate for our customers within Service Areas 3 and 4, a new fleet of collection equipment and containers, delivered a perfect seamless transition that included cart deliveries of three (3) different sizes (including last minute community exchange request for a smaller cart) within two very large Service Areas, proactively worked with our team to resolve any and all possible startup issues, and last week immediately providing emergency removal of storm debris in a timely manner.

FCC assembled a very dedicated, professional, knowledgeable, hardworking, customer-oriented team that delivers the highest quality of collection services possible on a consistent basis.

This effort all begins with great leadership. We appreciate and thank you and Mr. Charlie Merkley as the new team exceeding our customer's expectations each and every day!

It is a pleasure working with FCC who share the same values and goals to deliver great customer service, exceeding all expectations on a daily basis.

Thank you very much on behalf of our customers and SWA for a job well done each day!

Sincerely,

A handwritten signature in blue ink, appearing to read 'John Archambo', written over the printed name.

John Archambo, Director, Customer Relations

Below is a survey that was filled out by Palm Beach County staff during a reference check for another contract highlighting their satisfaction level with FCC.

#### REFERENCE RESPONSES

Proposer Name: **FCC Environmental Services**

Name of Reference Entity	Solid Waste Authority of Palm Beach County
Name & Title of Contact Person	John Archambo
Telephone Number	(561) 315-2010
Email address	jarchambo@swa.org
Date	06/19/2020

1. FCC said they provide garbage, dual-stream recycling, bulky waste, and yard waste collection, and that the contract began Oct. 1, 2019. Is this accurate? X Yes <input type="checkbox"/> No
2. Describe your overall level of satisfaction with the services provided by this Vendor, on a scale of 1 to 10, with "1" being very dissatisfied and "10" being extremely satisfied. a. What do you like best about the Vendor? b. What do you like least about the Vendor? c. What is needed for the Vendor to improve their service to your community?
FCC score is a 10 FCC was awarded two (2) large Service Areas to provide the exclusive residential and commercial solid waste, recovered materials, bulk items and yard waste collection services. The FCC management team did an excellent job proactively preparing months in advance for this major transition. FCC provided a seamless transition for our customers. They are true professionals willing to go beyond the call of duty to serve our agency and customers. FCC is definitely a 10 and there nothing we least like or a single item of improvement.
3. Would you contract with this Vendor again? Please explain why you would or would not.
ABSOLUTELY! True professionals that understand great customer service and respond immediately to any and all request.
4. Have there been environmental issues or issues with health and safety? Please explain.
NONE
5. If the Vendor has requested any changes to the contract terms beyond the specified escalations and renewals, please describe.
NO

## REFERENCE RESPONSES

6. Has the Vendor experienced problems with missed collections, shortage of vehicles/crews, or recurring reports of litter following collections? If so, please explain.
NO
7. In general, describe how responsive the Vendor has been to service-related issues.
FCC provides such a high level of quality consistent collection services there are very few customer calls from their huge service area. The rare time we do receive a customer complaint, FCC resolves the customer's concern immediately and long term.
8. Reporting: a. Are hauler invoices complete, accurate, timely, and easy to understand? If you've had any billing disputes, please describe. b. Does the Vendor routinely report material quantities and customer counts for disposal and recycling rate tracking?
FCC provides complete accurate invoices in a timely manner. Never a billing dispute.  The Solid Waste Authority of Palm Beach County (SWA) franchise agreement requires monthly and quarterly tonnage and financial reports. FCC submits all reports in an accurate and timely manner.
9. Has the Vendor proactively supported City efforts to educate the public to minimize recycling contamination, and maximize correct recycling?
Yes, the SWA contract language requires the hauler provide public education (SWA provides the haulers with the tags and collection guideline booklets) to promote recovered material participation and reduce recovered material contamination.
10. Did your entity experience significant damage as a result of a recent hurricane? (i.e., Hurricane Matthew, Irma, Michael, Dorian). <input type="checkbox"/> Yes <input type="checkbox"/> No If yes: a. How did the Vendor help with damage assessment and FEMA reporting? Did they take pictures before and after cleanup? Help with gated communities? b. Please describe how the Vendor worked with you and FEMA to facilitate reimbursement for costs related to hurricane cleanup
FCC collection franchise agreement contract started 10/01/2019 therefore, FCC was not a service provider during the above events.

## City of Omaha NE

In November 30, 2020 FCC began providing the collection of solid waste, and single stream recyclable materials 150,000 residences in the City of Omaha, NE.

This transition went through many challenges, as the City and its residents were transitioning from a manual (personal can) curbside collection service, to an automated cart service for garbage and every other week recycling. FCC was able to successfully assemble and deliver over 290,000 carts of various sizes to the residents of the City of Omaha.

In addition to the change in how the waste was collected, FCC was able to successfully transition the City during the COVID-19 pandemic. During the pandemic, the FCC team ensured that it met all the health and safety requirements to ensure that all of its employees, and potential employees kept proper social distancing guidelines. FCC was able to successfully hire all the required employees, which included existing hauler personnel to ensure that its employees received hiring priority. In addition to this, FCC worked with the existing hauler and was able to purchase the existing facility, ensuring a smooth transition of service. FCC has never received liquidated damages since the start of this contract.



Included below is a letter from the City of Omaha, on FCC's excellent transition, and the high level of service it has provided.



City of Omaha  
Jean Stothert, Mayor

**Public Works Department**

Omaha/Douglas Civic Center  
1819 Farnam Street, Suite 601  
Omaha, Nebraska 68183-0601  
(402) 444-5220  
Fax (402) 444-5248

**Robert G. Stubbe, P.E.**  
Public Works Director

February 4, 2021

To: Justin Gallagher  
General Manager  
FCC Environmental Services Nebraska, LLC  
5902 N. 16<sup>th</sup> ST  
Omaha, NE 68110

From: Jim Theiler, P.E.  
City of Omaha Public Works  
Assistant Director – Environmental Services

Re: Thanks for the Outstanding Service and Performance

Justin,

The City of Omaha would like to express our thanks to FCC Environmental Services Nebraska, LLC, for the excellent performance during the week of Monday January 25<sup>th</sup>. The City received over a foot of snow, the largest single day snow storm to hit the Omaha area in 45 years. FCC, under extremely difficult conditions, and after nearly two full days of delays due to the weather, was able to get all of the garbage and recyclables collected for the week.

As I write this letter I would also like to take the opportunity to thank FCC for the commitment they have shown to the City in meeting the difficult demands of this contract. We understood going in that it was no easy undertaking to completely overhaul the City's solid waste residential collection program overnight, with a new contractor and a new carted system in place to serve nearly 150,000 residential customers. Startup was not an easy task, I want to thank FCC for bringing in the additional resources needed those first few weeks as our residents adapted to a new system, and as FCC worked to gain efficiencies with new employees learning to use new equipment, driving unfamiliar routes. All of this was happening during a time with constant change, as we had more and more customers continue to sign up for our Special Collections Program, or requesting an additional cart.

We tend to hear at times only those that complain, as that seems to get the attention of the media and/or our elected officials. Those that welcome and express satisfaction about the work being performed by FCC and the modernized system that is now in place for our residents far outweigh those that complain. The positives that I get from the City Council members validate this. We sometimes lose sight of the need to thank those that provide important city services. Please extend this thanks and expression of gratitude to the entire FCC team.

Sincerely,



Jim Theiler, P.E.  
City of Omaha Public Works  
Assistant Director – Environmental Services



## City of Palm Coast FL - Transition Plan

The key to our successful transitions, has been the due diligence and detailed transition plans FCC has prepared and executed for each contract. FCC's team of experts have already carefully surveyed the streets in the City of Palm Coast, as we will continue to do, to ensure we understand the City's atmosphere, demographic, and traffic profile along with any other requirements the City may have.

A Key events schedule that occurs during a transition period is shown below:

<b>KEY EVENTS</b>	
Contract Execution	Immediately after bid award
Transition Period	After Contract Execution through June 1, 2022
Commencement of Services	June 1, 2022
Ongoing Operations Execution and Continued Development	June 1, 2022, through Contract Term

### - **1. Contract Execution**

Because FCC is committed to providing our customers with the service they ask for, we intend to accept the contract as it stands in the initial RFP template or any subsequent addendum, and price things appropriately so that we can minimize the need to extensively negotiate to start-up contracts or return to the bargaining table at a later date.

FCC hopes to develop a timeline during Contract Execution for follow-up meetings to provide the City with updates and progress reports during the transition. It is anticipated that FCC and the City of Palm Coast will be able to swiftly execute the signed contract and begin work on executing the transition almost immediately upon award.

### - **2. Transition Period**

Approximately one week after the effective date, the Regional Operations Director, along with the rest of our transition team, will coordinate and consult on the concepts addressed in FCC's transition plan, and any other matters that will help ensure the successful implementation of the transition plan. The Regional Operations Director and transition team will meet with the City on scheduled and on an "as needed" basis with the City's designated personnel in a combination of face-to-face meetings, web conference calls, email, and telephone, depending on the City's preferences and urgency of the communication. Among the items we expect to discuss during these meetings are up to date progress reports on the Transition Plan Execution, the informational content of residential customer communications, routing reports, formatting requirements, and sample invoices along with any potential revisions requested by the City to ensure the approval related to informational content, formatting, and appropriate distribution before the commencement of services.

Within one month of the effective date, FCC will finalize its transition plan and provide it to the City's Contract administrator.

Approximately two months before the Commencement Date, FCC shall provide the Administrator with: (1) a written safety plan; (2) a Contingency Plan, and (3) a copy of the collection plan identifying and describing the vehicles, equipment, personnel, routes, and schedule for each type of collection service.

- 2.A. Equipment

Immediately upon Award of Contract, FCC's Fleet Management personnel will forward specifications to the selected chassis manufacturer and order any necessary new trucks while coordinating with the selected body manufacturer to ensure timely delivery of any necessary new trucks and equipment. It is standard for all FCC collection vehicles to be equipped with AWTI 3rd Eye 360 Degree Camera and GPS systems, so these will be ordered at this time. Within eight (8) weeks of the effective date, FCC will provide documentation demonstrating that all necessary Collection Vehicles and equipment have been secured and the schedule they will arrive to FCC's Volusia County facility.

At 6 weeks from order placement, FCC will check the progress of the manufacturers to confirm that both chassis and body manufacturers for necessary new equipment are on schedule to provide delivery of the assets to their respective authorized dealers. This process will be ongoing until the final delivery is made.

All new and like new trucks should arrive at our facility before May 1, 2022 (approximately 4 weeks before the Commencement Date). Before this date, FCC will confirm in writing to the Administrator that all vehicles necessary to provide Collection Service have been delivered to its Volusia County Yard. When notified of each delivery, operations and fleet management personnel will go to the manufacturer's authorized dealer location to confirm the delivery of the correct asset. As each asset is delivered, it will be scheduled for a PDI (Post Delivery Inspection) by both the chassis manufacturer and the body manufacturer individually. During the time the new assets are located at the authorized dealer locations, both the AWTI 3rd Eye Camera & GPS and appropriate decals will be installed on the asset.

Finally, as each truck is delivered to our facility, our team of technicians will conduct our own PDI to confirm that nothing was missed. This process will include putting each vehicle through a thorough test operation by the drivers that will be operating the equipment in the City of Palm Coast. During the process of conducting our PDI, all pertinent data will be gathered and recorded. During this process, the vehicles will be registered, licensed, tagged, equipped, and prepared to perform before May 16th, 2022 (approximately 2 weeks before the Commencement Date). Upon completion of all of the above, FCC will submit our Asset Inventory List which will include make, model, year, tare weight, license tag number, and identification number for each collection vehicle to City Staff for approval. Additionally, any permanent or long-term changes made in our asset inventory will be submitted to the City of Palm Coast for approval.

## ○ 2.B. Personnel

Immediately upon contract award, FCC's professional and highly experienced HR personnel will begin recruitment efforts ensuring that we recruit quality candidates for servicing the City of Palm Coast before Commencement of Services. FCC recruiting efforts will include job fairs, online or print media advertising, and acceptance of any current driver's applications that wish to maintain work in the City of Palm Coast. FCC has transitioned multiple contracts where it has worked with the incumbent haulers, to give priority to employees who would be displaced as a result of the municipality awarding this scope.

Upon award of the contract, FCC will begin to accept and review applications. After selecting the more promising candidates, we will schedule interviews with individual candidates and conduct various skills tests to assess the skill levels of individual recruits to tailor training requirements for each driver. Of course, all successful applicants will undergo a thorough background check to confirm compatibility with our company culture of Customer Service and Safe Operations.

Beginning April 2022, we will begin to onboard key staff. Route Managers, Administrative Staff, and Lead Drivers will be hired to complete training in the early stages. As we get closer to the 1-month prior mark, we will continue onboarding personnel to be fully staffed for collections. Drivers with less experience will be hired earlier on than more experienced drivers to ensure complete safety training.

6 weeks before commencement, we will begin all new hire orientation, Safety Training, confirm that uniforms are ordered, any safety gear such as gloves, hard hats, and appropriate footwear along with any other industry-standard PPE (Personal Protective Equipment) have been both purchased and distributed.

By May 16, 2022, FCC will confirm in writing that it has hired and trained all the employees needed to provide Collection Service.

## ○ 2.C. Containers Front-Load and Roll-Off A&D

Immediately upon Award of Contract, FCC will request "Best and Final" quotes from the manufacturers for the various types and sizes of equipment to be installed at the City of Palm Coast's facilities. After reviewing and selecting the best proposal for the contract, FCC will forward container and equipment specifications to the selected vendor for ordering.

10 weeks before Commencement of Services, deliveries of containers will be directed to the selected staging area. Upon arrival, each of the containers will be inspected for quality of construction and FCC will finalize preparations for delivery such as affixing the appropriate decals and in-service dates to the containers recording their serial numbers into inventory, and scheduling deliveries to coincide with services in cooperation with the incumbent service provider.

9 weeks before Commencement of Services, FCC plans to begin the equipment exchange for front load dumpsters and roll-off containers. FCC intends to permit the incumbent to access and use FCC's containers and equipment during the period of transition, before Commencement of Services and if necessary, get the same permissions from the incumbent for after Commencement of Services should the incumbent fail to completely remove all their equipment before Commencement of Services.

#### ○ 2.D. Containers-Poly carts

If the City selects either option A.2 or B.2. and immediately upon award of the contract, FCC will contact the various cart manufacturers that have offered bids for the work to request "Best and Final" offers. Upon final cart manufacturer selection, FCC will forward the specifications for the carts and place the order within two weeks of Contract Award.

All carts will be delivered and staged at FCC's cart facility mentioned in section 2.E.



8 weeks prior to Commencement of Services, FCC will prepare maps to conduct the Cart A&D (Assembly and Delivery) project. These maps will detail cart placement for Residential Cart Customers. FCC will have all carts delivered prior to May 16, 2022.

## ○ 2.E. Facilities

FCC has a facility within Volusia County that will be used to service the City of Palm Coast. Upgrades to this yard to accommodate the trucks that will service the City of Palm Coast have already been identified and will be completed before the Commencement Date.

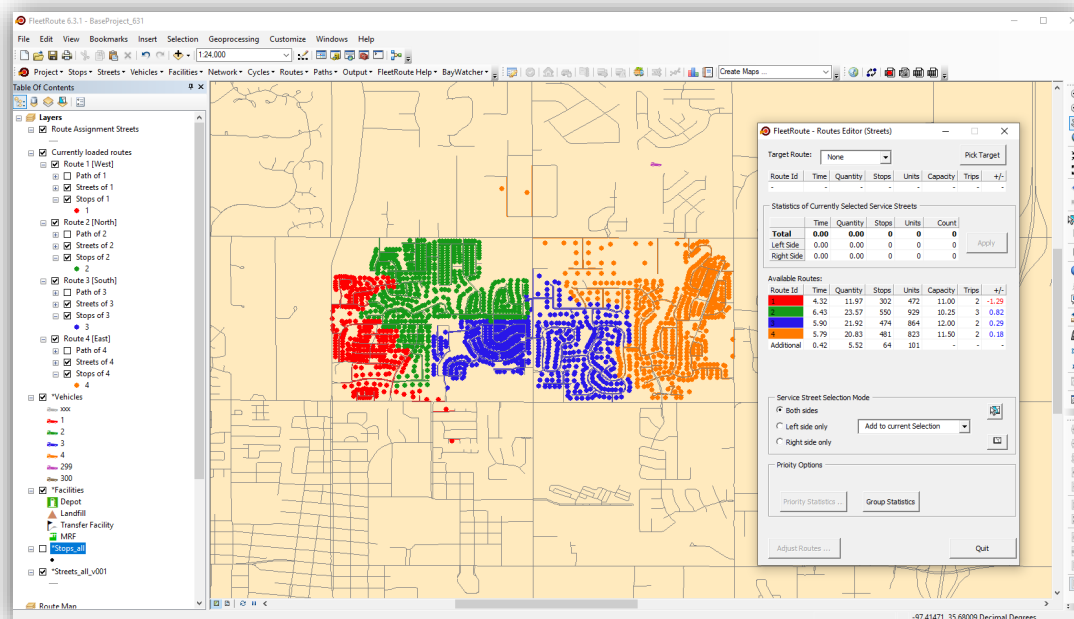
Additionally, 6 weeks before the start of contract, FCC will open a satellite location within Flagler County where all cart requests from Citizens will be managed. A local phone number to receive customer service calls will be provided.

## ○ 2.F. Routes

During the process to develop our response to the RFP, FCC performed an initial field audit to track the number of trucks currently providing service in the City of Palm Coast. Immediately after the award of the contract, FCC will perform an additional audit to document potential improvements to the routing.

Two months prior to the contract start date, FCC will provide the contract administrator with a collection plan designed for the City of Palm Coast.

**FCC will use its High-Density Routing software to route all trucks within the City** utilizing the improvements identified during the field audit. Once those trucks are routed, draft route maps will be generated for the FCC New Projects team to review. FCC will provide the final maps and data generated in the final collection plan will be provided to the City in a format that can be uploaded onto the City's existing GIS website for use by the City. FCC leverages this software with input from Drivers and staff to effectively route the service rendered in the City.



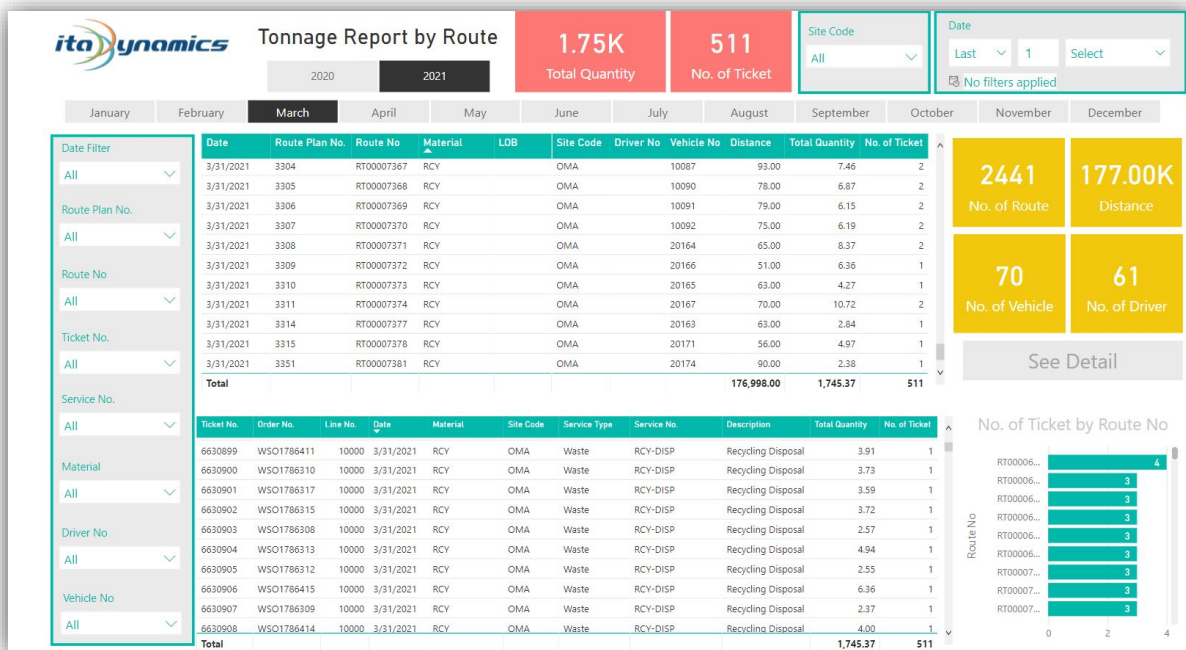
6 weeks before the commencement of the contract, Route Managers & General Manager will review the route maps, perform dry runs to check for safety, efficiencies, and service optimizations. Supervisors will provide comments and feedback to produce the final routes to be submitted to the City.

3 weeks before the start of the contract, route drivers will be provided with their route books. These books provide the route overview and path details necessary to effectively navigate and service their routes. Any additional improvements identified by the drivers will be incorporated into the routing before Commencement of Service with any subsequent changes forwarded to the City. Before May 20, 2020, FCC will submit in writing that all its drivers have inspected the routes and confirmed the ability to complete them.

## ○ 2.G. Software

FCC's existing technology will provide it with all the reporting needs for the City of Palm Coast. In terms of the weight reporting that is required by the City, **FCC currently uses Microsoft Dynamics Enterprise Waste Management Software (ENWIS)** application which provides routing, dispatching, billing operations, and account reporting.

This system provides daily data and has customized reporting allowing the retrieval of monthly data showing weights by category and route, the destination of all materials, and the container types and number of residences being serviced by category. This system allows for Copies of weight tickets to be stored and attached to each route.





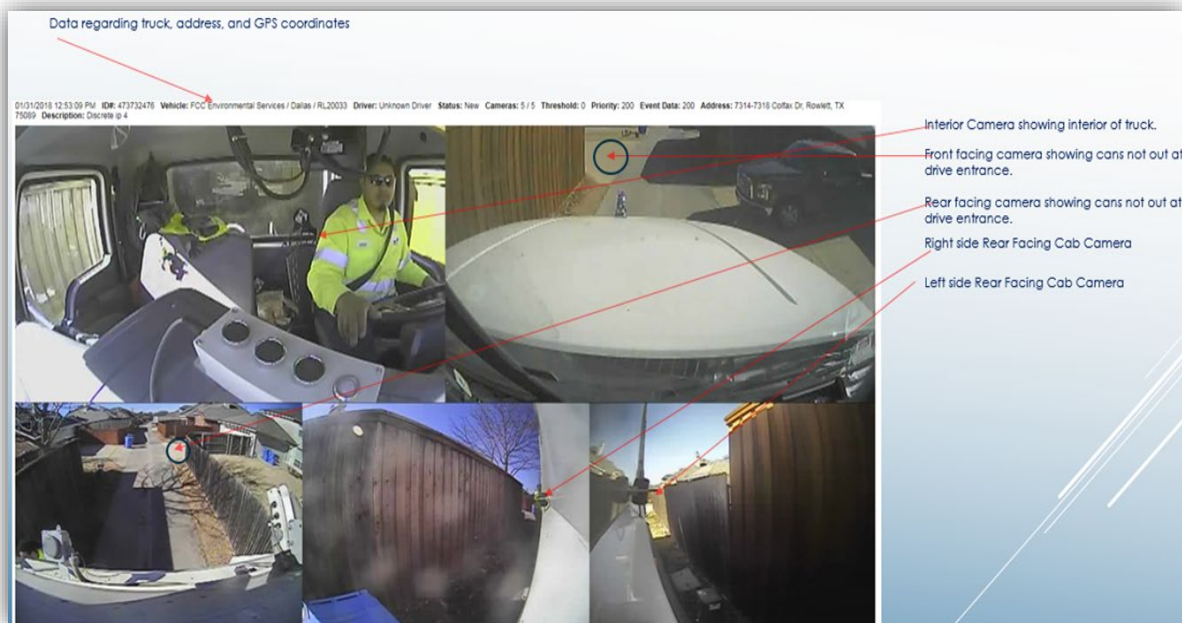
All data is available in excel format and can be customized to the needs of the City of Palm Coast. In addition to reporting tonnages and route dispatching information, FCC's keeps detailed records of its routine vehicle maintenance to ensure that all collection vehicles are functioning properly.

Properly maintaining our fleet and keeping records of all maintenance that is completed allows us to maintain a continuous and uniform level of collection service that protects the health, safety, and welfare of the community.

**FCC utilizes AWTI 3rd Eye** daily to track trucks on the route, monitor real-time performance while providing similar historical data to verify service from previous routes. Through FCC's web-based 3rd Eye portal, we can track real-time any historical information about the movement of each of our pieces of equipment.

Additionally, the individual drivers can utilize the onboard 3rd Eye cameras to record service issues such as blocked access or late set-outs. This information is crucial for not only daily route performance and service completion but is also an important tool to identify routing concerns to improve efficiency and conducting damage claim investigations.

In addition to the route verification application of 3rd Eye, FCC also uses it to monitor driver safety performance. The 3rd Eye system records events that exceed certain thresholds such as speed, pitch, and yaw, even recording impacts and travel over rough roadways. An analyst evaluates pushed video for infractions of safe driving rules and forwards video of these infractions directly to the appropriate manager to coach the driver appropriately. This system is so beneficial to us and our customers that it is now standard in all FCC equipment.



The AWTI 3rd Eye has the following additional features to match the City's Service Verification System requirements:

- Capability to generate and download reports related to the Collection Service.
- Real-time and historical map-based vehicle location visibility of all Collection Vehicles.
- Direct access to view GPS data, photos, and video recordings.

FCC will give access to the City to utilize **Positive Service Verification** features of Third Eye, which provides photos of confirmed service and breadcrumb GPS tracking. Positive Service Verification allows the City as well as staff to see verification of service on a house-by-house basis. All service points are confirmed via GPS, time-stamped, and paired with an image of the location.

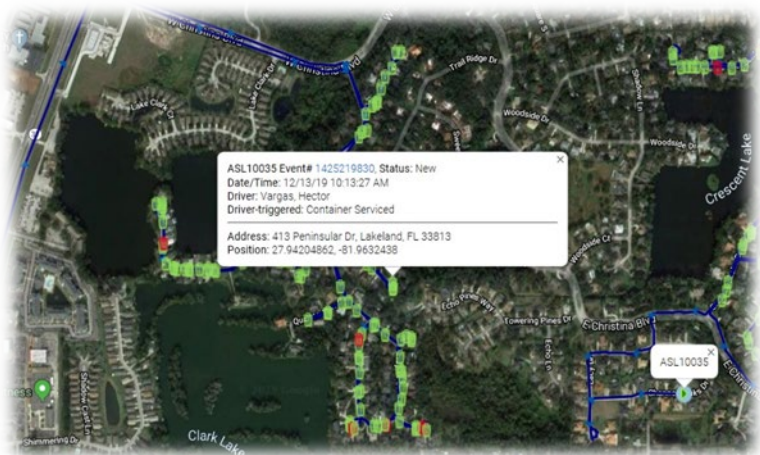
In addition to providing the City access to the Positive Service Verification, FCC will provide daily uploads of its collection vehicle GPS data meeting the City's requirements:

- Ping Rate of every 5 seconds
- GPS data can be made available in CSV or ASCII tabular format, with columns for Longitude/Latitude Coordinates, as well as the date and time stamps.

12 weeks before commencement of the contract FCC will begin setting up the City of Palm Coast databases within its Microsoft Dynamics ENWIS software. As a part of setting up the database, FCC will be in consultation with the City to confirm that the dashboards and reports from within the system conform to the City's requirements.

10 weeks before the start of the contract, FCC will set up the 3<sup>rd</sup> Eye portal for the City of Palm Coast. FCC intends to provide the City with a user interface in 3<sup>rd</sup> Eye as well. Login credentials will be generated for personnel designated by the City with required permissions and advanced reports will be configured to provide the City daily GPS locations of all vehicles complete with tracking and truck-initiated service verification photo reports in addition to AWTI 3<sup>rd</sup> Eye's PSV (Positive Service Verification) photographs.

FCC will ensure that the Service Verification System is fully operational, all Collection Vehicles are equipped with a GPS, all Residential Collection Vehicles are equipped with fully operational cameras mounted on the outside of the Collection Vehicle, providing 360-degree camera coverage to monitor events occurring while providing Collection Services (no in-cab driver view) by May 20, 2022. Any issues will be provided to 3<sup>rd</sup> Eye to properly address before the Commencement of Services.



Training on Microsoft Dynamics ENWIS for any new personnel hired to service the City of Palm Coast will begin 6 weeks before the Commencement of Services. The staff will be trained in the different solutions within the software that dispatching, billing, and truck maintenance features.

## ○ 2.H Reports

No Later than 8 weeks before commencement, FCC will coordinate with the City of Palm Coast to determine the reporting requirements for the City on a daily, monthly, quarterly, or yearly basis. Upon receiving the reporting requirement detail, FCC will ensure that its existing systems are modified to provide the City with the data it needs in the required format.

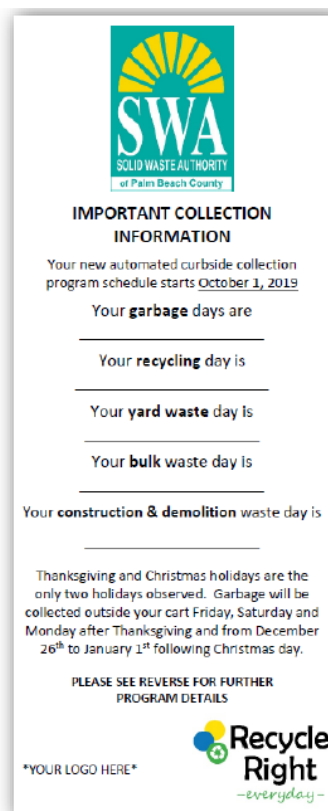
6 weeks before the Commencement of Services, FCC will provide the City with draft reports as the systems are modified to meet the requirements. Any additional changes or improvements will be implemented after receiving comments and direction from City personnel.

4 weeks before Commencement of Services, Customer Service Representatives, Route Managers, and the General Manager will be trained on how to properly generate required reports, as designed per the City's specifications, from Microsoft Dynamics ENWIS and Trac EZ. Additionally, an SOP (standard operating procedure) will be utilized to ensure proper documentation of the steps and for training any new staff.

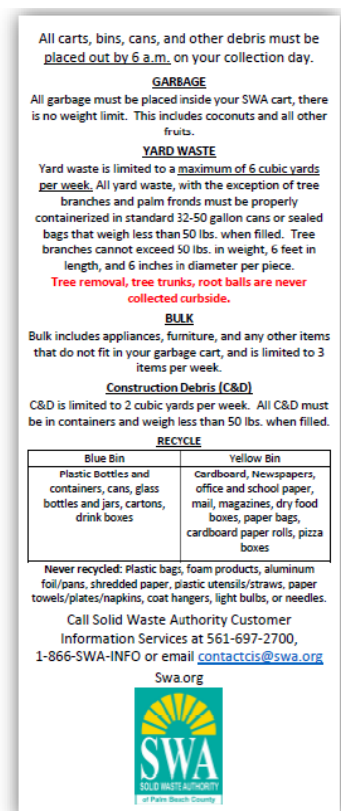
## ○ 2.I Customer Communication

FCC will coordinate with the City of Palm Coast staff to formulate the language to be used in all communications with residential customers to educate the citizens about the coming change in service. 6 weeks before commencement, FCC will submit the informational flyers to the City for approval.

FCC will work with City staff to ensure it meets all residential communication requirements. By May 20, 2022, FCC will confirm with the City that all residential customers have been notified of the service changes, applicable set out requirements, and any other educational and promotional information focused on reducing contamination in the program recyclables.



FCC Service Brochure, front



FCC Service Brochure, back

### - 3. Commencement of Services

Before the commencement of services, FCC will begin to transition into the operational plan. The Collection plan will be provided to the City during this transition period. Before the commencement, FCC will properly train all staff, to ensure that the procedures to the operational plan are followed, and improvements are made before the actual commencement date.

### - 4. Ongoing Operations Execution and Continued Development

FCC will continue to work with City staff to ensure that the ongoing operational execution meets the needs and standards as set between the City and FCC. To ensure the City's satisfaction, FCC will be maintaining regular communication and meetings with City staff, to find and implement improvements to the collection plan that has been designed for the City of Palm Coast.

This draft transition plan will be further developed if FCC is awarded the contract. Included below are the draft transition plan and FCC's commitment of when they will be tentatively met.

FUNCTIONAL AREA	TASK/COMMENTS	TIMELINE
<b>EQUIPMENT</b>		
Chassis manufacturer selection and order	Provide selected chassis manufacturer with necessary truck specifications and place order	Immediately upon contract award
Body manufacturer selection and order	Provide selected body manufacturer with compaction body specifications and place order	Immediately upon contract award
Tracking technology	Provide AWTI 3 <sup>rd</sup> Eye with truck specifications and order all equipment	Immediately upon contract award
Order Placement Documentation	Provide documentation demonstrating that all necessary new Collection Vehicles and equipment have been ordered	Within 8 weeks upon contract award
Interim follow up	Confirm on-time production of all equipment.	Starting 6 weeks after order placement and continuing weekly through the delivery of all assets.
Accepting Delivery	Visually confirm arrival of equipment at a local vendor for each asset.	Starting upon arrival of 1st asset and continued weekly through the delivery of all assets.
Manufacturer PDI	Submit equipment to Post Delivery Inspection at a local authorized dealer of all necessary new Chassis and Body manufacturers by their technicians	Starting upon arrival of the first asset, continuing through the arrival of the last asset.

FUNCTIONAL AREA	TASK/COMMENTS	TIMELINE
Asset Inventory List	FCC will develop and maintain an asset list to be delivered to City of Palm Coast designated personnel	Before May 16, 2022.
Onsite preparation	Prepare “Birth Certificate” for new assets, conduct internal PDI, register and insure each asset.	Starting upon arrival of the first asset, continuing through the arrival of the last asset.

#### **PERSONNEL**

Initial Recruitment Steps	Begin recruitment advertising in print online media. Plan and schedule Job Fairs.	Immediately after contract award
Hiring Process	Accept applications, conduct interviews & skills tests, and conduct background checks.	Immediately after contract award
Safety Training	Ongoing safety training is mandatory for all drivers and crew members	Upon initial hire through commencement
Verify All Employees in Place	Drivers, office, customer service, billing, accounting, safety, supervisory, etc.	By May 16, 2022

#### **CONTAINERS – FRONT LOAD & ROLL-OFF**

Container manufacturer selection and order	Provide selected container manufacturer with necessary front load and roll-off container needs and place order	After contract award Through contract execution
Order Placement Documentation	Provide documentation demonstrating that all necessary new front load and roll-off containers have been ordered	Within 4 weeks upon contract award
Container distribution	Coordinate with the incumbent & City to deliver new containers.	9 weeks before commencement up to May 27, 2022

#### **CONTAINERS – POLY CARTS**

Container manufacturer selection and order	Provide selected container manufacturer with necessary cart specifications, and quantities required and place order	Within 2 weeks upon contract award
Assembly & Distribution	Begin to receive cart shipments at FCC’s cart facility within Flagler County	2 Months before the commencement date
Assembly & Distribution	Ensure all carts are delivered to residents, and provide verification to City that A&D has been completed	One month before commencement date through May 16, 2022

FUNCTIONAL AREA	TASK/COMMENTS	TIMELINE
<b><u>FACILITIES</u></b>		
FCC Facility	Begin upgrades to FCC's existing Volusia County Facility to accommodate trucks servicing the City of Palm Coast	Immediately after contract award.
FCC Container Yard	Close on Container yard located in Flagler County	6 weeks before contract starts
	Begin necessary construction or upgrades on Container Yard located in Flagler County.	6 weeks before contract starts
<b><u>ROUTES</u></b>		
Maps	Final route maps	8 weeks before the commencement date
Supervision	Primary & alternate supervisor(s) to have full knowledge of all City operations	6 weeks before the commencement date
Dry Runs	Run routes repeatedly to check for safety, efficiency, and service optimization	6 weeks before the commencement date
Route Training	Train drivers on how to effectively navigate through their assigned route	3 weeks before the commencement date
Route inspection	All FCC drivers have inspected the routes and confirmed the ability to complete them	By May 20, 2022
<b><u>SOFTWARE</u></b>		
Set up Microsoft Dynamics for Operations and Fleet Maintenance	Set up databases, and customize dashboards to provide reporting required by the City.	12 weeks before the commencement date
Train staff on Microsoft Dynamics	Train customer service, and mechanics to print route sheets, add customer notes, dispatch drivers, track shop inventory, and populate truck work orders	6 weeks before the commencement date
Set up Trac EZ	Set up customer complaint management system and provide training to staff.	Before May 6, 2022
Set up 3rd Eye Portal with Drivers and Vehicles	Set up Palm Coast Portal, ensuring all users have access, and drivers/ vehicles are assigned	Before May 20, 2022
Verify all trucks are registering GPS and PSV	Verify trucks appear in the portal and register positive service events	Before May 20, 2022



FUNCTIONAL AREA	TASK/COMMENTS	TIMELINE
<b>REPORTS</b>		
Set up reporting requirements	Meet with the City officials to determine the required format of ad-hoc, monthly, and yearly reports	8 weeks before the commencement date
Develop Required Reports	Develop all required reports through Enterprise Waste Management System, and ensure they are provided in the correct format	7 weeks before the commencement date
Provide City with samples of all required reports	Provide draft reports samples to City staff for approval	6 weeks before the commencement date
<b>CUSTOMER COMMUNICATIONS</b>		
Message content	Coordinate with City to approve message content to be used with each medium and which medium to be used. (i.e. In water bill mail versus postcard).	6 weeks before commencement
City Notification	Communicate with City Staff that all flyers have been mailed to all customers.	By May 20, 2022
<b>OTHERS</b>		
Transition Plan	Provide the City with a written Transition Plan to the Project Manager	Within one month of the effective date
Collection Plan	Provide the City with a written Collection Plan to the Project Manager	2 Months before the commencement date
Safety Plan	Cover all aspects of FCC's operations	2 Months before the commencement date
Contingency and Disaster Plan	Provide the City with a written Contingency and Disaster Plan	2 Months before the commencement date

## E. RECYCLING & EDUCATIONAL EFFORTS

FCC is fully aware of the challenges Cities and Municipalities face in maintaining low contamination rates in their recycling programs. FCC manages two of North America's most advanced and modern Materials Recycling Facilities as labeled by recycling exports in the City of Dallas and Houston. FCC is experienced in working with and training cities and municipalities to help lower the contamination rates in the materials they are recycling.

More than 100 years of experience in this business has taught us that one of the key factors to be successful in the recycling world is to educate the residents on how to separate and segregate their recyclable material. FCC has experienced personnel that handles all public education and outreach. Not only do we have a global and national team, but FCC also has local, experienced, personnel that work with the community on public education and outreach.

FCC Group has had several programs and initiatives to increase recycling in the areas we serve. These include school educational campaigns, visits to our MRFs and other treatment plants.

Education is a key factor to reduce contamination effectively and it is our goal to do it significantly, so the Recycling Material contamination rate reduces in the City of Palm Coast. Helping the City with educational campaigns for residents will significantly help reduced contamination and increase recycling participation rates. Additionally, FCC will use technology to assist in these efforts.

Through the RFP, there are two different collection options, collection via customer owned bins or collection via carts. Disposing the Recyclable Materials in carts could make difficult the visual inspection labor made by the drivers. For this, our company would utilize 3rd Eye positive service verification technology, to capture an image of the container contents once tipped into the truck allowing for analysis of contamination offenders and the ability to further educate those customers. This coaching tool has provided us the great ability to change and correct customer behavior to better the recycling stream. If the City elects recycling collection via customer owned bins, FCC will ensure its helpers properly tag and educate customers on unconfirming recycling set outs.



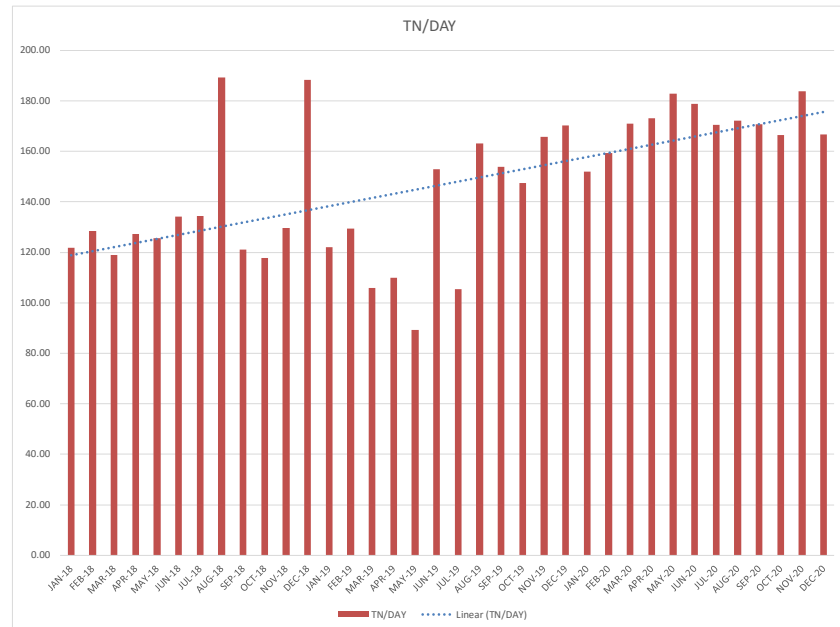
## CHAPTER 5 PROPOSED RESOURCES

### A. CURRENT SERVICE ANALYSIS

To ensure FCC can provide a collection plan that exceeds the requirements of the City, not only has FCC driven and navigated the streets of Palm Coast, but it has carefully analyzed the data provided by the City during the bid process. Some of the most important data that can be analyzed to check the current level of service is the tonnage information that was provided in the RFP and in addendum 1. The following tables provide an overview of some of the most important parameters related to the collection service.

#### a. Current Garbage Analysis

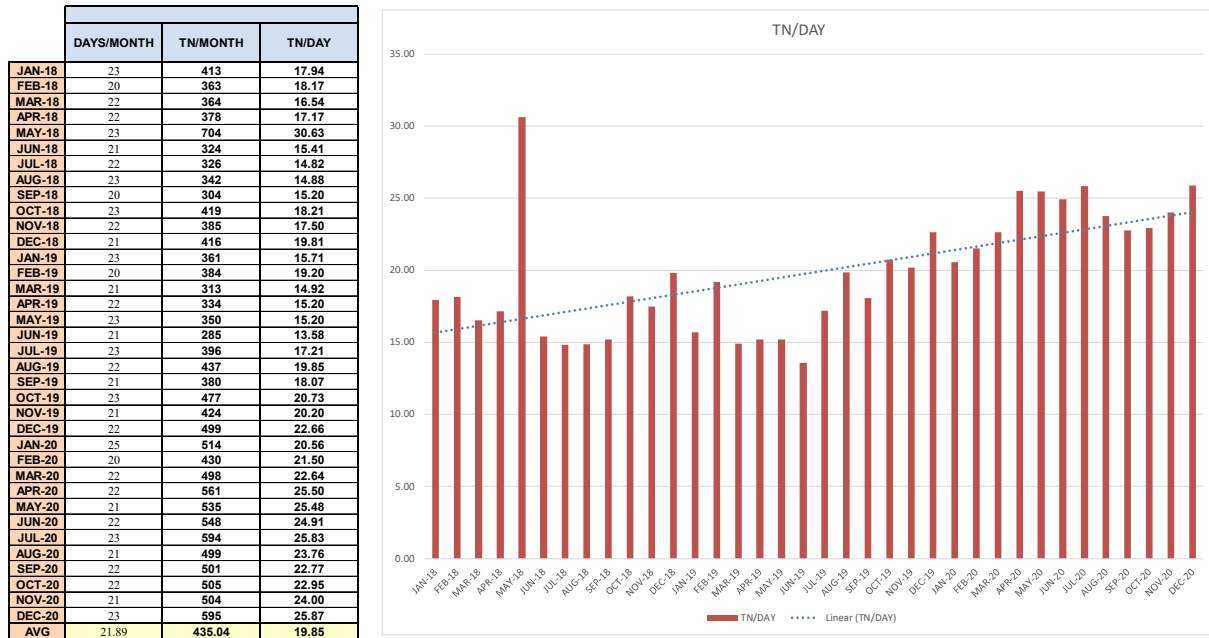
	DAYS/MONTH	TN/MONTH	TN/DAY
JAN-18	23	2,803	121.88
FEB-18	20	2,568	128.38
MAR-18	22	2,616	118.93
APR-18	22	2,799	127.24
MAY-18	23	2,887	125.53
JUN-18	21	2,815	134.07
JUL-18	22	2,954	134.29
AUG-18	23	4,350	189.13
SEP-18	20	2,423	121.15
OCT-18	23	2,707	117.70
NOV-18	22	2,853	129.67
DEC-18	21	3,956	188.36
JAN-19	23	2,807	122.05
FEB-19	20	2,588	129.40
MAR-19	21	2,222	105.82
APR-19	22	2,420	109.98
MAY-19	23	2,052	89.24
JUN-19	21	3,213	153.00
JUL-19	23	2,425	105.44
AUG-19	22	3,590	163.20
SEP-19	21	3,232	153.91
OCT-19	23	3,389	147.36
NOV-19	21	3,482	165.82
DEC-19	22	3,748	170.36
JAN-20	25	3,796	151.84
FEB-20	20	3,185	159.25
MAR-20	22	3,762	171.00
APR-20	22	3,808	173.09
MAY-20	21	3,839	182.81
JUN-20	22	3,932	178.73
JUL-20	23	3,922	170.52
AUG-20	21	3,614	172.10
SEP-20	22	3,757	170.77
OCT-20	22	3,662	166.45
NOV-20	21	3,859	183.76
DEC-20	23	3,835	166.74
AVG	21.89	3,218.67	147.19



After reviewing the information provided above:

- The tonnage has increased from 2018 through 2020. The average tons collected per day in 2020 have increased by 35 tons (24%), when compared to 2018/2019 average.
- In 2020 the average tons per day have been more consistent throughout the year, with less fluctuations as seen in 2018/2019.
- For the design of the routes, we have used an average of 3,750 tons/month.

## b. Current Recycling Analysis

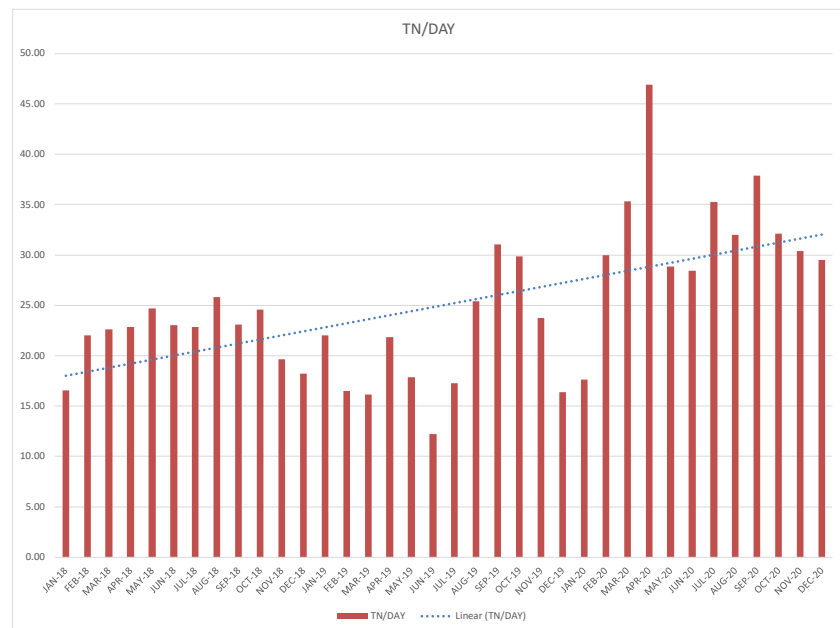


After reviewing the information provided above:

- As with the solid waste, recycling has gradually increased from 2018 through 2020. The average tons collected per day in 2020 have increased by 6 tons (30%), when compared to 2018/2019 average.
- In 2020 the average tons per day have been more consistent throughout the year, with less fluctuations as seen in 2018/2019.
- For the design of the routes, we have used an average of 525 tons/month.

### c. Current Yard Waste Analysis

	DAYS/MONTH	TN/MONTH	TN/DAY
JAN-18	23	381	16.57
FEB-18	20	440	22.01
MAR-18	22	498	22.62
APR-18	22	502	22.84
MAY-18	23	568	24.71
JUN-18	21	484	23.03
JUL-18	22	502	22.83
AUG-18	23	594	25.81
SEP-18	20	462	23.08
OCT-18	23	565	24.55
NOV-18	22	432	19.62
DEC-18	21	382	18.21
JAN-19	23	507	22.02
FEB-19	20	330	16.49
MAR-19	21	338	16.12
APR-19	22	480	21.81
MAY-19	23	411	17.88
JUN-19	21	257	12.23
JUL-19	23	397	17.24
AUG-19	22	559	25.41
SEP-19	21	652	31.04
OCT-19	23	687	29.88
NOV-19	21	498	23.73
DEC-19	22	360	16.36
JAN-20	25	441	17.64
FEB-20	20	600	30.00
MAR-20	22	777	35.32
APR-20	22	1,032	46.91
MAY-20	21	606	28.86
JUN-20	22	626	28.45
JUL-20	23	811	35.26
AUG-20	21	672	32.00
SEP-20	22	833	37.86
OCT-20	22	706	32.09
NOV-20	21	638	30.38
DEC-20	23	679	29.52
AVG	21.89	547.39	25.01



After reviewing the information provided above:

- There has been a significant increase in the average number of tons collected per day in 2020 when compared to 2018/2019 average. The average tons collected per day in 2020 have increased by 10.5 tons (40%), when compared to 2018/2019.
- On all the years where data was made available, tonnages were lower in the Months January through March and November through December, and increased April through October.
- Although the tonnages have varied in those months, FCC will propose the same number of units throughout the year. It has planned for its staff to work longer during the heavy season, while still having enough routes and resources to complete the routes within the allotted time.

## B. COLLECTION PLAN

FCC prides itself on the level of service that it provides to its customers. FCC has achieved an unprecedented level of success in providing excellent service to the municipalities where it operates.

The key to this success is the operational planning that FCC determines before the contract, and the systems and procedures it has put in place to ensure that this level of service is provided to all the customers and residents that FCC services. For the City of Palm Coast, FCC has designed a Collection plan to properly service the residents within the City.

FCC's approach to supporting the needs and goals of the project is outlined below:

- 1) Dedicated equipment and 31 up to 69 drivers/helpers (Depending on the scenario selected by the City).
- 2) FCC will hire full-time employees with benefits, minimizing and, if possible, eliminating the use of 3rd party staffing agencies for temporary helpers.
- 3) All Collection Vehicles will be either in New or Like New Condition.
- 4) Use of 3rd Eye camera system with recording capabilities to improve driver safety performance, settle issues/customer disputes, and protect both company and municipality liability concerns
- 5) Positive Service Verification which provides a GPS location and timestamp along with photo evidence of the collection service occurring
- 6) Tailor-made services depending on the Service Requested

### a. Residential Services

The City of Palm Coast is a growing community just north of Daytona Beach and known for its 125+ miles of connecting trails and paths for walking/bicycling, abundant fishing, and boating. The City of Palm Coast has approximately 37,780 single-family residential units. Based on the level of service and collection issues that the City has faced in the past years, FCC has designed their routes ensuring there are enough routes so it can properly service the City. Depending on the collection scenario selected by the City, the collection equipment, staff required, and collection plan will vary.

As requested in the RFP, route schedules will be completed within the permitted allowed collection hours (6:00 AM – 6:00 PM). However, FCC has designed its routes to work no more than 10 hours per day, allowing for extra time for any unforeseen events during the collection day. The routes have been designed so that most drivers work on a 5-day schedule.



**a.i Scenario A.1 Once a week Garbage Collection Services with resident provided cans, Every-Other-Week Program Recyclables Collection with bins, Once a week Yard waste, Once a Month Bulky Item collection, and Once per Month White Goods Collection**

Through the RFP process, the City is requesting the collection of residential solid waste once a week and the scheduled collection days for that service shall be Monday through Friday.

To properly determine the number of routes needed to service the City of Palm Coast, FCC has allotted a maximum number of customers for each route or vehicle to service per day. FCC would be providing service to approximately 7,556 customers on each of the collection days (37,780 divided by 5 days between collections).

FCC has estimated a set-out rate of 100% for the once-a-week collection, to ensure enough hours of service and equipment is valued. FCC has designed the service so that it can complete routes all days within the allotted time that has been designated by the City (6:00 A.M. to 6:00 P.M.). FCC will field a total of **ten (10) garbage collection routes operating on the 5 collection days**. These routes will use a 25 CY rear load collection truck, staffed with one (1) driver and one (1) helper.

Included below is a table identifying how the service has been designed. All the tables provided include the number of homes FCC is estimating to service, as well as the number of homes each truck will drive by.

EFFICIENCY PER WORKING DAY			
2 LOADS	Truck Type	Nº Units collected/daily	Nº Drive-byes/daily work
	REL trucks	756	756

MEASURING RESIDENTIAL SOLID WASTE COLLECTION SERVICE IN ORDER TO TIME								
2 LOADS	Truck Type	Nº units collected/day	Nº Drive-byes/daily work	Nº Routes/Day (Calculation)	Nº Routes/Day (Rounded)	Collected Tn/day	Loads/w.day	Tn/Load/Route
	REL trucks	7,556	7,556	10.00	10.00	175.00	2	8.75
				<b>TOTAL</b>	<b>10.00</b>	<b>175.00</b>		

Through the RFP process, the City is requesting the collection of recycling using bins occurring on every other week collection schedule (Monday through Friday).

Using this collection schedule of 5 days per week, FCC would be providing service to approximately 3,778 customers on each of the collection days. To properly service this number of customers per day, FCC will have **four (4) recycling collection routes operating on the 5 collection days**. FCC has estimated a set-out rate of 80%. For this scenario, FCC will be servicing these routes using 25 CY rear load collection vehicles. All routes will be staffed with one (1) driver and one (1) helper.

Included below is a table identifying how the service has been designed. All of the tables provided include the number of homes FCC is estimating to service, as well as the number of homes each truck will drive by:

EFFICIENCY PER WORKING DAY			
2 LOADS	Truck Type	Nº Units collected/daily	Nº Drive-byes/daily work
	REL trucks	753	941

MEASURING RESIDENTIAL RECYCLABLE MATERIALS COLLECTION SERVICE IN ORDER TO TIME								
2 LOADS	Truck Type	Nº units collected/day	Nº Drive-byes/daily work	Nº Routes/Day (Calculation)	Nº Routes/Day (Rounded)	Collected Tn/day	Loads/w.day	Tn/Load/Route
	REL trucks	3,022	3,778	4.01	4.00	25.00	2	3.13
				<b>TOTAL</b>	<b>4.00</b>	<b>25.00</b>		

As identified in the addendums, collection of the one a week yard waste will be limited to two (2) cubic yards in size on a weekly basis. This service would be provided once per week Monday through Friday.

Using this collection schedule of 5 days per week, FCC would be providing service to approximately 7,566 customers on each of the collection days. To properly service this number of customers per day, FCC will have five (5) yard waste collection routes operating on the 5 collection days. FCC has estimated a set-out rate of 20%. These routes will use a 25 CY rear load collection truck, staffed with one (1) driver and one (1) helper.

Included below is a table identifying how the service has been designed. All the tables provided include the number of homes FCC is estimating to service, as well as the number of homes each truck will drive by:

EFFICIENCY PER WORKING DAY			
1 LOAD	Truck Type	Nº Units collected/daily	Nº Drive-byes/daily work
	REL trucks	304	1,518

MEASURING RESIDENTIAL YARD WASTE COLLECTION SERVICE IN ORDER TO TIME								
1 LOAD	Truck Type	Nº units collected/day	Nº Drive-byes/daily work	Nº Routes/Day (Calculation)	Nº Routes/Day (Rounded)	Collected Tn/day	Loads/w.day	Tn/Load/Route
	REL trucks	1,511	7,556	4.98	5.00	33.00	1	6.60
				<b>TOTAL</b>	<b>5.00</b>	<b>33.00</b>		

Collection of the Bulky & White Goods will occur on a once per month schedule. Given that the residential garbage will be collected with rear load collection vehicles, majority of Bulky & White goods will be collected with the same vehicles operating on the regular garbage routes. For the unlimited bulk waste option, FCC will also deploy one (1) grapple truck staffed with one (1) driver. For the scheduled White Goods collections, FCC will also deploy one (1) pick-up truck and trailer staffed with one (1) driver.

**a.ii Scenario A.2 Twice a week Garbage Collection Services with resident provided cans, Once a Week Program Recyclables Collection with bins, Once a week Yard waste, Once a Month Bulky Item collection, and Once per Month White Goods Collection**

Through the RFP process, the City is also requesting the collection of residential solid waste on a twice per week schedule that would occur Monday/Thursday and Tuesday/Friday. **This is the current collection scenario within the City of Palm Coast.**

To properly determine the number of routes needed to service the City of Palm Coast, FCC has allotted a maximum number of customers for each route or vehicle to service per day. FCC would be providing service to approximately 18,890 customers on each of the collection days (37,780 divided by 2 collection days).

FCC has estimated a set-out rate of 95% for the twice-a-week collection, to ensure enough hours of service and equipment is valued. FCC has designed the service so that it can complete routes all days within the allotted time that has been designated by the City (6:00 A.M. to 6:00 P.M.). FCC will field a total of **twenty-four (24) garbage collection routes operating on the 4 collection days.** These routes will use a 25 CY rear load collection truck, staffed with one (1) driver and one (1) helper.

Included below is a table identifying how the service has been designed. All the tables provided include the number of homes FCC is estimating to service, as well as the number of homes each truck will drive by.

EFFICIENCY PER WORKING DAY			
1 LOAD	Truck Type	Nº Units collected/daily	Nº Drive-byes/daily work
	REL trucks	749	788

MEASURING RESIDENTIAL SOLID WASTE COLLECTION SERVICE IN ORDER TO TIME								
1 LOAD	Truck Type	Nº units collected/day	Nº Drive-byes/daily work	Nº Routes/Day (Calculation)	Nº Routes/Day (Rounded)	Collected Tn/day	Loads/ w.day	Tn/Load/ Route
	REL trucks	17,946	18,890	23.97	24.00	220.00	1.00	9.17
				TOTAL	24.00	220.00		

In this scenario, the City is requesting the collection of recycling using bins occurring on every week collection schedule (Monday through Friday).

Using this collection schedule of 5 days per week, FCC would be providing service to approximately 7,556 customers on each of the collection days. To properly service this number of customers per day, FCC will have **seven (7) recycling collection routes operating on the 5 collection days.** FCC has estimated a set-out rate of 75%. For this scenario, FCC will be servicing these routes 25 CY rear load collection vehicles. All routes will be staffed with one (1) driver and one (1) helper.

Included below is a table identifying how the service has been designed. All the tables provided include the number of homes FCC is estimating to service, as well as the number of homes each truck will drive by:

EFFICIENCY PER WORKING DAY			
1 LOAD	Truck Type	Nº Units collected/daily	Nº Drive-byes/daily work
	REL trucks	811	1,082

MEASURING RESIDENTIAL RECYCLABLE MATERIALS COLLECTION SERVICE IN ORDER TO TIME								
1 LOAD	Truck Type	Nº units collected/day	Nº Drive-byes/daily work	Nº Routes/Day (Calculation)	Nº Routes/Day (Rounded)	Collected Tn/day	Loads/w.day	Tn/Load/Route
	REL trucks	5,667	7,556	6.98	7.00	25.00	1	3.57
TOTAL					7.00	25.00		

Yard waste collection in this scenario will be collected on a once per week basis occurring on Wednesday. Using this collection schedule of 1 day per week, FCC would be providing service to approximately 37,780 customers on Wednesday. To properly service this number of customers, FCC will have twenty-four (24) yard waste collection routes operating on the 1 collection day. FCC has estimated a set-out rate of 20%. These routes will use a 25 CY rear load collection truck, staffed with one (1) driver and one (1) helper.

Included below is a table identifying how the service has been designed. All the tables provided include the number of homes FCC is estimating to service, as well as the number of homes each truck will drive by:

EFFICIENCY PER WORKING DAY			
1 LOAD	Truck Type	Nº Units collected/daily	Nº Drive-byes/daily work
	REL trucks	315	1,575

MEASURING RESIDENTIAL YARD WASTE COLLECTION SERVICE IN ORDER TO TIME								
1 LOAD	Truck Type	Nº units collected/day	Nº Drive-byes/daily work	Nº Routes/Day (Calculation)	Nº Routes/Day (Rounded)	Collected Tn/day	Loads/w.day	Tn/Load/Route
	REL trucks	7,556	37,780	23.99	24.00	175.00	1	7.29
TOTAL					24.00	175.00		

Collection of the Bulky & White Goods will occur on a once per week schedule. Given that the residential garbage will be collected with rear load collection vehicles, majority of Bulky & White goods will be collected with the same vehicles operating on the regular garbage routes. For the unlimited bulk waste option, FCC will also deploy one (1) grapple truck staffed with one (1) driver. For the scheduled White Goods collections, FCC will also deploy one (1) pick-up truck and trailer staffed with one (1) driver.

**a.iii Scenario B.1 Once a week Garbage Collection Services with City Provided Carts, Every other week Program Recyclables Collection with City Provided Carts, Once a week Yard waste, Once a Month Bulky Item collection, and Once per Month White Goods Collection**

Through the RFP process, the City is also requesting the collection of residential solid waste on a once per week schedule that would occur Monday through Friday, with City provided Garbage Carts.

To properly determine the number of routes needed to service the City of Palm Coast, FCC has allotted a maximum number of customers for each route or vehicle to service per day. FCC would be providing service to approximately 7,566 customers on each of the collection days (37,780 divided by 5 days).

FCC has estimated a set-out rate of 100% for the once-a-week collection, to ensure enough hours of service and equipment is valued. FCC has designed the service so that it can complete routes all days within the allotted time that has been designated by the City (6:00 A.M. to 6:00 P.M.). FCC will field a total of **nine (9) garbage collection routes operating on the 5 collection days**. These routes will use a 28 CY automated side load collection truck, staffed with one (1) driver.

Included below is a table identifying how the service has been designed. All the tables provided include the number of homes FCC is estimating to service, as well as the number of homes each truck will drive by.

EFFICIENCY PER WORKING DAY			
2 LOADS	Truck Type	N° Units collected/daily	N° Drive-byes/daily work
	ASL trucks	841	841

MEASURING RESIDENTIAL SOLID WASTE COLLECTION SERVICE IN ORDER TO TIME								
2 LOADS	Truck Type	N° units collected/day	N° Drive-byes/daily work	N° Routes/Day (Calculation)	N° Routes/Day (Rounded)	Collected Tn/day	Loads/w.day	Tn/Load/Route
	ASL trucks	7,556	7,556	8.99	9.00	175.00	2	9.72
				TOTAL	9.00	175.00		

In this scenario, the City is requesting the collection of recycling using carts occurring on once every other week collection schedule (Monday through Friday).

Using this collection schedule of 5 days per week, FCC would be providing service to approximately 3,778 customers on each of the collection days. To properly service this number of customers per day, FCC will have **four (4) recycling collection routes operating on the 5 collection days**. FCC has estimated a set-out rate of 80%. For this scenario, FCC will be servicing these routes using 28 CY (cubic yard) automated side load (ASL) collection vehicles. All routes will be staffed with one (1) driver.

Included below is a table identifying how the service has been. All the tables provided include the number of homes FCC is estimating to service, as well as the number of homes each truck will drive by:

EFFICIENCY PER WORKING DAY			
2 LOADS	Truck Type	Nº Units collected/daily	Nº Drive-byes/daily work
	REL trucks	762	952

MEASURING RESIDENTIAL RECYCLABLE MATERIALS COLLECTION SERVICE IN ORDER TO TIME								
2 LOADS	Truck Type	Nº units collected/day	Nº Drive-byes/daily work	Nº Routes/Day (Calculation)	Nº Routes/Day (Rounded)	Collected Tn/day	Loads/w.day	Tn/Load/Route
	REL trucks	3,022	3,778	3.97	4.00	25.00	2	3.13
TOTAL					4.00	25.00		

Yard waste collection in this scenario will be collected on a once per week basis occurring on 5 collection days, Monday through Friday. Using this collection schedule of 5 days per week, FCC would be providing service to approximately 7,556 customers on the 5 collection days. To properly service this number of customers, FCC will have **five (5) yard waste collection routes operating on the 5 collection days**. FCC has estimated a set-out rate of 20%. These routes will use a 25 CY rear load collection truck, staffed with one (1) driver and one (1) helper.

Included below is a table identifying how the service has been designed. All the tables provided include the number of homes FCC is estimating to service, as well as the number of homes each truck will drive by:

EFFICIENCY PER WORKING DAY			
1 LOAD	Truck Type	Nº Units collected/daily	Nº Drive-byes/daily work
	REL trucks	304	1,518

MEASURING RESIDENTIAL YARD WASTE COLLECTION SERVICE IN ORDER TO TIME								
1 LOAD	Truck Type	Nº units collected/day	Nº Drive-byes/daily work	Nº Routes/Day (Calculation)	Nº Routes/Day (Rounded)	Collected Tn/day	Loads/w.day	Tn/Load/Route
	REL trucks	1,511	7,556	4.98	5.00	33.00	1	6.60
TOTAL					5.00	33.00		

Collection of the Bulky & White Goods will occur on a once per month schedule. Given that the residential garbage will be collected with automated side load collection vehicles, majority of Bulky & White goods will be collected with two (2) 25 CY rear load collection truck, staffed with one (1) driver and one (1) helper. For the unlimited bulk waste option, FCC will also deploy one (1) grapple truck staffed with one (1) driver. For the scheduled White Goods collections, FCC will also deploy one (1) pick-up truck and trailer staffed with one (1) driver.



**a.iv Scenario B.2 Twice a week Garbage Collection Services with City Provided Carts, Once a Week Program Recyclables Collection with City Provided Carts, Once a week Yard waste, Once a Month Bulky Item collection, and Once per Month White Goods Collection**

Through the RFP process, the City is also requesting the collection of residential solid waste on a twice per week schedule that would occur Monday/Thursday and Tuesday/Friday.

To properly determine the number of routes needed to service the City of Palm Coast, FCC has allotted a maximum number of customers for each route or vehicle to service per day. FCC would be providing service to approximately 18,890 customers on each of the collection days (37,780 divided by 2 days between collections).

FCC has estimated a set-out rate of 95% for the once-a-week collection, to ensure enough hours of service and equipment is valued. FCC has designed the service so that it can complete routes all days within the allotted time that has been designated by the City (6:00 A.M. to 6:00 P.M.). FCC will field a total of **seventeen (17) garbage collection routes operating on the 4 collection days**. These routes will use a 28 CY automated side load (ASL) collection truck, staffed with one (1) driver.

Included below is a table identifying how the service has been designed. All the tables provided include the number of homes FCC is estimating to service, as well as the number of homes each truck will drive by.

EFFICIENCY PER WORKING DAY			
1-2 LOADS	Truck Type	Nº Units collected/daily	Nº Drive-byes/daily work
	REL trucks	1,058	1,114

MEASURING RESIDENTIAL SOLID WASTE COLLECTION SERVICE IN ORDER TO TIME								
1-2 LOADS	Truck Type	Nº units collected/day	Nº Drive-byes/daily work	Nº Routes/Day (Calculation)	Nº Routes/Day (Rounded)	Collected Tn/day	Loads/w.day	Tn/Load/Route
	REL trucks	17,946	18,890	16.96	17.00	220.00	1.5	8.63
				TOTAL	17.00	220.00		

In this scenario, the City is requesting the collection of recycling using carts occurring on every week collection schedule (Monday through Friday).

Using this collection schedule of 5 days per week, FCC would be providing service to approximately 7,556 customers on each of the collection days. To properly service this number of customers per day, FCC will have **six (6) recycling collection routes operating on the 5 collection days**. FCC has estimated a set-out rate of 75%. For this scenario, FCC will be servicing these routes using 28 CY (cubic yard) automated side load (ASL) vehicles. All routes will be staffed with one (1) driver.

Included below is a table identifying how the service has been designed. All the tables provided include the number of homes FCC is estimating to service, as well as the number of homes each truck will drive by:

EFFICIENCY PER WORKING DAY			
1 LOAD	Truck Type	Nº Units collected/daily	Nº Drive-byes/daily work
	REL trucks	945	1,260

MEASURING RESIDENTIAL RECYCLABLE MATERIALS COLLECTION SERVICE IN ORDER TO TIME								
1 LOAD	Truck Type	Nº units collected/day	Nº Drive-byes/daily work	Nº Routes/Day (Calculation)	Nº Routes/Day (Rounded)	Collected Tn/day	Loads/w.day	Tn/Load/Route
	REL trucks	5,667	7,556	6.00	6.00	25.00	1	4.17
TOTAL				6.00	6.00	25.00		

Yard waste collection in this scenario will be collected on a once per week basis occurring on 5 Collection days Monday through Friday. Using this collection schedule of 5 days per week, FCC would be providing service to approximately 7,556 customers on Monday through Wednesday. To properly service this number of customers, FCC will have **five (5) yard waste collection routes operating on the 5 collection days**. FCC has estimated a set-out rate of 20%. These routes will use a 25 CY rear load collection truck, staffed with one (1) driver and one (1) helper.

Included below is a table identifying how the service has been designed. All the tables provided include the number of homes FCC is estimating to service, as well as the number of homes each truck will drive by:

EFFICIENCY PER WORKING DAY			
1 LOAD	Truck Type	Nº Units collected/daily	Nº Drive-byes/daily work
	REL trucks	304	1,518

MEASURING RESIDENTIAL YARD WASTE COLLECTION SERVICE IN ORDER TO TIME								
1 LOAD	Truck Type	Nº units collected/day	Nº Drive-byes/daily work	Nº Routes/Day (Calculation)	Nº Routes/Day (Rounded)	Collected Tn/day	Loads/w.day	Tn/Load/Route
	REL trucks	1,511	7,556	4.98	5.00	33.00	1	6.60
TOTAL				5.00	5.00	33.00		

Collection of the Bulky & White Goods will occur on a once per week schedule. Given that the residential garbage will be collected with automated side load collection vehicles, majority of Bulky & White goods will be collected with two (2) 25 CY rear load collection truck, staffed with one (1) driver and one (1) helper. For the unlimited bulk waste option, FCC will also deploy one (1) grapple truck staffed with one (1) driver. For the scheduled White Goods collections, FCC will also deploy one (1) pick-up truck and trailer staffed with one (1) driver.

#### a.v Residential Side Door Collection

FCC will provide Side Door Service to a Residential Customer, without charging any additional Rate or fee for such service, if the customer satisfies the criteria in Section 6.3 of the Service Contract.

#### b. Community Events

As requested in the RFP, FCC will provide collection service for up six (6) Community Events designated by the Administrator each year. Additionally, FCC will provide containers for each of the six (6) community events without charge.

#### c. City Services

The table below shows the current collection schedule and service frequencies for City Facilities:

City Facilities and Frequency of Collection					
Location	Address	Garbage	Frequency	Recycling	Frequency
Aquatic Center	339 Parkview Dr	6 Yard	1x	4 Yard	1x
<b>City Hall</b>	160 Lake Avenue	8 Yard	2x	8 Yard	2x
Community Center	305 Palm Coast Parkway	6 Yard	2x	carts	1x
Fuel Depot (Public Works)	22 Utility Drive	30ft Roll Off	1x		
Indian Trails Complex	5455 Belle Terre Parkway	8 Yard	1x		
Indian Trails Complex	5455 Belle Terre Parkway	8 Yard	1x		
James Holland Park	18 Florida Park Drive	8 Yard	1x	8 Yard	1x
Linear Park	31 Greenway Court	6 Yard	1x	4 Yard	1x
Palm Coast Fire Station 21	9 Corporate Drive	8 Yard	3x	8 Yard	1x
Palm Coast Fire Station 22	307 Palm Coast Parkway	6 Yard	2x	carts	1x
Palm Coast Fire Station 23	5750 Belle Terre Parkway	8 Yard	1x	carts	1x
Palm Coast Fire Station 24	1505 Palm Harbor Parkway	8 Yard	2x	carts	1x
Palm Coast Fire Station 25	1250 Belle Terre Parkway	8 Yard	3x	carts	1x
Palm Coast Tennis Center	1290 Belle Terre Parkway	6 Yard	1x	4 Yard	1x
Palm Harbor Golf Course	100 Cooper Lane	8 Yard	1x	8 Yard	1x
Palm Harbor Restaurant	100 Cooper Lane	4 Yard	1x		
<b>Public Works</b>	1 Wellfield Grade	8 Yard	1x	carts	1x
Stormwater Facility	22 Utility Drive	4 Yard	2x		
Utility Administration	2 Utility Drive	4 Yard	2x	4 Yard	1x
Utility Administration	2 Utility Drive	1 roll off	2x		
Utility Spray Field	Old Kings Road	Roll off container	On Call		
Wastewater Plant	26 Utility Drive	4 Yard	3x		
Water Treatment Plant 1	50 Citation Boulevard	4 Yard	1x	2 carts	1x
Water Treatment Plant 2	4 Corporate Drive	2 roll offs	1x		
Water Treatment Plant 2	4 Corporate Drive	4 Yard	1x		
Water Treatment Plant 3	400 Peavy Grade	2 Yard	3x		
Water Treatment Plant 3	400 Peavy Grade	4 Yard	3x		

## C. EQUIPMENT LIST

**All of the FCC proposed vehicles will be in a new or like-new condition.** FCC has very good partnerships with all truck and body manufacturers and has communicated with well-known US chassis manufacturers (Mack and Peterbilt) and body manufacturers (Heil and McNeilus). FCC will have the needed collection vehicles ready to deliver at the execution of this contract with the City of Palm Coast.

**All collection vehicles will be equipped with 3rd Eye 360-degree Camera System providing GPS and residential curbside vehicles will come with Positive Service Verification (PSV).**

### A.1. 1-0.5-1 Manual Collection – Bulk Waste Unlimited

EQUIPMENT SUMMARY - COLLECTION SCENARIO A.1 & BULK UNLIMITED										
EQUIPMENT TYPE	SERVICE	FRONTLINE EQUIPMENT	SPARE EQUIPMENT	FUEL	YEAR	CARGO CAPACITY	CHASSIS MAKE (or similar)	CHASSIS MODEL (or similar)	BODY MAKE (or similar)	BODY MODEL (or similar)
Rearloader Truck	Garbage and Bulk Waste	10	3	CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Recycling	4		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Yard Waste	5		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
Grapple Truck	Bulk Waste	1		CNG	2016 or Newer	30 C.Y.	Peterbilt	337	Petersen	TL3
Pick up for Route Manager	Supervision	2		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Pick up with trailer	White Goods	1		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Technician Truck	Maintenance	1		Diesel	2022	N/A	Ford	F-550	KNAPPID	

### A.1. 1-0.5-1 Manual Collection – Bulk Waste 3CY

EQUIPMENT SUMMARY - COLLECTION SCENARIO A.1 & BULK 3CY										
EQUIPMENT TYPE	SERVICE	FRONTLINE EQUIPMENT	SPARE EQUIPMENT	FUEL	YEAR	CARGO CAPACITY	CHASSIS MAKE (or similar)	CHASSIS MODEL (or similar)	BODY MAKE (or similar)	BODY MODEL (or similar)
Rearloader Truck	Garbage and Bulk Waste	10	3	CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Recycling	4		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Yard Waste	5		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
Pick up for Route Manager	Supervision	2		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Pick up with trailer	White Goods	1		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Technician Truck	Maintenance	1		Diesel	2022	N/A	Ford	F-550	KNAPPID	

## A.2. 2-1-1 Manual Collection – Bulk Waste Unlimited

EQUIPMENT SUMMARY - COLLECTION SCENARIO A.2 & BULK UNLIMITED										
EQUIPMENT TYPE	SERVICE	FRONTLINE EQUIPMENT	SPARE EQUIPMENT	FUEL	YEAR	CARGO CAPACITY	CHASSIS MAKE (or similar)	CHASSIS MODEL (or similar)	BODY MAKE (or similar)	BODY MODEL (or similar)
Rearloader Truck	Garbage and Bulk Waste (*)	24	5	CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Recycling	7		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Yard Waste (*)	24		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
Grapple Truck	Bulk Waste	1		CNG	2016 or Newer	30 C.Y.	Peterbilt	337	Petersen	TL3
Pick up for Route Manager	Supervision	3		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Pick up with trailer	White Goods	1		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Technician Truck	Maintenance	1		Diesel	2022	N/A	Ford	F-550	KNAPPID	

(\*) Residential Yard waste collection trucks will operate on the day where there is no Residential Garbage & Bulk

## A.2. 2-1-1 Manual Collection – Bulk Waste 3CY

EQUIPMENT SUMMARY - COLLECTION SCENARIO A.2 & BULK 3CY										
EQUIPMENT TYPE	SERVICE	FRONTLINE EQUIPMENT	SPARE EQUIPMENT	FUEL	YEAR	CARGO CAPACITY	CHASSIS MAKE (or similar)	CHASSIS MODEL (or similar)	BODY MAKE (or similar)	BODY MODEL (or similar)
Rearloader Truck	Garbage and Bulk Waste (*)	24	5	CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Recycling	7		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Yard Waste (*)	24		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
Pick up for Route Manager	Supervision	3		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Pick up with trailer	White Goods	1		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Technician Truck	Maintenance	1		Diesel	2022	N/A	Ford	F-550	KNAPPID	

(\*) Residential Yard waste collection trucks will operate on the day where there is no Residential Garbage & Bulk

## B.1. 1-0.5-1 Automated Collection – Bulk Waste Unlimited

EQUIPMENT SUMMARY - COLLECTION SCENARIO B.1 & BULK UNLIMITED										
EQUIPMENT TYPE	SERVICE	FRONTLINE EQUIPMENT	SPARE EQUIPMENT	FUEL	YEAR	CARGO CAPACITY	CHASSIS MAKE (or similar)	CHASSIS MODEL (or similar)	BODY MAKE (or similar)	BODY MODEL (or similar)
Automated Side Load Truck	Garbage	9	2	CNG	2016 or Newer	28 C.Y.	Mack	LR633	Heil	ASL
	Recycling	4		CNG	2016 or Newer	28 C.Y.	Mack	LR633	Heil	ASL
Rearloader Truck	Yard Waste	5	1	CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Bulk Waste	2		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
Grapple Truck	Bulk Waste	1		CNG	2016 or Newer	30 C.Y.	Peterbilt	337	Petersen	TL3
Pick up for Route Manager	Supervision	2		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Pick up with trailer	White Goods & Cart Maintenance	2		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Technician Truck	Maintenance	1		Diesel	2022	N/A	Ford	F-550	KNAPPID	

### B.1. 1-0.5-1 Automated Collection – Bulk Waste 3CY

EQUIPMENT SUMMARY - COLLECTION SCENARIO B.1 & BULK 3CY										
EQUIPMENT TYPE	SERVICE	FRONTLINE EQUIPMENT	SPARE EQUIPMENT	FUEL	YEAR	CARGO CAPACITY	CHASSIS MAKE (or similar)	CHASSIS MODEL (or similar)	BODY MAKE (or similar)	BODY MODEL (or similar)
Automated Side Load Truck	Garbage	9	2	CNG	2016 or Newer	28 C.Y.	Mack	LR633	Heil	ASL
	Recycling	4		CNG	2016 or Newer	28 C.Y.	Mack	LR633	Heil	ASL
Rearloader Truck	Yard Waste	5	1	CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Bulk Waste	2		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
Pick up for Route Manager	Supervision	2		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Pick up with trailer	White Goods & Cart Maintenance	2		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Technician Truck	Maintenance	1		Diesel	2022	N/A	Ford	F-550	KNAPPID	

### B.2. 2-1-1 Automated Collection – Bulk Waste Unlimited

EQUIPMENT SUMMARY - COLLECTION SCENARIO B.2 & BULK UNLIMITED										
EQUIPMENT TYPE	SERVICE	FRONTLINE EQUIPMENT	SPARE EQUIPMENT	FUEL	YEAR	CARGO CAPACITY	CHASSIS MAKE (or similar)	CHASSIS MODEL (or similar)	BODY MAKE (or similar)	BODY MODEL (or similar)
Automated Side Load Truck	Garbage	17	3	CNG	2016 or Newer	28 C.Y.	Mack	LR633	Heil	ASL
	Recycling	6		CNG	2016 or Newer	28 C.Y.	Mack	LR633	Heil	ASL
Rearloader Truck	Yard Waste	5	1	CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Bulk Waste	2		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
Grapple Truck	Bulk Waste	1		CNG	2016 or Newer	30 C.Y.	Peterbilt	337	Petersen	TL3
Pick up for Route Manager	Supervision	3		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Pick up with trailer	White Goods & Cart Maintenance	2		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Technician Truck	Maintenance	1		Diesel	2022	N/A	Ford	F-550	KNAPPID	

### B.2. 2-1-1 Automated Collection – Bulk Waste 3CY

EQUIPMENT SUMMARY - COLLECTION SCENARIO B.2 & BULK 3CY										
EQUIPMENT TYPE	SERVICE	FRONTLINE EQUIPMENT	SPARE EQUIPMENT	FUEL	YEAR	CARGO CAPACITY	CHASSIS MAKE (or similar)	CHASSIS MODEL (or similar)	BODY MAKE (or similar)	BODY MODEL (or similar)
Automated Side Load Truck	Garbage	17	3	CNG	2016 or Newer	28 C.Y.	Mack	LR633	Heil	ASL
	Recycling	6		CNG	2016 or Newer	28 C.Y.	Mack	LR633	Heil	ASL
Rearloader Truck	Yard Waste	5	1	CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
	Bulk Waste	2		CNG	2016 or Newer	25 C.Y.	Peterbilt	348	Heil	5000 REL
Pick up for Route Manager	Supervision	3		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Pick up with trailer	White Goods & Cart Maintenance	2		Gasoline	2022	N/A	Ford	F-150		SUPERCAB
Technician Truck	Maintenance	1		Diesel	2022	N/A	Ford	F-550	KNAPPID	



## D. PERSONNEL


People are the core of our business and services. FCC has been successful in all of its's new contracts due to the quality of employees it hires, and the training it provides for employees to continue to grow professionally. FCC has carefully researched the City of Palm Coast and determined the number of resources and staff needed to service the City.

As was mentioned in Chapter 4.C, FCC has been successful thanks to the staffing levels and personal plans it has put into place. FCC will hire full-time employees with benefits, minimizing and, if possible, eliminating the use of 3rd party staffing agencies for temporary helpers.

FCC has a dedicated team of HR professionals that have vast experience sourcing and recruiting new talent. A shortlist of FCC's recent contract commencements and the number of personnel required for each of those operations is a testament to that fact. FCC's HR team utilizes all forms of media to include local newspapers, trade magazines, radio, and online recruiting companies such as Indeed.com and LinkedIn to "get the word out".

### a. Hiring

All applicants are required to complete an application, provide necessary documentation such as driver's license, social security card, and depending upon the position they are applying for, additional documents.



Interview Questions- CDL Driver Applicants

Below, please find helpful questions that can be used during the interview stage for CDL drivers.

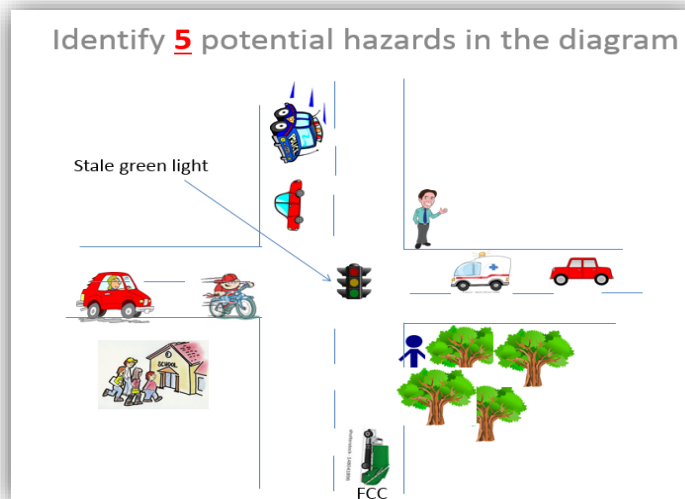
**Self-Evaluation Questions:**

1. What qualities do you possess that you feel would make you successful at this job? Why do you feel that you're the best qualified for this role?
2. Tell me/us about a time when you were faced conflict with a person that you worked with and what did you do?
3. Please explain what you would like most about being a driver for FCC? What do you think would be the most challenging part of being an FCC driver?

**Driving Scenario Questions:**

4. You are approaching an intersection with a stale green light. How do you proceed?
  - a. Slow down; look both ways; cover brake.
5. You are stopped at an intersection and the light turns green. How do you proceed?
  - a. Wait – count to 5 before proceeding; look both ways. Enter the intersection with caution and continue to check both ways. Do not attempt to change lanes while in an intersection.

to employees who would be displaced. As with FCC's previous transitions, will give priority to all employees which meet FCC's employment standards. FCC will ensure that all employees from the incumbent hauler can fill out applications and complete all onboarding materials during hours that will not interfere with the current operations. This allows for FCC to select interview and hire employees, without affecting the incumbent's collection services within the City of Palm Coast. Once the application is completed and reviewed; an interview is completed. During this time, if the applicant is applying for a driver position, for example, we utilize several documents, including our safety questionnaire and hazard identification sheet, which is below:



FCC utilizes a third-party administrator (TPA) who investigates the applicant's previous work history; verifies social security information; conducts a criminal and background check and submits a report for our Human Resources department to review and determine if the applicant meets the criteria for the position in which they applied. For our CDL drivers, we also have a driver evaluation form that we use, which is an internal form that utilizes a point system based upon violations and accidents while operating a motor vehicle. We also employ the DOT Pre-Employment Screening Program (PSP) which is a voluntary system that provides information from the FMCSA records for drivers who have a CDL and who provide authorization to FCC.

Along with the verification of past employment, criminal history, etc., we also have a very thorough job description list that we use during the interview to ensure that the applicant has clear knowledge and understanding of the job duties for which he/she is applying; a section of this list is below:

<b>JOB TITLE:</b> Residential Rear-Loader Driver/Helper						
<b>PURPOSE:</b> To drive a rear-loader truck on residential routes to collect and transport solid waste to landfills for disposal. Assists in physically loading waste. Responsible for safely, efficiently, and courteously serving customers.						
Job Duties	Methods, Procedures, Equipment, Material	Skills, Abilities, Knowledge	Physical Requirements (Typical)	Output Productivity	Working Conditions	Essential/Marginal
Performs daily pre- and post-trip inspections. Completes and submits the vehicle condition report at the end of the shift.	Walk around visual inspection to check for water, oil, fuel, and hydraulic system leaks. Inspects safety equipment, gauges, fluid levels and checks to ensure that all equipment and systems are operational. After startup, checks gauges and controls.	Knowledge of the truck and its components, and the basic maintenance requirements for safe operation. Ability to read complete vehicle condition reports.	Walking, bending, climbing, crouching, visually inspecting around and under the truck and its components.	Daily, less than 2% of the day.	Outdoors in all weather conditions.	Essential
Drives the rear-load truck along residential routes to collect waste and, when the truck is full, to the landfill for disposal.	Drives a heavy diesel rear-load truck. Frequent stops. Climbs in and out of truck cab, as needed, to help load residential waste.	Must meet the following requirements: 1.) Class A or B CDL; 2.) One year or equivalent commercial truck driving experience and 3.) In the most recent 36 month period, as verified by a current MVR: a. no more than two-2 moving violations or accidents; b. no suspension or revocation due to a moving violation or accident, and c. no DUI - driving under the influence- convictions. Must demonstrate ability to maneuver truck into and out of minimum clearance spaces, using mirrors to back distances up to approximately 120 feet.	Must have a valid DOT medical card. Sufficient stamina for driving a heavy truck, equipped with a 5 or 7-speed manual transmission, climbing in and out of the truck cab to assist in loading residential waste. Grasping, gripping controls. Able to work utilizing safety equipment, including hearing protection, steel-toed workshoes, utility gloves, reflective vest, and safety glasses.	Approximately 50-60% of work day. Work day varies from 6-12, depending on route type, day of week and seasonal variation. Summer schedule typically requires 55-60 hours per week. Winter schedule is typically 40-48 hours per week.	Outdoors and in an un-air conditioned truck cab, all weather conditions.	Essential

## **b. Safety Training**

The goal at FCC is to ensure that we train and develop our employees so that they can complete their daily tasks safely and efficiently, while continuously improving and raising their skills, knowledge, and ability to be the best employees.

We create, promote, and foster individual and organizational effectiveness by developing and offering an array of innovative and diverse training topics that support the organization's commitment to employee development, partnership, and overall organizational enrichment.

We adjust our training curriculum based upon trends, regulations, and company protocol.

### **i. New Hire Orientation**

All employees attend New Hire Orientation Training upon hire and before operating any company-owned equipment. The orientation is comprised of the following:

- Review of FCC policies and procedures.
- Review of Regulatory Training requirements as outlined by OSHA, DOT, FMCSA, and other regulatory agencies.
- Review of Safe Operations of equipment, which includes but is not limited to the operation of Commercial Motor Vehicles; Forklifts, Service Vehicles, and dollies or other equipment that may be utilized to safely complete the required tasks.
- Defensive Driving Techniques. This is an interactive program based upon the classroom curriculum but includes behind-the-wheel training.


## ii. On-The-Job Training

- Employees complete a two-week on-the-job training, utilizing a specialized training curriculum based upon the equipment that will be operated.
- New employees are assigned a mentor or driver trainer who will work with the newly hired employee to ensure that he/she completes the orientation and has full knowledge and understanding of the regulatory, customer, and company requirements.
- Employees continue through the new hire orientation program for 90 days.
- Senior Management will review the records and conduct periodic interviews to ensure that the employee is fully engaged, capable, and trained before being released to work on their assigned task/route/duty.
- The program consists of checklists; questionnaires and observations as well as final review and sign-off from Management that the new employee has completed the training successfully. A sample of the outline is shown below:


Item to be completed	Responsible Person	Due Date	Date Completed
*Operations/Safety Rules & Procedures	Management	*Upon Assignment	
*Professional Truck Driving – Defensive Driving Course – TBD	Management	*Upon Assignment	
Facility Tour Checklist	System Trainer	First Day	
Meeting Management Team	System Trainer	First Day	
Meet support staff	System Trainer	First Day	
*** Shop / Dispatch Observation	Route Manager	Upon Assignment	
(1) Driver OJT Form	New Driver	Daily	
(2) Driver OJT Form	New Driver	Daily	
(3) Driver OJT Form	New Driver	Daily	
(4) Driver OJT Form	New Driver	Daily	
(5) Driver OJT Form	New Driver	Daily	
(6) Driver OJT	New Driver	Daily	
Familiarization Checklist	System Trainer	Within first week	
<b>Solo Route Assignment</b>	Management	Upon Assignment	
<b>Driver Questionnaire</b>	Management	Upon Assignment	
<b>Final Review</b>	Safety	Upon Assignment	


## iii. Periodic Safety Training-Weekly; Monthly and Annual

- All employees are required to attend safety training as outlined in our Safety, Health, and Compliance programs.
- Such training can include but is not limited to: daily tailgate meetings; monthly specific safety topics and annual training. Other training or meetings may be held based upon seasonal activity; weather events or customer requirements.
- A 12-month training calendar is utilized and examples of such topics include: Back to School Safety Awareness; DOT Compliance, such as fit for duty; OSHA training for Personal Protective Equipment.
- All training is documented and maintained.
- An annual review of the training programs is conducted to ensure compliance with regulatory, customer, or company requirements.




**Back to School  
Safety Awareness**





Par-Kan  
Easy Dump  
RD 3100/ RD 3106  
Operations & Safety Guidelines



Seatbelt  
Requirements in a  
CMV

**SEAT BELTS**

are the single most effective traffic safety device for preventing death and injury.

 <b>2020 – 52 Week Safety Training Calendar- all locations</b> <b>Legend: D-Driver; T-Technician; M-MRF; All-all employees</b>	
<b>January</b> <ul style="list-style-type: none"> <li>Backing (all)</li> <li>Cold Stress (all)</li> <li>Slips, trips &amp; falls (all)</li> </ul>	<b>July</b> <ul style="list-style-type: none"> <li>Storm water Management (T,M)</li> <li>Spill Prevention (all)</li> <li>Litter Control (D,T,M)</li> </ul>
<b>February</b> <ul style="list-style-type: none"> <li>Electrical Safety (T,M)</li> <li>Equipment Housekeeping (T,M)</li> <li>Fire Extinguisher training (all)</li> </ul>	<b>August</b> <ul style="list-style-type: none"> <li>LOTO: Basics * (D,T,M)</li> <li>Fire Prevention * (all)</li> <li>Hand Protection-cuts/punctures (all)</li> </ul>
<b>March</b> <ul style="list-style-type: none"> <li>Emergency Response (all)</li> <li>Emergency Action Plan (all)</li> <li>HAZCOM: General Information * (all)</li> <li>First Aid (all)</li> <li>LO/TO Training (all)</li> </ul>	<b>September</b> <ul style="list-style-type: none"> <li>Incident Reporting (all)</li> <li>Modifying Equipment (D,T,M)</li> <li>Make-up Week</li> <li>Prohibited material management (M)</li> </ul>
<b>April</b> <ul style="list-style-type: none"> <li>Hand Safety (all)</li> <li>Hot Work (T,M)</li> <li>Heat Illness * (all)</li> <li>Jack Stands &amp; Chocks (T,M)</li> </ul>	<b>October</b> <ul style="list-style-type: none"> <li>Recording &amp; Reporting Illness/Injury (all)</li> <li>Personal Protective Equipment * (all)</li> <li>Welding, Cutting &amp; Brazing (T,M)</li> <li>Safe Driver Week – 10/15 – 10/21 (D,T)</li> </ul>
<b>May</b> <ul style="list-style-type: none"> <li>Heat Illness * (all)</li> <li>Road Check (D,T)</li> <li>Tire Safety (D,T)</li> <li>Pushing/Pulling (all)</li> <li>Seat Belts (all)</li> <li>Bale storage and stacking (M)</li> </ul>	<b>November</b> <ul style="list-style-type: none"> <li>Bloodborne Pathogens * (all)</li> <li>Powered Industrial Trucks (T,M)</li> <li>Respiratory Protection (all)</li> <li>Random Inspections (D,T)</li> <li>Noise/Hearing Protection (all)</li> </ul>
<b>June</b> <ul style="list-style-type: none"> <li>Walking/Working Surfaces (all)</li> <li>Work Permits (T,M)</li> <li>Confined Spaces: Basics * (all)</li> <li>Ladder Safety (all)</li> <li>Dust Mitigation (M)</li> </ul>	<b>December</b> <ul style="list-style-type: none"> <li>Strains/Sprains (all)</li> <li>Severe Weather (all)</li> <li>Forklift/Aerial Lifts, if applicable (T,M)</li> <li>Fall Protection (all)</li> <li>Confined Space (all)</li> </ul>

#### iv. Re-training due to illness, injury, accident, or absence

Our goal is to ensure that all employees return safely to the FCC facility at the end of the workday and therefore at the company's discretion, we may require employees to complete re-training as necessary. Retraining can include classroom; behind the wheel or one on one review of materials.

#### c. Staffing Plan

FCC is aware that in addition to hiring, training, and providing employees with the necessary tools, the correct number of employees must be hired to properly service the City of Palm Coast. That is why FCC is proposing the right amount of personnel needed to ensure that the City can receive the best level of service.

Depending on the collection scenario elected by the City, FCC will have 39 to 79 full time employees providing services within the City of Palm Coast. Included below is the personnel table identifying the number and types of personnel by service:

#### Bulk Waste Unlimited

PERSONNEL SUMMARY & BULK UNLIMITED				
TYPE	A.1	A.2	B.1	B.2
General Manager	1	1	1	1
Fleet Maintenance Manager	1	1	1	1
Route Manager	2	3	2	3
Mechanics	2	3	2	3
Administrative Assistants	2	2	2	2
Drivers	23	36	25	36
Helpers	20	33	7	7
<b>TOTAL</b>	<b>51</b>	<b>79</b>	<b>40</b>	<b>53</b>

#### Bulk Waste 3CY

PERSONNEL SUMMARY & BULK 3CY				
TYPE	A.1	A.2	B.1	B.2
General Manager	1	1	1	1
Fleet Maintenance Manager	1	1	1	1
Route Manager	2	3	2	3
Mechanics	2	3	2	3
Administrative Assistants	2	2	2	2
Drivers	22	35	24	35
Helpers	20	33	7	7
<b>TOTAL</b>	<b>50</b>	<b>78</b>	<b>39</b>	<b>52</b>



## E. OFFICE, MAINTENANCE YARD & CART DISTRIBUTION SITE

**FCC currently has a yard and office within Volusia County located at 3143 International Speedway Blvd, Dayton Beach, Florida 32124 (less than 28 miles from the City) and will provide the Services for the City of Palm Coast from this location.**

If awarded this contract, upgrades to this yard to accommodate the trucks that will service the City of Palm Coast have already been identified and included below.



Additionally, 6 weeks before the start of contract, FCC will open a satellite location within Flagler County. This facility will be used to provide any exchanges or carts as required by residents and highlighted in Addendum 3. A local phone number to receive customer service calls will be provided.

## F. CUSTOMER SERVICE

### a. Local Customer Service Team

Our trained customer service team is available during regular business hours to assist with the City of Palm Coast resident's waste management needs. All calls received from the City of Palm Coast representatives, residents, or customers are handled by local representatives located at our Volusia County facility. As a company we don't use centralized call centers, so we can be closer to our customers and provide that local relationship and knowledge. FCC will keep a record of all calls it receives regarding inquiries, missed pickups, complaints, etc.

The customer service center will be equipped with sufficient telephones and will have responsible personnel in charge between the hours of 8 a.m. and 5 p.m., Monday through Friday. For after office hours, the local office will have a voicemail system. Voicemails from Customers will be returned on the next Business Day. These calls receive priority handling as soon as it is feasible so that all customers' needs are addressed as quickly and professionally as possible. Also, supervisors are available 24-7 as needed in case of emergency or urgent situations.

### b. Customer Complaint Resolution Procedures

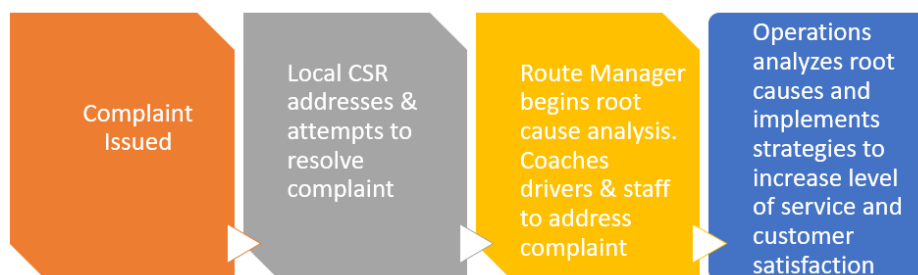
FCC's complaint resolution procedure will provide that the customer complaint will be responded to before 6:00 PM if received before noon on the same day. Any complaints received after noon will be resolved by noon the following day. If FCC is unable to resolve a complaint within the allotted times, FCC will notify the City and provide documentation to the City's satisfaction explaining the reasons the complaint cannot be satisfied.

FCC's representatives are trained to work with operations to help resolve any customer complaints that may arise. Training our representatives to work with operations, allows them to quickly resolve customers' issues on the first call, increasing the level of satisfaction of our customers. Additionally, this method allows the operational team to see areas of improvement as they work to address issues with the customer service representatives, ensuring an increased level of service while maintaining a consistently high level of customer satisfaction.



### c. Procedures for Missed Collections and Service Issues

We at FCC understand that if a mistake is made, a timely recovery is essential to maintain customer service expectations. When a missed collection complaint is received, FCC will have the ability to verify the validity of the complaint through both GPS tracking and photographic means, in the event of a tracking or photo failure, it is often possible to retrieve video of the incident in question promptly. If FCC can't complete verification for any reason, FCC will err on the side of caution and make a courtesy collection in the same manner as a verified miss.



In the specific event of a missed collection complaint reported and verified before noon FCC will dispatch a truck to service the location on the same day. If missed collections are reported after noon, then top priority is assigned for morning resolution the next day (no later than noon). In the event of a verified "Late Set", FCC may still dispatch a truck for a courtesy service provided such dispatch does not endanger the completion of the then currently scheduled routes.

All missed collections are verified by Route Managers. A Root Cause Analysis is completed to ensure proper procedures are followed and to limit these missed collections. Drivers, Helpers, and customer service representatives are then coached to improve processes and communication with the customers to ensure satisfaction.

### c. Procedures for Missed Collections and Service Issues

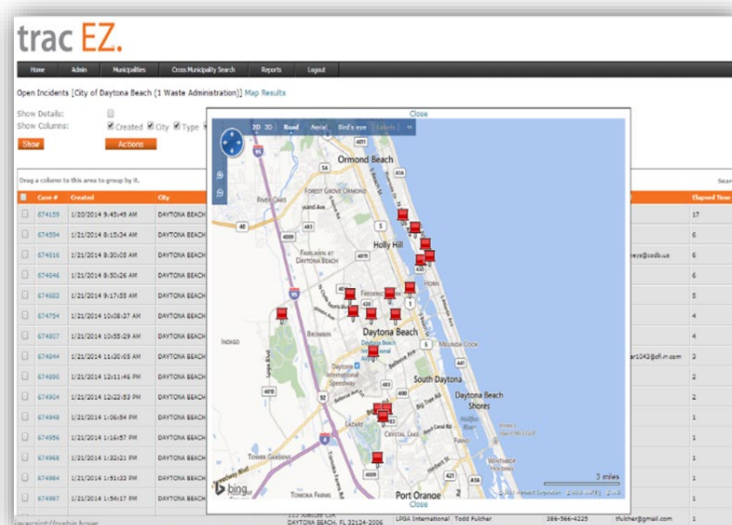
**FCC will use the Trac EZ system** (tracezinfo.com) to track, document, and respond to any matter related to Collection Services, complaints, inquiries, service requests, etc. This web-based system will be available to the City. It will be used to monitor inquiries and requests and provide the reporting tools for the City of Palm Coast to gauge the level of service its residents receive.

The system is real-time, and all data is made available to all users as soon as it is entered into the system. FCC will provide the City with access to this system as requested and will allow the City to:

- Monitor complaints
- Identify locations of the customer complaints in real-time
- Compare current and historical complaints
- Create reports identifying open, pending and closed work orders

Trac EZ links will be provided to the City of Palm Coast allowing residents to input complaints and compliments through the City's website. All tracking information will be customized for the City of Palm Coast, allowing the City to choose the categories to track as well as customize the categories to the specific needs of its residents.

This tool will be made available to the City if it wishes to have a Customer Complaint/Compliment system, and does not have one it already uses.





## CHAPTER 7 E-VERIFY REGISTRATION & USE AFFIDAVIT – FORM 8

### FORM 8 - E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all its employees hired on and after January 1, 2021.

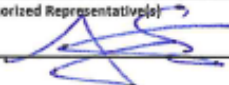
B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful proposer awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Proposer shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.


FCC Environmental Services, LLC	
Name of Proposer	Inigo Sanz, CEO/ President
Name and Titles of Authorized Representative(s)	
Signature(s)	9/28/2021
Printed Date	



I hereby certify that FCC Environmental Services, LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of FCC Environmental Services, LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

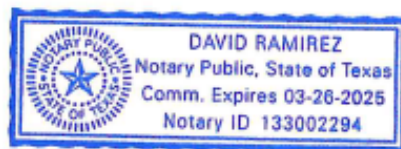
  
 Print Name: Inigo Sanz  
 Title: CEO / President  
 Date: 9/28/2021


STATE OF TEXAS

COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 28 day of September, 20 21 by Inigo Sanz [name of officer or agent, title of officer or agent] of FCC Environmental Services, LLC [name of contractor company acknowledging], a Delaware [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ [type of identification] as identification.

[NOTARY SEAL]



  
 Notary Public  
David Ramirez  
 Name typed, printed or stamped

My Commission Expires: 03-26-2025





Company ID Number: 1451132

## THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

### ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and FCC Environmental Services, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### ARTICLE II RESPONSIBILITIES

#### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status





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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.





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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
  - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
  - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with





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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### ARTICLE III

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

##### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the





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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

#### **ARTICLE IV SERVICE PROVISIONS**

##### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

#### **ARTICLE V MODIFICATION AND TERMINATION**

##### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**





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**Approved by:**

<b>Employer</b> FCC Environmental Services, LLC	
<b>Name (Please Type or Print)</b> Brandy Davis	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 09/17/2019
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 09/17/2019



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Information Required for the E-Verify Program	
<b>Information relating to your Company:</b>	
Company Name	FCC Environmental Services, LLC
Company Facility Address	10077 Grogans Mill Road, Suite 466 The Woodlands, TX 77380
Company Alternate Address	
County or Parish	MONTGOMERY
Employer Identification Number	364786755
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	2 site(s)



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**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

FL	1
TX	1



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**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Vilmarie Munoz  
Phone Number 8327640490  
Fax 8324423636  
Email vilmarie.munoz@fccenvironmental.com

Name Tiffanv Cannon  
Phone Number 8327640490  
Fax 8324423636  
Email tiffanv.cannon@fccenvironmental.com

Name Brandy Davis  
Phone Number 8327640490  
Fax 8324423636  
Email brandy.davis@fccenvironmental.com



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This list represents the first 20 Program Administrators listed for this company.

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## CHAPTER 8 NON-COLLUSION CERTIFICATION & CONFLICT OF INTEREST AND ETHICS

### A. NON-COLLUSION CERTIFICATION – FORM 9

#### FORM 9. NON-COLLUSION AFFIDAVIT

State of TEXAS

County of MONTGOMERY

This affidavit must be executed and notarized by a duly authorized officer or representative of the Proposer.

Inigo Sanz [Print name of affiant]

being first duly sworn, deposes and says that:

- (1) He/she is CEO/ President [title] of FCC Environmental Services, LLC [name of entity], the Proposer that has submitted the attached proposal in response to the City of Palm Coast's Request for Proposals for the Collection Services (Solicitation RFP-CE-21-42).
- (2) He/she is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
- (3) Such proposal is genuine and is not a collusive or sham proposal. This proposal is made without any connection or common interest in the profits of any other person making any other proposal for the services required under the RFP. The proposal is in all respects fair and without collusion or fraud.
- (4) Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Proposer, firm or person to submit a collusive or sham proposal in connection with the RFP for which the attached proposal has been submitted or to refrain from submitting a proposal in connection with such RFP, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to secure through any unlawful agreement, any advantage against the City of Palm Coast or any person interested in the proposed RFP.



**FORM 9. NON-COLLUSION AFFIDAVIT (CONTINUED)**

- (5) No head of any department, or employee or officer of the City of Palm Coast, is directly or indirectly interested in this proposal. If the Proposer's owners, partners, officers, or employees have any relatives that are employed by the City, indicate the relative's names and relationship below.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

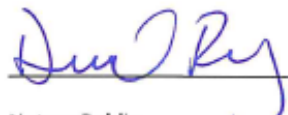
Inigo Sanz

(Name)

CEO / President

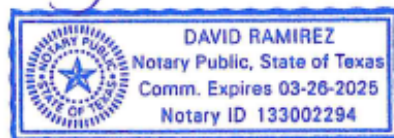
(Title)

Subscribed and sworn to before me this 28 day of September, 2021.



Notary Public

My commission expires 03-26-2025



## B. CONFLICT OF INTEREST STATEMENT – FORM 10

### FORM 10 – CONFLICT OF INTEREST STATEMENT

STATE OF TEXAS )

) ss

COUNTY OF MONTGOMERY )

Before me, the undersigned authority, personally appeared  
Inigo Sanz \_\_\_\_\_, who was duly sworn, deposes, and states:

1. I am the CEO of FCC Environmental Services, LLC (the "entity") with a local office in Daytona Beach, FL and principal office in Houston, TX.
2. The above named entity is submitting a Proposal to the City of Palm Coast.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one proposal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Contract for this project. This proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them has any potential conflicts of interest due to any other clients, contracts, or property interests.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Palm Coast.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Palm Coast.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Palm Coast in writing.

*(Continued on Next Page)*

**FORM 10 – CONFLICT OF INTEREST STATEMENT (CONTINUED)**

**PROPOSER**

FCC Environmental Services, LLC  
Printed Name of Proposer

[Signature]  
Signature

Inigo Sanz  
Printed Name

CEO / President  
Printed Title

09/28/2021  
Printed Date

inigo.sanz@fccenvironmental.com  
Contact Email

9172 Ley Rd  
Street Address / Suite #

Houston, TX 77078  
City, State Zip

(832)404-2361  
Phone

STATE OF TEXAS )

) ss

COUNTY OF MONTGOMERY )

Sworn to and subscribed before me by means  
of ☐ physical presence or ☐ online notarization

This 28 day of

September 20 21

[Signature]  
Signature of Notary

David Ramirez  
Printed, Typed, or Stamped Name of Notary

Notary Public, State of Texas

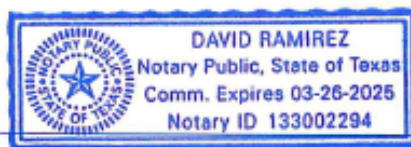
My commission expires 03-26-2025

Personally Known X

-OR-

Produced Identification \_\_\_\_\_

Type: \_\_\_\_\_



## CHAPTER 9 CERTIFICATION TO ACCURACY OF PROPOSAL

### A. CERTIFICATION TO ACCURACY OF PROPOSAL – FORM 11

#### FORM 11. CERTIFICATION TO ACCURACY OF PROPOSAL

Proposer, by executing this form, hereby certifies and attests that all forms, affidavits, and documents submitted to the City in support of Proposer's proposal are true and accurate. If the Proposer fails to attest to the truth and accuracy of such forms, affidavits and documents, the Proposer's proposal shall be deemed non-responsive and the proposal will not be considered by the City.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is CEO / President [insert title of Proposer's agent] and is duly authorized to act on behalf of FCC Environmental Services, LLC [Insert name of the Proposer], which is submitting the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All of the information contained in the forms, affidavits and documents submitted in support of this proposal is true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and
5. No information in such forms, affidavits or documents is false or misleading.

 Signature of Proposer's Agent  
Inigo Sanz Printed Name of Proposer's Agent  
CEO / President Title of Proposer's Agent  
09/28/2021 Date

**FORM 11. CERTIFICATION TO ACCURACY OF PROPOSAL (CONTINUED)**

Witness my hand and official notary seal/stamp on September 28, 2021 the day and year written above.

STATE OF TEXAS )

) SS:

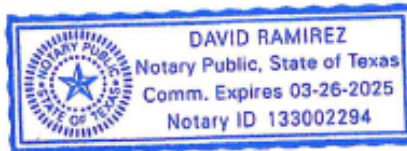
COUNTY OF MONTGOMERY )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Inigo Sanz (name) as CEO / President (title), of FCC Environmental Services, LLC (Proposer), an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing document as the proper official of FCC Environmental Services, LLC (Proposer) for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 28 day of September, 2021.

David Ramirez

NOTARY PUBLIC



My Commission Expires: 03-26-2025

## CHAPTER 10 CERTIFICATION OF COST; PROPOSED RATES FOR RESIDENTIAL COLLECTION SERVICES

### A. CERTIFICATION OF COST – FORM 12

#### FORM 12. CERTIFICATION OF COST


The undersigned individual, being duly sworn, hereby deposes and says:

1. I, Inigo Sanz [insert name of Proposer's officer], am duly authorized to execute and submit this proposal on behalf of the Proposer, FCC Environmental Services, LLC [insert name of Proposer].
2. I am fully informed respecting the preparation and contents of the attached proposal and all of the forms, affidavits, and documents submitted in support of such proposal.
3. By signing and submitting this proposal in response to the City's RFP (Solicitation No. RFP-CE-21-42), the Proposer acknowledges and agrees that:
  - a. the Proposer has carefully read the RFP, including the Service Contract;
  - b. the Proposer has become fully informed about the local conditions, including the nature and extent of the work to be performed, and has examined and evaluated all relevant issues;
  - c. the Proposer understands and accepts the conditions and limitations contained in the RFP and the Service Contract;
  - d. the Proposer's proposal is not contingent upon any conditions, limitations, or changes to the RFP or Service Contract;
  - e. the Proposer's proposal is a binding offer that will remain in effect and be available to the City for one hundred twenty (120) days after the submittal of this proposal;
  - f. if selected by the City, the Proposer shall execute the Service Contract and provide the required parent corporation guarantee and Performance Bond within fifteen (15) days of receiving the City's written notice of award;
  - g. if selected by the City, the Proposer will provide all of the services required under the Service Contract, in compliance with the terms and conditions contained in the Service Contract, at the Rates set forth on the Proposer's cost forms, which are attached to this proposal; and
  - h. the Proposer has sought and received the assistance of legal counsel, as necessary, before submitting this proposal in response to the City's RFP.



**FORM 12. CERTIFICATION OF COST (CONTINUED)**

Dated this 28 day of September, 2021.

FCC Environmental Services, LLC \_\_\_\_\_ Name of Proposer  
 \_\_\_\_\_ Signature of President/Partner/Owner/Manager  
 Inigo Sanz, CEO / President \_\_\_\_\_ Printed Name of President/Partner/Owner/Manager  
 and Title  
 \_\_\_\_\_ Signature of Secretary  
 Santiago Carrasco \_\_\_\_\_ Printed Name of Secretary

The Proposer is an individual: \_\_\_\_\_; Partnership: \_\_\_\_\_; Corporation: \_\_\_\_\_; Limited Liability Corporation ☒ \_\_\_\_\_; or other business entity: \_\_\_\_\_; and is authorized to do business in the State of Florida.

Witness my hand and official notary seal/stamp on September 28, 2021 the day and year written above.

STATE OF TEXAS \_\_\_\_\_ )

) SS:

COUNTY OF MONTGOMERY \_\_\_\_\_ )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Inigo Sanz (name) as CEO / President (title), of FCC Environmental Services, LLC (Proposer), an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing document as the proper official of FCC Environmental Services, LLC (Proposer) for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

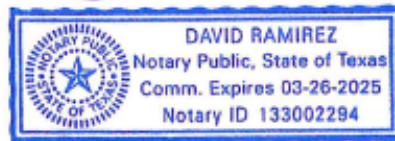
# **FORM 12. CERTIFICATION OF COST (CONTINUED)**

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this

28 day of September, 2021.



NOTARY PUBLIC



My Commission Expires: 03-26-2025

## **Signature Instructions:**

All signatures must be in blue ink.

If the Proposer is a CORPORATION, the name of the corporation must be listed, in full, and both the President and Secretary must sign the form, OR if one signature is permitted by the corporation's by-laws, a copy of the by-laws must be furnished to the City as part of the proposal.

If the Proposer is a LIMITED LIABILITY CORPORATION, the name of the limited liability corporation must be listed in full, and the Manager or Managing Members must sign the form.

If the Proposer is a PARTNERSHIP, the full name of each partner should be listed, followed by the name that the Proposer is doing business as. Any partner may sign the form.

If the Proposer is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should be provided and any name that the Proposer is doing business as.

If the Proposer is operating as any other type of business entity, the name(s) of the Proposer's authorized representative(s) must be listed, and the authorized representative(s) must sign the form. A copy of the appropriate documents evidencing legal binding authority to sign on behalf of the Proposer must be furnished to the City as part of the proposal.

## B. PROPOSED RATES FOR RESIDENTIAL COLLECTION SERVICE – RATE SHEET – FORM 13

### FORM 13. RATES FOR RESIDENTIAL COLLECTION SERVICE - RATE SHEET (CONTINUED)

**Table 1. Monthly Rates for Residential Collection Services**

	Scenario A.1	Scenario A.2	Scenario B.1	Scenario B.2
<b>Garbage (per household per month)</b>	1 x week, cans/bags	2 x week, cans/bags	1 x week, Carts	2 x week, Carts
<b>Garbage - <u>Collection Component</u></b>	\$ 7.46	\$ 13.24	\$ 9.66	\$ 13.17
<b>Garbage - <u>Disposal Component</u></b>	\$ 4.30	\$ 4.30	\$ 4.30	\$ 4.30
<b>Program Recyclables (per household per month)</b>	Every-other-week, Bins	1 x week, Bins	Every-other-week, Carts	1 x week, Carts
<b>Program Recyclables - <u>Collection Component</u></b>	\$ 5.62	\$ 7.76	\$ 5.86	\$ 7.42
<b>Program Recyclables - <u>Processing Component</u></b>	\$ 1.70	\$ 1.70	\$ 1.70	\$ 1.70
<b>Yard Waste (per household per month)</b>	1 x week	1 x week	1 x week	1 x week
<b>Yard Waste - <u>Collection Component</u></b>	\$ 4.42	\$ 4.42	\$ 4.42	\$ 4.42
<b>Yard Waste - <u>Processing Component</u></b>	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57
<b>Bulky Items (per household per month) <b>UNLIMITED</b></b>	1 x month	1 x week	1 x month	1 x week
<b>Bulky Items - <u>Collection Component</u></b>	\$ 1.71	\$ 2.00	\$ 1.71	\$ 2.00
<b>Bulky Items - <u>Disposal Component</u></b>	Included within GBG Disposal Component	Included within GBG Disposal Component	Included within GBG Disposal Component	Included within GBG Disposal Component
<b>White Goods (per household per month)</b>	Call Ahead, 1 x month	Call Ahead, 1 x week	Call Ahead, 1 x month	Call Ahead, 1 x week
<b>White Goods- <u>Collection and Disposal/Processing</u></b>	\$ 0.13	\$ 0.25	\$ 0.13	\$ 0.25
<b>Total Per Household Per Month</b>	<b>\$ 25.91</b>	<b>\$ 34.24</b>	<b>\$ 28.35</b>	<b>\$ 33.83</b>

**Notes:**

1. The Collection Component of the Rates proposed herein shall include all costs for providing collection and transfer to the proper facility. On June 1, 2023, and annually thereafter, the Collection Component of Rates for Residential Collection Services may be adjusted in accordance with Section 23 of the Service Contract, based on changes in Consumer Price Index.
2. Changes to the Disposal or Processing Component of the Rates shall be calculated based on the generation factors and tipping fees indicated on the following pages. Thereafter, any changes will be calculated based on any approved revised rate in place at the time a request to change the rate is made. Changes shall be in accordance with Section 23 of the Service Contract.

**FORM 13. RATES FOR RESIDENTIAL COLLECTION SERVICE - RATE SHEET (CONTINUED)**

**Table 1. Monthly Rates for Residential Collection Services**

	Scenario A.1	Scenario A.2	Scenario B.1	Scenario B.2
<b>Garbage (per household per month)</b>	1 x week, cans/bags	2 x week, cans/bags	1 x week, Carts	2 x week, Carts
Garbage - <u>Collection Component</u>	\$ 7.46	\$ 13.24	\$ 9.66	\$ 13.17
Garbage - <u>Disposal Component</u>	\$ 4.30	\$ 4.30	\$ 4.30	\$ 4.30
<b>Program Recyclables (per household per month)</b>	Every-other-week, Bins	1 x week, Bins	Every-other-week, Carts	1 x week, Carts
Program Recyclables - <u>Collection Component</u>	\$ 5.62	\$ 7.76	\$ 5.86	\$ 7.42
Program Recyclables - <u>Processing Component</u>	\$ 1.70	\$ 1.70	\$ 1.70	\$ 1.70
<b>Yard Waste (per household per month)</b>	1 x week	1 x week	1 x week	1 x week
Yard Waste - <u>Collection Component</u>	\$ 4.42	\$ 4.42	\$ 4.42	\$ 4.42
Yard Waste - <u>Processing Component</u>	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57
<b>Bulky Items (per household per month) 3CY</b>	1 x month	1 x week	1 x month	1 x week
Bulky Items - <u>Collection Component</u>	\$ 1.34	\$ 1.60	\$ 1.34	\$ 1.60
Bulky Items - <u>Disposal Component</u>	Included within GBG \$ Disposal Component	Included within GBG \$ Disposal Component	Included within GBG \$ Disposal Component	Included within GBG \$ Disposal Component
<b>White Goods (per household per month)</b>	Call Ahead, 1 x month	Call Ahead, 1 x week	Call Ahead, 1 x month	Call Ahead, 1 x week
White Goods- <u>Collection and Disposal/Processing</u>	\$ 0.13	\$ 0.25	\$ 0.13	\$ 0.25
<b>Total Per Household Per Month</b>	\$ 25.54	\$ 33.84	\$ 27.98	\$ 33.43

**Notes:**

1. The Collection Component of the Rates proposed herein shall include all costs for providing collection and transfer to the proper facility. On June 1, 2023, and annually thereafter, the Collection Component of Rates for Residential Collection Services may be adjusted in accordance with Section 23 of the Service Contract, based on changes in Consumer Price Index.
2. Changes to the Disposal or Processing Component of the Rates shall be calculated based on the generation factors and tipping fees indicated on the following pages. Thereafter, any changes will be calculated based on any approved revised rate in place at the time a request to change the rate is made. Changes shall be in accordance with Section 23 of the Service Contract.

# FORM 13. RATES FOR RESIDENTIAL COLLECTION SERVICE – RATE SHEET (CONTINUED)

The Disposal Component of the Rate for Garbage in Table 1 above is based upon the pounds per household assumption and the disposal tipping fee provided below.

Garbage Disposal Tipping Fee: \$ 42.50 per ton

Garbage Generation Factor per household (pounds per household per month):

Scenario A.1 (Lbs./HH/Mo)	Scenario A.2 (Lbs./HH/Mo)	Scenario B.1 (Lbs./HH/Mo)	Scenario B.2 (Lbs./HH/Mo)
202.36	202.36	202.36	202.36

The Processing Component of the Rate for Program Recyclables in Table 1 above is based upon the pounds per household assumption and the processing tipping fee provided below.

Program Recyclables Processing Tipping Fee: \$ 120.00 per ton

Program Recyclables Generation Factor per household (pounds per household per month):

Scenario A.1 (Lbs./HH/Mo)	Scenario A.2 (Lbs./HH/Mo)	Scenario B.1 (Lbs./HH/Mo)	Scenario B.2 (Lbs./HH/Mo)
28.28	28.28	28.28	28.28

The Processing Component of the Rate for Yard Waste in Table 1 above is based upon the pounds per household assumption and the processing tipping fee proposed in the lines provided below.

Yard Waste Processing Tipping Fee: \$ 30.00 per ton

Yard Waste Generation Factor per household: 37.89 pounds per month

### FORM 13. RATES FOR RESIDENTIAL COLLECTION SERVICE – RATE SHEET (CONTINUED)

The Disposal Component of the Rate for Bulky Items in Table 1 above shall be based upon the pounds per household assumption and the tipping fee provided below.

Bulky Items Disposal Tipping Fee: \$ 42.50 per ton

Bulky Items Generation Factor per household (pounds per household per month)

Scenario A.1 (Lbs./HH/Mo)	Scenario A.2 (Lbs./HH/Mo)	Scenario B.1 (Lbs./HH/Mo)	Scenario B.2 (Lbs./HH/Mo)
Included within GBG Generation Factor	Included within GBG Generation Factor	Included within GBG Generation Factor	Included within GBG Generation Factor

### Special Collection Services

#### Rates for Excess Bulky Items Collection Service for Residential Customers

Collection Charge \$ 17.00 per cubic yard

Disposal Component for Excess Bulky Items: The disposal charge shall be based on the pounds per cubic yard assumption and processing tipping fee provided below.

Generation Factor per Cubic Yard: 250 pounds per Cubic yard

Tipping Fee: \$ 42.50 per ton.

Disposal Charge: \$ 5.31 per cubic yard

#### Rates for Excess Yard Waste Collection Service for Residential Customers

Collection Charge \$ 13.00 per cubic yard

Processing Component for Excess Yard Waste: The processing charge shall be based on the pounds per cubic yard assumption and the processing tipping fee provided below.

Generation Factor per Cubic Yard: 500 pounds per Cubic yard

Processing Tipping Fee: \$ 30.00 per ton

Processing Charge \$ 7.50 per cubic yard



**FORM 13. PROPOSED RATES FOR RESIDENTIAL COLLECTION SERVICE - RATE SHEET (CONTINUED)****Recycling Revenue Share**

The Recycling Revenue Share is an amount shared with the City per Customer per month for the exclusive right to provide Collection of Program Recyclables from Residential Customers. The City will withhold the Recycling Revenue Share per month from what is billed to Residential Customers by the City from the Residential Collection Service payments to Contractor. Please provide an amount up to \$0.25. This amount shall be based on a revenue share of the amount contractor receives from the recycling plant and must not be added to the cost to residents. This amount will be subject to negotiation.

Recycling Revenue Share \$ 0.25

## FORM 14 DEBARMENT CERTIFICATIONS – FORM 14

### FORM 14 – Debarment Certification

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS [FOR FEDERAL PROJECTS]

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

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

1. The Proposer certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this bid.

FCC Environmental Services, LLC	
Name of Proposer	
Inigo Sanz, CEO/ President	
Name and Titles of Authorized Representative(s)	
	
Signature(s)	
09/28/2021	
Printed Date	

## FORM 14 – DEBARMENT CERTIFICATION (CONTINUED)

### INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The Certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, ineligible, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, “voluntarily exclude”, as used this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith and certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4., suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment



# City of PALM COAST

Finance Department  
Budget & Procurement Office

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

## ADDENDUM NO. 1

**Project:** RFP-CE-21-42 – RESIDENTIAL SOLID WASTE COLLECTION SERVICES

**Issue Date:** 8/20/2021


**Due Date:** 9/16/2021

**Intent:** This addendum is issued in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents prior to the date bids are due. Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

**For your bid to be considered RESPONSIVE, A signed and dated copy of the addendum must be included with the bid submittal.**

(See attached documents p1 – p148 for Addendum No 1 Info)

### Acknowledgment:

 9/28/2021

Signature and Date

Inigo Sanz, CEO / President

Printed Name and Title

FCC Environmental Services, LLC

Company Name





city of  
**PALM COAST**

## ADDENDUM NO. 1

### RESIDENTIAL SOLID WASTE COLLECTION SERVICES

RFP#: RFP-CE-21-42

To: Prospective Respondents

From: Cynthia Schweers, Director of Citizen Engagement

Date: August 20, 2021

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This addendum is being issued to respond to the following questions which were asked during the mandatory pre-proposal meeting regarding the RFP for residential solid waste collection services that was held on August 12, 2021 at 10am. Questions asked during the meeting, and City responses are provided below:

**Q1:** Are the bidders all required to submit pricing for every scenario or if you submit pricing for one scenario and still be redeemed as responsive?

**A:** The city is looking for pricing on all scenarios

**Q2:** Will the city consider extending the questions deadline to August 26<sup>th</sup> and RFP deadline to September 30<sup>th</sup>?

**A:** The city will extend the deadline for questions to August 27, 2021 at 2pm and the deadline for receipt of proposals to September 16, 2021 at 2pm.

**Q3:** In the contract you have options for Recycling in bins vs carts? Is there a preference the city is looking either dual stream or single stream service?

**A:** The City is exploring options with no preference, Please view the city council meeting held on April 13, 2021 which council discussed options for waste collection and reviewed response from the customer survey. Here is the direct link: <https://www.palmcoastgov.com/agendas/city-council>

**Q4:** In section 5: Evaluation of Qualifications and Award, section D. Under each of the qualifying residential contracts, the Proposer must collect Garbage from at least thirty-seven thousand (37,000) Residential customers at Curbside locations. Will the city consider lowering residential customers from 37,000-20,000?

**A:** Under Evaluation of Qualifications and Award, section D. The City will amend it to, Under each of the qualifying residential contracts, the Proposer must collect Garbage from at least ~~thirty-seven thousand (37,000)~~ twenty-seven (27,000) Residential customers at Curbside locations.

**Q5:** Flagler County states they do intend to piggyback on the RFP. A question was asked when will there contract start date begin? Also how many houses do they service?

**A:** Section 3.27 of the RFP reads: "Purchasing agreement with other governmental agencies: Each governmental agency desiring to accept the Successful Proposal, and make an award thereof, shall do so independently of any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of the award by any other governmental agency."

A Flagler County representative has provided the following information; however, note that the City makes no warranties as to the accuracy of the following information and reiterates that each governmental agency desiring to accept the Successful Proposal does so independently of any other governmental agency. In other words, the City of Palm Coast is independently seeking proposals for collection services and respondents should provide the City with a proposal for the City's service area as defined in the Sample Contract includes as Section 7 of the RFP.

- The Flagler County Board of County Commissioners intends to piggyback the City of Palm Coast's Contract RFP-CE-21-42 for Residential Solid Waste. The awarded contractor for the City if Palm Coast must be able to provide the services/supplies to Flagler County as specifically described and set forth in the City of Palm Coast's agreement.
- The Flagler County Purchasing Division will issue a formal intent to piggyback RFP-CE-21-42 upon contract execution by the Palm Coast City Council. Approval to piggyback the City's agreement will be brought before the Flagler County Board of County Commissioners at the first available meeting following the City's approval. Services for Flagler County are to commence immediately following formal approval and contract execution By the Flagler County Board of County Commissioners.
- The number of residential units in unincorporated Flagler County is approximately 7,363 units according to information provided by the Flagler County Property Appraiser; however, this number does not include condos and some parcels may be exempt from service.



**Q6:** Section 2: General Requirement the 2020 tonnage is available, can the City provide 2018 and 2019 tonnage.

**A:** Yes please see tonnage below.

		<b>Waste</b>	<b>Recycling</b>	<b>Yard Waste</b>
<b>2019</b>				
	Jan	2807.26	361.43	506.56
	Feb	2588.02	384.07	329.85
	Mar	2222.16	313.31	338.47
	Apr	2419.58	334.44	479.805
	May	2052.47	349.57	411.155
	Jun	3213.03	285.15	256.86
	Jul	2425.01	395.89	396.565
	Aug	3590.30	436.64	558.93
	Sep	3232.15	379.5	651.78
	Oct	3389.27	476.8	687.16
	Nov	3482.30	424.27	498.33
	Dec	3747.88	498.53	359.87
<b>TOTAL</b>		<b>35169.43</b>	<b>4639.60</b>	<b>5475.34</b>

		<b>Waste</b>	<b>Recycling</b>	<b>Yard Waste</b>
<b>2018</b>				
	Jan	2803.23	412.73	381.12
	Feb	2567.53	363.32	440.24
	Mar	2616.49	363.87	497.74
	Apr	2799.29	377.67	502.38
	May	2887.08	704.43	568.40
	Jun	2815.49	323.51	483.54
	Jul	2954.32	325.93	502.28
	Aug	4349.89	342.16	593.58
	Sep	2422.96	304.08	461.55
	Oct	2707.05	418.94	564.74
	Nov	2852.79	382.02	431.70
	Dec	3955.59	416.09	382.46
<b>TOTAL</b>		<b>35731.71</b>	<b>4734.75</b>	<b>5809.70</b>

**Q8:** Where is the current recycling being brought to today?

**A:** Hauler has a transfer station and they are responsible for delivering to a duly licensed processor. City has no specific knowledge of which processing facility is currently used.

**Q9:** In Section 2: General Requirements. E. paragraph two states: Garbage is collected in resident-provided cans or bags. Recyclables are collected in City-provided 18-gallon bins. Currently, the hauler provided the bin is the city intent to change this in the new contract?

**A:** Under the current contract, recycling bins are provided by the current contractor. Section 2.1 of the RFP should read “Recyclables are collected in City Contractor-provided 18-gallon bins.” As stated in the Sample Contract Section 14.1 – Purchase and Ownership of Containers, under the next contract, the contractor will be responsible for providing replacement bins if necessary.

**Q10:** The current contract allows customers to rake piles of leafs of yard waste to the curb un-bagged. Does the city instead intend to enforce bagging, bundling of certain yard waste in the next contract?

**A:** Reference section 6.1 General Requirements for Residential Collection Service. Will be amended to read as follows:

“Yard Waste shall be collected at Curbside once each week. Yard Waste shall be either tied in a bundle, neatly stacked, placed in a can or bag and placed at the Curbside. The limit of material size for Yard Waste is that no piece should exceed five feet in length or six inches in diameter, no can or bag shall exceed fifty (50) pounds in weight, and the total accumulation should not exceed two (2) cubic yards in size.

**Q11:** Section 4.2 Proposal Description Chapter 1 (e) administrative fines, liquidated damages or other penalties were assessed or were deducted from the Proposer’s payments under a contract with a city, county, or governmental entity for Collection Services and such fines exceeded ten thousand dollars (\$10,000) in one month. How will the city weigh fines or history of fines since one contractor might have over 100 contracts in the state of Florida which might have more fines due to having so many contracts verse another contractor only have three or four contracts?

**A:** Chapter 2, 5.2 Evaluation for proposal for technical review, points and weighing is described in detail on how everything will be weighed.

**Q12:** If the City does go with a carting program are they going to allow residents to set things outside of the cart?

**A:** If Carts are selected, resident will have to place everything in the carts.

**Q13:** The current yard was limit is 4 Cubic Yards is it’s the cities intent to reduce to 2 cubic yards, does this mean that contractor takes the 2 cubic yards and leaves the remaining and tag the door or take none and tag the pile?

**A:** The Contractor will have some discretion to determine whether to collect some and tag remaining or take all the material or leave all of the material and tag. The City would prefer the Contractor collect none and tag the pile to educate the resident on the correct requirements.

**Q14:** The current contract has bulk unlimited does the city instead to enforce the 3 cubic yards for bulk pick up and how will this be determined?

**A:** Section 6: Scope of Contractor's work: D. is modified as follows (strikethrough text indicates deleted text): "Bulky Items shall be collected at Curbside once each week. ~~Limited to a maximum volume of three (3) cubic yards per Set Out.~~" *[Alternate: once per month limited to a maximum volume of three cubic yards per Set Out]* Will amend limitations but this will be able to be negotiated with awarding hauler.

**Q15:** Will the city require a dispatch office and equipment office in Flagler County?

**A:** Reference draft contract Section 7: Storage and office facilities. On and after June 1, 2022, the contractor shall maintain a dispatch office, and equipment yard in Flagler County.

**Q16:** The RFP states that customers can have extra carts at no cost, an extra costs is not a big deal for two carts for twice a week but if we do once a week service it's a really big deal. Would the city consider limiting the number of extra carts?

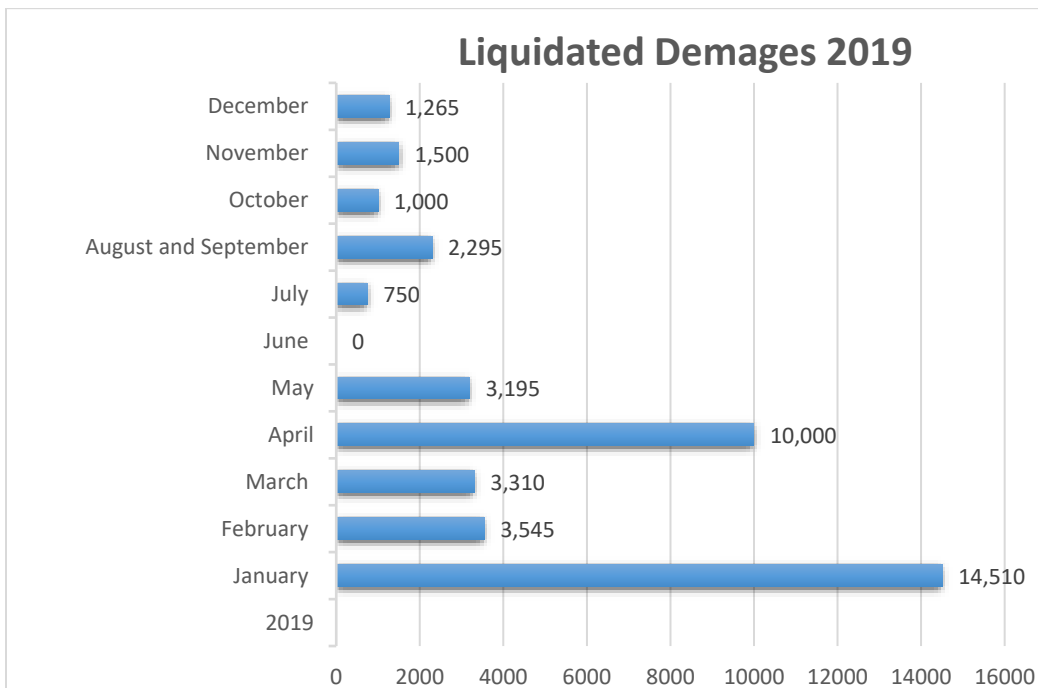
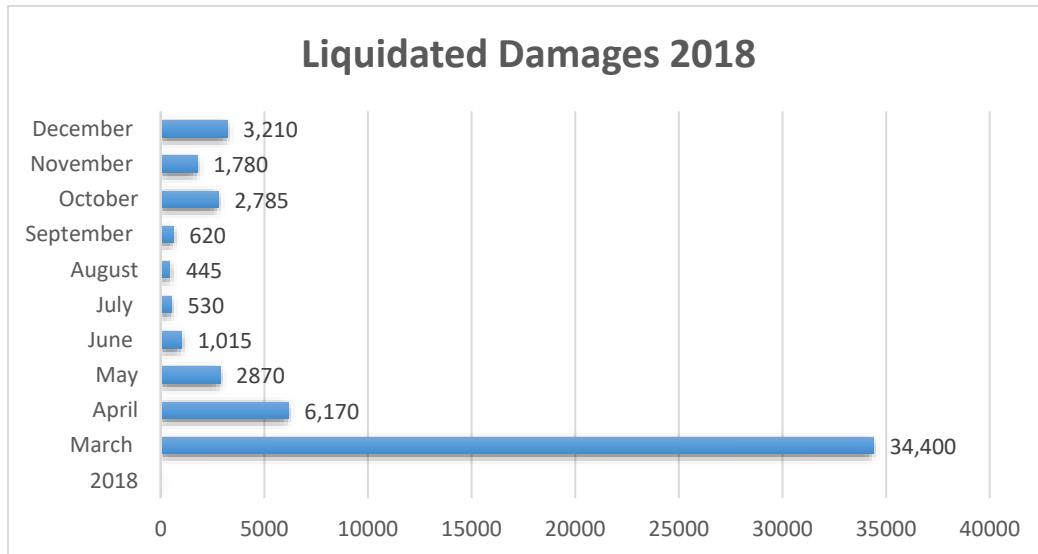
**A:** Reference Section 14: 24.7: If a Residential Customer wishes to purchase an additional Garbage Cart or Recycling Cart, the Contractor's fee for purchasing and assembling the cart for that Customer shall be Fifty Dollars (\$50.00). The Contractor also may charge an additional fee for delivery services if the Customer requests the Contractor to deliver the Garbage Cart or Recycling Cart to the Premises of the Residential Customer. The delivery fee shall be Twenty-Five Dollars (\$25.00) per delivery (i.e., not per cart)." The City intended for residents to be able to purchase one additional cart for each service; the City is open to negotiating with the winning Proposer an appropriate pricing structure for residents that request more than one additional cart for each service.

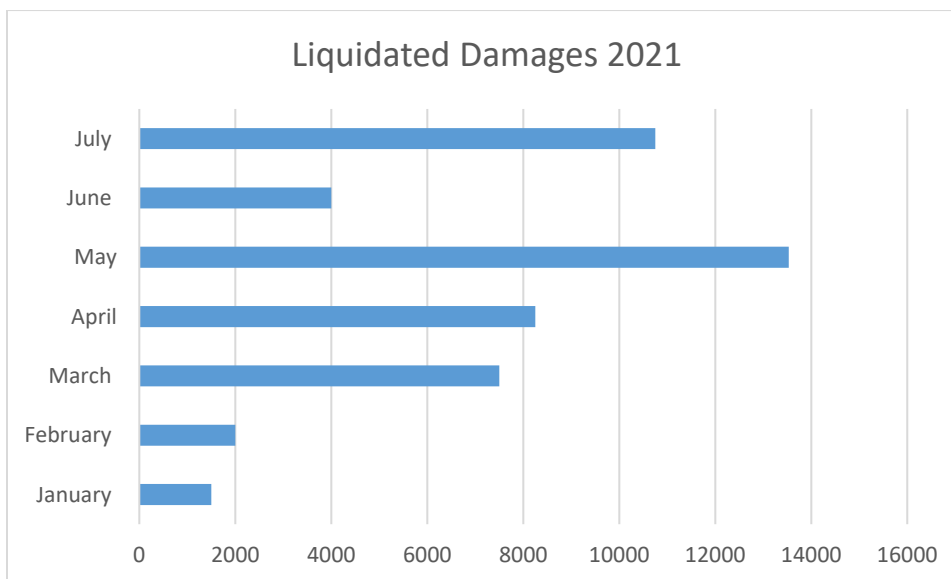
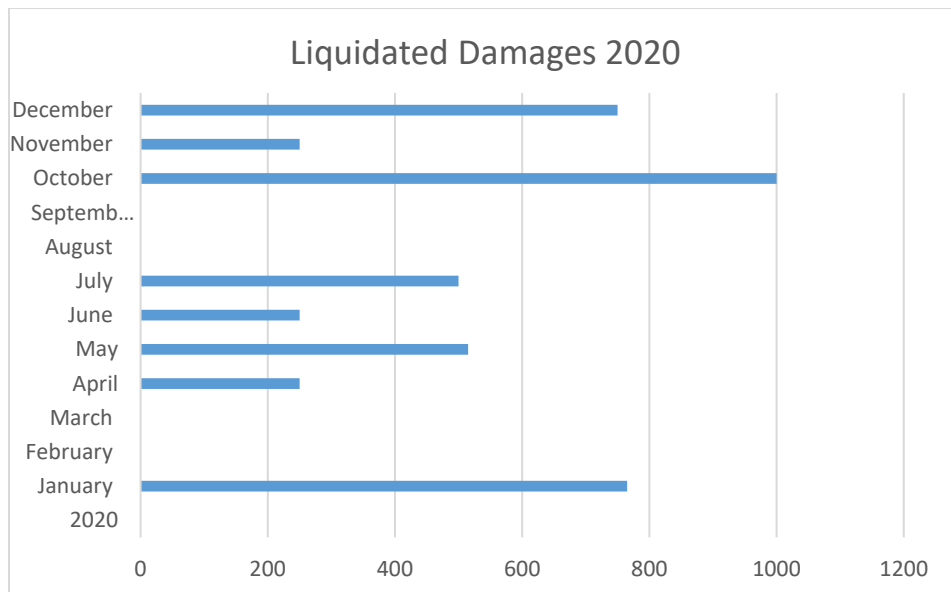
**Q16:** The city should take in consideration for the term of the agreement and consider extending the term of the contact to a longer timeframe?

**A:** As noted in the Sample Contract Section 4.2, the new contract will expire on May 31, 2027, unless it is renewed and extended. The new service contract may be extended twice for a one-year renewal term for a total possible term of seven years if both renewal terms are exercised.

**Q17:** Will the City provide current fines from the past contract timeframe?

**A:** Below are the yearly liquidated damages





**Q18:** Could you provide tonnage reports, by day and by truck identification or load identification for the entire year 2019 and 2020, for each waste stream that is tracked (Garbage, Recycling, Yard Waste and Bulk Waste)?

**A.** See question 6 with 2019 results and RFP has the 2020.

**Q19:** Can the proposers collect bulk and solid waste within the same truck?

**A.** Bulk items may be placed in the same vehicle as garbage, at the contractor's discretion.

**Q20:** Could you please provide the current rates paid to the incumbent?

**A.** Please see attached monthly invoices.

**Q21:** Could the City please provide a copy of the current contract, any amendments, and last six months' invoices?

**A.** Please see attachment.

**Q22:** Does the City know the current number of residents receiving side-door service for free and how many pay this optional service?

**A.** Current hauler has 100 back door services and they do not charge for the services.

**Q23:** Page 14 of the RFP, Chapter 4 of the proposal description. Given that the city is not providing the GIS along with the assessment roll, can we submit the maps after the award of the contract (If we are awarded?)

**A.** Yes after award of contract is acceptable.

**Q24:** Page 15 of the RFP, chapter 5 of the proposal description. Could the city change the 9 year old limitation on the trucks to a more standard 10 years old?

**A.** The city will stay with the 9 year old limitation

**Q25:** Page 18 of the RFP. Item 4.6. Do we have to submit each chapter as their own file, or can we gather all the chapters in just one file?

**A:** You will need to update each file for the chapters.

**Q26:** FORM 13 (page 3 of 5). The pricing forms are requesting both the tipping/processing fees and the generation factors. According to the draft of the agreement, the disposal component of the rate is going to be adjusted if the tipping/processing fee changes during the length of the contract. Could you please confirm that the disposal component of the rate is going to be adjusted also if the generation factor changes during the length of the contract?

**A:** Generation factors will not change during the term of the contract.

**Q27:** FORM 13 (page 5 of 5). Could you please provide the amount per household for the current recycling revenue share?

**A:** Twenty-five cents per household.

**Q28:** During the pre-bid meeting a question was raised in regards to the location of the Yard. In order to increase competition, we would like to confirm that a current Yard in Volusia County would be a viable option for this contract, given the RFP doesn't requires any specific location.

**A:** See response to Q15 above.



**Q29:** Section 14.1 of the draft of the agreement. Due to the current situation of the commodities, we are kindly suggesting to increase the cost of each truck from \$50 to \$75.

**A:** Yes, the City will increase the one-time cost of purchasing a cart from \$50 to \$75. Section 14.1 and 24.7 of the Sample Contract will be amended to reflect this adjustment.

**Q30:** Does the City have an inter-local agreement for disposal at any of the contiguous Counties for Disposal of MSW (processed waste), Yard Waste, and recycle?

**A:** The City does not have any inter-local agreements for disposal or processing. Please refer to Section 22 of the Sample Contract.

**Q31:** If Flagler County piggybacks this contract, how many dwelling units is there? And when does the current contract expire?

**A.** See response to Q5 above.

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

This Contract made and entered into this the 27<sup>th</sup> day of January, 2018 by and between the City of Palm Coast, Florida, herein after referred to as "the CITY", and Waste Pro of Florida, Inc., a Florida corporation, hereinafter referred to as "the CONTRACTOR", with its principal place of business at 401 South Bay Street, Bunnell, FL 32110.

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

**SECTION 1 – DEFINITIONS**

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

**SECTION 2- SCOPE OF CONTRACTOR'S WORK**

For the purposes of this Contract, the Scope of Services can be found under Section 2 in the original Request for Proposal and any subsequent addenda attached to this Contract as Exhibit A. The CITY has selected alternatives, as modified and as allowed by the RFP, which selected alternatives are outlined and attached to this Contract as Exhibit C.

**SECTION 3- STORAGE AND OFFICE FACILITIES**

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

**SECTION 4- SCHEDULES AND ROUTES**

**1. General**

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

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

## **2. Rescheduling of Services**

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

## **3. Miscellaneous**

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

## **SECTION 5- TERM OF CONTRACT**

The term of this Contract shall be for a period of 5 years, commencing on June 1, 2017, and terminating on May 31, 2022, unless terminated prior thereto. Failure to commence work as required will result in forfeiture of the performance bond.

## **SECTION 6- CONTRACTOR'S RELATION TO THE CITY**

### **1. Contractor as Independent Contractor**

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

### **2. Assignment, Changes in Ownership and Subletting of Contract**

- (a) Neither this Contract, nor any portion thereof, shall be assigned except with the prior written consent of the City Council, which may be withheld for any reason. No such consent will be construed as making the CITY a party of or to such transfer or assignment, or subjecting the CITY to



liability of any kind to any subcontractor. Assignment, Changes of Ownership or Subletting of Contract shall be a direct or indirect, by gift, assignment, voluntary sale, merger, consolidation or otherwise, of twenty five percent (25%) or more at one time of the ownership or controlling interest of CONTRACTOR, or fifty percent (50%) cumulatively over the term of the Contract of such interest to a corporation, partnership, limited partnership, trust, or association, or person or group of persons acting in concert or a change in control. Transfer shall not include any transfer or assignment to a person controlling, controlled by, or under the same common control as the CONTRACTOR at the effective date of this Contract. Moreover, transfer shall not mean a public offering issuance which either changes the CONTRACTOR status from a privately held corporation to that of a publicly held corporation or which is intended to provide additional capitalization for the CONTRACTOR, provided the public offering does not result in a change in CONTRACTOR's management personnel. If an assignment or transfer of this Contract is granted by the CITY, the CONTRACTOR will pay the CITY an assignment/transfer fee in the amount of fifty thousand dollars (\$50,000.00) for the first assignment/transfer and one hundred thousand dollars (\$100,000.00) each for all subsequent assignments/ transfers upon such consent for said assignment or transfer.

- (b) The foregoing notwithstanding, in the event of any strike, lockout, labor trouble or dispute involving the CONTRACTOR under this Contract shall continue, the CITY agrees to fully cooperate with the CONTRACTOR in any temporary assignment or subcontract as may be necessary to continue to provide the services required by this Contract. Under this provision there will be no transfer fee as stated in sub-paragraph (a) above, but in no event will the transfer under this provision exceed ninety (90) days.
- (c) No assignment or subcontract shall, under any circumstances, relieve the CONTRACTOR of the liabilities and obligations under this Contract, and despite any such assignment, the CITY shall deal through the CONTRACTOR. Subcontractors shall be dealt with as employees and representatives of the CONTRACTOR and, as such will be subject to the same requirements as to character and competence as are other employees of the CONTRACTOR.

### **3. Disagreements - Refuse to be Collected**

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

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

**4. Taxes and Fees/Penalties**

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

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

**5. Cancellation or Annulment of Contract**

The CONTRACTOR and the CITY recognize that it is of paramount importance that the Contract be performed and the individual customers receive service. If the CONTRACTOR fails to begin work at the time specified, or fails to perform the work with a sufficient number of workers and sufficient and adequate equipment to insure the proper and substantial performance of said trash collection work, or performs the work unsuitably, or discontinues the performance of the work or any portion thereof, or fails to perform the work for any other cause whatsoever, excepting only acts of nature, does not carry on the work as set forth herein, or if the CONTRACTOR become insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against it unsatisfied for any period of time, and if the CITY through its Contract Manager gives notice of such default, and the CONTRACTOR or its surety fails to cure such default within seven (7) days after receipt of such notice by the CITY then the CITY may thereupon declare the Contract canceled. Upon declaration of cancellation, the CITY may, at no cost to the CITY or compensation to the CONTRACTOR, take over the work and take possession, without further notice to the CONTRACTOR and without judicial proceedings, of any and all equipment of the CONTRACTOR and operate the same in performance of the work and services described in the Contract for the remaining term of the Contract, or for a period of six (6) months whichever the CITY elects, or the CITY may enter into contracts with others for the performance of the work and services hereby contracted for. Such cancellation of



the Contract shall not relieve the CONTRACTOR or its surety of liability for failure to faithfully perform this Contract, and in the event the expense incurred by the CITY in performing or causing to be performed the work and services provided for in the Contract shall exceed the proposal price of the CONTRACTOR, as provided in the Contract, then the CONTRACTOR (and its surety to the extent of its obligation) shall be liable to the CITY for all such excess. The CONTRACTOR'S surety or security will not be released until such time as the term of this Contract, or any extension thereof, would have otherwise expired.

**6. Operation During Dispute**

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

**SECTION 7- QUALITY OF SERVICE**

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

**SECTION 8- GUARANTEE OF PERFORMANCE**

For the purposes of this Contract, Guarantee of Performance is defined in Section 1, subsection 6.25 in the original Request for Proposal and any subsequent addenda attached to this Contract as Exhibit A.

**SECTION 9- EMPLOYMENT AND WORKING CONDITIONS**

**1. Laws**

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

**2. Federal Minimum Wage**

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



### **3. Employees - In General**

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

### **SECTION 10 - DISPOSAL OF REFUSE**

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

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

### **SECTION 11- COMPLIANCE WITH LAWS AND REGULATIONS**

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

The CONTRACTOR, by executing this Contract, represents that no person who is or who shares in legal or factual control of the affairs and policies of the business entity as a whole is under indictment or has been convicted within the five (5) years immediately prior to the date of this Contract in a State or Federal court for an offense involving moral turpitude arising out of the person's relationship with a governmental agency. This provision shall be interpreted in a manner consistent with *Mid-American Waste System of Florida, Inc. v. City of Jacksonville*, 596 so. 2d 1187 (Fla.1S' DCA 1992). Rev. den. 604 So2d 486 (Fla.1992). If this representation is subsequently determined to be false, this Contract shall be subject to immediate termination. The CONTRACTOR will sign and keep current with the CITY the form known as "Public Entity Crimes Form".

## SECTION 12 - INSURANCE

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

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

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

Overall Umbrella Policy or excess liability Coverage \$5,000.000

**Special conditions waiver of subrogation in lieu of additional insured.**

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

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

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

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

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

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

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

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

### **SECTION 13 - CONFLICT OF INTEREST**

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

### **SECTION 14 - INDEMNIFICATIONS**

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

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

The City of Palm Coast hereby, to the extent of a claim or a judgment by any one person which does not exceed the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments does not exceed the sum



of \$300,000, shall hold harmless and indemnify the other party from and against any and all liability, assertions, loss, claims, damages, costs, attorney's fees, judgments and expenses of whatsoever kind or nature which the other party may sustain, suffer or incur or be required to pay by reason of a loss resulting from the negligent acts or omissions of the City of Palm Coast.

#### **SECTION 15 – ADMINISTRATIVE CHARGES/LIQUIDATED DAMAGES**

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

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

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

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

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

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

\$500.00 per incident

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

\$200.00 per incident

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

\$100.00 per incident

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

\$250.00 per incident

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

\$350.00 per incident

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

\$500.00 per incident

(i) Failure to maintain office hours as required.

\$200.00 per incident

(j) Equipment operator not properly licensed

\$500.00 per incident

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

\$250.00 per incident

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

\$250.00 per incident

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

\$250.00 per incident

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

\$300.00 per incident

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

\$300.00 per incident

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

\$250.00 per incident

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

\$500.00 per incident

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

\$300.00 per incident

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

\$250.00 per day for each route not completed

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

\$500.00 for route day not completed

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

\$300.00 per incident

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

\$300.00 per incident

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

\$1,000.00 per incident

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

\$250.00 per incident

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

\$250.00 per incident

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

\$250.00

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

\$500.00 per incident



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

\$500.00 per incident

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

\$250.00 per incident

(ee) Loaded vehicles left standing on street unnecessarily.

\$150.00 per incident

(ff) Failure to drive in proper direction.

\$100.00 per incident

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

\$250.00 per incident

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

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

## **SECTION 16 - CITY ORDINANCES**

Nothing contained in any ordinance of the CITY, now in effect or hereafter adopted, pertaining to the collection of refuse shall in any way be construed to affect, change, modify, or otherwise alter the duties, responsibilities, and operation of the CONTRACTOR in the performance of the terms of this Contract. It is the intention hereof that the CONTRACTOR be required to perform strictly the terms of the Contract, regardless of the effect or interpretation of any municipal ordinances which in any way relates to trash.

## **SECTION -17 AMENDMENTS**

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

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

#### **SECTION 18 - NOTICE**

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

Tim Dolan  
Regional Vice President  
2101 West State Road 434  
Longwood, Florida 32779  
386-586-0800  
[tdolan@wasteprousa.com](mailto:tdolan@wasteprousa.com)

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

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

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

#### **SECTION 19 - SEVERABILITY**

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

#### **SECTION 20 - GOVERNING LAW**

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

## **SECTION 21 – FORCE MAJEURE**

The performance of any act by the CITY or the CONTRACTOR hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any other cause beyond the reasonable control of such party, provided, however, the CITY shall have the right to provide substitute service from third party contractors or CITY forces and in such event the CITY shall withhold payment due CONTRACTOR for such period of time. If the condition of force majeure exceeds a period of 14 days the CITY may at its option and discretion, cancel or renegotiate this contract.

## **SECTION 22 - ATTORNEY'S FEES**

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

## **SECTION 23 - CONTRACT DOCUMENTS**

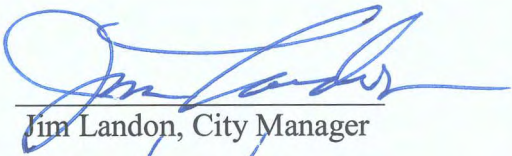
The Contract Documents, which comprise the entire Contract between CITY and CONTRACTOR, are made a part hereof and consist of the following.

- a. This Contract
- b. Request for Proposal (Exhibit A)
- c. Request for Proposal Addendums (Exhibit A)
- d. All required forms as per the Request for Proposal (Exhibit D)


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

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

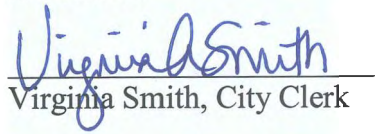
**CITY OF PALM COAST**

  
\_\_\_\_\_  
Jim Landon, City Manager  
\_\_\_\_\_  
1/27/17  
\_\_\_\_\_  
Date

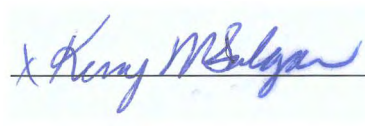
**WASTE PRO OF FLORIDA, INC.**

  
\_\_\_\_\_  
TIM DORIAN  
\_\_\_\_\_  
11/30/14  
\_\_\_\_\_  
Date

**ATTEST:**

  
\_\_\_\_\_  
Virginia Smith, City Clerk  
\_\_\_\_\_  
1/27/17  
\_\_\_\_\_  
Date

**ATTEST:**

  
\_\_\_\_\_  
Kerry Morgan  
\_\_\_\_\_  
11/30/14  
\_\_\_\_\_  
Date

(Seal)

(Seal)





# EXHIBIT A



## Project Manual

RFP-ADM-16-01

Administration – Solid Waste

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

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

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

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

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

[palmcoastgov.com/government/departments/purchasing](http://palmcoastgov.com/government/departments/purchasing)

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

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

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

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

City of Palm Coast

Purchasing & Contracts Management Division

160 Lake Avenue, Palm Coast, FL 32164

[palmcoastgov.com/government/departments/purchasing](http://palmcoastgov.com/government/departments/purchasing)



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

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

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**



## Section 1 – General Information and Definitions

### 1.0 **LIAISON BETWEEN CITY AND CONTRACTOR**

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

### 2.0 **ROUTE INFORMATION**

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

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

Yard Waste – 442 tons (12 month average)

Recycling – 467 tons (12 month average)

### 3.0 **DISPOSAL REQUIREMENTS**

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

### 4.0 **COMMENCEMENT OF WORK**

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

### 5.0 **TERM**

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

### 6.0 **DEFINITION OF TERMS**

The following terms shall have the following meanings:

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

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

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

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

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

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

and other vegetative matter which normally results from land clearing or land development operations for a construction project, including such debris from construction or demolition project sites. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

**The term also includes:**

- (a) Clean cardboard, paper, plastic, wood and metal scraps from a construction project.
  - (b) Effective January 1, 1997, except as provided in Section, 403.707(13)(J), unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provide the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste, and
  - (c) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.
- 
- 6.7 **Contaminated Loads:** shall mean the mixing of garden or yard trash materials with residential garbage/trash or recyclables in the same trash receptacle.
  - 6.8 **Contract:** The Contract executed by the City and the Contractor for the performance of the Scope of Services and other provisions of this RFP. The Contract shall contain substantially the terms provided in this RFP.
  - 6.9 **Contract Documents:** Shall mean Request for Proposal, Contract, any issued addenda, executed Bonds, City Code of Ordinances as applicable and Insurance.
  - 6.10 **Contracts Manager:** Shall mean the City of Palm Coast Contracts Manager or City Manager designee.
  - 6.11 **Contractor:** Shall mean the person, firm, corporation, organization, or entity which agrees to perform the work or services as set forth in the Contract. The Contractor is engaged by the City as an independent contractor and is not an employee, agent or representative of the City.
  - 6.12 **Customer:** Shall mean any person/resident served by the Contractor within the corporate limits of the City of Palm Coast.
  - 6.13 **Designated Recovery Facility:** Shall mean the recycling/processing center(s) specifically agreed upon by the Contractor and the City for the recovery of recyclable materials.
  - 6.14 **Disposal Costs:** The "tipping fees" charged to the Contractor for disposal of all waste which includes, but not limited to the garbage, trash, yard waste and white goods collected by the Contractor.
  - 6.15 **Franchise Fee:** Shall mean the amount of money which the Contractor shall be obligated to pay to the City for the privilege of providing solid waste service to customer within the City and to refund to the City for billing and contractor monitoring services.

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

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

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

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

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

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

- 6.28 **Proposer:** Any person, firm, corporation, organization, or entity submitting a proposal for the work proposed.
- 6.29 **Plastic Recycle Container:** means any container purchased and distributed by or on behalf of City residents, by the Contractor for the intended use as a receptacle of recyclable items.
- 6.30 **Residential Curbside Recyclables Collection:** refers to the curbside collection, transportation, and recovery of recyclable materials by the Contractor from residential units.
- 6.31 **Residential Unit:** shall mean single-family dwellings, mobile homes, modular homes, manufactured homes, and duplexes where one (1) family or immediate living entity permanently resides.
- 6.32 **Recyclable Materials:** Recycling materials shall include, but not be limited to the following and may change from time to time. Recycling materials shall consist of metal, paper, cardboard, glass and plastic that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. These materials are not trash, but are an economic asset and further described as follows: Steel



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

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

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

(b) **Garbage** shall mean all accumulations of animal, fruit or vegetable matter that attends the preparation, use, cooking, and dealing in, or storage of meats, fish, fowl, fruit, vegetable, and other matter, of any nature whatsoever which is subject to decay, putrefaction, and the generation of obnoxious and offensive gases or odors, or which, during and after decay, may serve as breeding or feeding material for flies and/or other germ carrying insects, bottles, cans, or other food containers which due to their ability to retain water may serve as breeding places for mosquitoes or other water breeding insects.

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

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

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

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

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

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

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

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



## Section 2 - Scope of Services

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

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

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

- 6) **Storms.** In case of a storm, the City Manager may grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm, the Contractor shall advise the Contracts Manager and the customer of the estimated time required before regular schedules and routes can be resumed. In the event of a storm, the Contracts Manager or designee shall inform the customers of any change in schedule. In the event of hurricane, freeze, or similar act of nature, resulting in a significant increase in refuse requiring the Contractor and the City to obtain additional equipment and hire additional crews in order to collect and dispose of such solid waste the Contractor shall fully cooperate with the City in such endeavors. Provided the Contractor has obtained prior written authorization from the Contracts Manager, the Contractor shall be reimbursed for the actual documented cost to the Contractor of all required additional labor, overhead, equipment and disposal provided by the Contractor in response to the first 72 hours of the event.
- 7) **Force Majeure:** The performance of any act by the City or the Contractor under the Contract may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts, or any other cause beyond the reasonable control of such party; provided, however, that if the hindrance or prevention of performance exceeds a period of thirty (30) days, the City may at its option and discretion, cancel, or renegotiate the Contract.
- 8) **Residential Collection Services:** The Contractor shall collect and dispose of solid waste, yard waste, recycling, bulk and white goods from all single-family homes, multiple dwelling buildings of two (2) or fewer units under common ownership. **In order to track all vehicles in real-time and record movements throughout the City, all solid waste, yard waste and recycling vehicles shall be equipped with Global Positioning Systems (GPS) vehicle tracking technology.**

#### BASE PRICE SERVICES

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

#### 1.0 **SOLID WASTE PICK-UP AND DISPOSAL PROGRAM**

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

- 1.1 **Frequency of Collection:** The Contractor shall collect solid waste within the Contract collection area two (2) times per week, with collections at least three (3) days apart.
- 1.2 **Receptacle:** The Contractor shall be required to pick up all garbage and rubbish from residential units which have been properly prepared and stored for collection as follows:

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

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

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

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

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

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

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

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

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

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

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

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

### 3.0 **RECYCLING COLLECTION AND REWARDS PROGRAM**

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

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

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

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



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

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

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

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

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

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

Requirements of the rewards program are as follows:

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

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

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

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

The base price must include use of CNG collection vehicles.

##### **ALTERNATIVE SERVICES PRICING**

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

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

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



## **DOORSTEP HOUSEHOLD HAZARDOUS WASTE DISPOSAL PROGRAM**

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

## **PAYMENT, BILLING AND RATE ADJUSTMENTS**

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

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

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

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

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

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

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

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

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

#### **GENERAL DESCRIPTION OF WORK**

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

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

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

#### **Collection Equipment**

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

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

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

#### **Equipment Operation**

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



## **Quality of Service**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

### Section 3 – General Conditions, Instructions and Information for Proposers

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

## Section 4 – Instructions for the Preparation of Proposals

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

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

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

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

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

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

### 1. REQUIRED SUBMITTALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. FINANCIAL INFORMATION:**

The following financial information must be submitted:

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

## **3. CUSTOMER SERVICE:**

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

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

4. **REFERENCES:**

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

5. **RECYCLING REWARDS PROGRAM:**

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

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

6. **DOORSTEP HAZARDOUS WASTE PROGRAM:**

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

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

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

8. **ALTERNATE PRICE PROPOSAL:**

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



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

**NO OTHER ALTERNATIVE PRICING OPTIONS WILL BE CONSIDERED**

## Section 5 – Evaluation of Proposals and Award

### **EVALUATION METHOD**

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

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

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

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

##### **Local Experience (0-5 points)**

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

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

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

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

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

##### **Technology (Online Complaint Program (0-10 Points)**

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

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

#### **Past History and Performance (0-20 Points)**

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

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

#### **References (0-5 Points)**

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

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

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

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

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

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

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

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

75.1% and Above the Lowest Base Price Proposal	0
--	---

### **Criterion #3: Customer Service:**

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

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

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

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

### **NEGOTIATION AND FEE SCHEDULE:**

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

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

**Section 6 -  
Price Proposal**

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

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

Name of Proposer: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

FAX Number: (\_\_\_\_\_) \_\_\_\_\_

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

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

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of PROPOSER)

\_\_\_\_\_  
(Signature of person signing FORM)

\_\_\_\_\_  
(Printed name of person signing FORM)

\_\_\_\_\_  
(Title of person signing FORM)

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**



## PRICE PROPOSAL Continued

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

### BASE PRICE

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

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

\$ \_\_\_\_\_ (monthly charge per residential household)

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

### ALTERNATIVE PRICING OPTIONS

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

#### ALTERNATIVE TERMS

\$ \_\_\_\_\_ 7-Year Contract Pricing  
\$ \_\_\_\_\_ 10-Year Contract Pricing

#### DOORSTEP HAZARDOUS WASTE PROGRAM

\$ \_\_\_\_\_ Doorstep Hazardous Waste Program (monthly charge per household)  
\$ \_\_\_\_\_ Doorstep Hazardous Waste Program (billed to the resident per pick-up)

#### SERVICE ENHANCEMENTS

\$ \_\_\_\_\_ Video/Cameras in Collection Vehicles  
\$ \_\_\_\_\_ Automated Recycling pick-up with 35 gallon toters (toters provided by hauler - maximum of two per household).

#### REDUCED SOLID WASTE SERVICE

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

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

**Attachment A  
Proposer's Certification**

I have carefully examined the Contract Documents.

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

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

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

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

Name of Business

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title, Typed or Printed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

( ) \_\_\_\_\_  
Telephone Number

Sworn to and subscribed before me

This \_\_\_\_\_ day of

\_\_\_\_\_  
20

\_\_\_\_\_  
Signature of Notary

Notary Public, State of \_\_\_\_\_

Personally Known

-OR-

Produced Identification \_\_\_\_\_

Type: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

**Attachment B**  
**Conflict of Interest Statement**

STATE OF FLORIDA )

) ss

City OF \_\_\_\_\_ )

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

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

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

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

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

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

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

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

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

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

Continued on next page.

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

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

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Typed/Printed Name of Affiant

\_\_\_\_\_  
Title

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

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_ (type of identification).

Notary Public - State of \_\_\_\_\_  
\_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

**Attachment C**  
**Compliance with the Public Records Law**

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

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

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

Company Name: \_\_\_\_\_

Authorized representative (printed): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_

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

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

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**



**Attachment D**  
**Drug-Free Work Place Form**

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

(Name of Business)

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**



**Attachment F**  
**City of Palm Coast Vendor Registration Form**

\*If already on file, please state so.

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

**Brief description of goods or services you are providing:**

City Department Contact

Company

Address

Address

City

State:

Zip Code:

Contact

Phone #

Fax #:

E-mail

Internet:

FEID/SSN:

Check Appropriate Box:

Individual Sole/  
Proprietor

Corporation

Partnership

Other

Primary Commodity Code

92966

Secondary Commodity Codes

**INSTRUCTIONS**

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

**COMMODITY CODE**

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

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

**STATE OF FLORIDA BUSINESS REGISTRATION**

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

Continued on next page.

### IRS CERTIFICATION

Under Penalties of perjury, I certify that:

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

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

Sign	Signature of	
Here	U.S. Person ►	
		Date►

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**



## COMMODITY CODES

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



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

**Attachment G**  
**Summary of Litigation and License Sanctions**

\*If not applicable, please state so.

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

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

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

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

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

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

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

-----  
Organization Name

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

-----  
Names and Titles of Authorized Representative(s)

-----  
Signature(s)

-----  
Date

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

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

**Attachment I**  
**Certificate of Corporation**

*\*Dates Not Required Until Award of Contract.\**

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

**STATE OF FLORIDA**

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

**FEI NUMBER** \_\_\_\_\_

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

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

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

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Corporate Secretary (printed)

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



**Attachment J**  
**Public Entity Crime Form**

Any person or affiliate who has been placed on the convicted vendor list following a conviction to a public entity may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

Signed By: \_\_\_\_\_

President/Authorized Agent or Official

Witnessed By: \_\_\_\_\_

State Of: \_\_\_\_\_

County Of: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public, State of Florida

Commission No. \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**



Bond Number \_\_\_\_\_

**This document may change after discussion. Attachment K**

**PERFORMANCE BOND**

**(\$3,000,000.00)**

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

**KNOW ALL MEN BY THESE PRESENTS:** that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

Contractor's Telephone Number: \_\_\_\_\_

a \_\_\_\_\_, hereinafter  
(Corporation, Partnership or Individual)

called Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

Surety's Telephone Number: \_\_\_\_\_

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

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

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

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

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

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

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and contracts of said Contract including, but not limited to the insurance provisions, guaranty period and the warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays City all liquidated damages, losses, damages, delay damages, expenses, costs and attorneys' fees, including costs and attorney's fees on appeal that City sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and
3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the City from all costs and damages which it may suffer by reason or failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

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

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

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

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

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

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

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

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

**IN WITNESS WHEREOF**, this instrument is executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

By \_\_\_\_\_  
(Principal) Secretary

Name \_\_\_\_\_  
(Type)  
(Corporate Seal)

Title \_\_\_\_\_

Principal (Contractor)  
By \_\_\_\_\_

Name \_\_\_\_\_  
(Type)

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Witness to Principal

Name \_\_\_\_\_  
(Type)

Witness to Principal  
Name \_\_\_\_\_  
(Type)

ATTEST:

By \_\_\_\_\_  
(Surety) Secretary

Name \_\_\_\_\_  
(Type)  
(Corporate Seal)

Surety

Phone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_

Witness as to Surety

Name \_\_\_\_\_  
(Type)

Witness as to Surety

Name \_\_\_\_\_  
(Type)

By \_\_\_\_\_  
Attorney-in-fact

Name \_\_\_\_\_  
(Type)

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_

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

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

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

**END OF SECTION**

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**



ATTACHMENT L

**BASE FEE PRICING WORKSHEET**

Rates to be expressed as per residential household per month.

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

Collection Fee:	_____	Monthly
Disposal Fee:	_____	Monthly
Fuel component:	_____	Monthly
<b>Sub Total:</b>	_____	<b>Monthly</b>

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

Collection Fee:	_____	Monthly
Disposal Fee:	_____	Monthly
Fuel Component:	_____	Monthly
<b>Sub Total:</b>	_____	<b>Monthly</b>

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

Collection Fee:	_____	Monthly
Fuel Component:	_____	Monthly
Recycle Rewards:	_____	Monthly
<b>Sub Total:</b>	_____	<b>Monthly</b>

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

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

**Attachment M  
Draft Contract**

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

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

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

**SECTION 1 – DEFINITIONS**

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

**SECTION 2- SCOPE OF CONTRACTOR'S WORK**

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

**SECTION 3- STORAGE AND OFFICE FACILITIES**

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

**SECTION 4- SCHEDULES AND ROUTES**

**1. General**

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

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

## **2. Rescheduling of Services**

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

## **3. Miscellaneous**

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

## **SECTION 5- TERM OF CONTRACT**

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

## **SECTION 6- CONTRACTOR'S RELATION TO THE CITY**

### **1. Contractor as Independent Contractor**

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

## 2. Assignment, Changes in Ownership and Subletting of Contract

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



**3. Disagreements - Refuse to be Collected**

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

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

**4. Taxes and Fees/Penalties**

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

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

**5. Cancellation or Annulment of Contract**

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



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

**6. Operation During Dispute**

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

**SECTION 7- QUALITY OF SERVICE**

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

**SECTION 8- GUARANTEE OF PERFORMANCE**

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

**SECTION 9- EMPLOYMENT AND WORKING CONDITIONS**

**1. Laws**

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

**2. Federal Minimum Wage**

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

**3. Employees - In General**

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

**SECTION 10 - DISPOSAL OF REFUSE**

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

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

**SECTION 11- COMPLIANCE WITH LAWS AND REGULATIONS**

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

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

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

## SECTION 12 - INSURANCE

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

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

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

**Special conditions waiver of subrogation in lieu of additional insured.**

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



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

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

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

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

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

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

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

### **SECTION 13 - CONFLICT OF INTEREST**

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

## SECTION 14 - INDEMNIFICATIONS

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

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

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

## SECTION 15 - ADMINISTRATIVE CHARGES/LIQUIDATED DAMAGES

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

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

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

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

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



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

\$500.00 per incident

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

\$200.00 per incident

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

\$100.00 per incident

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

\$250.00 per incident

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

\$350.00 per incident

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

\$500.00 per incident

(i) Failure to maintain office hours as required.

\$200.00 per incident

(j) Equipment operator not properly licensed

\$500.00 per incident

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

\$250.00 per incident

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

\$250.00 per incident

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

\$250.00 per incident

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

\$300.00 per incident

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

\$300.00 per incident

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

\$250.00 per incident

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

\$500.00 per incident

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

\$300.00 per incident

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

\$250.00 per day for each route not completed

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

\$500.00 for route day not completed

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

\$300.00 per incident

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

\$300.00 per incident

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

\$1,000.00 per incident

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

\$250.00 per incident

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

\$250.00 per incident

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

\$250.00

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

\$500.00 per incident

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

\$500.00 per incident

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

\$250.00 per incident

(ee) Loaded vehicles left standing on street unnecessarily.

\$150.00 per incident

(ff) Failure to drive in proper direction.

\$100.00 per incident

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

\$250.00 per incident

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

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

#### **SECTION 16 - CITY ORDINANCES**

Nothing contained in any ordinance of the CITY, now in effect or hereafter adopted, pertaining to the collection of refuse shall in any way be construed to affect, change, modify, or otherwise alter the duties, responsibilities, and operation of the CONTRACTOR in the performance of the terms of this Contract. It is the intention hereof that the CONTRACTOR be required to perform strictly the terms of the Contract, regardless of the effect or interpretation of any municipal ordinances which in any way relates to trash.

#### **SECTION -17 AMENDMENTS**

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

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

#### **SECTION 18 - NOTICE**

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

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

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

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



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

#### **SECTION 19 - SEVERABILITY**

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

#### **SECTION 20 - GOVERNING LAW**

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

#### **SECTION 21 - FORCE MAJEURE**

The performance of any act by the CITY or the CONTRACTOR hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any other cause beyond the reasonable control of such party, provided, however, the CITY shall have the right to provide substitute service from third party contractors or CITY forces and in such event the CITY shall withhold payment due CONTRACTOR for such period of time. If the condition of force majeure exceeds a period of 14 days the CITY may at its option and discretion, cancel or renegotiate this contract.

#### **SECTION 22 - ATTORNEY'S FEES**

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

#### **SECTION 23 - CONTRACT DOCUMENTS**

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

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



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

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

**CITY OF PALM COAST**

**CONTRACTOR**

\_\_\_\_\_  
Jim Landon, City Manager

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Virginia Smith, City Clerk

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(Seal)

(Seal)

## EXHIBIT B

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

ADDENDUM NO. 1

RFP-ADM-16-01

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

ISSUE DATE: August 23, 2016  
DUE DATE: September 21, 2016 @ 2:00pm  
SUBJECT: Questions & Answers

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

**Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.**

1. **Question:** Will you please advised to the current residential rates? Also, does the rate include the 10% franchise fee? **Answer:** The current rate is \$18.62 per household per month. The 10% franchise fee is deducted each month from gross revenues as indicated in the haulers billing to the City based on the actual number of households services the previous month.

Acknowledgment:

Signature and Date

Printed Name and Title

Company Name

END OF ADDENDUM NO. 1

ADDENDUM NO. 2

RFP-ADM-16-01

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

ISSUE DATE: September 2, 2016  
DUE DATE: September 21, 2016 @ 2:00pm  
SUBJECT: Questions & Answers

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

**Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.**

1. **Question:** Please provide current routing or service zone maps and schedules for Solid Waste, Recycling and Yard Waste Services. **Answer:** Please see "Attachment A" included in this addendum.
2. **Question:** Please provide the last 3 month's detailed invoices paid to current vendor. **Answer:** Please see "Attachment B" included in this addendum which includes the last 6 months invoices.
3. **Question:** Please provide the number of route trucks the present contractor is utilizing daily for MSW, yard Waste and recycling. **Answer:** One truck per route.
4. **Question:** Please provide the historical number of annual special events and the container requirement for each? **Answer:** There are approximately 15 events requiring a total of 18 total containers. The type and size vary per event and will be determined at the time of the event.
5. **Question:** Please provide a copy of the current solid waste contract. **Answer:** See "Attachment C" included in this addendum.
6. **Question:** Please provide the number of annual roll-off pulls provided by the contractor for the on-call Palm Coast Facility locations. **Answer:** Please see Exhibit B of the Request for Proposal. Frequency figures are weekly.
7. **Question:** Are franchise fees assessed on recycling revenues? **Answer:** No. Recycling revenues will be remitted to the City on a monthly basis equal to \$0.25 per household.
8. **Question:** Please provide the last 6 months detailed franchise fee calculations. **Answer:** Please see Question 2 above.
9. **Question:** Attachment L – Base Fee Pricing Worksheet states "disposal fees (aka "tipping fees") shall be limited to the actual cost charged the contractor by the waste disposal facility and shall be a pass thru to



the customer. Any mark up to the disposal fee shall be strictly prohibited. How do we ensure that disposal fees are a pure pass thru whereby the customer nor the contractor pays more than the actual disposal generated? **Answer:** Each pass thru case of disposal fees shall be accompanied with a copy of the disposal/tipping fee receipt from the disposal facility.

10. **Question:** Can the Contractor use existing FEL and Roll-off vehicles to service the approximately 23 "no-charge" municipal facility accounts? **Answer:** The equipment requirements will remain as stated within the RFP specification documents.
11. **Question:** Attachment G calls for the disclosure of litigation, claims and contract disputes over the past 5 years in the regular course of business; license sanctions from a regulatory or licensing agency in the past 5 years – we need some clarification – is the City looking for administrative penalties under our contracts? Does a regulatory or licensing agency mean DEP, OSHA? **Answer:** Disclosure of all litigation, claims and contract disputes shall mean litigation within contract disputes mainly with municipalities, property damage of customers which required litigation, and disputes and/or sanctions from any municipal, state or federal agency. Also, you are required to list any administrative charges or liquidated damages assessments in an amount of \$10,000.00 or more during any such reporting period which is normally on a monthly basis.
12. **Question:** Rate Adjustments – there is no CPI, change in law, disposal or disposal site adjustment, nor is there an unusual cost adjustment – will the City consider adding any of these? There is a fuel adjustment but the language is unclear regarding the base fuel cost – it says the base is 5% above or below the Henry Hub cost at the start date – which is it? **Answer:** The City will not allow CPI rate adjustments in the event a five-year contract is negotiated. However, if a 7 or 10-year Contract is negotiated, the City will consider CPI Rate adjustments beginning on year six of the contract and for each consecutive year thereafter until the contract ends. However, CPI rate adjustments cannot be retroactive to the beginning of the Contract nor can they exceed 3% for any given year. Fuel adjustments cannot occur (either increase or decrease) until the cost of fuel has increased or decreased 5% above or below the cost of fuel (base rate) as registered on the commencement date of the contract.
13. **Question:** Most favored nations – this requires a reduction if we negotiate a contract with a neighboring municipality defined as St. Johns, Volusia or Flagler counties and any City within each. How is the rate deemed to be more favorable if the new contract includes CPI, fuel, change in law, and other adjustments not found in Palm Coast. How are the two compared? **Answer:** Calculations can be used to determine comparable rates.
14. **Question:** Fleet. Does the requirement of 2013 model year at start of contract and maximum 9 years during the course of the term apply to spares? **Answer:** Yes.
15. **Question:** Roster. Page 19 indicates a current roster of personnel and equipment must be furnished for each collection day. Does this mean every service day of the contract period. **Answer:** Changes will only be required when changes in personnel and/or equipment could affect the serviceability of a route. The City must be notified no later than 8:00 am on that day.
16. **Question:** Subcontractors. Page 22 - none are permitted. Does this apply in emergency situations? Page 16 indicates that temporary labor is okay only if approved by the City. How will this work if we email the request at 4 am? **Answer:** In an emergency, there would be time for notification and discussions with the City to determine the status of the emergency and what assets would need to be invoked in order to seek approval from the City Manager or his/her designee. In the event of labor shortages, arranging for day laborers would most likely occur the day before or start at the start of a regular business day (at some point after 4:00 am). Contract Manager must be informed by 8:00 am the number of day laborers utilized for that day and the routes in which they were placed.



17. **Question:** Liquidated damages. There is no language allowing the Contractor to protest the imposition of Liquidated Damages. Will the City consider adding same? **Answer:** Meetings are held monthly between the City and the Contractor where liquidated damages are discussed.
18. **Question:** Exceptions – page 26, indicates that no exceptions are allowed. This means the terms and conditions of the RFP are applicable without change? **Answer:** Yes, other than those issued in addendums.
19. **Question:** Item 6.17 defines a receptacle, can or container volume as “not less than ten gallons and not to exceed thirty-five gallons. Are 64 gallon and 96 gallon containers not authorized for use? **Answer:** Garbage receptacles may be utilized up to 96 gallons, however, recycle containers, supplied by the Contractor, shall not exceed 35 gallons.
20. **Question:** If the recycling container size is limited to 35 gallons, is the contractor expected to collect additional recycling materials that are left curbside but outside of the container? **Answer:** Yes, as long as it is contained in some form or fashion.
21. **Question:** Page 9, #2 Spillage. Doesn't this effectively prevent trucks from packing anywhere in the City? **Answer:** No. It is required that care must be taken when loading trucks to prevent spillage and to ensure that trucks are at all times in appropriate working condition so as to prevent leakage of contents on the roadways.
22. **Question:** RFP mentions that yard waste must be collected on a non-solid waste day. Does that mean any solid waste day or specifically the customers MSW day? **Answer:** Yard waste pick-ups shall be on one day during the week throughout the City. It is currently on Wednesday.
23. **Question:** If necessary, can the contractor work on Saturday (6-day week)? **Answer:** The only pick-ups allowed on Saturdays would be doorstep hazardous waste, emergencies, and alternative holiday schedules.
24. **Question:** Does the City realize that the present policy of no CPI actually increases the overall cost to the City? The contractor's costs are front loaded to capture projected costs of doing business over the term of the contract. The longer the contract term impacts the beginning price incrementally for projected costs of doing business. For example, if the CPI is 3%, and fuel is flat with no adjustment for the calendar year, the contractors' margins have decreased. **Answer:** See Question 12 above.
24. **Question:** Will the City reconsider an annual CPI? **Answer:** See Question 12.
25. **Question:** Will the City allow automation of trash removal? **Answer:** No. Only recycling can be bid as an automated service.
26. **Question:** In order for the City's solid waste hauler to assist in emergencies, does it need to be a named event? **Answer:** The City currently contracts with specific companies for debris removal and monitoring services. However, the City may call upon the contracted solid waste hauler to assist in smaller emergency events as needs arise.
27. **Question:** Does the City need to have real-time access to GPS information of the trucks on a daily basis? **Answer:** No. The City will only require information as the need arises and it must be provided within 24 hours.
28. **Question:** The yard waste volumes described on Page 3 of the Request for Proposal seem low. **Answer:** The numbers listed are average monthly numbers and need to be multiplied by 12 to obtain annual tonnage rates.

29. **Question:** Do we need to list all references within the state for the last two years? We have hundreds of customers. **Answer:** You may provide only those references that are of similar size and scope of the City of Palm Coast (households between 30,000-40,000).
30. **Question:** Is all the pricing required in the proposal per month per residential household? **Answer:** Yes, unless otherwise directed.
31. **Question:** If our legal representatives have questions about the wording of the Contract, is that addressed through the addendum process? **Answer:** Yes.
32. **Question:** Can you provide the last six months of assessed liquidated damages to your current hauler? **Answer:** This information will be provided in a subsequent addendum.
33. **Question:** Who is your current hauler and how much are your monthly charges? **Answer:** Waste Pro is our current solid waste provider and see "Attachment B" of this addendum for monthly charges.
34. **Question:** Can we get the last twelve months of disposal tickets (per month)? **Answer:** This information will be provided in a subsequent addendum.

The remaining five questions pertaining to the recycle rewards program will be answered in a subsequent addendum:

35. Question: What is the utilization of the current rewards program (number of residents signed up)?
36. Question: Is the program available as a mobile app and if so, what is the resident utilization?
37. Question: How many local and national reward partners do they currently have?
38. Question: How many enrolled residents redeem rewards each month?
39. Question: Does the current program offer any education and outreach to residents?

**General information:**


Effective immediately, any and all communication regarding this RFP must be directed to Dianne Torino, Contract & Risk Manager, [dtorino@palmcoastgov.com](mailto:dtorino@palmcoastgov.com), 386-986-2339. No other communications are allowed with any other City staff or elected officials.


All references to "bid" within this Request for Proposal, shall be considered "proposal".

**Clarification:** It was indicated in the mandatory pre-bid conference that CNG collection vehicles would be required at the commencement of the contract, however, there is a 6 month grace period whereby diesel fuel trucks may be utilized until CNG vehicles can be ordered and delivered.

Acknowledgment:

  
\_\_\_\_\_  
Signature and Date

  
\_\_\_\_\_  
Printed Name and Title

  
\_\_\_\_\_  
Company Name

END OF ADDENDUM NO. 2

Page 4 of 4  
RFP-ADM-16-01

Pg 8

Collection and Disposal of Residential Solid Waste, yard and Bulk Waste and Recycling  
Addendum #2

ADDENDUM NO. 3

RFP-ADM-16-01

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

ISSUE DATE: September 9, 2016

DUE DATE: September 21, 2016 @ 2:00pm

SUBJECT: Questions & Answers

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the original Request for Proposal specifications.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

Effective immediately, any and all communication regarding this RFP must be directed to Dianne Torino, Contracts & Risk Manager, dtorino@palmcoastgov.com, 386-986-2339. No other communications are allowed with any other City staff or elected officials. Any Communications from this point forward directed to Brian Rothwell may not be received or responded to.

1. **Question:** Can you provide the last six months of assessed liquidated damages to your current hauler?  
**Answer:** Please see "Attachment A" included in this addendum.
2. **Question:** Can we get the last twelve months of disposal tickets (per month)? **Answer:** The City currently has no records responsive to the above request.

The following 5 questions pertain to the recycle rewards program:

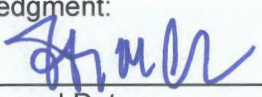
3. **Question:** What is the utilization of the current rewards program (number of residents signed up)?  
**Answer:** 13,011.
4. **Question:** Is the program available as a mobile app and if so, what is the resident utilization? **Answer:** Yes, however mobile app usage is not tracked. Websites are also constructed using RWD "responsible web design", meaning that the desktop pages are able to be viewed proportionately on any device. For that reason, many people don't ever use the app.
5. **Question:** How many local and national reward partners do they currently have? **Answer:** The number fluctuates, however, there are currently approximately 105 partners.
6. **Question:** How many enrolled residents redeem rewards each month? **Answer:** Only the number of offers downloaded are tracked. In order to track each redeemed coupon, the rewards company would need to electronically interact with each merchant's point of sale systems.
7. **Question:** Does the current program offer any education and outreach to residents? **Answer:** Yes.

8. **Question:** On addendum #2, question #3, please identify how many routes are currently run per day (by type). **Answer:** The City currently has no records responsive to the above request. Attachment A of Addendum #2 is the only route information the City currently has.
9. **Question:** What is the current container used to collect recycling, and who provides the container. **Answer:** 18 gallon bins are currently being utilized for recycling and the hauler provides them free of charge up to 3 containers per household.

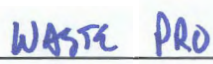
**General information:**

Please note that any verbiage related to construction documents and related drawings listed in the "Intent Paragraph" of Addendums 1 and 2 have been removed.

Acknowledgment:

  
\_\_\_\_\_  
Signature and Date

  
\_\_\_\_\_  
Printed Name and Title

  
\_\_\_\_\_  
Company Name

END OF ADDENDUM NO. 3



ADDENDUM NO. 4

RFP-ADM-16-01

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

ISSUE DATE: September 14, 2016

DUE DATE: September 21, 2016 @ 2:00pm

SUBJECT: Questions & Answers

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INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the original Request for Proposal specifications.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

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Questions related to this RFP will no longer be accepted after 4:00pm today, Wednesday, September 14, 2016. The due date for submissions has not changed and will be 2:00 pm on September 21, 2106.



ADDENDUM NO. 5

RFP-ADM-16-01

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

ISSUE DATE: September 15, 2016

DUE DATE: September 21, 2016 @ 2:00pm

SUBJECT: Questions & Answers

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the original Request for Proposal specifications.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

Clarifications:

The Performance Bond Form (Attachment K) to the RFP, will only need to be completed by the accepted proposer. For clarification, see Section 1, General Information and Definitions - Section 6.0 - Definition of Terms, subsection 6.26(b).

Each proposer must identify in their proposal, where and how CNG fuel will be dispensed for all collection vehicles and whether slow or fast-fill fueling will be utilized.

1. **Question:** On page 29 of the RFP, under financial Information, there is a requirement to include a "corporate disclosure statement". We are not familiar with this document. Can you please clarify what you are requesting? **Answer:** Please see Section 4, Page 28, Corporate Information. Please include in your proposal submission that you are a corporation in good standing with the State of Florida. This can be obtained from the Florida Secretary of State.
2. **Question:** If the City chooses either the 7 or 10 year alternate, will CPI adjustments be automatic starting in year 6 and annually thereafter? **Answer:** No. CPI adjustments must be requested, in writing, 90 days prior to the anniversary date of the Contract, beginning in year 6. The CPI adjustment will be calculated based on the CPI rate in effect on June 1 and will go into effect for the period beginning June 1 of each year requested. CPI adjustments cannot be retroactive to previous years. If at any time during the CPI adjustment period, there is a reduction in the rate, the City will automatically reduce the rates effective on the anniversary date of the Contract.
3. **Question:** Does the Contract require the old 18 gallon RCY bins to be replaced with new 18 gallon bins if a vendor is awarded the contract based on their base bid submittal? **Answer:** The bins currently provided to residents are the property of the current hauler.
4. **Question:** Would the City consider other technologies that can accurately measure recycling activities and award points as well as tracking participation and nonparticipation without the use of barcodes or RFID tags? **Answer:** The City will consider it.

5. **Question:** Will the City require yard waste to be free of inorganic material so as to provide more options for the disposal or recycling of yard waste? **Answer:** Yes, and if any inorganic materials are found, hauler will be required to tag the pile and notify the City.
6. **Question:** If the recycling commodity market does not offer a rebate for single stream materials will the city continue to expect a \$0.25 per home rebate? **Answer:** Yes.
7. **Question:** From the City's perspective, can the City describe the functional purpose of the camera system in collection vehicles? **Answer:** Safety.
8. **Question:** Does the current service provider use a sub-contractor for the Doorstep Hazardous Waste Program? How is it collected now? **Answer:** No. A truck and manpower are currently used.
9. **Question:** Can the City provide a history of hazardous material collected and how many scheduled pick-ups are scheduled and completed? **Answer:** Please see "Attachment A" included in this addendum for a listing of scheduled doorstep hazardous waste pick-ups over the course of the Contract. Amounts of collected waste are not known.
10. **Question:** Can the City provide a list of addresses via excel file for the purpose of routing and production calculations? **Answer:** Please see "Attachment B" included in this addendum.
11. **Question:** Will the City consider removing Glass from the list of recyclable materials that are collected? **Answer:** No.
12. **Question:** Will the City require all commercial collection vehicles to be a CNG fueled vehicle? **Answer:** Yes. See Project Manual, Section 2 – Scope of Services, Page 17, Collection Equipment.
13. **Question:** Can the City Provide the history of Tire disposal? How many tons per year? **Answer:** The City currently has no records responsive to this request.
14. **Question:** In the draft Agreement, Page 64, under Section 12, Insurance, Paragraph 4, would the City consider striking the phrase "or changed"? **Answer:** No.
15. **Question:** In the draft Agreement, Page 64, under Section 12, Insurance, would the City consider striking the phrase "by certified mail, return receipt requested"? **Answer:** No.
16. **Question:** in the draft Agreement, Page 64, under Section 12, Insurance, would the City consider revising the statement to allow for 60 days notification versus 30 days notification? **Answer:** No.
17. **Question:** The City is requesting a Proposal Security (Bid Bond) in the amount of \$500,000. This amount seems to be unusually high. Would the City consider reducing this amount? **Answer:** No.
18. **Question:** In Section 4, Instructions for the Preparation of Proposals, Current Workload. Can you please clarify what the City is looking for in terms of qualifications? **Answer:** After review of the City's project manual, and the services requested therein, please indicate how your company is best qualified to fulfill those requirements and needs of our residents.

19. **Question:** In the same Section, what specific information on the capital assets for equipment is being asked for? Is that all the equipment listed for each contract we service in Florida? If so, do we provide a number for all equipment broken down into various container sizes such as 2 yard FEL, 4 yard FEL, 20 yard roll, etc? For vehicles, is the City looking for us to provide a listing of all of our vehicles servicing individual contracts in the State of Florida including, current, make and model? **Answer:** Please provide the capital assets (collection vehicles - primary, secondary and backup) that you currently have on hand and ready to serve our community. This would include type, age, make and model. Back-up equipment is any and all equipment that must be able to respond to our needs within 2 hours of notification. If you currently do not have the equipment on hand, provide a detailed action plan on how your company will be able to fulfill those equipment needs by Contract start date of June 1, 2017. Please include all assets including vehicles, equipment and facilities. Information on assets serving other communities is not necessary.
20. **Question:** Can you provide more clarity on what is expected for a Statement of Financial Stability? Is that an internal document produced by our CFO or any officer in the company? Or does this come from an outside firm? **Answer:** External, or third party, audited financials will provide the information necessary to prove financial stability.
21. **Question:** Can you be more specific on what is expected from a Corporate Disclosure Statement? Does a Corporate Disclosure Statement come from within our company or does it originate from an outside firm? **Answer:** See Question #1 above.
22. **Question:** Is there a defined limit of Doorstep Hazardous Waste that each residential unit can produce per pick-up? For example, 4 cans of paint limit, etc. **Answer:** See Page 15, Doorstep Hazardous waste Item List. There will be no minimum levels, however, there will be maximum levels based upon the size of the collection vehicle, the types of hazardous waste accepted, and the level of hazardous waste collection and transportation certification obtained by the hauler.

Acknowledgment:

Signature and Date

Printed Name and Title

Company Name

END OF ADDENDUM NO 5



## EXHIBIT B

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

# EXHIBIT C

## **Selected and Modified Alternatives**

Waste Pro of Florida, Inc. consistent with the Section 6 – Price Proposal of the Request for Proposals response, provided additional pricing options for alternative terms, doorstep hazardous waste program, service enhancements, and reduced solid waste service.

In addition to the Scope of Services, the City has selected and this Contract includes the service enhancement of video/cameras in all collection vehicles. There is no additional cost for this service enhancement. Waste Pro of Florida, Inc. shall ensure video/cameras are present and operable in all collection vehicles through the term of this Contract.


In addition to the Scope of Services, the City and Waste Pro of Florida, Inc. have agreed, and this Contract includes, a modified Doorstep Hazardous Waste Program. Waste Pro of Florida, Inc. provided two pricing options for the Doorstep Hazardous Waste Program: (1) monthly charge per household of \$0.20, or (2) per resident pick-up of \$75.00. The modified Doorstep Hazardous Waste Program provides the City the option annually to determine the pricing option for the Doorstep Hazardous Waste Program. Sixty (60) days prior to the start of the Contract and each year thereafter, the City shall notify Waste Pro of Florida, Inc. in writing which pricing option the City elects. For the initial year of this Contract, the City elects to be charged \$75.00 per resident per pick-up. If the City does not notify Waste Pro of Florida, Inc. by stated timeline in subsequent years, the pricing option of the previous year under this Contract shall be automatically elected and continued. If the number of doorstep hazardous waste pickups exceed 4.5% of the number of households billed through this Contract, the City and Waste Pro of Florida, Inc. shall enter into good faith negotiations to revise the modified Doorstep Hazardous Waste Program.

All other alternatives and pricing options are rejected and are not included in this Contract.



## EXHIBIT D



<b>Submit Proposal To:</b> City of Palm Coast Purchasing & Contracts Management Division 160 Lake Avenue Palm Coast, FL 32164	<b>REQUEST FOR PROPOSALS</b> and Proposer Acknowledgment
<b>Contact:</b> Brian Rothwell Purchasing Manager 386-986-3731 – Phone 386-986-3724 – Fax <a href="mailto:brothwell@palmcoastgov.com">brothwell@palmcoastgov.com</a>	<b>RFP-ADM-16-01</b> <b>Administration – Solid Waste</b> <b>Collection and Disposal of Residential Solid</b> <b>Waste, Yard and Bulk Waste and</b> <b>Recycling</b>
<b>Pre-Proposal Meeting Date:</b> August 31, 2016 <b>(Mandatory)</b> <b>Pre-Proposal Meeting Time:</b> 1:00 pm <b>RFP Due Date:</b> September 21, 2016 <b>RFP Due Time:</b> 2:00pm	<b>Location of Public Opening:</b> City of Palm Coast Purchasing & Contracts Management Division 160 Lake Avenue Palm Coast, FL 32164
<b>Bidder's Name:</b> Waste Pro of Florida, Inc.	<b>Federal Employer ID Number or SS Number:</b> 59-3701785
<b>Business Address:</b> 2101 West State Road 434  <b>City:</b> Longwood <b>State:</b> Florida <b>Zip:</b> 32779	<b>If returning as "No Submittal", please return only this page and state why:</b>
<b>Type of Entity:</b> <i>(Circle one)</i> Corporation      Partnership      LLC Proprietorship      Joint Venture      Other	<b>Name (printed):</b> Tim Dolan <b>Title:</b> Tim Dolan <b>Date:</b> September 21, 2016
<b>Incorporated in the State of:</b> Florida <b>Telephone Number:</b> 386-586-0800 <b>Toll Free Telephone Number:</b> <b>Fax Number:</b> 386-586-0816 <b>E-mail:</b> tdolan@wasteprousa.com	X  _____ Authorized Signature

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

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

**Section 6 -  
Price Proposal**

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

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

Name of Proposer: Waste Pro of Florida, Inc.

Mailing Address: 401 S. Bay Street, Bunnell, FL 32110

Street Address: Same

City/State/Zip: \_\_\_\_\_

Phone Number: ( 386 ) 586-0800

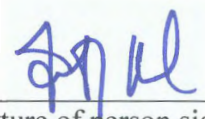
FAX Number: ( 386 ) 586-0816

Pursuant to and in compliance with the Request for Proposal, Instructions and Information for Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Scope of Services and the cost of the Scope of Services at the places where the Services are to be performed, hereby proposes and agrees to perform the Services and complete in a workmanlike manner, all of the Services required in connection with the required Scope of Services, all in strict conformity Contract Documents, including Addenda Nos. 1 through 5 **(which must be turned in with the RFP)**, on file at the Purchasing & Contract Management Division for the amount hereinafter set forth.

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

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 21st day of September, 20 16.

Waste Pro of Florida, Inc.  
(Name of PROPOSER)

  
(Signature of person signing FORM)

Tim Dolan  
(Printed name of person signing FORM)

Regional Vice President  
(Title of person signing FORM)

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

**PRICE PROPOSAL Continued**

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

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

Program as outlined herein under Section 2, Scope of Services, in the Request for Proposal.

Pricing shall be reflected as per household, per month, on a five-year Contract with no renewal option.

\$ 20.16 (monthly charge per residential household)

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

The following additional pricing options may or may not be included in the final Contract.

All prices shall be expressed as a monthly charge (increase or decrease) per residential household (unless otherwise specified).

**ALTERNATIVE TERMS**

\$ 0.00 7-Year Contract Pricing  
\$ 0.00 10-Year Contract Pricing

**DOORSTEP HAZARDOUS WASTE PROGRAM**

\$ 0.20 Doorstep Hazardous Waste Program (monthly charge per household)  
\$ 75.00 Doorstep Hazardous Waste Program (billed to the resident per pick-up)

**SERVICE ENHANCEMENTS**

\$ 0.00 Video/Cameras in Collection Vehicles  
\$ 1.18 Automated Recycling pick-up with 35 gallon toters (toters provided by hauler - maximum of two per household).

**REDUCED SOLID WASTE SERVICE**

\$ (1.91) Solid Waste Pick-Up once per week including all parameters as described in the base price above.

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

**Attachment A**  
**Proposer's Certification**

I have carefully examined the Contract Documents.

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

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

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

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

Name of Business

By:

Signature

Tim Dolan, Regional Vice President  
Name & Title, Typed or Printed

401 S. Bay St.  
Mailing Address

Bunnell, FL 32110  
City, State, Zip Code

(386) 586-0800  
Telephone Number

Sworn to and subscribed before me

This 21st day of

September 20 16

Brandy H. Bramer  
Signature of Notary

Notary Public, State of Florida

Personally Known

OR

Produced Identification

Type:



BRANDY H. BRAMER  
MY COMMISSION # FF 943560  
EXPIRES: April 13, 2020  
Bonded Thru Budget Notary Service

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

**Attachment B**  
**Conflict of Interest Statement**

STATE OF FLORIDA )

) ss

City OF Bunnell )

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

1. I am the Regional Vice President of Waste Pro of Florida, Inc. with a local office in Bunnell, Florida and principal office in Longwood, Florida.

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

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

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

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

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

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

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

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

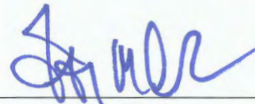
Continued on next page.



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

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

DATED this 21st day of September, 20 16.



Signature of Affiant

Tim Dolan

Typed/Printed Name of Affiant

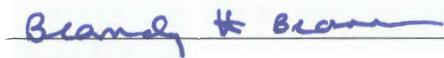
Regional Vice President

Title

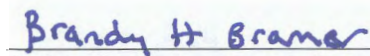
Sworn to and subscribed before me this 21st day of September, 20 16.

Personally known ☒ or produced identification \_\_\_\_\_ (type of identification).

Notary Public - State of Florida



My commission expires 4/13/2020



(Printed typed or stamped commissioned name of notary public)



BRANDY H. BRAMER  
MY COMMISSION # FF 943560  
EXPIRES: April 13, 2020  
Bonded Thru Budget Notary Services

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

**Attachment C**  
**Compliance with the Public Records Law**

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

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

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

Company Name: Waste Pro of Florida, Inc.

Authorized representative (printed): Tim Dolan, Regional Vice President

Authorized representative (signature): 

Date: 

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

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

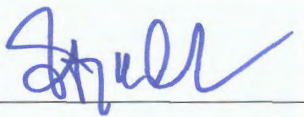
**Attachment D**  
**Drug-Free Work Place Form**

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that  
Waste Pro of Florida, Inc. does:

(Name of Business)

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

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



Signature

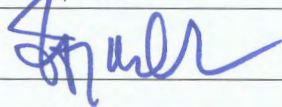
Tim Dolan, Regional Vice President  
Print Name & Title

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

**Attachment E**  
**Americans with Disabilities Act Affidavit**

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

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

Contractor: Waste Pro of Florida, Inc.  
Signature:   
Printed Name: Tim Dolan  
Title: Regional Vice President  
Date: September 21, 2016

Affix Corporate Seal

STATE OF Florida )  
 ) ss  
COUNTY OF Seminole )

The foregoing instrument was acknowledged before me this 21st day of September, 2016, by Tim Dolan, Regional Vice President of Waste Pro of Florida, Inc. firm), on behalf of the firm. He/She is personally known to me or has produced \_\_\_\_\_ identification.



BRANDY H. BRAMER  
MY COMMISSION # FF 943560  
EXPIRES: April 13, 2020  
Bonded Thru Budget Notary Services

Brandy H. Bramer  
Print name Brandy H. Bramer  
Notary Public in and for the County  
and State Aforementioned

My commission expires: 4/13/2020

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

**Attachment F**  
**City of Palm Coast Vendor Registration Form**

\*If already on file, please state so.

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

**Brief description of goods or services you are providing:**

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

City Department Contact	Dianne Torino				
Company	Waste Pro of Florida, Inc.				
Address	401 S. Bay Street				
Address					
City	Bunnell	State:	Florida	Zip Code:	32110
Contact	Tim Dolan				
Phone #	(386) 586-0800		Fax #:	386-586-0816	
E-mail	tdolan@wasteprousa.com		Internet:	www.wasteprousa.com	
FEID/SSN:	59-3701785	Check Appropriate Box:	Individual Sole/ Proprietor	Corporation XX	Partnership Other
Primary Commodity Code	92966				
Secondary Commodity Codes					

**INSTRUCTIONS**

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

**COMMODITY CODE**

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

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

**STATE OF FLORIDA BUSINESS REGISTRATION**

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

Continued on next page.



# IRS CERTIFICATION

Under Penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. Person ▶		Date▶ 09/21/16
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**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

## COMMODITY CODES

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

91558 Direct Mail Services  
 5714 Draperies, Blinds, Window Coverings, & Upholstery  
 5912 Drug Stores & Pharmacies  
 9611 Economic Consultant  
 96155 Mined or Quarried Materials, all types  
 99999 Mold Remediation & Drying  
 327208 Monuments & Grave Markers  
 94664 Mortgage bankers  
 07012 Motorcycles & Parts & Supplies  
 5112 Office Supplies (not equipment or furniture)  
 93959 Office Equipment (not computers or furniture)  
 99874 Oil, Grease & Related Petroleum Products  
 64043 Packaging Materials, nec  
 91461 Painting Contractors (not auto)  
 96755 Paints, Varnishes, & Supplies (all types)  
 70069 Paper Mills & Distributors  
 4119 Paratransit Services  
 94050 Passenger Transportation Services, all types  
 91885 Personnel & Human Resource Consultants  
 91059 Pest Control Services  
 99876 Photo Equipment, Film & Supplies  
 65804 Pipe: Metal, all types  
 65858 Pipe: Polyethylene & PVC  
 92672 Planning & Zoning Consultants (land use, impact fees,  
 98154 Plumbing Supplies  
 91468 Plumbing Contractors  
 57895 Potable Water Services  
 99881 Printing Trades Equipment & Supplies  
 8743 Public Relations Services  
 91573 Public Safety Equipment & Supplies  
 72056 Pumps & Pumping Equipment  
 95883 Real Estate Agencies  
 91889 Real Estate Appraiser Services  
 57096 Recycled Metal Products  
 0120 Recycled Paper Products  
 64066 Recycled Plastic Products  
 92677 Recycled Products, nec  
 92677 Recycling Centers & Processors  
 57864 Recycling Equipment & Supplies  
 74059 Refrigeration Equipment & Supplies

90921 Metal Building, all types  
 3441 Metal-Fabricated, all types  
 3399 Metals-Primary Suppliers (iron, steel, alum., etc)  
 92966 Refuse Collection Svcs., includes recycling collection  
 14560 Roofing Contractors  
 77072 Roofing, Siding & Insulation Materials  
 75077 Sand, Gravel, Rock related products  
 99889 School Equipment & Supplies  
 72554 Security Systems & Services  
 57054 Sheet Metal Work, all types  
 90086 Shoes, all types  
 80150 Signs, all types  
 79050 Sod, Hay, Seeds, Shrubs & Trees, etc.  
 99891 Sporting, Athletic, Playground & Recreation Goods  
 65062 Sports Lighting Equipment & Fixtures  
 99080 Surveying Services  
 91576 Telephone Service Providers, Local & Long Distance  
 72555 Telephone Equipment, Accessories, includes cellular  
 90783 Testing Services, Engineering (not medical)  
 99882 Tires & Tubes, Sales & Service  
 99893 Tires, Sale of Surplus  
 95387 Title Abstract Services  
 95954 Towing Services, Car & Truck  
 55089 Traffic Signals, Supplies & Services  
 92593 Traffic Engineering Services  
 12090 Trailers, all types  
 95290 Training & Development Consultants  
 99820 Transit Vehicles: Bus, Coach, Paratransit  
 96178 Travel Agencies  
 96239 Trucking & Hauling Services (materials, not people)  
 07048 Trucks: Bucket  
 07048 Trucks: Catch Basin & Vacuum  
 07051 Trucks: Medium & Heavy Duty  
 20085 Uniforms, all types  
 98587 Voting Machines, Equipment & Maintenance  
 98184 Water, Sewer & Utility Equipment & Supplies  
 96896 Water, Sewer, & Utility Construction & Supplies  
 54596 Water Well Drilling & Supplies  
 96897 Wrecking & Demolition Work

**Attachment G**  
**Summary of Litigation and License Sanctions**

\*If not applicable, please state so.

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

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

**Daytona Beach**

October 2015	\$24,650
April 2016	\$12,500

**Port Orange**

September 2015	\$16,800
October 2015	\$37,800
November	\$11,100

**Jacksonville**

April 2015	\$16,125
March 2016	\$10,525
April 2016	\$23,450
June 2016	\$19,750

Veolia Solid Waste, Inc. v. City of Port Orange, FL and Waste Pro of Florida, Inc. 17th Judicial Circuit, Case #2011-CA-03236.

After franchise negotiations between Veolia nad Port Orange broke down on 10/28/11, the City refused to extend temporary contract & awarded and emergency contract to Waste Pro. Veolia sued the City and Waste Pro, both parties settled the case.

Waste Pro of Florida, Inc. v. Slid Waste Authority of Palm Beach County, FL, 15th Judicial Circuit Court, Case #CA-2454-AO. Waste Pro filed action for declaratory and injunctive relief seeking determination whether an ITB from Solid Waste Authority was amended by Authority's answers to certain questions set forth in an addendum to ITB. Matter resolved and Waste Pro became hauler for Palm Beach County.

Waste Pro of Florida, Inc. v. Flagler County School Board, Perry Mitrano, an individual, and City of Bunnell, FL in the circuit Court of the 7th Judicial Circuit. Waste Pro filed action for declaratory and injunctive relief seeking determination of whether Bunnell can circumvent State competitive bidding process and negotiate a contract through ILA. Case settled.

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

**Attachment H**

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

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

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

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

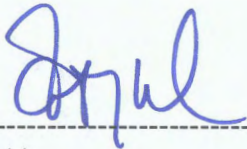
Waste Pro of Florida, Inc.

Organization Name

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

Tim Dolan, Regional Vice President

Names and Titles of Authorized Representative(s)



Signature(s)

September 21, 2016

Date

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



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

**Attachment I**  
**Certificate of Corporation**

*\*Dates Not Required Until Award of Contract.\**

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

**STATE OF FLORIDA**

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

**FEI NUMBER** \_\_\_\_\_

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

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

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

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Corporate Secretary (printed)

**\*See attached document "Action by Written Consent of the Board of Directors"**

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

ACTION BY WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS OF  
WASTE PRO OF FLORIDA, INC.

---

The undersigned, being a majority of the members of the Board of Directors of Waste Pro of Florida, Inc., A Florida corporation (the "Corporation"), do hereby consent to the following actions without the necessity of meeting of the Board of Directors:

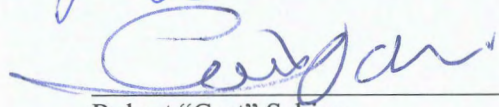
RESOLVED, that any duly elected officer of the Corporation, including without limitation, Timothy Dolan, Regional Vice President, is hereby authorized to execute and deliver on behalf of the Corporation, documents pertaining to the Palm Coast RFP-ADM-16-01; Collection and Disposal of Residential Solid Waste, Yard and Bulk Waste and Recycling

The undersigned, constituting a majority of the Directors of the Corporation, hereby execute this Action by Written Consent effective as of the 12 day of September, 2016.



DIRECTORS

  
\_\_\_\_\_  
John J. Jennings

  
\_\_\_\_\_  
Robert "Cort" Sabina

**Attachment J**  
**Public Entity Crime Form**

Any person or affiliate who has been placed on the convicted vendor list following a conviction to a public entity may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Tim Dolan, Regional Vice President Authorized Agent or Official for  
Waste Pro of Florida, Inc. by signing below hereby certifies that neither he/she nor the firm  
of Waste Pro of Florida, Inc. is or has been placed on the convicted vendor list, now or  
within the period of thirty six (36) months.

Signed By: \_\_\_\_\_

President/Authorized Agent or Official

Witnessed By: \_\_\_\_\_

State Of: Florida

County Of: Seminole

The foregoing instrument was acknowledged before me this 21st day of September, 20 16, by  
Tim Dolan, Regional Vice President, ~~President~~, Authorized Agent or Official of Waste Pro of Florida, Inc.,  
a Florida Company, who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

Brandy H. Bramer  
Notary Public, State of Florida



BRANDY H. BRAMER  
MY COMMISSION # FF 943560  
EXPIRES: April 13, 2020  
Bonded Thru Budget Notary Service

Commission No. FF 943560

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**



Bond Number \_\_\_\_\_

**PERFORMANCE BOND**  
**(\$3,000,000.00)**

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

**KNOW ALL MEN BY THESE PRESENTS:** that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

Contractor's Telephone Number: \_\_\_\_\_

a \_\_\_\_\_, hereinafter  
(Corporation, Partnership or Individual)

called Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

Surety's Telephone Number: \_\_\_\_\_

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

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

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

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

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

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



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

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

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

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

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

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

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

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

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Contract Documents.

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

**IN WITNESS WHEREOF**, this instrument is executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

By \_\_\_\_\_  
(Principal) Secretary

Name \_\_\_\_\_  
(Type)  
(Corporate Seal)

\_\_\_\_\_  
Witness to Principal

Name \_\_\_\_\_  
(Type)

\_\_\_\_\_  
Witness to Principal

Name \_\_\_\_\_  
(Type)

ATTEST:

By \_\_\_\_\_  
(Surety) Secretary

Name \_\_\_\_\_  
(Type)  
(Corporate Seal)

\_\_\_\_\_  
Witness as to Surety

Name \_\_\_\_\_  
(Type)

\_\_\_\_\_  
Witness as to Surety

Name \_\_\_\_\_  
(Type)

\_\_\_\_\_  
Principal (Contractor)

By \_\_\_\_\_

Name \_\_\_\_\_  
(Type)

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
City/State/Zip \_\_\_\_\_

\_\_\_\_\_  
Surety

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

By \_\_\_\_\_  
Attorney-in-fact

Name \_\_\_\_\_  
(Type)

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_

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

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

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

September 19<sup>th</sup>, 2016

**RE:** Waste Pro of Florida, Inc.  
3705 St. John's Parkway  
Sanford, FL 32771

**Project:** RFP-ADM-16-01 Administration – Solid Waste Collection and Disposal of  
Residential Solid Waste, Yard and Bulk Waste and Recycling

To Whom It May Concern:

Waste Pro is bonded by RLI Insurance Company. RLI Insurance Company maintains an "A+" / XI rating with A.M. Best Company and has a U.S. Treasury listing of \$69,343,000.

If Waste Pro is the successful bidder on the above referenced project under consideration and requests that we provide a Performance bond (\$3,000,000.00), we will be prepared to execute such bonds subject to our normal underwriting.

Our consideration of each bond is subject to acceptance of bond forms, terms and conditions of each contract to be considered as well as confirmation that the current financial position supports such an obligation.

It is understood, of course, that any arrangement for the Performance bond is a matter between Waste Pro and ourselves and we assume no liability to you or to your third parties if for any reason we do not execute said bonds.

RLI Insurance Company is duly authorized to do business in all States including Florida.

Very truly yours,

RLI INSURANCE COMPANY

By: 

Carl Thomas McFarland, Jr.

Attorney-in-Fact





RLI Surety  
9025 N. Lindbergh Dr. | Peoria, IL 61615  
Phone: (800)645-2402 | Fax: (309)689-2036  
www.rlicorp.com

## POWER OF ATTORNEY

### RLI Insurance Company

#### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:  
Lisa Pless, Carl Thomas McFarland, Jr., jointly or severally

in the City of Atlanta, State of Georgia its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 1st day of August, 2016.



**RLI Insurance Company**

By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

#### CERTIFICATE

On this 1st day of August, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 19th day of September, 2016.

By: Jacqueline M. Bockler  
Jacqueline M. Bockler Notary Public



**RLI Insurance Company**

By: B. W. Davis  
Barton W. Davis Vice President





RLI Insurance Company  
P.O. Box 3967 Peoria IL 61612-3967  
Phone: 309-692-1000 Fax: 309-683-1610

# RLI Insurance Company

December 31, 2015

## Admitted Assets

### Investments:

Fixed maturities	\$ 649,350,928
Equity securities	886,479,641
Short-term investments	3,616,870
Real estate	25,589,667
Properties held to produce income	0
Cash on hand and on deposit	14,281,348
Other invested assets	19,263,658
Receivables for securities	925,099
Agents' balances	75,730,616
Investment income due and accrued	6,471,239
Funds held	4,000
Reinsurance recoverable on paid losses	22,790,869
Federal income taxes receivable	243,641
Net deferred tax asset	0
Guarantee funds receivable or on deposit	55,809
Electronic data processing equipment, net of depreciation	733,924
Receivable from affiliates	12,292,822
Other admitted assets	7,263,351

Total Admitted Assets \$ 1,725,093,482

State of Illinois }

County of Peoria }

## Liabilities and Surplus

### Liabilities:

Reserve for unpaid losses and loss adjustment expenses	\$ 467,302,987
Unearned premiums	232,132,017
Accrued expenses	61,363,378
Funds held	675,513
Advance premiums	5,797,135
Amounts withheld	60,525,980
Dividends declared and unpaid	23,945
Ceded reinsurance premium payable	24,419,854
Payable for securities	1,992,972
Statutory penalties	212,600
Current federal & foreign income taxes	0
Federal income tax payable	4,647,648
Borrowed money and accrued interest	0
Drafts outstanding	0
Payable to affiliate	24,369
Other liabilities	708,686

Total Liabilities \$ 859,825,084

### Surplus:

Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	612,816,939

Total Surplus \$ 865,268,398

Total Liabilities and Surplus \$ 1,725,093,482

The undersigned, being duly sworn, says: That he is the President of **RLI Insurance Company**; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of \_\_\_\_\_ and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2015.

Attest:



{ Corporate  
Seal  
Affixed }

Craig Kliethermes

President

Cherie L. Montgomery

Assistant Secretary

Sworn to before me this 9th day of March, 2016.



{ Notarial  
Seal  
Affixed }

Jacqueline M. Bockler

Notary Public, State of Illinois

M0058316

ATTACHMENT L

**BASE FEE PRICING WORKSHEET**

Rates to be expressed as per residential household per month.

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

Collection Fee:	<u>6.09</u>	Monthly
Disposal Fee:	<u>4.48</u>	Monthly
Fuel component:	<u>.92</u>	Monthly
Sub Total:	<u>11.49</u>	Monthly

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

Collection Fee:	<u>2.23</u>	Monthly
Disposal Fee:	<u>.36</u>	Monthly
Fuel Component:	<u>.23</u>	Monthly
Sub Total:	<u>2.82</u>	Monthly

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

Collection Fee:	<u>5.05</u>	Monthly
Fuel Component:	<u>.46</u>	Monthly
Recycle Rewards:	<u>.34</u>	Monthly
Sub Total:	<u>5.85</u>	Monthly

**TOTAL MONTHLY COST PER RESIDENT:** \$ 20.16 MONTHLY

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

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALM COAST**  
**AND WASTE PRO OF FLORIDA, INC. REGARDING A PORTION OF THE**  
**RESIDENTIAL SOLID WASTE COLLECTION AND**  
**DISPOSAL SERVICES CONTRACT**

**THIS MEMORANDUM OF UNDERSTANDING** ("MOU"), made and entered into on this 6<sup>th</sup> day of August, 2018, between the City of Palm Coast, ("City"), and Waste Pro of Florida, Inc. ("Contractor") (collectively referred to as "Parties") pertains to that Residential Solid Waste Collection and Disposal Services Contract previously made and entered into on the 27th day of January 2017 between the Parties.

**WHEREAS**, the Parties entered into a Residential Solid Waste Collection and Disposal Services Contract on January 27, 2017 ("Contract"); and

**WHEREAS**, in accordance with Section 5, Term of Contract, the Contract commenced on June 1, 2017; and

**WHEREAS**, Section 23, Contract Documents, incorporates Exhibit A, the Request for Proposal and Addendums, as part of the Contract; and

**WHEREAS**, the Fuel Adjustment Component of Contractors rates is set forth in Exhibit A, Section 2, Scope of Service, Subsection 5.0 Compressed Natural Gas Program, Payment, Billing and Rate Adjustments, item 3(a) Fuel Adjustment Component, (at top of page 16), and is further explained in Addendum #2 Question 12 Answer; and

**WHEREAS**, both Parties agree that the fuel adjustment component wording referenced above requires more specificity as to how to calculate the adjustment, when to apply an adjustment, time of annual notification, time of effectiveness of adjustment, and if any adjustment is required, and desire to agree to their mutual understandings accordingly.

**NOW THEREFORE**, in consideration of the mutual understandings and agreements contained herein, the parties agree to the following:

**SECTION 1. RECITALS.** The above recitals are true and correct and are incorporated herein.

**SECTION 2. FUEL ADJUSTMENT CALCULATION.** The Fuel Adjustment Component in Exhibit A of the Contract, as described above, and Addendum #2 Question 12 Answer are understood to calculate the Base Fuel Adjustment, and any changes to it, in the following manner:

The Base Fuel Adjustment as of the commencement of the Contract is 2.98, which is the Henry Hub National Gas Spot Price (monthly) for June 2017 (*as set forth in the Henry Hub Fuel Index which is found at <https://www.eia.gov/dnav/ng/hist/rngwhhdM.htm>*). During the term of the Contract, Contractor shall notify City by August 1st of each contract year as to whether an increase, decrease, or no change is required to be made to the fuel component of the then current annual rates charged to City by Contractor. Such notification shall be provided with supporting documentation including a copy of the Henry Hub National Spot Price Index page. The calculation of whether there shall be an increase, decrease or no change to the fuel component of Contractor's rates shall be based on whether the Henry Hub Gas Spot Price (monthly) for June of the then



current year (which is published in or about July of the then current year) has either increased or decreased by at least five (5) percent from the then current Base Fuel Adjustment. If there is such an increase or decrease, then the fuel component of Contractor's rates shall be adjusted by the same percent rate of change (the % difference between the Base Fuel Adjustment and the June Gas Spot Price). Such change, if any, shall take effect for services rendered beginning on October 1<sup>st</sup> of the then current contract year. Once a change is made, the June Gas Spot Price used to determine the change, shall become the new Base Fuel Adjustment for purposes of determining another change to the fuel component of Contractor's rates. Each time a change is made, the Base Fuel Adjustment will change accordingly.

The two step formula for calculating the change is as follows:

Step One: June Gas Spot Price – Base Fuel Rate Adjustment = Rate Change  
Step Two: Rate Change divided by Base Fuel Rate Adjustment = % change.

The following are two hypothetical examples:

Example One (Increase) - Base Fuel Rate Adjustment is 2.98. Year 3, the June Gas Spot Price is 3.20. In this example, the % change is a 7.4% increase. The Residential Curbside Collection of Refuse fuel component of \$0.92 will increase to \$0.99. The new Base Fuel Adjustment is now 3.20. The next time a change takes place is when there is at least a 5% increase or decrease in the June Gas Spot Price in comparison to the 3.20 Base Fuel Adjustment.

Example Two (Decrease) - Base Fuel Rate Adjustment is 2.98. Year 3, the June Gas Spot Price is 2.78. In this example, the % change is a 7% decrease. The Residential Curbside Collection of Refuse fuel component of \$0.92 will decrease to \$0.86. The new Base Fuel Adjustment is now 2.78. The next time a change takes place is when there is at least a 5% increase or decrease in the June Gas Spot Price in comparison to the 2.78 Base Fuel Adjustment.

**SECTION 3. DISCLAIMER OF THIRD PARTY BENEFICIARIES.** This MOU is solely for the benefit of the formal Parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this MOU.

**SECTION 4. SEVERABILITY.** Each provision of this MOU is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this Agreement.

**SECTION 5. ENTIRE AGREEMENT.** This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between parties relating to the subject matter of this MOU. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

**SECTION 6. MODIFICATION.** This MOU may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith, approved by the Parties to this MOU.

**IN WITNESS WHEREOF,** the Parties to this MOU through their duly authorized representatives have executed this MOU as of the day and year first written above and certify that they have read, understood, and agreed to the terms and conditions of this

MOU as set forth herein. The Parties have caused this MOU to be effective on the date written above.

CITY OF PALM COAST, FLORIDA

BY: 

Name: Jim Landon

Title: City Manager

Date: 8/6/18

WASTE PRO OF FLORIDA, INC.

BY: 

Authorized Representative

Name: Ken DeForest

Title: Division Manager

Date: 8/6/2018



**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALM COAST**  
**AND WASTE PRO OF FLORIDA, INC. REGARDING A PORTION OF THE**  
**RESIDENTIAL SOLID WASTE COLLECTION AND**  
**DISPOSAL SERVICES CONTRACT**

**THIS MEMORANDUM OF UNDERSTANDING** ("MOU"), made and entered into on this 6<sup>th</sup> day of August, 2018, between the City of Palm Coast, ("City"), and Waste Pro of Florida, Inc. ("Contractor") (collectively referred to as "Parties") pertains to that Residential Solid Waste Collection and Disposal Services Contract previously made and entered into on the 27th day of January 2017 between the Parties.

**WHEREAS**, the Parties entered into a Residential Solid Waste Collection and Disposal Services Contract on January 27, 2017 ("Contract"); and

**WHEREAS**, in accordance with Section 5, Term of Contract, the Contract commenced on June 1, 2017; and

**WHEREAS**, Section 23, Contract Documents, incorporates Exhibit A, the Request for Proposal and Addendums, as part of the Contract; and

**WHEREAS**, the Fuel Adjustment Component of Contractors rates is set forth in Exhibit A, Section 2, Scope of Service, Subsection 5.0 Compressed Natural Gas Program, Payment, Billing and Rate Adjustments, item 3(a) Fuel Adjustment Component, (at top of page 16), and is further explained in Addendum #2 Question 12 Answer; and

**WHEREAS**, both Parties agree that the fuel adjustment component wording referenced above requires more specificity as to how to calculate the adjustment, when to apply an adjustment, time of annual notification, time of effectiveness of adjustment, and if any adjustment is required, and desire to agree to their mutual understandings accordingly.

**NOW THEREFORE**, in consideration of the mutual understandings and agreements contained herein, the parties agree to the following:

**SECTION 1. RECITALS.** The above recitals are true and correct and are incorporated herein.

**SECTION 2. FUEL ADJUSTMENT CALCULATION.** The Fuel Adjustment Component in Exhibit A of the Contract, as described above, and Addendum #2 Question 12 Answer are understood to calculate the Base Fuel Adjustment, and any changes to it, in the following manner:

The Base Fuel Adjustment as of the commencement of the Contract is 2.98, which is the Henry Hub National Gas Spot Price (monthly) for June 2017 (*as set forth in the Henry Hub Fuel Index which is found at <https://www.eia.gov/dnav/ng/hist/rngwhhdM.htm>*). During the term of the Contract, Contractor shall notify City by August 1st of each contract year as to whether an increase, decrease, or no change is required to be made to the fuel component of the then current annual rates charged to City by Contractor. Such notification shall be provided with supporting documentation including a copy of the Henry Hub National Spot Price Index page. The calculation of whether there shall be an increase, decrease or no change to the fuel component of Contractor's rates shall be based on whether the Henry Hub Gas Spot Price (monthly) for June of the then

current year (which is published in or about July of the then current year) has either increased or decreased by at least five (5) percent from the then current Base Fuel Adjustment. If there is such an increase or decrease, then the fuel component of Contractor's rates shall be adjusted by the same percent rate of change (the % difference between the Base Fuel Adjustment and the June Gas Spot Price). Such change, if any, shall take effect for services rendered beginning on October 1<sup>st</sup> of the then current contract year. Once a change is made, the June Gas Spot Price used to determine the change, shall become the new Base Fuel Adjustment for purposes of determining another change to the fuel component of Contractor's rates. Each time a change is made, the Base Fuel Adjustment will change accordingly.

The two step formula for calculating the change is as follows:

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Example Two (Decrease) - Base Fuel Rate Adjustment is 2.98. Year 3, the June Gas Spot Price is 2.78. In this example, the % change is a 7% decrease. The Residential Curbside Collection of Refuse fuel component of \$0.92 will decrease to \$0.86. The new Base Fuel Adjustment is now 2.78. The next time a change takes place is when there is at least a 5% increase or decrease in the June Gas Spot Price in comparison to the 2.78 Base Fuel Adjustment.

**SECTION 3. DISCLAIMER OF THIRD PARTY BENEFICIARIES.** This MOU is solely for the benefit of the formal Parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this MOU.

**SECTION 4. SEVERABILITY.** Each provision of this MOU is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this Agreement.

**SECTION 5. ENTIRE AGREEMENT.** This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between parties relating to the subject matter of this MOU. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

**SECTION 6. MODIFICATION.** This MOU may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith, approved by the Parties to this MOU.

**IN WITNESS WHEREOF,** the Parties to this MOU through their duly authorized representatives have executed this MOU as of the day and year first written above and certify that they have read, understood, and agreed to the terms and conditions of this

MOU as set forth herein. The Parties have caused this MOU to be effective on the date written above.

CITY OF PALM COAST, FLORIDA

BY: 

Name: Jim Landon

Title: City Manager

Date: 8/6/18

WASTE PRO OF FLORIDA, INC.

BY: 

Authorized Representative

Name: Ken DeForest

Title: Division Manager

Date: 8/6/2018

# WASTE PRO

---

401 S. Bay St • Bunnell, FL 32110 • Phone 386-586-0800 • Fax 386-586-0816

3/1/2021

CITY OF PALM COAST  
160 LAKE AVE, SUITE #214  
PALM COAST, FL 32164

ATTN: PURCHASINE OFFICE –ACCOUNTS PAYABLE

RE: RESIDENTIAL GARBAGE SERVICE FROM 2/01/21 -2/28/21  
PO# 20180618

CURBSIDE GARBAGE: (Household Trash & Yard Trash)

37,490 UNITS @ UNIT PRICE \$ 20.16 \$ 755,798.40

Subtotal \$ 755,798.40

FRANCHISE FEE ADJUSTMENT  
DEDUCT

-\$ 75,579.84

Subtotal \$680,218.56 PO

RECYCLE REBATE ADJUSTMENT  
DEDUCT GL 2104000-343410

-\$9,372.50 GL

**PLEASE PAY THIS AMOUNT**

**\$ 670,846.06**

# WASTE PRO

---

401 S. Bay St • Bunnell, FL 32110 • Phone 386-586-0800 • Fax 386-586-0816

4/1/2021

CITY OF PALM COAST  
160 LAKE AVE, SUITE #214  
PALM COAST, FL 32164

ATTN: PURCHASINE OFFICE –ACCOUNTS PAYABLE

RE: RESIDENTIAL GARBAGE SERVICE FROM 3/01/21 -3/31/21  
PO# 20180618

CURBSIDE GARBAGE: (Household Trash & Yard Trash)

37,639 UNITS @ UNIT PRICE \$ 20.16 \$ 758,802.24

Subtotal \$ 758,802.24

FRANCHISE FEE ADJUSTMENT  
DEDUCT

-\$ 75,880.23

Subtotal \$682,922.01 PO

RECYCLE REBATE ADJUSTMENT  
DEDUCT GL 2104000-343410

-\$9,409.75 GL

**PLEASE PAY THIS AMOUNT**

**\$ 673,512.26**



# WASTE PRO

---

401 S. Bay St • Bunnell, FL 32110 • Phone 386-586-0800 • Fax 386-586-0816

5/3/2021

CITY OF PALM COAST  
160 LAKE AVE, SUITE #214  
PALM COAST, FL 32164

ATTN: PURCHASINE OFFICE –ACCOUNTS PAYABLE

RE: RESIDENTIAL GARBAGE SERVICE FROM 4/01/21 -4/30/21  
PO# 20180618

CURBSIDE GARBAGE: (Household Trash & Yard Trash)

37,780 UNITS @ UNIT PRICE \$ 20.16 \$ 761,644.80

Subtotal \$ 761,644.80

FRANCHISE FEE ADJUSTMENT  
DEDUCT

-\$ 76,164.48

Subtotal \$685,480.32 PO

RECYCLE REBATE ADJUSTMENT  
DEDUCT GL 2104000-343410

-\$9,445.00 GL

**PLEASE PAY THIS AMOUNT**

**\$ 676,035.32**

# WASTE PRO

---

401 S. Bay St • Bunnell, FL 32110 • Phone 386-586-0800 • Fax 386-586-0816

6/1/2021

CITY OF PALM COAST  
160 LAKE AVE, SUITE #214  
PALM COAST, FL 32164

ATTN: PURCHASINE OFFICE –ACCOUNTS PAYABLE

RE: RESIDENTIAL GARBAGE SERVICE FROM 5/01/21 -5/31/21  
PO# 20180618

CURBSIDE GARBAGE: (Household Trash & Yard Trash)

37,906 UNITS @ UNIT PRICE \$ 20.16 \$ 764,184.96

Subtotal \$ 764,184.96

FRANCHISE FEE ADJUSTMENT  
DEDUCT -\$ 76,418.50

Subtotal \$687,766.46 PO

RECYCLE REBATE ADJUSTMENT  
DEDUCT GL 2104000-343410 -\$9,476.50 GL

**PLEASE PAY THIS AMOUNT \$ 678,289.96**

# WASTE PRO

---

401 S. Bay St • Bunnell, FL 32110 • Phone 386-586-0800 • Fax 386-586-0816

7/1/2021

CITY OF PALM COAST  
160 LAKE AVE, SUITE #214  
PALM COAST, FL 32164

ATTN: PURCHASINE OFFICE –ACCOUNTS PAYABLE

RE: RESIDENTIAL GARBAGE SERVICE FROM 6/01/21 -6/30/21  
PO# 20180618

CURBSIDE GARBAGE: (Household Trash & Yard Trash)

37,958 UNITS @ UNIT PRICE \$ 20.16 \$ 765,233.28

Subtotal \$ 765,233.28

FRANCHISE FEE ADJUSTMENT  
DEDUCT

-\$ 76,523.33

Subtotal \$688,709.95 PO

RECYCLE REBATE ADJUSTMENT  
DEDUCT GL 2104000-343410

-\$9,489.50 GL

**PLEASE PAY THIS AMOUNT**

**\$ 679,220.45**

# WASTE PRO

---

401 S. Bay St • Bunnell, FL 32110 • Phone 386-586-0800 • Fax 386-586-0816

8/2/2021

CITY OF PALM COAST  
160 LAKE AVE, SUITE #214  
PALM COAST, FL 32164

ATTN: PURCHASINE OFFICE –ACCOUNTS PAYABLE

RE: RESIDENTIAL GARBAGE SERVICE FROM 7/01/21 -7/3/21  
PO# 20180618

CURBSIDE GARBAGE: (Household Trash & Yard Trash)

38,071 UNITS @ UNIT PRICE \$ 20.16 \$ 767,511.36

Subtotal \$ 767,511.36

FRANCHISE FEE ADJUSTMENT  
DEDUCT

-\$ 76,751.14

Subtotal \$690,760.22 PO

RECYCLE REBATE ADJUSTMENT  
DEDUCT GL 2104000-343410

-\$9,517.75 GL

**PLEASE PAY THIS AMOUNT**

**\$ 681,242.47**



# city of PALM COAST

**Finance Department**  
Budget & Procurement Office

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

## ADDENDUM NO. 2

**Project:** RFP-CE-21-42 - RESIDENTIAL SOLID WASTE COLLECTION SERVICES

**Issue Date:** 8/25/2021


**Due Date:** 9/16/2021

**Intent:** This addendum is issued in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents prior to the date bids are due. Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

**For your bid to be considered RESPONSIVE, A signed and dated copy of the addendum must be included with the bid submittal.**

(See attached documents p1 – p3 for Addendum No 2 Info)

**Acknowledgment:**

 9/28/2021

Signature and Date

Inigo Sanz, CEO / President

Printed Name and Title

FCC Environmental Services, LLC

Company Name



please recycle

[palmcoastgov.com](http://palmcoastgov.com)





city of  
**PALM COAST**

## ADDENDUM NO. 2

### RESIDENTIAL SOLID WASTE COLLECTION SERVICES

RFP#: RFP-CE-21-42

To: Prospective Respondents

From: Cynthia Schweers, Director of Citizen Engagement

Date: August 25, 2021

---

This addendum is being issued to respond to the following questions which were either asked during the mandatory pre-proposal meeting regarding the RFP for residential solid waste collection services that was held on August 12, 2021 at 10am or were submitted in writing to the City prior to the questions deadline. Questions asked, and City responses are provided below:

**Q1:** The Service Contract intended to be awarded through this RFP process generally will maintain the same services as the current contract described above; however, the City is considering different alternatives for the style and frequency of certain Residential Collection Services. Who is providing carts for the residents now; the current contractor or is the resident providing the container?

A: Currently the city is not using the carts, the hauler provides recycling bins to the residents. Residents supply their own garbage cans.

**Q2:** What factors will be considered when reviewing the alternate bids where the vendor purchases the carts vs the bids where the residents provide the carts?”

A: There is no alternative where residents will “provide carts”. Either the vendor will provide the carts (for automated collection) or the residents will continue to provide their own garbage cans (manual) and the vendor will continue to replace recycling bins. Please review the table provided in Section 2.2 of the RFP that provides the style and frequency of service in each of the alternative scenarios.

**Q3:** Can the bidder propose a change of route including adding Wednesday/Saturdays for garbage pickup?

A. The City does not want to include weekends for regular garbage pickup.

**Q4:** Will the City increase the length of the contract term to seven years with 2 one-year options to renew?

A: See question 16 on first addendum.

**Q5:** Should the monthly rates submitted include the 10% franchise fee?

A. Reference Section 25, 25.1 The Franchise Fees for Collection Services shall be ten percent (10%) of the Contractor’s total gross billing for all Collection Services provided pursuant to this Service Contract. The City will withhold ten percent (10%) of what is billed to Residential Customers by the City from the Residential Collection Service payments to the Contractor.

**Q6:** Would the City consider extending the due date of the response to allow vendors to incorporate the responses received from the City?”

A. City will extend the due date to September 16, 2021 2pm

**Q7.** An initial term of only 5 years with the two (2) one (1) year renewal options at the sole discretion of the Council can only be viewed as a 5 year contract to any hauler wishing to participate. With an age of equipment mandate of no older than 9 years and a short term of 5 years is giving an advantage to the incumbent who already has equipment in place. If the City is looking for multiple competitive bids they should consider changing these terms.

Will the City consider changing the initial term of the agreement to 7 years. With or without any renewal?

A. See response to Q4 above.

**Q.8.** Will the City change the age requirement on all trucks to 4 years or less?

A. No, the City will maintain the nine years or less requirement.

**Q9.** Per the addendum, the bidder needs to submit a signed and dated copy of the addendum. Does the city want to the entire addendum with questions, contract and invoices or just the first page?

A: The entire signed and dated Addendum should be submitted.



# city of PALM COAST

Finance Department  
Budget & Procurement Office

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

## ADDENDUM NO. 3

**Project:** RFP-CE-21-42 – RESIDENTIAL SOLID WASTE COLLECTION SERVICES

**Issue Date:** 9/2/2021


**Due Date:** 9/30/2021

**Intent:** This addendum is issued in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents prior to the date bids are due. Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

**For your bid to be considered RESPONSIVE, A signed and dated copy of the addendum must be included with the bid submittal.**

(See attached documents p1 – p25 for Addendum No 3 Info)

**Acknowledgment:**

 9/28/2021  
\_\_\_\_\_  
Signature and Date

Inigo Sanz, CEO/ President

\_\_\_\_\_  
Printed Name and Title

FCC Environmental Services, LLC

\_\_\_\_\_  
Company Name





city of  
**PALM COAST**

## ADDENDUM NO. 3

### RESIDENTIAL SOLID WASTE COLLECTION SERVICES

RFP#: RFP-CE-21-42

To: Prospective Respondents

From: Cynthia Schweers, Director of Citizen Engagement

Date: September 2, 2021

---

This addendum is being issued to respond to the following questions which were submitted in writing to the City prior to the questions deadline regarding the RFP for residential solid waste collection services. Questions asked and City responses are provided below:

Q1. RFP Page 33, Section 9; Contract Page 38, Section 42: Section 9 of the RFP states that if there is a conflict between the proposal and the RFP, the RFP will control; however, Section 42 of the Contract states that the contract takes priority over any conflict or inconsistency in the RFP materials. Will the City please clarify what document will control after award?

A. The Contract will control after award.



Q2. RFP Page 47, Form 12, Section (f): This form states that a Proposer awarded the contract must provide a parent corporation guarantee. The parent corporation guarantee is also mentioned on RFP Page 37, Form 7, Section (b) – but nowhere else. Will the City please confirm that no parent corporation guarantee is required?

- A. If the Proposer is a wholly owned subsidiary, a parent corporation guarantee will be required of the winning proposer but is not required to be submitted with the proposal.

Q3. Contract Page 6, Section 1.32: Will the City please add language to the defined term “Force Majeure” to include disease/epidemic and governmental orders/actions with respect to such?

- A. The City will add a new subpart (e) to the definition of Section 1.32 Force Majeure as follows:  
“(e) epidemic, pandemic, or similar public health crisis for which governmental orders or actions impacts the Contractor’s ability to safely perform the services included in the Service Contract.”

Q4. Contract Page 12, Section 6.4: This section requires Contractor to provide emergency response services for collection of Solid Waste from City Property. Since the definition of Solid Waste contains sludge, biomedical waste, hazardous material, and radioactive waste, will the City please revise or add language to clarify that Contractor will in no event be responsible for collection of those waste streams, or types of Solid Waste that are outside the scope of Contractor’s services under the Contract?

- A. The City will revise Section 6.4 of the Service Contract as follows:  
“Contractor shall also provide City emergency response services for collection of Solid Waste, excluding Exempt Waste detailed in Section 10, from City property as directed by the City Manager.”

Q5. Contract Page 14, Section 6.10; Contract Page 16, Section 8.4: Will the City please revise this sections to clarify that Contractor is only responsible for damage caused by Contractor’s negligence/willful misconduct?

- A. No, the City will not modify Section 6.10 or 8.4.

Q6. Contract Page 25, Section 18.5: Will the City please consider revising this section to allow for a longer cure period (for example, 90 days), and to add the concept that the City cannot cancel or terminate the agreement if Contractor’s breach cannot be cured within the specified time period but Contractor is making good faith efforts to cure?

- A. No, the City will not modify Section 18.5 of the Service Contract, as the seven day cure period is from the point “the City through its Contract Manager gives notice of such default”. It is expected that a notice of default would not be the first communication between the Contractor and the City’s Contract Manager if service issues arise.

Q7. Contract Page 25, Section 18.5: Will the City please consider deleting the language allowing it to take possession of Contractor's equipment in the event of cancellation of the Contract?

- A. Yes, the City will modify Section 18.5 of the Service Contract by deleting the following (deletion shown as ~~strikethrough~~ text): ~~“the City may, at no cost to the City or compensation to the Contractor, take over the work and take possession, without further notice to the Contractor and without judicial proceedings, of any and all equipment of the Contractor and operate the same in performance of the work and services described in the Contract for the remaining term of the Contract, or for a period of six (6) months, whichever the City elects or”~~

The remainder of Section 18.5 remains unchanged.

Q8. Contract Pages 29-30, Section 12: Will the City please consider modifying as detailed below:

As new or increases to existing taxes and fees are outside the control of Contractor, will the City please add language to this section to clarify that a rate adjustment based on a change in law resulting in a new tax or fee or an increase to an existing tax or fee may be directly passed through to the City upon verification by the City (but not otherwise subject to approval by the City)?

- A. No, the City will not modify any rate adjustments related to taxes and fees.

Q9. There is no designated date or time period of reference for determining when something was reasonably foreseeable. Will the City please add language to clarify that the determination as to whether something is reasonably foreseeable is made as of the Effective Date?

- A. No, the City will not modify Section 23.5 Extraordinary Rate Adjustment to specify a time period of the effective date, as the nature of this section is to allow the Contractor to petition the City once each operating year for extraordinary circumstances that may arise each contract year.

Q10. Will the City please revise this section to clarify that approved rate adjustments will be made retroactive to the date of the event causing the rate adjustment?

- A. No, Sections 23.4 Rate Adjustments for Changes in Law and Section 23.5 Extraordinary Rate Adjustments will not be modified to make new rates retroactive.

Q11. Will the City add a time period within which it will approve or deny a rate adjustment request?

- A. No, the City will not modify Sections 23.4 or 23.5 to add a specific time period, as the timing may be dependent on the nature of the request and time required for the City Manager to review the request prior to making a recommendation to Council. Note that each of these sections states the review will be conducted “in a timely manner”.

Q12. As the City is not obligated to approve a rate adjustment request, if the rate adjustment request is not approved by the City, what is Contractor's recourse or remedy? Can Contractor have the ability to terminate the contract if the request is not approved?

- A. Should City reject the adjustment request, City will provide a justification and will attempt good faith negotiations for a more mutually acceptable adjustment. Should the parties not be able to come to agreement on the adjustment within 30 days of the initial request, Contractor may terminate the contract upon written notice. Such written Notice of Termination must provide for termination no earlier than 180 days from the Notice of Termination.

Q13. Contract Page 32, Section 24.5: Will the City please delete the language stating that the City will not make any adjustments for underpayments that occurred more than three months before Contractor notified the City of such? In the alternative, will the City please consider revising so that a longer time period is provided (for example, one year)?

- A. City will revise three months to six months.

Q14. Contract Page 34, Section 32: Will the City please consider adding language clarifying that Contractor will not be required to indemnify the City to the extent claims arise out of the City's negligence or willful misconduct?

- A. No change

Q15. The contract does not allow Contractor any right to terminate the contract if the City breaches the contract. Will the City please add language giving Contractor the right to terminate the contract in the event the City materially breaches the contract and does not cure following written notice of such material breach and a designated time period to cure such breach?

- A. No change

Q16. Will the City extend the RFP submittal date to September 30, 2021?

- A. Yes the City will extend the RFP date to September 30, 2021

Q17. Will the City amend the CPI to the Garbage and Trash Index, Water Sewer Trash Index, or fixed 3% annual increase? The cost associated with a solid waste and recycling hauling operation never decrease therefore we ask the city to please amend/delete the rollback CPI clause.

- A. No Change.

Q18. Will the City amend the requirement for having a hauling facility in Flagler County so a hauler can operate from outside the county?

- A. We will make this a preference rather than a requirement. However, if the Proposer does not have a facility in Flagler County, the Proposer must provide a plan for opening a satellite location within the County for storage of carts (should residential customers choose to pick up a cart), if applicable. A local phone number to receive customer service calls must be provided. The timing for implementation of a satellite location shall be included in the proposal and shall be considered a material breach if not fulfilled in accordance with the proposed plan.

Q19. Referenced a facility outside of Flagler County in adjacent Volusia County. The original release of the RFP made no mention or requirements on where the facility is located. To promote competition within the market and to keep pricing as competitive as possible, we respectfully request that a contiguous County be acceptable for a facility and equipment yard.

- A. See Q18.

Q20. Will the City delete the requirement of submitting liquidated damages? Reasoning for this request is all the haulers have received LDs.

- A. No, the City will not delete the requirement to submit liquidated damages. Note that the City is not requiring all liquidated damages be reported as part of Chapter 2, part e. The City requires “administrative fines, liquidated damages or other penalties were assessed or were deducted from the Proposer’s payments under a contract with a city, county, or governmental entity for Collection Services and such fines exceeded ten thousand dollars (\$10,000) in one month.”

Q21. Will the City amend the age of fleet to 10 years?

- A. No, the City will keep the age requirement for vehicles at nine years old, as calculated from the model year of the vehicle. (See Section 15.5 of the Service Contract).

Q22. Due to the significant amount of recycle bins that the current contractor has had to replace over the current contract period, will the City consider having the residents’ pay for additional bins under the new contract.

- A. No, the Contractor shall be responsible for providing new Recycling Bins to New Customers and replacing damaged Recycling Bins, as described in Section 14.3 of the Service Contract.

Q23. Under the new contract the CPI is capped at 4%. Current CPI’s are running at 5+%. This is not sustainable. Will the City consider using the Water/Sewer/Trash CPI index which more closely reflects this industry?

- A. See Q17 response.

Q24. Will the City please provide a copy of the Presentation made by staff at the April 13, 2021 Council meeting, at which council discussed options for waste collection and reviewed responses from customer survey?

- A. Yes, see attached PDF of the presentation given to Council on April 13, 2021. The attachment does not need to be returned with the signed addendum.

Q25. Will the City please provide a copy of the Solid Waste survey as referenced in the April 13, 2021 Council meeting along with the results as mentioned?

- A. Yes, see attached PDF containing the survey questions as well as the results presented to Council on April 13<sup>th</sup>. The attachment does not need to be returned with the signed addendum.

Q26. Addendum 1, Pg. 4, Q13, A: Please clarify: “contractor will have some discretion to determine whether to collect some and tag some and tag remaining.” This causes confusion under the current contract and can also create unnecessary fines.

- A. This question is related to the 2 cubic yard limit on yard waste set out by residents per weekly collection. If a resident sets out more than 2 cubic yards of yard waste, the City would prefer the Contractor collect none and tag the pile to educate the resident on the correct requirements.

Q27. Proposal Manual, Page 9-10, Section 3.18, Selection and Award, states: “The right is reserved to make a separate award of each item, group of items or all items...” Is it the City’s intent to make more than one award within this RFP as indicated in this section?

- A. No, the City does not intend to award to more than one winning proposer.

Q28. Draft Contract, Page 16, 8.4, add due to contractor negligence. We cannot be responsible for road damage due to weight of vehicle.

- A. The City will replace 8.4 as written with the following:

**8.4 Damaged Property Restoration**

For any damaged property for which the Contractor is responsible under Section 6.10 Protection of Private and Public Property, the Contractor shall, before the end of the next business day, complete any repair and/or replacement needed, to restore the property to at least as good as condition as it was in before damage. If not feasible to accomplish the restoration by the end of the next business day, such work shall be completed within a reasonable time, as established by the Contract Manager. Failure to do so within the time period prescribed above shall entitle and authorize the City to make such repairs/replacement and deduct the reasonable cost thereof, plus ten percent (10%) thereof for administrative expenses, from the next payment due to the Contractor.

Q29. Draft Contract, Pg. 36, 34.1 if extend under current terms and conditions (need CPI for those 6 months)

- A. 34.1 will be modified to reference the then current Rates “which may be modified by an annual CPI adjustment.”



Q30. Form 12, Certification of Cost, calls for signatures of President and Secretary of corporation. Will authorized signatory be acceptable?

A. Yes, authorized signatory is acceptable as long as a copy of the appropriate documents evidencing legal binding authority to sign on behalf of the Proposer is furnished to the City as part of the proposal.

Q31. The current bond for The City of Palm Coast, FL was recently replaced with the bond attached for the final year of this contract. In the RFP, the performance bond draft form is shown. Will the City still accept the sureties annualized bond form instead if Waste Pro is re-awarded the contract?

A. If the current vendor is awarded the new contract, the current vendor can continue the existing bond.

Q32. Addendum 1, Q10, Answer states: "Yard Waste...shall be either tied in a bundle, neatly stacked, placed in a can or bag and placed at the Curbside." Please clarify "neatly stacked" and what type of yard waste this refers to.

A. Neatly stacked yard waste could include small limbs or palm fronds, as two examples.

Q33. Draft Contract, Page 6, Section 1.32, Force Majeure, Will the City add the word "Pandemic" to this Section?

A. See response to Q3 above.

Q34. Draft Contract, Page 16, Section 8.4, Miscellaneous, "...repair all damage to property..." Will the City add "due to Contractor negligence" as Contractor cannot be responsible for road damage due to weight of vehicles.

A. See response to Q28 above.

Q35. Draft Contract, Page 29, Section 23.2, "CPI Adjustment not to exceed 4%", current CPI's are running at 5+%. Will the City remove the 4% cap?

A. See Q17

Q36. Will the City change the CPI adjustment date from October to the annual contract date of June 1?

A. No change. The City uses its fiscal year for timing. October 1<sup>st</sup> is the start of each new fiscal year.

Q37. Would a separate private contractor/vendor completing cart Assembly & Distribution have to be listed as a subcontractor?

A. Yes.

Q38. Draft Contract, Page 36, Section 34.1, Will the City include CPI for the six (6) months of extension under this Section?

A. See response to Q29.

Q39. Please clarify if bidder should include 10% Franchise Fee in pricing on the Pricing Schedule.

A. Every month, the City will deduct 10% from the Contractor's invoice. Therefore, the Proposers should account for this in their pricing but not include it as a separate item on Form 13 - Rates for Residential Collection Service.

Q40. Addendum #2, Q9, Answer states: "The entire signed and dated Addendum should be submitted." Including the entire Addendum 1, with questions, contract and invoices may be a larger file than can be uploaded to the Bonfire system in one file. Can just the signed Addendum with Questions and Answers be submitted, without the attached Contract and invoices?

A. Yes, we will accept the signed Addendum 1 with Questions and Answers, and without the attachments (contract and invoices) as complete.

Q41. Are we able to use the City of Palm Coast as a reference?

A. References should be from other customers, not from Palm Coast.

Q42. Proposal Manual Pg. 13, Section 4.2, Chapter 2, Section (e): Is the City referring to cases related to proposers' performance under Contracts for Collection Services or as to all parts of Proposer's business dealings, such as workers compensation, other civil cases, collection cases, etc.? Alternatively, will the city change the wording to limit the request as related to performance under contracts for collection services?

A. The requirement is limited to performance under collection services contracts with government entities. As stated in Chapter 2, Section (e), in relevant part: "if such proceeding arises from or is related to a dispute concerning the Proposer's rights, remedies or duties under a contract with a city, county, or other governmental entity for Collection Services"



We value your input. At this time, the City is seeking input from its residents regarding residential curbside collection services. The current contract expires May 2022.

This survey is intended for residents inside City limits receiving curbside service through the City of Palm Coast Utility bill.

You can either fill out this survey and return it to the City of Palm Coast 160 Lake Ave, Palm Coast FL 32164, go to this link [www.palmcoastgov.com/trash-survey](http://www.palmcoastgov.com/trash-survey) and fill it out electronically, or drop it off at any city location.

1. What is your overall impression of the current residential collection services provided in the City? (On a scale of 1 to 5, 1 being very dissatisfied and 5 being very satisfied) Please circle one

1      2      3      4      5

2. What is your top priority regarding your solid waste service?

- ☐ Quality Service
- ☐ Cost
- ☐ Consistent and timely pickups

3. Which of the following statements do you AGREE with regarding frequency of garbage collection? (Choose the one you most AGREE with)

- ☐ I would be fine with once per week collection, instead of the current twice per week collection
- ☐ I would accept once per week collection only if it reduced my monthly cost
- ☐ I need twice per week collection, and do not want the frequency of collection reduced

4. Which of the following statements do you AGREE with regarding style of garbage collection? (Choose the one you most AGREE with)

- ☐ I prefer using my own garbage cans
- ☐ I would accept a large City-provided wheeled container, if it reduced my monthly costs
- ☐ I would prefer a City-provided wheeled container to set out my garbage, regardless of cost

5. How often are you filling up your recycling bin(s)? (Choose one)

- ☐ Once per week
- ☐ Every two weeks
- ☐ Once per month
- ☐ Never

6. Recycling costs are increasing across the country. The City is exploring ways to make sure recycling value and costs stay in line. Which of the following statement do you AGREE with, if any? (Choose the one you most AGREE with.)
- ☐ I would be fine with paying \$1 to \$5 more per month to keep weekly curbside recycling available
  - ☐ I would be fine with a service reduction in recycling collection from once per week to every other week
  - ☐ I would be fine with not having the curbside recycling service
7. Do you participate in the recycling rewards program?
- ☐ Yes
  - ☐ No
  - ☐ I did not know it was an option
8. How important is it to you that Palm Coast offers a curbside recycling service? (Choose one)
- ☐ Not at all important
  - ☐ Moderately important
  - ☐ Very important
9. Which of the following statements do you AGREE with regarding style of Bulk Trash/White Goods (i.e. Furniture, BBQ grill, law movers, washers/dryers, refrigerators, etc...)
- ☐ I would prefer to continue with once per week
  - ☐ I would be okay with a once a month, if it reduced my monthly costs
  - ☐ I would be okay with not having it with basic service and contact the provider directly for a cost.
10. How often do you put out yard waste?
- ☐ Once a week
  - ☐ Every other week
  - ☐ Once a month

Are there any additional comments you would like to provide?

--



# Survey Analysis

Allison Trulock  
Vice Present  
NewGen Strategies & Solutions



Cynthia Schweers  
Director of Citizen Engagement



# Recap



Solid Waste Survey update  
Survey went out the full month of March.

- Mailed out in Utility Bills
- Emailed
- Put on social media platforms



We have a total of \*\* that completed the survey.

We also received a lot of input from residents that we were able to analyze.



March 19<sup>th</sup> hosted a virtual town hall meeting about solid waste. We received over 20 questions from the public that we were able to answer. We had \*\*\* views on the video.

# What's next

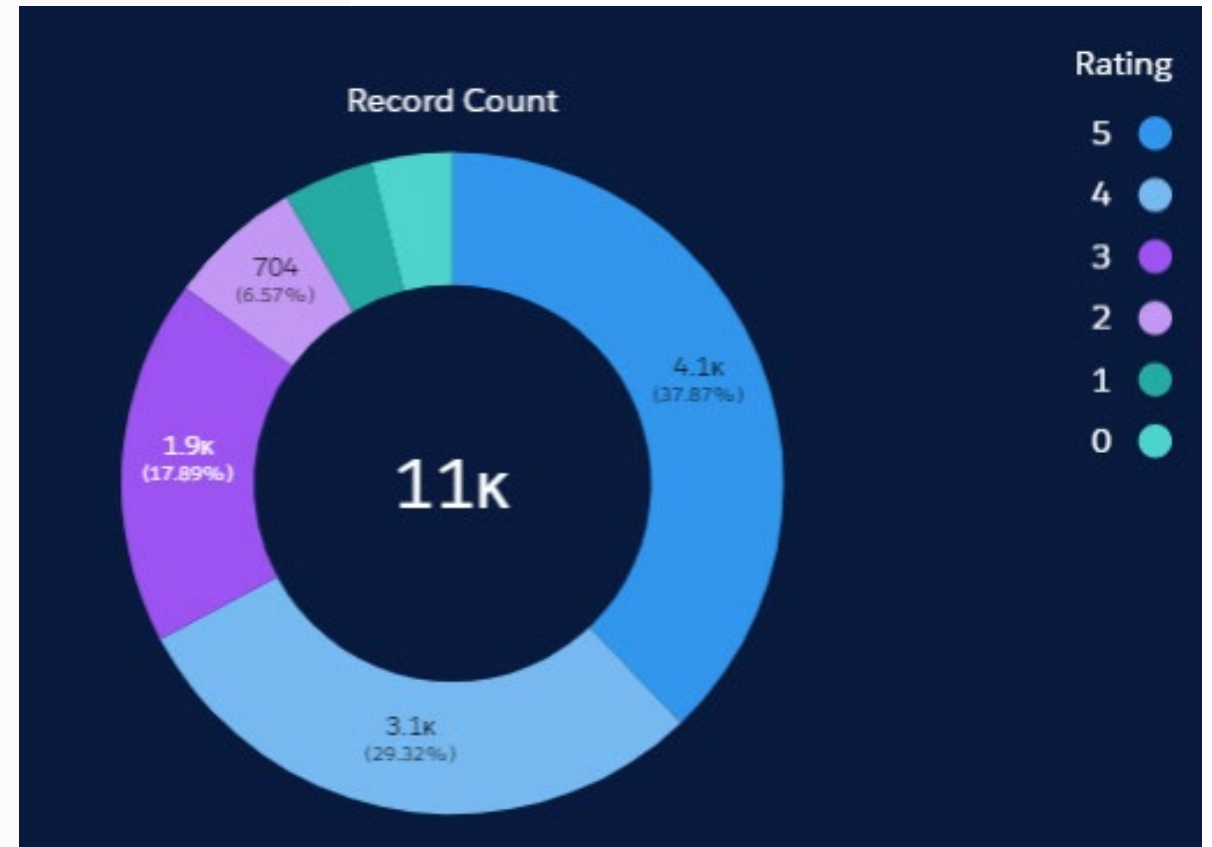
- Discuss the Survey Results
- Finalize potential options
- Develop a scope
- Go out to bid

# Survey Results

1. What is your overall impression of the current residential collection services provided in the city?

*1-5 Rating*

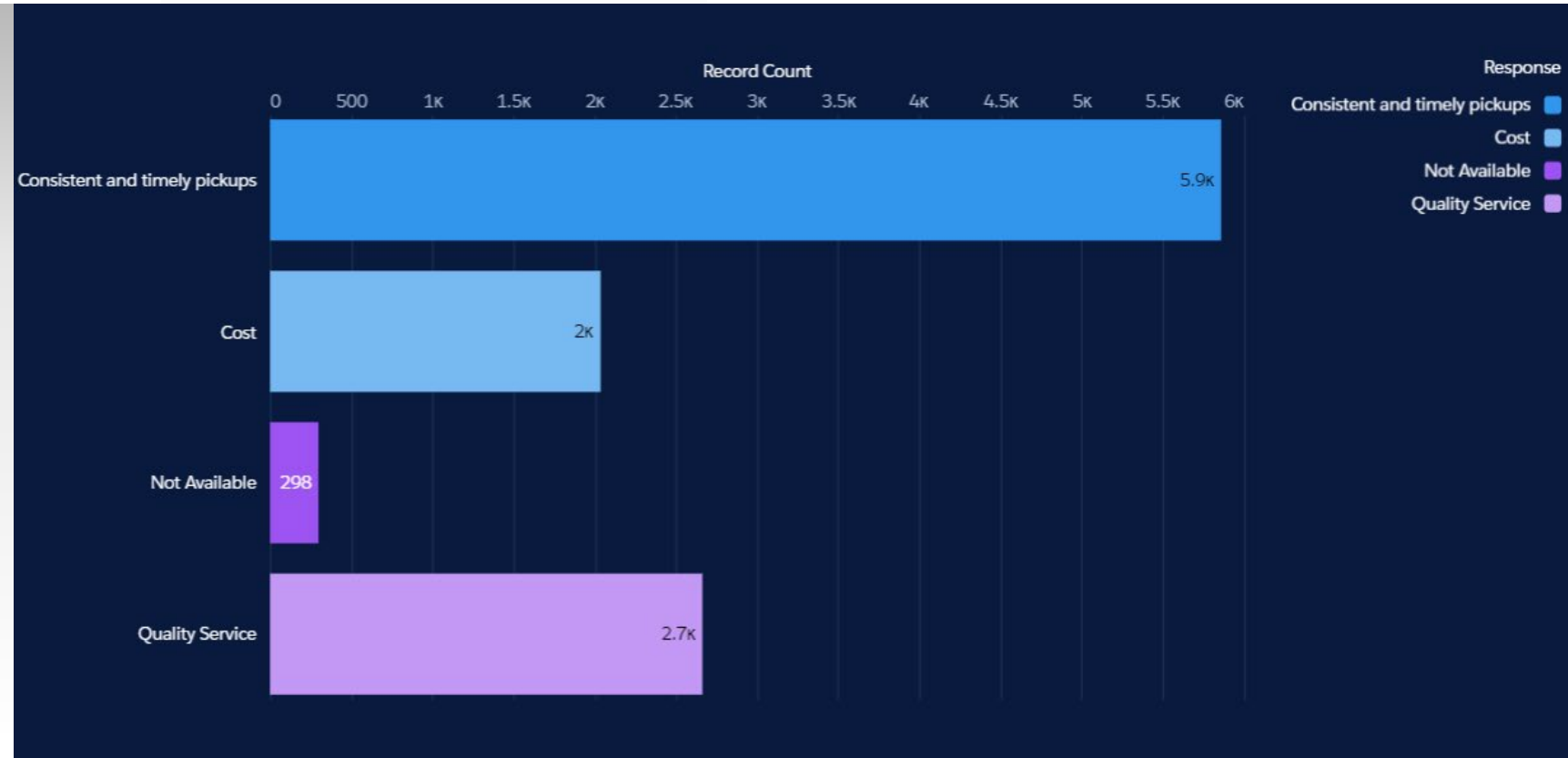
*67% of residents rated the current residential collections between satisfied and very satisfied*



# Survey Results

2. What is your top priority regarding your solid waste service?

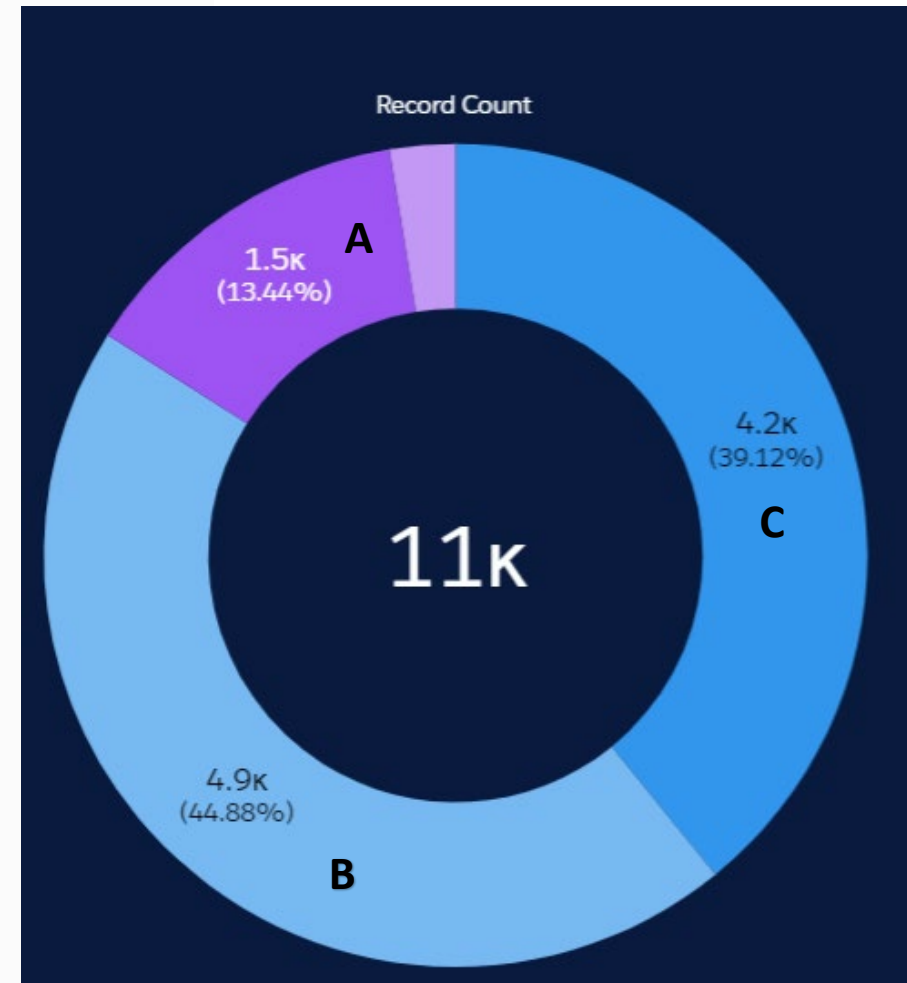
- a. Quality Service*
- b. Cost*
- c. Consistent and timely pickups*



# Survey Results

3. Which of the following statements do you AGREE with regarding frequency of garbage collection?

- a) I would be fine with once per week collection, instead of the current twice per week collection.
- b) **I would accept once per week collection only if it reduced my monthly cost.**
- c) I need twice per week collection, and do not want the frequency of collection reduced.

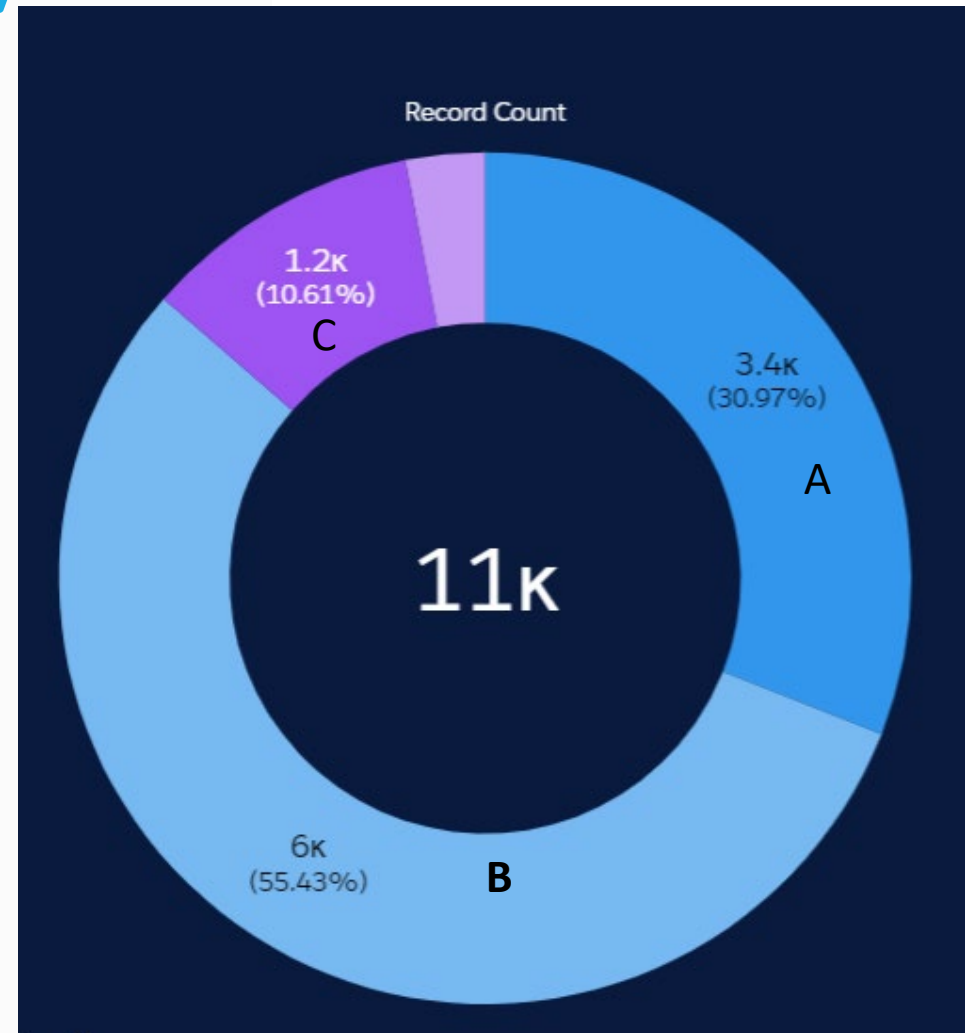




# Survey Results

4. Which of the following statements do you AGREE with regarding style of garbage collection?

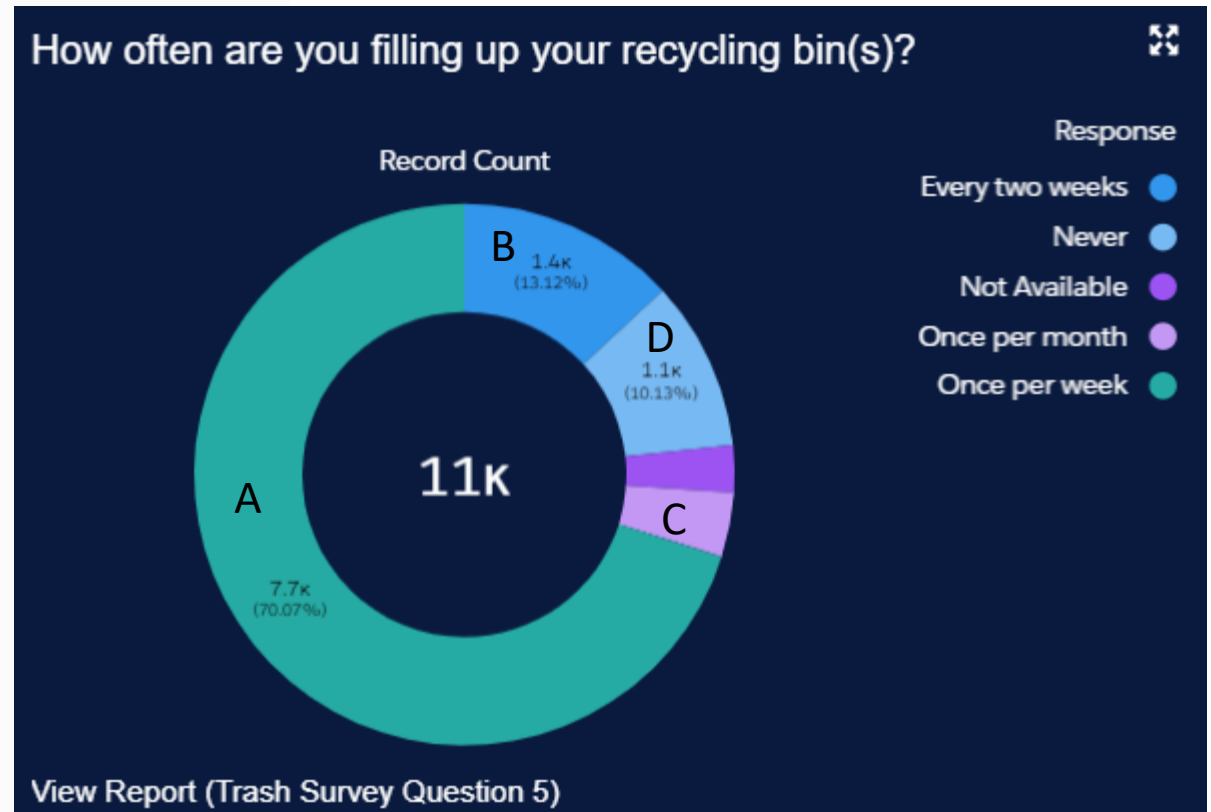
- a) I prefer using my own garbage cans
- b) I would accept a large City-provided wheeled container, if it reduced my monthly costs
- c) I would prefer a City-provided wheeled container to set out my garbage, regardless of cost



# Survey Results

5. How often are you filling up your recycling bins?

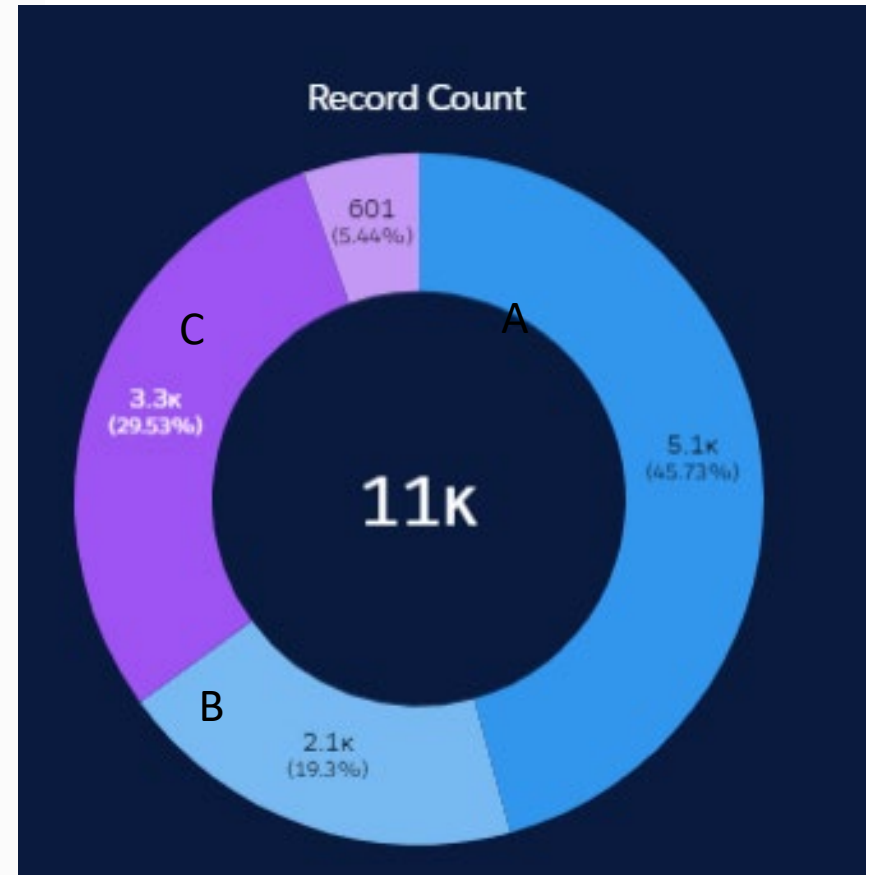
- a) Once per week
- b) Every two weeks
- c) Once per month
- d) Never



# Survey Results

6. Recycling costs are increasing across the country. The City is exploring ways to make sure recycling value and costs stay in line. Which of the following statement do you AGREE with, if any?

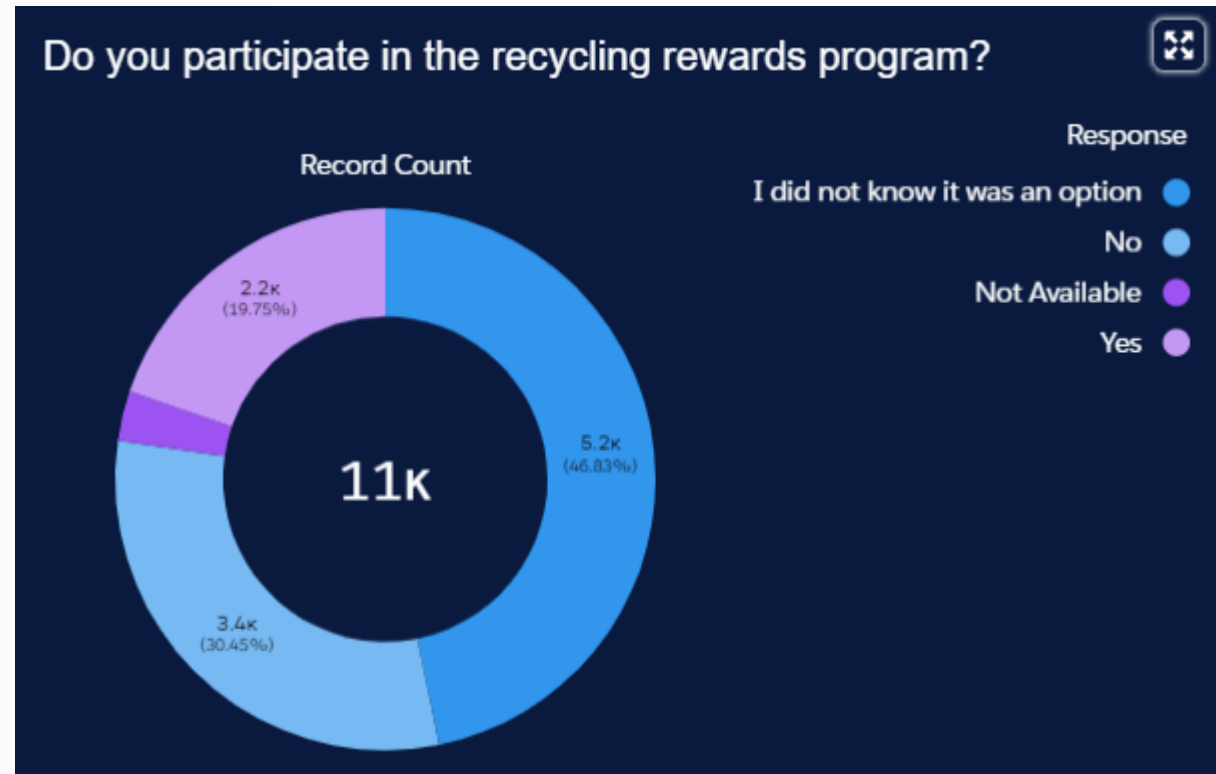
- a) I would be fine with paying \$1 to \$5 more per month to keep weekly curbside recycling available
- b) I would be fine with a service reduction in recycling collection from once a week to every other week.
- c) I would be fine with not having the curbside recycling service.



# Survey Results

7. Do you participate in the recycling rewards program?

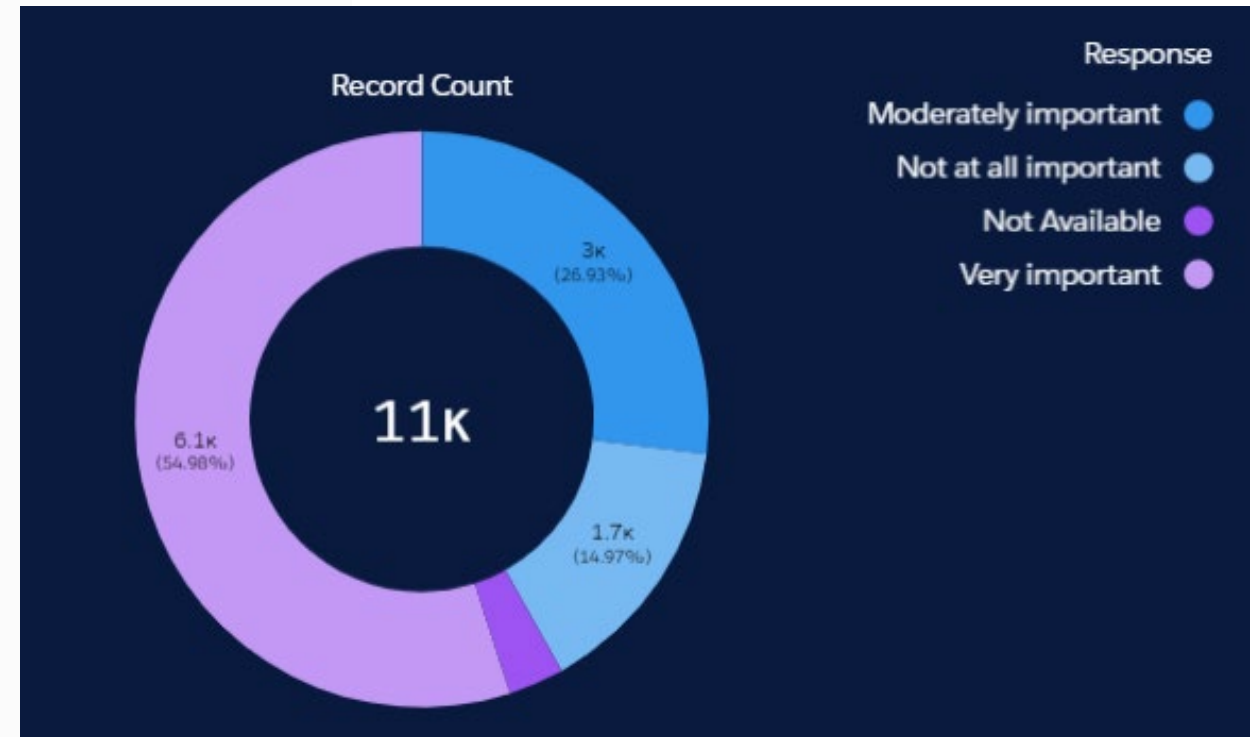
- a) Yes
- b) No
- c) I did not know it was an option



# Survey Results

8. How important is it to you that Palm Coast offers a curbside recycling service?

- a) Not at all important
- b) Moderately important
- c) Very important

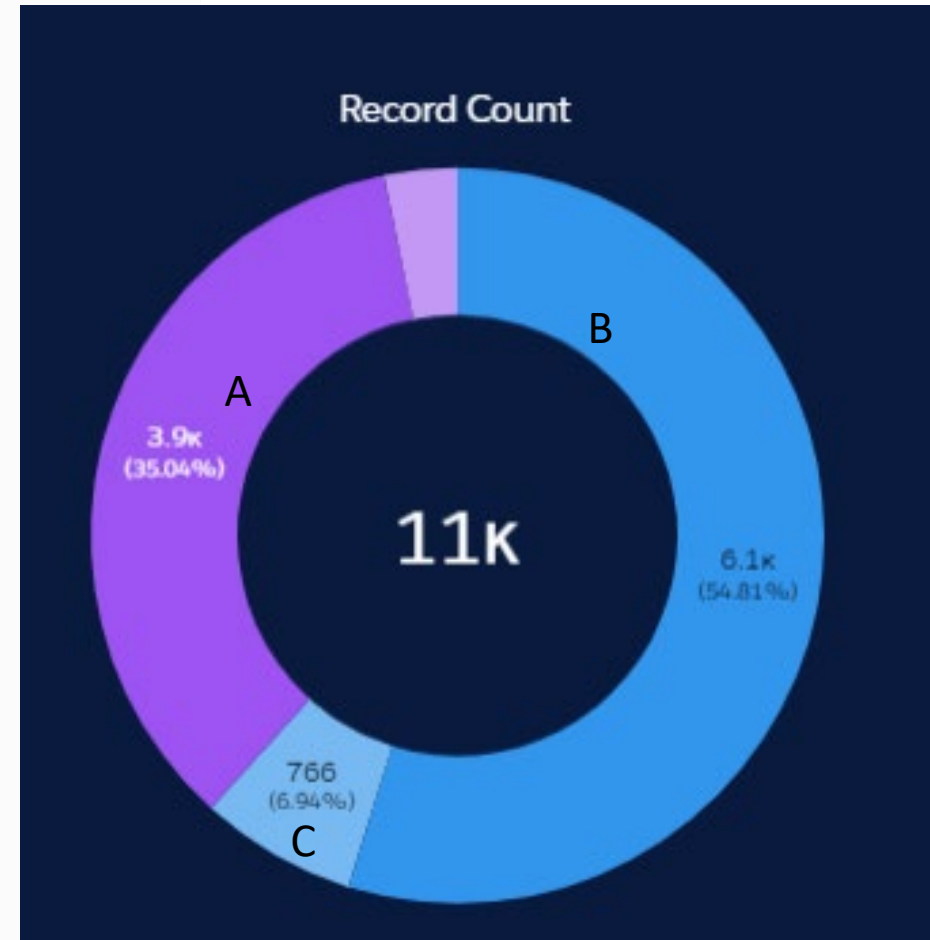




# Survey Results

9. Which of the following statements do you AGREE with regarding style of Bulk Trash/White Goods: (Furniture, BBQ grill..etc.)

- a) I would prefer to continue with once per week
- b) I would be okay with once a month, if it reduced my monthly costs
- c) I would be okay with not having it with basic service and contact the provider directly for a cost.



# Survey Results

10. How often do you put out yard waste?

- a) Once a week
- b) Every other week
- c) Once a month



# Scope Options

Option A	Option B	Option C
Stay with two day pick up for garbage and one day recycling	Reduce to one day garbage pick up and one day recycling	Reduce to one day garbage pick up and recycling every other day.
Keep bulk and white goods to once a week.	Bulk and white goods to once a month	
Yard was remains once a week	Yard waste once a month	Yard waste every other week

# Thank you

QUESTIONS?