City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

TO: **Competitive Sealed Proposal Evaluation Committee ("CSPEC")**

FROM: **Gregory Pease, Chief of Procurement**

DATE: **August 8, 2022**

RE: **REQUEST FOR APPROVAL TO UTILIZE COMPETITIVE SEALED PROPOSAL PROCESS**

Pursuant to Chapter 126, Part 2, § 126.204, approval is requested to utilize the Competitive Sealed Proposal process to formally request services for **Residential Solid Waste and Recyclables Collection and Transportation Service Area 1 – Automated Garbage Collection.**

As a follow-up to the same, the CSPEC is now requested to review and approve the solicitation documents attached hereto.

More specifically, the CSPEC is requested to review and approve the evaluation criteria as outlined in the attached Request for Proposal ("RFP"). Procurement's review in this matter has revealed that:

> The attached Certification Letter and the Scope of Services received from the using agency appear to be in order.
>
> The RFP **has been** reviewed and approved by Risk Management regarding insurance and indemnification requirements.
>
> The RFP **has been** reviewed and approved by EBO regarding JSEB participation goals and EBO recommends Participation Program

It is requested that the CSPEC take these issues into consideration in its review and/or approval in this matter.

CSPEC APPROVAL

Finance Director or designee	Procurement Chief or designee
General Counsel or designee	Department/Agency Representative
Public Works Director or designee	

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Solid Waste Division
1031 Superior Street
Jacksonville, FL 32254
(904) 255-7500
www.coj.net

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TO: **Greg Pease, Chief, Procurement Division**

THRU: **John Pappas, P.E., Director, Department of Public Works**

FROM: **Jeffrey S. Foster, P.G., Solid Waste Environmental Engineer Manager**
Will Williams, Chief, Solid Waste Division

DATE: **August 8, 2022**

SUBJECT: **CSPEC Approval of Evaluated Service Contract Requests for Proposals**
Residential Solid Waste and Recyclables Collection and Transportation Services Service Area I
Automated Truck Collection Service

The Solid Waste Division (SWD) respectfully requests your approval of the Evaluated Service Contract "Request for Proposals" (RFP) for the residential curbside solid waste and recyclables collection and transportation services for Service Area I using automated trucks for garbage and recycling. The RFP approval request is authorized via Ordinance 2022-0371-E approved on June 14, 2022 which waived portions of Ordinance 382 (382.303 to 382.308) allowing Procurement to advertise for these services in lieu of a direct submittal of an application to the City Council President. This RFP encompasses automated side arm loading trucks for garbage and recycling with rear load trucks for yard waste and bulky wastes.

Funding for these services is available in account number 43101.157007.534070.000000.00000000.00000.0000000.
Please advise when this item will be placed on the Agenda so a representative of SWD can attend.

JSF/jf

Cc: Steve Schlessinger, PW Admin
Nickii Brookins, SWD

Wallace Cohen, Olive

From:	Foster, Jeffrey
Sent:	Friday, July 29, 2022 4:25 PM
To:	Wallace Cohen, Olive
Subject:	FW: CONCLUDED REVIEW FOR Residential Curbside Solid Waste and Recyclables Collection and Transportation Services for Service Area I-Automated Garbage
Attachments:	RISK REDLINED INDEM. & INS REQ FOR SC-0XXX-22 Household Hazardous Waste Disposal RFP.docx; RISK REDLINED INS. REQ FOR ESC-xxxx-22 Residential Solid Waste and Recyclables Collection and Transportation Services Automated.doc

Risk comments.

From: Verdejo Magras, Wanda <WVerdejo@coj.net> **On Behalf Of** RiskReview
Sent: Monday, July 25, 2022 2:48 PM
To: Foster, Jeffrey <JSFoster@coj.net>
Cc: Flynn, Tracy <TFlynn@coj.net>
Subject: RE: CONCLUDED REVIEW FOR Residential Curbside Solid Waste and Recyclables Collection and Transportation Services for Service Area I-Automated Garbage

Greetings,

Both contract has the same redlined insuance requirements.

NOTE: All emails sent to Wverdejo@coj.net **&** RiskReview@coj.net

Any further questions, please feel free to contact me.

Cordially,

Wanda Verdejo
Property and Casualty Compliance Administrator
for Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : 904-255-5314
New Cell : 904-489-5495

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From: Foster, Jeffrey <JSFoster@coj.net>
Sent: Monday, July 25, 2022 12:58 PM
To: RiskReview <RiskReview@coj.net>
Cc: Flynn, Tracy <TFlynn@coj.net>; Mayes, Pat <PMayes@coj.net>
Subject: RE: CONCLUDED REVIEW FOR Residential Curbside Solid Waste and Recyclables Collection and Transportation Services for Service Area I-Automated Garbage

Thanks for your quick response. We actually have two RFPs for the same service area, this one and the other one for rear load garbage trucks. Would the red-line comments be applicable to both?

From: Verdejo Magras, Wanda <WVerdejo@coj.net> **On Behalf Of** RiskReview
Sent: Monday, July 25, 2022 12:55 PM
To: Foster, Jeffrey <JSFoster@coj.net>
Cc: Flynn, Tracy <TFlynn@coj.net>; Mayes, Pat <PMayes@coj.net>
Subject: CONCLUDED REVIEW FOR Residential Curbside Solid Waste and Recyclables Collection and Transportation Services for Service Area I-Automated Garbage
Importance: High

Greetings Mr. Jeffrey

Please accept my apologies for the delayed review; I was out for a week due to health reasons.

Risk Management reviewed and **redlined** the Indemnification & Insurance Requirements for **Residential Curbside Solid Waste and Recyclables Collection and Transportation Services for Service Area I-Automated Garbage Collection**

Summary: Risk Management has been implementing for all contracts and agreements to have a uniform format for the Indemnification, Insurance Requirements and Provisions; therefore, I redlined the changes within the contract..

Unless there is any further question, Risk Management concludes the review.

NOTE: Please label all emails correspondence: Subject: Residential Curbside Solid Waste and Recyclables Collection and Transportation Services for Service Area I-Automated Garbage (Solid Wast)

Any further questions, please feel free to contact me.

NOTE: All emails sent to Wverdejo@coj.net **&** RiskReview@coj.net

Any further questions, please feel free to contact me.

Cordially,

Wanda Verdejo
Property and Casualty Compliance Administrator
for Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : 904-255-5314
New Cell : 904-489-5495

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From: Foster, Jeffrey <JSFoster@coj.net>
Sent: Tuesday, July 19, 2022 9:57 AM
To: RiskReview <RiskReview@coj.net>
Cc: Verdejo Magras, Wanda <WVerdejo@coj.net>; Ehrman, Itzel <IEhrman@coj.net>
Subject: RFP Review for residential curbside collection services for Service Area I

RFP review for residential curbside collection and transportation services for Service Area I using the rear load option where garbage, bulky wastes and yard waste are collected by rear load garbage trucks and recycling is collected by automated side load trucks.

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Procurement Division

214 N. Hogan Street, Suite 800, Jacksonville, Florida 32202
Phone: (904) 255-8800 Fax: (904) 255-8837
www.coj.net

SPECIFICATION REVIEW
(ROUTING FORM)

Project Title: RESIDENTIAL CURBSIDE SOLID WASTE AND RECYCLABLES COLLECTION AND TRANSPORTATION SERVICES FOR SERVICE AREA I AUTOMATED GARBAGE COLLECTION

Date Rcvd: 07/29/2022

Preliminary Comments: PUBLIC WORKS/Public Bldgs **Replaces Bid #:** _____

POC: JEFFREY FOSTER– 904-381-8205 **Project Est: $8M**

( ) In-Formal Solicitation (X) Formal Solicitation ( ) Federal Funding

Name	Date Received	Date Forwarded	Comments	Initials
Buyer/Analyst: OLIVE WALLACE-COHEN	07/29/22	08/01/22	☑ To EBO: ☐ CIP ☐ Sply/Svc ☑ RFP ☐ Anl Rqrmts: Pre-Qual: Y/N ☐ Perf./Pay. Bond ☐ Bid Security	OCWC
IT: (Required for IT related purchases)			☐	
Dinah Coleman Mason **JBA Administrator x8728** (Assigns to EBO Specialist)		8/1/22	Sent to Sandy	
EBO Specialist x8840 Sady Singer	8/1/22		☐ Open Bid: ☐ JSEB Set-Aside: ☑ Participation Percentage: 30%	LB
Section 3 Specialist (Required if federal funding)			Include Section 3 Requirements: ☐ Yes ☐ No	
Marilyn Laidler x8804 Asst. Purchasing Manager				
Annette Burney x8810 Asst. Purchasing Manager				
Dustin L. Freeman x 8811 Procurement Manager				
Gregory Pease-x8801 Chief of Procurement				

Rec'd from EBO 8/5/22

Buyer:			Bid #: _____ Bid Open Date: _____ Bid Advertising Date: _____ Pre-Bid:	

Copy Center Acct: _____ File Color: _____ Commodity Code: _____

REQUIRED DRAFT REVISIONS:

ITEM	DESCRIPTION	Complete?

Department of Finance and Administration

Procurement Division

CITY OF JACKSONVILLE

August 2, 2022

To: Greg Pease, Division Chief
Procurement Division

From: Dinah Coleman Mason, EBO/JSEB Administrator
Sandy Simpson, EBO/JSEB Business Analyst
Jacksonville Small and Emerging Businesses

RE: **Residential Curbside soild waste and recyclables collection and transportation services for service Area I Automated Garbage Collection**

The Jacksonville Small and Emerging Business & Contract Compliance (JSEB) Office has reviewed the scope of work, consulted the using agency, and contacted ready, willing, and available JSEBs.

Based upon our findings, we recommend the following:

- ☐ Encouragement
- ☒ Participation 30%
- ☐ Set-A-Side .

Our outreach efforts are documented and attached. Please let us know if you have any questions or concerns.

I can be reached at (904) 255-8828.

Cc: Olive Wallace-Cohen
Dinah Coleman Mason

Department of Finance and Administration

Procurement Division

CITY OF JACKSONVILLE

Internal Document

Goal Setting Checklist

BID/RFP Name: **Residential Curbside soild waste and recyclables collection and transportation services for service Area I Automated Garbage Collection**

The following has been reviewed:

☒ Number of JSEB's ready, willing, and able: _7

☒ Scope of services: It is the intent of the solicitation to secure the service of a contractor to collect residential curbside garbage and rubbish including bulky waste, C&D waste, recycling, yard trash, white goods, and tires and transport to the appropriate disposal facility and, or recycling facility from service area I, using automated collection trucks for garbage and recycling. Garbage and rubbish including bulky waste, and C&D Waste and yard Waste shall be transported to trail ridge land field located at 5110 US Highway 31 S. Baldwin Florida

☐ Types of work (non-administrative) to be done. (attach examples to document)
☒ JSEB's contacted ___.

☐ Using Agency notified of goal/percentage. **30%**

☒ Engineers Project Estimate

List JSEB's

Supplier Name	Contact Name	Phone	Interested
GEC Trucking Inc.	Carter, Gene	(904) 226-2506	Yes
A Real Unique Enterprise LLC	Robertson, Isidore	(904) 318-5857	NA
A Sanctuary House of N. FL Inc	Hatten, JASPER	(904) 477-3743	Yes
Freedom Landscape and Lawn Maintenance, Inc.	Furqan, Zakee	(904) 343-9714	Yes
Landscape Construction, LLC	Ammons, Drew	(904) 307-6133	Yes
M. Y. Contractors	Bell, Janice	(904) 665-0003	NA
Garmon Trucking, Inc.	Janet Garmon	(904) 982.1920	NA
Watson's Demolition and Salvage, INC	Waymond Watson	(904) 370-0420	Yes
ERS Corp	John Anderson	(904) 791-9992	NA
Palm Tree Xpress	Miranda Brown	(904) 534-4619	Yes
Brooks Pressure Washing Services of Jax LLC	Brooks, Howard	(904) 234-4113	Yes

JSEB Compliance Officer: **Sandy Simpson** Date: **August 4, 2022**

SUBMIT AN *ORIGINAL* AND THREE (3) COPIES

Competitive Sealed Proposal Evaluation Committee

08/01/22 10:10:31
Procurement DocuClock

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Request for Proposals

FOR

RESIDENTIAL CURBSIDE SOLID WASTE AND RECYCLABLES COLLECTION AND TRANSPORTATION SERVICES FOR SERVICE AREA I AUTOMATED GARBAGE COLLECTION

DEPARTMENT OF PUBLIC WORKS

BID NO: ESC-xxxx-22

OPEN DATE: xxxxx xx, 2021 TIME: 2:00 P.M.

PLACE: 1ST FLOOR, ED BALL BUILDING. 214 N. HOGAN ST, STE #110, JACKSONVILLE, FL

MANDATORY PRE-BID CONFERENCE: xxxxxx, xx 2022 at 10:00 A.M.
10th Floor Ed Ball Building, Conference Room 5
214 North Hogan Street
Jacksonville, FL 32202

CITY OF JACKSONVILLE
Procurement Division
Ed Ball Building
214 North Hogan Street, Suite 800 (8th Floor)
Jacksonville, Florida 32202
Phone: (904) 255-8800
Fax: (904) 255-8837

Lenny Curry
Mayor

Gregory Pease, Chief
Procurement Division

REQUEST FOR PROPOSAL

RESIDENTIAL CURBSIDE SOLID WASTE AND RECYCLABLES COLLECTION AND TRANSPORTATION SERVICES FORT SERVICE AREA I
AUTOMATED GARBAGE COLLECTION
For
City of Jacksonville, Florida

SECTION 1
(Specific Information Regarding this RFP)

1.1 Introduction

The City of Jacksonville ("**City**") intends to hire an individual or firm ("**Contractor**") to provide the services described in Section 1.2 of this Request for Proposal ("**RFP**"). This RFP is for Automated Garbage and Recycling collection. A companion RFP is being advertised in conjunction with this RFP for garbage collection by rear load with dual tippers. Persons interested in submitting a response to this RFP (a "**Response**") should carefully review this RFP for instructions on how to respond and for the applicable contractual terms. The City will select the Contractor from either RFP ESC-####-22 or RFP ESC-####-22 based on the Contractor's response that the City determines to be in its best interest. This RFP is divided into the following sections:

Section 1	Specific Information Regarding This RFP
Section 2	General Instructions
Section 3	General Terms and Conditions of Agreement
Section 4	Description of Services (if referenced in Section 1.2 below)

Attachment A	Response Format
Attachment B	Evaluation Matrix
Attachment C	Equal Business Opportunity Program Requirements
Attachment D	Service Contract
Attachment E	Protest Procedures
Attachment F	Historic Hauler Tonnage Reports
Attachment G	Feasibility Study
Attachment H	Acceptable/Unacceptable Waste Definitions
Attachment I	Disqualified/Probationary Vendors List
Attachment J	Indemnification
Attachment K	Insurance Requirements

Form 1 - Bid Proposal Form
Form 2 - Conflict of Interest Certificate
Form 3 - No Bid Form
Form 4 - Business/Corporate References
Form 5 - Performance Bond
Form 6 - Insurance Agent Acknowledgement

In the event of conflicting provisions, the following sections of this RFP will have priority in the order listed: Section 1, Section 4, Section 2, Section 3, the Attachments, and the Forms.

1.2 Scope of Services.

It is the intent of this solicitation to secure the services of a Contractor to collect residential curbside garbage and rubbish including bulky waste, C&D waste, recycling, yard trash, white goods and tires and transport to the appropriate disposal facility and/or recycling facility from Service Area I using automated collection trucks for garbage and recycling. Garbage and rubbish including bulky waste, C&D waste and yard waste shall be transported to Trail Ridge Landfill located at 5110 US Highway 301 South, Baldwin, Florida. Recycling materials shall be transported to Republic Services

North Florida Recycling Center at 7000 Imeson Road, Jacksonville, Florida 32219. White Goods shall be delivered to the Jacksonville Household Hazardous Waste Facility at 2675 Commonwealth Avenue, Jacksonville, Florida and waste tires shall be delivered to the Solid Waste Maintenance Facility at 1050 Superior Street.

The contractor shall collect from the curbside adjacent to each residential premises in their service area for garbage and rubbish (Bulky Waste and C&D Waste) at least once a week, recycling every other week, yard trash at least once a week, white goods as per scheduled pickup and waste tires (up to 4 standard tires) as per scheduled pickup.

Collections shall not be reduced by holidays, but collections normally scheduled to be made on a holiday may be rescheduled upon approval by the Solid Waste Division Chief and notification to the affected residential premises by publication of notice in a newspaper of daily circulation in the city as required by the Solid Waste Division Chief. The contractor shall not observe any holiday different from those observed by the Department.

There shall be no collection on Thanksgiving and Christmas, if Christmas falls on Monday through Friday. For Thanksgiving, the makeup day will be the Saturday immediately following Thanksgiving Day. For Christmas Day if it falls on a Monday through Friday, the makeup day will be the day immediately after the normal scheduled pickup day. Monday will be collected on Tuesday, Tuesday will be collected on Wednesday, Wednesday will be collected on Thursday, Thursday will be collected on Friday and Friday will be collected on Saturday.

Contractor shall collect all Recyclable Materials and Residential Waste placed for collection at Residential Premises. The contractor is only required to collect up to five (5) cubic yards of yard waste and up to one (1) cubic yard of Construction and Demolition Debris (C&D) per week. There is no maximum weight, volume or dimension for Bulky Waste or White Goods & Tires, provided, however, the contractor and the Director may agree to limits on Bulky Wastes and/or White Goods and Tires with respect to unusual circumstances at specific residential premises.

The contractor shall provide residential waste collection services between the hours of 6:00 a.m. and 6:00 p.m., except on Friday when the hours are between 6:00 AM and 8:00 PM and to meet holiday or emergency demands as directed by the Department.

The contractor shall maintain an office in the City and shall keep the office open and the office telephones and/or other electronic communication devises answered between the hours of 8:00 a.m. and 5:00 p.m. on weekdays except Friday when the office and telecommunication equipment must be open until 8:00 p.m. and except to meet holiday or emergency demands as directed by the Department.

Additional scope of work for the RFP is contained in Section 4.

1.3 Term of Agreement.

The initial term of agreement will commence upon execution of the Contract and will continue for a six (6) year period with collection services starting October 1, 2023. After the Contract has been executed that is offered under this RFP, the terms of the Contract shall adhere to the requirements of Ordinance Code 382.308. Contract will be a cost per residential premise contract with "Rate Review Process" every three (3) years. The Contract is subject to early termination as set forth elsewhere in this RFP.

1.4 Minimum Requirements for Contractors.

Contractors must satisfy the following mandatory minimum requirements in order to have their Responses evaluated. By submitting a Response, Contractor warrants and represents that it satisfies these requirements. Failure to meet these requirements will result in the Response not being evaluated and being rejected as non-responsive:

A. Authorized to do business in the State of Florida and the City of Jacksonville.

B. Operated a residential curbside collection and transportation service contract for a minimum of three continuous (3) years with at least 50,000 residential premises. References must be submitted providing evidence of this requirement including name of the contact person, address and phone number of the client.
C. Additional minimum qualifications and requirements are contained in Attachment A.

1.5 **Equal Business Opportunity Program.**
It is an official policy of the City of Jacksonville to encourage the maximum participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. To participate as a JSEB on City projects, a company must be certified as a JSEB with the City's Equal Business Opportunity Office.

This RFP and the resulting Contract are subject to requirements of the "Encouragement Plan," which is fully described on Attachment C to this RFP.

Contractors may contact City's Equal Business Opportunity Office at 904-255-8840 or find the JSEB directory on City's website. Please contact the Contact Person identified in Section 1.12 if you are uncertain of City's website address or if you experience problems accessing it.

1.6 **Documents Available for Inspection**
There are no documents available for inspection.

1.7 **Federal Funds.**
Not applicable.

1.8 **Mandatory Pre-Bid Meeting.**
A mandatory pre-bid meeting has been scheduled for **xxxxday, xxxxx, xx, 2022 at 10:00 a.m.**, E.T., in the Procurement Division Conference Room 853, 214 N. Hogan St., Jacksonville, FL 32202.

1.9 **Response Due Date.**
The deadline for submitting responses to this RFP is **Wednesday, xxxxx xx, 2022 at 2 p.m, E.T.,** Please see Sections 2.3 and 2.4 for more details.

1.10 **Response Delivery Location.**
Responses must be delivered to the following location:
City of Jacksonville
Procurement Division
214 N. Hogan Street, Room 105
Jacksonville, Florida 32202

1.11 **Response Opening.**
Responses received shall be publicly announced and recorded at 2:00 PM, E.T., on the Response Due Date in meeting room #110, 1st Floor, Ed Ball Bldg, 214 N. Hogan Street.

1.12 **Contact Person.**
If any questions arise during the bidding period of this Project, contact xxxxxx, Purchasing Analyst, Procurement Division, at xxxxxxxx@coj.net .

Please refer to Section 2.9 for further information on who may and may not be contacted regarding this RFP.

1.13 **Questions and Requests for Amendments.** Any questions, requests for information or requests for amendments to this RFP must be submitted via email no later than **11:00 a.m., Friday, xxxxx xx, 2022,** in accordance with Section 2.2 of this RFP.

1.14 **Special Instructions:**

There are no special instructions for this RFP.

1.15 **Special Contract Terms**: The following special contract terms shall apply to this RFP and shall supersede any conflicting provisions in Section 3 (General Terms and Conditions of Agreement):

Performance Bond. The successful Contractor shall execute and furnish to the City a bond, and only one bond, issued by the same surety company that issued the proposal bond (if required). The performance bond shall be in the amount of 100% of annual estimate revenue to successful Contractor, shall be submitted within three (3) business days after the City's notification of award of the Contract, and shall remain continuously in effect. Any renewal bond shall be provided at least thirty (30) days prior to the expiration of the existing bond. Risk Management has the option to waive, increase, or reduce the bond amount.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Section 2
General Instructions
(RFP for CSPEC Services)

Contents

2.1 Application of Chapter 126 and Other Laws
2.2 Questions and Requests for Amendment to RFP
2.3 Format/Content of Responses
2.4 Submission of Responses
2.5 Evaluation of Responses
2.6 Award of Contract
2.7 Terms of Agreement
2.8 Public Meetings and Special Accommodations
2.9 Ex-Parte Communication.
2.10 Cost of Developing RFP Response
2.11 Response Ownership.
2.12 Public Records Law; Process For Protecting Trade Secrets and Other Information
2.13 Multiple Responses from Same Contractor; No Collusion.
2.14 Conflict of Interest.
2.15 Convicted Vendor List
2.16 Discriminatory Vendor List
2.17 Contractor Representations
2.18 Protests

2.1 **Application of Chapter 126 and Other Laws.** The selection of and contracting with a Contractor under the RFP will be in accordance with Part 2 of Chapter 126 of the Jacksonville Ordinance Code. After the Contract has been executed, the scope of work and contract provisions contained in this RFP shall be in accordance with Chapter 382 of the Jacksonville Ordinance Code. Other provisions of federal, state, county and local laws, and administrative procedures, policies or rules may apply to the RFP and any claims or disputes arising hereunder. Lack of knowledge of the law or administrative procedures, policies, or rules by any Contractor shall not constitute a cognizable defense against their effect.

2.2 **Questions and Requests for Amendment to RFP**. If a Contractor (i) has questions about the RFP, (ii) finds discrepancies, omissions or ambiguities in the RFP, or (iii) believes any term or condition of the RFP is unreasonable, Contractor should request an amendment to the RFP. The request should reference the RFP section at issue and include any specific language that Contractor recommends using.

All requests for amendment must be submitted to the Contact Person in writing (via US mail, courier, e-mail, or hand delivery) and, unless otherwise specified in the RFP, be received by the Contact Person at least **ten (10) calendar days** before the Response Due Date. Questions and requests for amendments directed to the Contact Person or to any other City personnel shall not constitute a formal protest of the RFP. Failure to request an interpretation or change will be considered evidence that Contractor understands and agrees to the provisions of the RFP.

The posting of a written amendment is the only official method by which interpretations, clarifications, changes or additional information will be given by City prior to the opening of Responses. Any other interpretation, clarification, change or information will have no legal effect.

City reserves the right to amend, cancel or reissue the RFP at its discretion. This includes the right to change the Response Due Date and the Contract award date. Notice of all amendments and cancellations will be posted on City's website (please contact the Contact Person if you are uncertain of the website address or if you experience problems accessing it). Contractor is responsible for monitoring this website for new or changing information.

2.3 Format/Content of Responses.

A. If a Response Format is specified in the RFP, Contractors should follow that format.

B. Responses should be prepared simply and economically, providing a straightforward, concise description of Contractor's ability to provide services sought by the RFP. Unnecessary brochures, artwork, expensive paper, and presentation aids are discouraged. Bindings and covers will be at Contractor's discretion.

C. When responding to specific questions, please reprint each question in its entirety before the response.

D. Responses shall be in ink or typewritten. All corrections must be initialed.

E. Response shall be limited to a page size of 8½" x 11". Font size less than 11-points is discouraged. The Response shall be indexed and all pages sequentially numbered.

F. **Except as may be specifically requested in the Response Format, Contractor may not impose any additional terms or conditions to any aspect of the RFP.** City objects to and shall not be required to consider any additional terms or conditions submitted by Contractor, including any appearing in the Response. In submitting a Response, Contractor agrees that any additional terms or conditions shall have no force or effect. Any failure to comply with the terms and conditions of the RFP, including those specifying information that must be submitted with a Response, may result in rejection of the Response. **If Contractor desires a change or clarification to the terms or conditions of the RFP, Contractor must follow the process set forth in Section 2.2 ("Questions and Requests for Amendments").**

G. Unless otherwise requested by City, Contractors should make only one proposal for each RFP item. Multiple offerings, alternates (unless any are specifically requested by City) and/or stipulations may be cause for rejection of a Response.

H. Price offerings shall be **inclusive of ALL costs** (including but not limited to administrative cost for submission of all required paperwork on City's behalf and any other costs) and will be the only compensation given to Contractor for the required services herein.

I. All prices submitted under the RFP shall be indelible. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only, and may render the entire Response as nonresponsive.

J. Failure to sign any form requiring a signature may be grounds for rejecting a Response.

2.4 Submission of Responses.

A. The location and deadline for submitting Responses is set forth in Section 1 of the RFP. Contractors are fully responsible for meeting these requirements. Reliance upon mail or public carrier is at Contractor's risk. **Late bids will not be considered.**

B. Contractor shall submit:

1) One (1) original signed version of its Response clearly marked as "ORIGINAL." The Response must be signed by an officer or employee having authority to legally bind Contractor.

2) Three (3) hard copies of the entire Response.

3) Six (6) digital scanned copies (in pdf format) of entire Response, on a separate CD-ROM or flash drive. Large files may be scanned as several separate PDF files.

4) One (1) REDACTED scanned copy of the Response (if necessary pursuant to Section 2.12). This copy should be marked "Confidential – Trade Secret" or something comparable to alert the reader of Contractor's claim of a public records exemption.

All copies are to be placed in a sealed package. The outside must be marked with (i) the RFP title and number, and (ii) Contractor's name, address, contact person, and telephone number.

It is the sole responsibility of each Contractor to assure all copies are EXACT duplicates of the original Response. Photocopies or CD copies will be used for the purpose of evaluating the Responses. Any information contained in the original Response which has not been transferred to the CDs or photocopies will NOT be considered. The original document will be used solely for official record keeping and auditing purposes.

2.5 Evaluation of Responses.

A. City will determine the qualifications, interest and availability of Contractors by reviewing all Responses and, when deemed necessary in the sole discretion of City, by conducting formal interviews of selected Contractors.

B. Before making an award, City reserves the right to seek clarifications, revisions, and information it deems necessary for the proper evaluation of Responses. Failure to provide any requested clarifications, revisions or information may result in rejection of the Response.

C. City reserves the right to accept or reject any and all Responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if City determines that doing so will serve City's best interests. City may reject any Response not submitted in the manner specified by the RFP.

2.6 Award of Contract.

A. The process for contract award is set forth in Jacksonville Ordinance Code Sections 126. Generally, City will award the Contract to the responsible and responsive proposer whose Response is determined in writing to be the most advantageous to the City of Jacksonville, based solely on the relative importance assigned to price and of the criteria set forth in Attachment B. If an agreement cannot be reached with the highest ranked Contractor, City reserves the right to make an award to the next highest ranked Contractor or subsequent Contractor(s) until an agreement is reached.

B. City may make an award within sixty (60) days after the date of the Responses are due, during which period the Responses shall remain firm and shall not be withdrawn. Any Response that expresses a shorter duration may, in City's sole discretion, be accepted or rejected. If award is not made within sixty (60) days, the Response shall remain firm until either the Contract is awarded or City receives from Contractor written notice that the Response is withdrawn. [Note: Withdrawal of a Response may be requested within 72 hours (excluding State holidays, Saturdays and Sundays) after the date and time Responses are due. City will not accept an amended Response after the date and time Responses are due.]

C. Except as may otherwise be expressly set forth in the RFP, City intends to award one contract, but reserves the right to enter into a contract with multiple Contractors or to reject all Responses.

D. Based on the evaluation results, City shall electronically post a notice of intended award at City's website. Please contact the Contact Person if you are uncertain of City's website address or if you experience problems accessing it. Any person who is adversely affected by the decision shall file with City a notice of protest in accordance with the Protest provisions of the RFP. City does not intend to provide tabulations or notices of award by telephone.

2.7 **Terms of Agreement**. After award to the successful Contractor, City and Contractor will promptly enter into a written agreement (the "Contract") incorporating the terms of the RFP, the successful Response, and other terms and conditions as may be agreed to between the parties. To the extent the Response contains exceptions to or modifications of the RFP, such exceptions or modifications are stricken unless City affirmatively accepts the exceptions or modifications in the Contract. The Contract will be substantially in the form set forth in an attachment to the RFP. City will not be obligated to pay Contractor for the RFP services until the Contract is signed by both parties. City retains the right to reject all bids and/or amend its notice of award at any time prior to the full execution of the Contract.

If the successful Contractor fails to perform the Services as agreed, City reserves the right to (i) issue a new solicitation for the Services; (ii) reopen the RFP for the purpose of awarding a second contract to another Contractor in accordance with the criteria and processes set forth herein; and/or (iii) take such other actions permitted by law.

2.8 **Public Meetings and Special Accommodations.** Any meetings of the RFP evaluation committee (i.e., the Competitive Sealed Proposal Evaluation Committee), shall be noticed on City's website and shall comply with Florida's Open Meetings Laws. Please contact the Contact Person if you are uncertain of City's website address or if you experience problems accessing it. Persons requiring a special accommodation because of a disability should contact the Contact Person identified in Section 1 at least forty-eight (48) hours prior to the meeting.

2.9 **Ex-Parte Communications**. Communications regarding the RFP by a potential vendor, service provider, bidder, lobbyist or consultant to city employees, staff, or hired consultants are prohibited. This prohibition includes communications with the City's Office of General Counsel unless the Contact Person has authorized those communications in advance. Violations may result in the rejection/disqualification of a Response.

These prohibitions on ex-parte communications do not apply to the following:

- communications regarding the RFP to the Chief of the Procurement Division or the Contact Person, provided the communication is limited strictly to matters of process or procedure already contained in the RFP.
- communications with the city employee responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures.
- communications at any pre-bid conferences.
- presentations before publicly noticed committee meetings.
- contract negotiations during any duly noticed public meeting.
- any duly noticed site visits to determine competency of bidders during the period between bid opening and issuance of the Chief of Procurement Division's written recommendation.

- communications that are necessary for, and solely related to, the ordinary course of business concerning City's existing contract(s) for the materials or services addressed in the RFP.

The period for these prohibitions commences upon the advertisement of the RFP and terminates after the Chief of the Procurement Division issues a written recommendation to the corresponding awarding committee. If the awarding committee refers the Chief's recommendation back for further review, the prohibitions shall be reinstated until such time as the Chief issues a subsequent recommendation.

2.10 **Cost of Developing RFP Response.** All costs related to the preparation of Responses and any related activities are the sole responsibility of Contractor. City assumes no liability for any costs incurred by Contractors throughout the entire selection process.

2.11 **Response Ownership.** All Responses, including attachments, supplementary materials, addenda, etc., shall become property of City and shall not be returned to Contractor. City will have the right to use any and all ideas or adaptation of ideas presented in any Response. Acceptance or rejection of a Response shall not affect this right.

2.12 **Public Records Law; Process For Protecting Trade Secrets and Other Information.** Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public records. As such, all responses to the RFP are public records unless exempt by law. If Contractor considers any portion of its Response to be exempt from disclosure under Florida law, Contractor must provide City with a separate redacted copy of the Response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation. Contractor shall be responsible for defending its determination that the redacted portions of its Response are confidential, trade secret or otherwise not subject to disclosure. Further, Contractor shall protect, defend, and indemnify City for any and all claims arising from or relating to Contractor's determination that the redacted portions of its Response are confidential, trade secret or otherwise not subject to disclosure. If Contractor fails to submit a Redacted Copy with its Response in accordance with Section 2.4 above, City is authorized to produce the entire Response in answer to a public records request.

2.13 **Multiple Responses from Same Contractor; No Collusion.** One response from an individual, firm, partnership, corporation or association under the same or different names is permitted. Reasonable grounds for believing that a Contractor is involved in more than described response for the same work will be cause for rejection of all Responses in which such Contractor is believed to be involved. Any or all Responses will be rejected if there is reason to believe that collusion exists between Contractors. Responses in which the prices obviously are unbalanced will be grounds for rejection.

2.14 **Conflict of Interest.** Section 126.110 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or Contractor. The parties will follow the provisions of Section 126.110, Jacksonville *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with City, to the extent the parties are aware of the same. All Contractors must submit the Conflict of Interest Certificate attached to the RFP.

2.15 **Convicted Vendor List.** A person or affiliate placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes, following a conviction for a public entity crime may not do any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transact business with any public entity in excess of the Category Two threshold amount provided in Section 287.017, Florida Statutes.

2.16 **Discriminatory Vendor List**. An entity or affiliate placed on the State of Florida discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

2.17 **Contractor Representations**. In submitting a Response, Contractor understands, represents, and acknowledges the following (if Contractor cannot so certify to any of following, Contractor shall submit with its Response a written explanation of why it cannot do so).

- Contractor currently has no delinquent obligations to the City of Jacksonville or any of its independent agencies.
- The Response is submitted in good faith and without any prior or future consultation or agreement with any other respondent or potential respondent;
- To the best of the knowledge of the person signing the Response, neither the Contractor, its affiliates, subsidiaries, owners, partners, principals or officers:
    - is currently under investigation by any governmental authority for conspiracy or collusion with respect to bidding on any public contract;
    - is currently under suspension or debarment by any governmental authority in the United States;
    - has within the preceding three years been convicted of or had a civil judgment rendered against it, or is presently indicted for or otherwise criminally or civilly charged, in connection with (i) obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
    - has within the preceding three-year period had one or more federal, state, or local government contracts terminated for cause or default.
- Contractor is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. [This certification applies to contracts of $1,000,000 or more. A list of the companies can be found as a link to "PFIA Quarterly Reports" at www.sbafla.com/fsb/]

- Contractor has read and understands the RFP terms and conditions, and the Response is submitted in conformance with those terms and conditions.
- All representations made by Contractor to City in connection with the RFP have been made after a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Response.
- Contractor shall indemnify, defend, and hold harmless City and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Response.
- All information provided by, and representations made by, Contractor are material and important and may be relied upon by City in awarding the Contract.

2.18 **Protests.** Any protest concerning the RFP shall be made in accordance with the Procurement Protest Procedures established pursuant to Section 126.106(e) of the Jacksonville Ordinance Code. A full copy of the procedures is available on City's website and can also be obtained by contacting City's Contact Person. Please contact the Contact Person if you are uncertain of City's website address or if you experience problems accessing it. Questions and requests made to the Contact Person shall not constitute formal Notice of Protest.

The Procurement Protest Procedures include the following provisions:

- a Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an amendment, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.
- a Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a . . . recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short-listing of bidders or proposers.
- A written Notice of Protest shall: (i) be addressed to the Chief [of Jacksonville's Procurement Division]; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.
- At the time of filing a timely Notice of Protest, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to same.
- The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement Division at 214 North Hogan Street, Suite 899, Jacksonville, Florida 32202, or by electronic transfer via facsimile to (904) 255-8837. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

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Section 3
General Terms and Conditions of Agreement

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3.1. Provision of Services. Contractor shall provide City with all of the services and deliverables described in the RFP, the Response and the resulting Contract (collectively, the "Services"). If any services, functions or responsibilities are not specifically described in the RFP, the Response or the resulting Contract but are necessary for the proper performance and provision of the Services, they

shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein.

3.2. **Relationship of the Parties.** In performance of the Services, Contractor shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of City. Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract.

3.3. **City's Right to Make Changes.** City may unilaterally require, by written order, changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of the Contract. City will make an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Contractor, which shall not be unreasonably withheld. The Parties will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Contractor personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

3.4. **Service Warranties.** Contractor warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with the Contract and the standards prevailing in the industry. Contractor shall also undertake the following actions without additional consideration during the term of the Contract and for one year thereafter: (i) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of Contractor; and (ii) conferring with City for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by City shall not relieve Contractor of these responsibilities. The warranties and covenants in this paragraph will extend to all subcontractors as well.

The foregoing warranties and covenants shall not apply (i) with respect to any portions of the Service that have been produced by anyone other than Contractor or its subcontractors; (ii) to any modifications made by anyone other than Contractor or its subcontractors or without Contractor's specific prior written consent; or (iii) to any use of the Service in a manner or for any purpose other than those contemplated in the Contract. **EXCEPT AS EXPRESSLY STATED IN THE CONTRACT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR'S WARRANTIES EXTEND SOLELY TO CITY.**

3.5. **City Will Assist Contractor.** At Contractor's request, City will provide reasonable assistance and cooperation to Contractor, including the supply of any data and information necessary for Contractor to provide the Services. City will also designate a Contract Manager who will, on behalf of City, work with Contractor and administer the Contract in accordance with its terms.

3.6. **Location Requirements for Services.** Unless otherwise stated in the RFP or the Response, the majority of the Services shall be performed within Duval County, Florida and no Services will be performed outside of the United States. These restrictions may be modified in writing if City determines, in its sole discretion, that the restrictions impose an undue burden on Contractor's ability to perform the Services as contemplated in the Contract.

3.7. **Use of Subcontractors; Flow-Down Provisions.** Except to the extent the use of subcontractors is disclosed in the Response or consented to in writing by City, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Contractor will be responsible for the acts or omissions of its subcontractors. Contractor will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services,

termination, transition assistance, warranties, and the manner in which the Services are to be performed).

3.8. **Meetings and Reports.** Contractor must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by City and Contractor can reasonably schedule its appearance. Unless otherwise agreed, Contractor shall provide a monthly report summarizing Contractor's performance. Contractor shall provide other periodic reports respecting the Services as City reasonably requests.

3.9. **Ownership of Works.**

(a) As used in Sections 3.9 and 3.10, the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to City pursuant to the Contract.

(b) With the exception of Contractor's pre-existing intellectual capital and third-party intellectual capital as described in Section 3.10 below, City shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Contractor specifically for City in connection with the Contract, and derivative works relating to the foregoing. The use of these Works in any manner by City shall not support any claim by Contractor for additional compensation.

(c) Each Work, and any portion thereof, shall be a "work made for hire" for City pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but previously developed by Contractor specifically for other customers of Contractor or for the purpose of providing substantially similar services to other Contractor customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, Contractor hereby irrevocably assigns, transfers, and conveys to City, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, Contractor acknowledges that City shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as City may reasonably request, to perfect or evidence City's ownership of the Work.

3.10. **Intellectual Property.**

(a) Contractor grants to City an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to City) Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for City an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets,

patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) Should City, or any third party obtaining such Work through City, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at City's and such third party's sole risk.

3.11. **Software Development Processes and Standards**. To the extent any software is developed, modified, or otherwise procured under the Contract, Contractor will use commercially-accepted software development and documentation processes and standards.

3.12. **Limitation of Warranty for City-Furnished Software**. In lieu of any other warranty expressed or implied herein, City warrants that any programming aids and software packages supplied for Contractor use as City-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by City from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should City furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify City and supply documentation regarding any defects and their effect on progress on the Contract. City will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by the City-furnished property in accordance with the procedures provided for in Section 3.3 above ("City's Right to Make Changes").

3.13. **Loss of Data**. If any City data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for correcting and recreating all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer in the manner and on the schedule set by City. This remedy shall be in addition to any other remedy City may be entitled to by law or the Contract.

3.14. **Purchase Orders**. If the Contract requires a Service to be ordered by City via purchase order, Contractor shall not deliver or furnish the Service until a City transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by City directly with Contractor, and shall be deemed to incorporate by reference the Contract. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to City.

3.15. **Best Pricing for Comparable Services to Other Government Entities**. Compensation for the Services shall be as set forth in the Contract. During the Contract term, if Contractor offers better pricing to other government entities for substantially the same or a smaller quantity of Services upon the same or similar terms of the Contract ("Better Pricing"), then the price under the Contract shall be immediately reduced to the better price. City may require Contractor to certify on an annual basis that Better Pricing (as defined above) does not exist.

3.16. **Invoicing and Payment**.

(a) Unless otherwise specified in the RFP, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. City may require any other information from Contractor that City deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor

approximately forty-five (45) days after receipt and acceptance of a proper invoice. City does not pay service charges, interest or late fees unless required by law.

(b) To the extent Contractor's fees include reimbursement for travel or travel- related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, Jacksonville Ordinance Code.

(c) City's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

3.17. **Taxes.** City is generally exempt from any taxes imposed by the State of Florida or the Federal Government. Exemption certificates will be provided upon request. Contractor shall not include any state, local and federal taxes in any prices quoted to City.

3.18. **Right of Setoff.** City may, in addition to other remedies available at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted in good faith by City (or any other local government entity or authority located in Duval County, Florida) against Contractor.

3.19. **Retention of Records / Audits.**

(a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient.

(b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to City. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by City (including City's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge City for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and City shall be permitted to bring its photocopying equipment if City so desires.

(d) Contractor must comply with and cooperate in any audits or reports requested by City, and must ensure that all related party transactions are disclosed to the auditor.

(e) Contractor must permit City to interview any of Contractor's employees, subcontractors and subcontractor employees to assure City of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or City is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge City for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f) Following any audit or review, if performance of Contractor is, in the opinion of City, deficient, City will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to City, said corrective plan within ten (10) days of receiving City's written report.

Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after City's receipt of the corrective action plan.

(g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes.

(h) Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments.

(i) Contractor agrees to reimburse City for the reasonable costs of investigation incurred by City for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

3.20. **Contractor's Operations Indemnification**. See Attachment J

3.21. **Contractor's Operations Insurance**. See Attachment K

3.22. **City's Right to Suspend Work.** City may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, City shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

3.23. **City's Right to Terminate for Convenience**. City reserves the right to terminate the Contract at any time and for any reason by giving written notice to Contractor. If the Contract is terminated for convenience as provided herein, City will be relieved of all further obligations other than payment for that amount of Services actually performed to the date of termination. Access to any and all work papers will be provided to the District after the termination of the Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate the Contract for convenience; it being understood that City's payment for Services forms the consideration for Contractor not having this right. In the event of City's termination of the Contract, City (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in Section 3.26 below.

3.24. **City's Remedies Upon Contractor Default**. Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in the Contract or any extension, (2) Contractor fails to maintain adequate progress, thus endangering performance of the Contract, (3) Contractor fails to honor any other material term of the Contract, or (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. City may extend the 10-day cure period in its discretion.

In addition, the following shall constitute an immediate Event of Default with no right cure: (i) Contractor is found to have made a false representation or certification in its Response, or (ii) Contractor has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector.

Upon an "Event of Default" on the part of Contractor, City will be entitled to terminate the Contract and pursue such other remedies available at law or equity, including the recovery of any re-procurement costs and delay damages. The rights and remedies available to City under the Contract are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience.

3.25. **Contractor Remedies Upon City Default**. City shall be in default if City fails to honor any material term of the Contract, and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of City's default, Contractor will be entitled to terminate the Contract and pursue such other remedies available at law or equity as it deems appropriate. **Except as expressly provided elsewhere in the Contract, Contractor will not be entitled to recover any lost profits or consequential damages.** The rights and remedies available to Contractor under the Contract are distinct, separate and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

3.26. **Transition Services**. At any time prior to the date the Contract expires or terminates for any reason (the "Termination Date"), City may request Contractor to provide reasonable transition assistance services ("Transition Assistance"). Contractor shall provide such Transition Assistance until such time as City notifies Contractor that City no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service provider (either City itself or a third-party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by City, those third parties shall cooperate with Contractor in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Contractor.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to City. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Contractor charges to government entities for comparable services; provided however, that if City terminates the Contract because of a breach by Contractor, then (i) the Transition Assistance shall be provided at no cost to City, and (ii) City will be entitled to any other remedies available to it under law. Contractor may withhold Transition Assistance after the Termination Date if City does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Contractor in accordance with the invoicing and payment provisions of the Contract.

3.27. **Force Majeure, Notice of Delay, and No Damages for Delay**. Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors or agents). Contractor shall notify City in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, City will give Contractor a reasonable extension of time to perform; provided, however, that City may elect to terminate the Contract in whole or in part if City determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to City. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO**

DELAY. No claim for damages, other than for an extension of time, shall be asserted against City. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

3.28. **No Waiver.** The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, City's payment for the Services shall not release Contractor of its obligations under the Contract and shall not be deemed a waiver of City's right to insist upon strict performance hereof.

3.29. **Qualification of Contractor Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors and agents performing work under the Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative requirements of City and with all controlling laws and regulations relevant to the services they are providing under the Contract. City may conduct, and Contractor shall cooperate in, a security background check or other assessment of any employee, subcontractor or agent furnished by Contractor. City may refuse access to, or require replacement of, any personnel for reasonable cause.

Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors and agents are not considered employees of City. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than City.

As a condition to providing services to City, Contractor (and any subcontractor) will enroll and participate in the federal E-Verify Program within thirty days of the effective date of the Contract. Proof of enrollment and participation will be made available to City upon request.

3.30. **Security Procedures.** Contractor and its employees, subcontractors and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida and City in performance of the Contract. City agrees that any security procedures imposed by City specifically for the Contract will be reasonable and will not impose any unreasonable costs or hardships.

3.31. **Restrictions on the Use or Disclosure of City's Information.** Contractor shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of City. At City's request, all information furnished by City will be returned to City upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on City's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Contract.

3.32. **Protection of Contractor's Trade Secrets and Other Confidential Information.** All documents received by City in connection with this Agreement are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to City. City agrees to notify Contractor of any third-party

request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, City may release the requested information. Such release shall be deemed for purposes of the Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

3.33. **Assignment.** Each party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of the Contract. Contractor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under the Contract without the prior written consent of City. In the event of any assignment, Contractor shall remain liable for performance of the Contract unless City expressly waives such liability. City may assign the Contract with prior written notice to Contractor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of City.

3.34. **Notice and Approval of Changes in Ownership.** Because the award of the Contract may have been predicated upon Contractor's ownership structure, Contractor agrees that any transfer of a substantial interest in Contractor by any of its owners shall require City's prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of the Contract, Contractor represents that it has no knowledge of any intent to transfer a substantial interest in Contractor. A substantial interest shall mean at least 25% of the voting shares in Contractor. This section shall not apply to (i) transfers occurring upon the incapacitation or death of an owner; (ii) transfers associated with an initial public offering on the NYSE or NASDAQ markets; or (iii) transfers to a company whose stock is publicly traded on the NYSE or NASDAQ markets.

3.35. **Assignment of Antitrust Claims.** Contractor and City recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by City. Therefore, Contractor hereby assigns to City any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials or services purchased in connection with the Contract.

3.36. **Equal Employment Opportunity.** The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above cited terms, written evidence of such exempt status must be provided to City.

3.37. **Other Non-Discrimination Provisions.** As required by Section 126.404, Jacksonville Ordinance Code, Contractor represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of the Contract. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

3.38. **Prompt Payment to Subcontractors and Suppliers.** The following is required by Chapter 126, Part 6, Jacksonville Ordinance Code; provided however, if Contractor does not use JSEB subcontractors, as identified below, this Section 3.38 shall not apply:

(a) *Generally.* When Contractor receives payment from City for labor, services or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after Contractor's receipt of payment from City. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, Contractor may dispute the disputed portion of any such payment only after Contractor has provided notice to the City and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to City and said subcontractor or supplier within ten (10) calendar days after Contractor's receipt of payment from City. Contractor shall pay all undisputed amounts due within the time limits imposed by this Section.

(b) *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code, Contractor shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB"), as defined therein, their pro rata share of their earned portion of the progress payments made by City under the Contract within seven (7) business days after Contractor's receipt of payment from City (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to City, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB's from all prior payments Contractor has received from City. Contractor shall not unreasonably withhold payments to certified JSEB's if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEB's, which payment has been made by City to Contractor, Contractor shall return said payment to City. Contractor shall provide notice to City and to the certified JSEB's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to City and said JSEB's within five (5) calendar days after Contractor's receipt of payment from City. Contractor shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEB's within seven (7) business days shall be a breach of the Contract, compensable by one per-cent (1%) of the outstanding invoice being withheld by City, not as a penalty, but as liquidated damages to compensate for the additional contract administration by City.

(c) *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between City and any subcontractor, supplier, JSEB or any third party or create any City liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of Contractor's contractual obligations to City. As a result of said breach, City, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily late payment charge or the charges specified in said Chapter 126 of the Jacksonville Ordinance Code for JSEB's and in Chapter 218, Florida Statutes, for non-JSEB's, whichever is greater.

3.39. **Conflicts of Interest**. Contractor acknowledges that Section 126.110 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

3.40. **Contingent Fees Prohibited.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona- fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, City shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

3.41. **Truth in Negotiation Certificate**. The execution of the Contract by Contractor shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby Contractor states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further Contractor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where City determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of the Contract.

3.42. **Compliance with Applicable Laws.** Contractor (and any subcontractors) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code); and
- All licensing and certification requirements applicable to performing the Services.

3.43. **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. These purchases are independent of the agreement between City and Contractor, and City shall not be a party to such transactions.

3.44. **Warranty of Ability to Perform.** Contractor warrants that (i) it is ready, willing and able to perform its obligations under the Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify City in writing if its ability to perform is compromised in any manner during the term of the Contract.

3.45. **Warranty of Authority to Sign Contract.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

3.46. **Governing State Law/Severability/Venue/Waiver of Jury Trial.** The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

3.47. **Construction.** Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically

prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

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Section 4
Description and Scope of Services

4.1 Description of Service Area I

The scope of work for this solicitation includes furnishing all labor, equipment, supervision, expenses, fees, taxes, etc. as necessary to collect and transport residential curbside solid waste and recyclables for 76,044 residential premise counts (includes 75,656 residential, 214 small commercial garbage, 30 commercial yard waste and 144 multifamily) as described in Section 1.4 of this RFP for the following service area:

Service Area I. Beginning at the southwest corner of Duval County at the intersection of the Duval County, Baker County and Clay County lines; Thence northerly along the Baker County-Duval County line to the intersection of the Baker County, Duval County and Nassau County lines; Thence northeasterly along the Duval County-Nassau County line to an intersection with the centerline of New Kings road (U.S. 1); Thence southeasterly along the centerline of New Kings Road to a intersection with the southerly right-of-way of Interstate 295; Thence northeasterly along the southerly right-of-way of Interstate 295 to an intersection with the centerline of Trout River; Thence easterly along the centerline of Trout River to an intersection with the centerline of Lem Turner Road; Thence southeasterly along the centerline of Lem Turner Road to an intersection with the center of Soutel Drive; Thence southwesterly along the centerline of Soutel Drive to an intersection with the centerline of Ribault Avenue; Thence southerly along the centerline of Ribault Avenue to an intersection with the centerline of the Ribault River; Thence southwesterly along the Ribault River to an intersection with the centerline of Moncrief Road; Thence southeasterly along the centerline of Moncrief Road to an intersection with the centerline of Cleveland Road; Then southerly along the centerline of Cleveland Road to an intersection with the centerline of Edgewood Avenue; Thence southwesterly along the centerline of Edgewood Avenue to an intersection with the centerline of New Kings Road; Thence southeasterly along the centerline of New Kings Road to an intersection with the centerline of 45th Street West; Thence northeasterly along the centerline of 45th Street to an intersection with the centerline of Longleaf Street; Thence southeasterly along the centerline of Longleaf Street to an intersection with the centerline of Westside Boulevard; Thence easterly along the centerline of Westside Boulevard to an intersection with the centerline of Vernon Road; Thence southerly along Vernon Road to an intersection with the centerline of the lands of CSX Transportation (a 60 foot wide railroad right-of-way); Thence in a southwesterly direction along last said centerline to an intersection with the centerline of Old Kings Road; Thence southeasterly along last said centerline to an intersection with the centerline of Milson Avenue; Thence southwesterly and southerly along last said centerline to an intersection with the centerline of Beaver Street; Thence northeasterly along last said centerline to an intersection with a southerly prolongation of the easterly right-of-way line of St. Clair Street; Thence southerly along an extension of last said prolongation to an intersection with the southerly boundary of Block 4, as shown on the plat of Woodstock Park, as recorded in in plat book 5, page 17 of said current public records; Thence northeasterly along last said boundary to an intersection with the northerly prolongation of the centerline of Nelson Street; Thence southerly along last said line to an intersection with the northerly boundary of block 1 as shown on the plat of the Replat of W.R. Thompson subdivision, as recorded in plat book 3, page 46 of said public records; Thence southwesterly along last said boundary to an intersection with the westerly right-of-way of Thompson Street; Thence southerly along last said line to an intersection with the centerline of Warrington Street; Thence westerly along last said line to an intersection with the centerline of Druid Street; Thence southerly along last said line to an intersection with the centerline of Ray Ford Street; Thence westerly along last said line to an intersection with the centerline of Melba Street; Thence southerly along last said centerline to an intersection with Gilmore Street; Thence westerly along last said line to an intersection with the centerline of Luna Street; Thence southerly along last said line to an intersection with the northerly boundary of the plat of a Replat of part of Murray Hill Heights as recorded in plat book 5, page 86 of said current public records; Thence westerly along last said boundary to an intersection with the westerly right-of-way line of Meteor Street;

Thence southeasterly along last said right-of-way line to an intersection with the northwesterly line of lot 119 block 77 as shown on said Replat of part of Murray Hill Heights; Thence southwesterly along last said line and a southwesterly prolongation thereof to an intersection with the centerline of Edgewood Avenue; Thence northwesterly along last said centerline to an intersection with the centerline of Interstate 10; Thence southwesterly along last said centerline to an intersection with the centerline of Cassat Avenue; Thence southerly along last said centerline to an intersection with the centerline of Kingsbury Street; Thence easterly along last said centerline to an intersection with the easterly boundary of the plat of Murray School Park, as recorded in plat book 19, page 24 of said current public records; Thence southerly along last said boundary to an intersection with the centerline of Roosevelt Boulevard; Thence southerly and southeasterly along last said centerline to an intersection with the centerline of Verona Avenue; Thence in a northeasterly direction along the centerline of said Verona Avenue to an intersection with the easterly right-of-way of Ortega Boulevard; Thence northerly along last said right-of-way line to an intersection with the northerly boundary of Ortega Estates, shown and recorded in plat book 17, page 33 of the current public records of Duval County, Florida; Thence southeasterly along said northerly boundary to a intersection with the waters of the St. Johns River; Thence in a southerly direction along the center of the St. Johns River to an intersection with a northerly prolongation the lands of the United State of America (also known as Naval Air Station Jacksonville); Thence southerly and westerly along the northerly and westerly boundary thereof last said lands to an intersection with the easterly right-of-way line of aforesaid Roosevelt Boulevard; Thence in a southerly direction following last said line to an intersection with the southerly boundary of last said lands of Naval Air Station Jacksonville; Thence following the southerly boundary of last said lands to an intersection with the waters of the aforesaid St. Johns River; Thence in a southerly direction following the meandering thereof to an intersection with the Duval County-Clay County line; Thence westerly along the Duval County-Clay County line to the point of beginning; Excepting that part lying within Urban Services District Five.

4.2 Minimum Contract Requirements

Timeframe – The Contractor must be fully operational and ready to collect and transport residential curbside wastes on **October 01, 2023 and operate for six (6) years.**

The Contractor should locate their facility as close as practically possible to Service Area I, including any and all purchasing or securing of the parcel(s), and will be responsible for all zoning, permitting, design, construction, construction administration and operation of the Contract as listed in the bid documents. The Contractor shall, at his own expense, procure and maintain all permits, certificates and licenses required of it by law, rule or regulation for the execution of its work. The Contractor shall comply will all laws, ordinances, rules and regulations, relating to the performance of the work. The site(s) must have the correct zoning or zoning exception for the activity covered under this contract including applicable hours of operations, set-backs and/or all other conditions as required by zoning.

The Contractor shall maintain all interior roadways of ingress and egress accessing the facility site in good condition. The roadways shall be free of potholes and debris.

The Contractor shall at a minimum, provide a paved road leading off of the public roadway with proper turning radius and acceleration/deceleration lanes pursuant to applicable City of Jacksonville and Florida Department of Transportation design criteria.

The Perimeter of the Contractor`s site shall be fenced to prevent unauthorized access.

The Contractor shall operate their facility in such a way as to prevent or limit the impact of noise, traffic, dust, litter, odors, stormwater runoff, visual impacts and other impacts which may pose a threat to the environment, the site, and the surrounding areas.

The Contractor shall provide at a minimum number of collection and transportation vehicles as listed below:

Garbage	22	Automated side load tippers
Yard waste	9	Rear load with dual tippers
Recycling	9	Automated side load tippers
Bulk	6	Rear load with dual tippers
Appliance	1	

Collection and transportation vehicles for garbage, recycling and all other solid waste that can fit into the automated 64-gallon and 96-gallon carts to be collected under the RFP shall be automated side load vehicles.

Collection and transportation vehicles for bulky waste, yard waste, C&D wastes, and all other solid waste that cannot be fitted into the automated carts to be collected under the RFP with the exception of appliance vehicles shall be rear load vehicles.

Bidders MUST submit with their bid a schedule guaranteeing a date when they can begin collection of curbside residential solid wastes.

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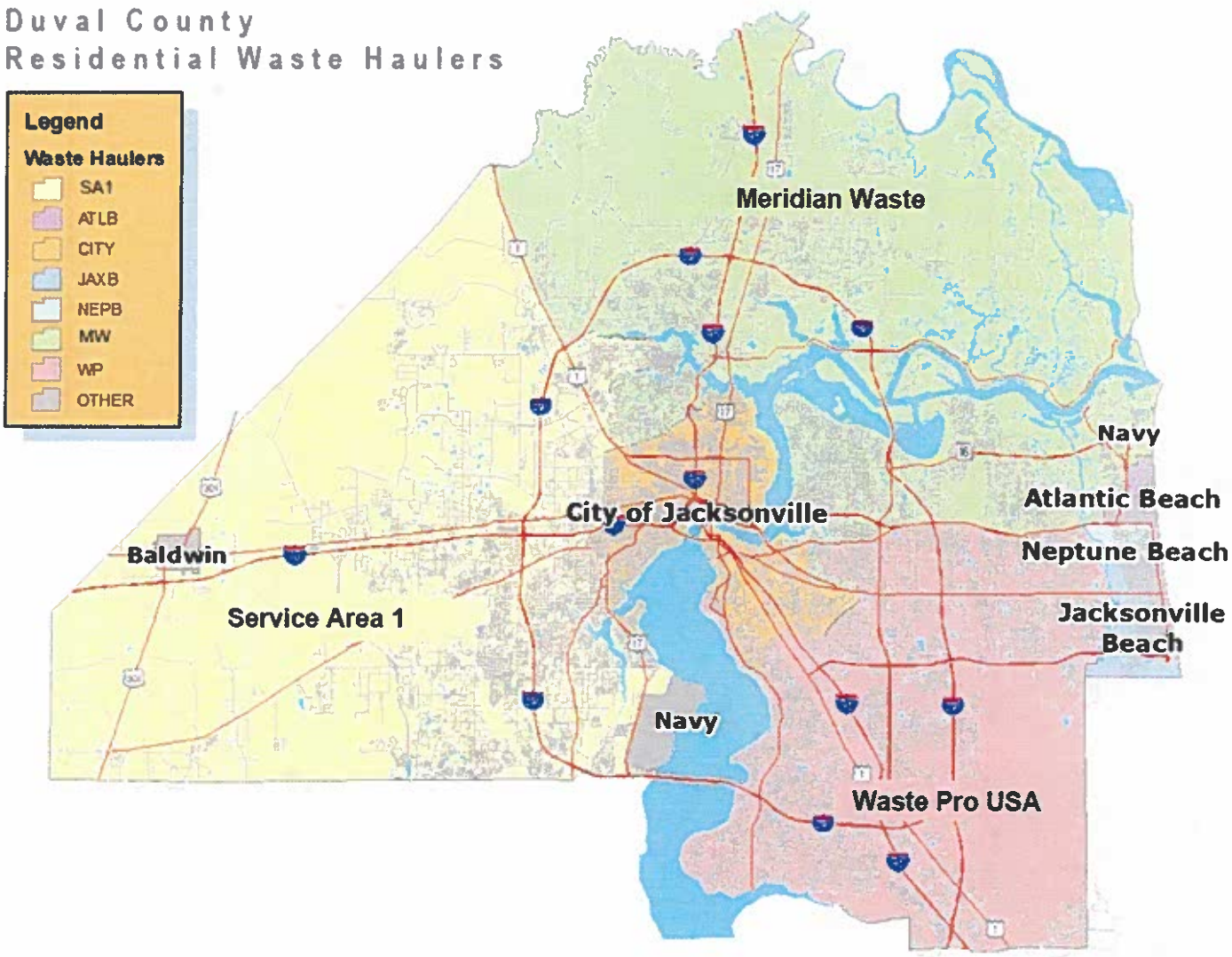
4.3 Service Area I Map



Attachment A – Response Format

To maintain comparability and facilitate the evaluation process, Responses shall be organized in the manner set forth below. Tab delineations for each of the five sections would be helpful.

1) **Title Page:** Include RFP Title, RFP Number, Contractor's full name, address, phone number.

2) **Cover Letter:** Include the following:

- Date of Letter.
- RFP Title and Number
- Contractor's full name, address and phone number.
- Names of the persons who will be authorized to make representations for the Contractor, their titles, addresses (including email address) and telephone numbers.
- Contractor's Federal Employer ID Number.
- Acknowledgement that (i) the Response is based on the terms set forth in the RFP and all amendments thereto posted on City's website as of the date of the Response, and (ii) the Contractor will be responsible for monitoring City's website for subsequent amendments and for either maintaining, amending or withdrawing the Response prior to the Response Due Date based on those subsequent amendments.
- Signature of Authorized Representative.

3) **Required Forms.** Attach all forms identified in Section 1 or in Attachments C or E, each signed by an authorized representative. Examples of the forms that may be required include:

- Signed Bid Form
- Conflict of Interest Certificate.
- Bid Proposal Form (Form 1)
- Business References. (if requested)
- Equal Business Opportunity Program Forms (if required in Attachment C).

4) **Proof of Minimum Requirements.** Responses will ONLY be accepted from companies meeting the minimum requirements in Section 1 of the RFP. Contractor must provide clear documentation that they meet the minimum requirements.

5) **Statement of Qualifications.** This portion of the Response will be used to provide the information City needs to evaluate how well the Contractor meets the criteria listed in Attachment B – Evaluation Criteria. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Response as non-responsive. Please divide this portion of the Response into subsections that correspond to each of the listed criteria.

Each application shall be sworn before a notary public or other officer authorized to administer oaths in the following terms: *I swear (or affirm) under the penalties of perjury that the information given in this application is true and correct.*

At a minimum, the applications shall comply with the requirements of Ordinance 382.305 as outlined below as applicable:

The full name and address of the applicant.

The character of the organization, that is, whether a corporation, company, association, joint stock association, individual proprietorship, firm or partnership.

If a corporation, the full name and home address, social security number and date of birth of each officer and director, and a copy of its articles of incorporation and all amendments thereto.

The date the business was legally organized and, if now in business, the date of commencement of service to customers.

If the applicant is:

> An individual, firm, association or partnership, the full name and home address, social security number and date of birth of all parties owning an interest in the applicant.
>
> A partnership, a copy of the partnership agreement and all amendments thereto.
>
> A corporation, the names and addresses of all the stockholders of the corporation and the percentage of the total stock held by each stockholder; and the full name, home address, social security number and date of birth of all stockholders of the corporation owning five percent or more of the common or preferred stock.

If the applicant is a partly or wholly owned subsidiary of another business entity, the latter entity's full name, business address and state of incorporation or organization, and the extent of the entity's ownership of the applicant. As to the latter entity, the full name, date of birth, home address and social security number of the owner if a proprietorship; of each partner if a partnership; or of each officer, director and person owning five percent or more of the common or preferred stock if a corporation, shall be provided. In addition, if the latter entity is a corporation, the names and addresses of all stockholders of the corporation shall be provided. Please note, under Section 119, this information shall remain confidential and will not be subject to a public records request.

A detailed and audited statement of the financial condition of the applicant, prepared by a duly licensed independent certified public accountant, showing all assets and liabilities of every kind and character, including secured and unsecured debts, judgments, current indebtedness and all other liabilities.

A detailed and audited statement of profit and loss of the applicant prepared by a duly licensed independent certified public accountant, for the preceding calendar or fiscal year if the applicant has operated for that period.

If the applicant is a partly or wholly owned subsidiary of another business entity, the same information required by subsection (g) and (h) of section 382.305 for to the latter business entity.

A detailed projected statement of operations for the applicant's next succeeding fiscal year, with supplementary information detailing the following:

> A schedule of fixed assets, depreciation expense and reserve for depreciation which shall include a detailed list of all vehicles and equipment presently in use, including make, model, year, capacity, remaining service life and other pertinent data. The applicant shall also provide a detailed list of vehicles and equipment it intends to acquire in the event that the applicant is awarded a contract, together with its projected method of financing these additions.
>
> The garbage trucks and recycle trucks shall be equipped with a hydraulic side lift suitable for grasping, lifting and dumping 64-gallon and 95-gallon recycle

containers. Yard waste, bulky wastes and C&D waste trucks shall be rear loading and equipped with two rear mounted hydraulic container lifts. Each truck shall be no less than 32 cubic yards in volume.

A schedule of all personnel required to operate for the projected year, including supervisory and management personnel, including the job description, number of personnel and compensation for each classification.

Estimated number of residences to be served, with supportive data and method of determining the number of residences. The residential premise counts for Service Area I that will be used for determining your bid pricing is 76,231 including embedded small business entities based on the 1/31/2022 monthly hauler payment for service area I.

Data on the sanitary landfill and yard waste site to be used at time of application including:

Location - Trail Ridge Landfill, 5110 US Highway 301 South, Baldwin, Florida

Landowner – City of Jacksonville

Operator – Trail Ridge Landfill, Inc. (a.k.a Waste Management)

Size (acres) – 977 acres

Remaining life (years) - 33

Copy of certificate of public convenience and necessity issued by the Department, if operated by applicant. ***Not required.***

A statement of projected cost of operations for landfill and disposal. ***Not required.***

Data on the recycling materials facility to be used at time of application including:

Location – Republic Services North Florida Recycling Center, 7000 Imeson Road, Jacksonville, Florida 32219

Data on the white goods facility to be used at time of application including:

Location – City of Jacksonville Household Hazardous Waste Facility 2675 Commonwealth Avenue Jacksonville, Florida 32254

Data on the waste tire facility to be used at time of application including:

Location – City of Jacksonville Maintenance Facility 1050 Superior Street Jacksonville, Florida 32254

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Attachment B– Evaluation Matrix

The evaluations will be based upon the following criteria, and Contractors are requested to provide, as a minimum, the information listed under each criterion. **Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive.** The response to each of the criterion will be evaluated relative to the other responses received and will be awarded a score up to a maximum as specified below for each evaluation criteria. Contractors are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion. **Each bidder's submittal will be scored according to a 100 total point score.**

I. **Corporate Experience**. Including professional and/or technical education and training certifications; experience in the kind of project to be undertaken; availability of adequate personnel, equipment and facilities and the extent of repeat business of the persons. Provide the number and experience of entire company staff including the number and experience of the personnel assigned to this project. Provide name and office locations of sub consultants and percent of service for this contract. Include all licenses or certifications required for the project personnel assigned to this RFP. List projects similar to the one in the RFP, which have been satisfactorily completed. Provide resumes of principal staff/project manager showing years of experience in the field to which they are assigned for this project. **(10 points maximum score).**

II. **Financial Capacity and Assurances**. Describe form of business, i.e., proprietorship, partnership, corporation; years in business; changes in ownership; bank references(s); past, present, pending and/or threatened legal proceedings within any forum; and any other information the contractor may wish to supply to demonstrate financial responsibility. Additionally, the contractor must demonstrate that they obtain or have the ability to obtain the financial capacity to fulfill the requirements of this RFP from a capital expenditure and operational perspective to include:

- Letters of credit, and/or financial commitments totaling $12 million
- Performance Bonding capacity must exceed $12 million
- Must demonstrate ability to meet insurance and indemnification requirements of this RFP

Failure to provide all listed information and documentation (including Attachment A data) will result in a score less than the maximum for this criterion. **(10 points maximum score).**

III. **Past Service Evaluation.** Contractor shall supply at least three but no more than five references including contact and contract information including contracting entity, value of contract and length of contract for past performance evaluation on similar solid waste collection and transportation service contracts. The references must be willing to provide their evaluation of the contractor's past performance to the City. The City will request the reference to judge the bidder's service levels for ratings of excellent, very good, good, poor and unsatisfactory. The references must be able to provide input for service levels and complaints that involve automated garbage and recycling vehicles and bulk collections within the automated service area **(25 points maximum score).**

IV. **Transport Fleet - Average Age in Years of Contractors Fleet**. The City views that the operating fleet age relates to the bidder's performance and customer satisfaction therefore, the bidder shall be required to maintain a fleet that is in good operational and mechanical condition with a maximum average age of any vehicle set at 6-years. A graduated scoring scale will be used to score the bidder's average age of fleet with the highest score awarded closest to the 6-year average age of the fleet. The bidder will submit an existing vehicle inventory (including vehicle size and type) or vendor price quote and number of vehicles for evaluation. The cost of any equipment or vehicle to be used for this RFP will be incorporated into the offered unit price per premise. Scoring will be further broken down for each time frame category. **(10 points maximum score).**

V. **Transport Fleet – Clean Energy Bonus.** The City strives to provide a clean, efficient and environmentally friendly service to the citizens of Duval for increased quality of life. As such, the

City promotes the use of clean fuels in vehicles and equipment performing City services. A graduated scoring scale will be used to score the bidder's percentage of the clean fueled vehicles of the fleet with a score of 0 point for 0%, 1 point for 1-20%, 2 points for 21-40%, 3 points for 41-60%, 4 points for 61-80% and 5 points for 81-100%. **(5 points maximum score).**

VI. **Workforce – Second Chance Bonus.** The City recognizes that all it citizens deserve an opportunity to work and support their families, As such, the City promotes companies that provide Second Chances for potential employees that may have been previously incarcerated or convicted **(5 points maximum score).**

VII. **Cost per Premise**. In the evaluation of the bid pricing on Form 1, the City will use a sliding scale from lowest to highest rank score for the per premise price, hourly rate for change of disposal site and declared storm generated yard waste per ton. Each bidder shall determine their bid pricing for Form 1 by using the Chart of Accounts Table and Residential Route Information Table contained in Attachments G and H, respectively to obtain the Base Rate Component with the allowable markups (Form 1 per premise price). The City will provide fuel for FY23-24 and shall be capped at not to exceed 355,000 gallons. Exact fuel caps for FY24-25, FY25-26 and FY26-27 will be negotiated during contract discussions with the highest ranked bidder. Future fuel caps will be adjusted by the Rate Review as per Section 7 of the attached contract contained in Attachment D. The lowest price per premise will get a maximum of 35 points. The second lowest price per premise will be scored by dividing the lowest price by the second lowest price and multiplying the percentage by 35. The third, fourth, fifth and so on lowest price will be scored in the same manner **(35 points maximum score).**

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EQUAL BUSINESS OPPORTUNITY PROGRAM
PROJECT GOALS PLANS
ENCOURAGEMENT/PARTICIPATION/SET-ASIDE

A. POLICY

Pursuant to Part 6 of Chapter 126, Jacksonville Ordinance Code, the City of Jacksonville encourages the utilization and participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regards to enhancing participation of JSEBs in all areas of procurement.

Please be advised that, to be counted toward meeting the participation percentage goal defined herein, all JSEBs shall be certified by the City in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code, AT THE TIME OF BID OPENING.

All designations (to include Encouragement) the bidder/proposer must adhere to the following process:

- **The bidder/proposer shall provide interested JSEB's with timely (at a minimum 1 week notice prior to bid submission) adequate information about the plans, specifications, and other such requirements of the bid documents to facilitate a prepared and adequate response/quote.**
- **The bidder/proposer must follow up the initial solicitation with the EBO office. Note: JSEB vendor must provide pricing (based on scope of work provided by bidder/proposer) and not a price or percentage "given" by the bidder/proposer.**
- **Identify a portion of work available to JSEB's using the Letter of Intent and attach the Scope of work to be provided for each vendor.**
- **Bidder proposer can call the EBO office to obtain the list of JSEB'S that are ready, willing, and able. The JSEB office has 48 hours to provide the requested list. Prime contractors can also access the list of JSEB through 1Cloud and the JSEB webpage under the JSEB directory. If you have difficulty securing JSEBs to meet the requirements you should contact the EBO/JSEB Program.**
- **In the event that a bidder/proposer must submit alternate pricing and if affects the JSEB goal there must be a scope of work provided to the JSEB and the scope as well as the alternate pricing must be submitted with the bid documentation.**

In the event bidders/proposers are unable to obtain bids from JSEB subcontractors that equal or exceed the percentage established in the participation goals, shall at minimum, submit, at the time of bid opening a Notice of Intent to Submit the Good Faith Effort Form (Form 4). This is outlined in the Good Faith Effort category in Section I.

B. JSEB OBLIGATION

Bidders/proposers are required to make all efforts reasonably possible to ensure that JSEBs have a full and fair opportunity to compete for performance on this project. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

C. ELIGIBILITY

1. To be considered eligible for contract award, the Contractor shall include with the bid/proposal an original Form 1 (Schedule of Subcontractor/Subconsultant Participation).

a. For solicitations that are not project specific, such as: misc. services, design build, etc.; a percentage will initially be accepted with the bid submittal on Form 1 and the Letters of Intent.

b. For solicitations that are project specific you will be required to provide a dollar amount on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

2. Each certified JSEB must submit to the prime contractor a Letter of Intent and scope of work to perform a specific task related to the project. The Letter of Intent must include the JSEB subcontractor's name, the scope of work to be performed, and the dollar value of the work to be performed by the JSEB (the information contained in the Letters of Intent must reflect the information contained in the bidder's Schedule of Subcontractor/Subconsultant Participation). **Copies of the Form 1 and the Letters of Intent signed by the JSEB subcontractors or suppliers must be submitted at the time of the scheduled bid opening.** Failure to submit the Letter(s) of Intent at the scheduled bid opening may result in the bid in question being rejected as non-responsive.

a. All JSEBs must be subcontracted in the area that they are licensed and certified, in accordance with the requirements of Part 6, Chapter 126, Jacksonville Ordinance Code.

D. COMPLIANCE

All bidders, proposers or subcontractors participating in this project are hereby notified that failure to fully comply with the City's JSEB policy as set forth herein shall constitute a breach of contract which may result in termination of the contract, or such other remedy as deemed appropriate by the Owner. Such penalties as outlined in Section 126.201, Jacksonville Ordinance Code, **will apply.**

E. CONTRACT AWARD

The City proposes to award the contract to the responsive, responsible bidder submitting a reasonable bid, provided: (i) the bidder has met the goals for JSEB participation; or (ii) if unable to meet the goals, the bidder has timely submitted an acceptable Good Faith Effort Statement and supporting documentation that demonstrates, pursuant to Part 6 of Chapter 126, Jacksonville, Ordinance Code, a sufficient attempt to meet the JSEB participation goals as established herein. Bidders are advised that the City has sole discretion and authority to determine if any bidder has made a "Good Faith Effort." The City reserves the right to reject any or all bids submitted. The City will have discretion to reject any bid or exclude a prospective bidder from submitting a bid who has been non-responsive to JSEB program requirements without satisfactory justification accepted by the Chief of Procurement. Rejections hereunder may be timely protested pursuant to the city's Procurement Protest Procedures, a copy of which is included as part of these bid documents.

F. SUBCONTRACT CLAUSE

1. All bidders hereby agree to incorporate the JSEB participation, policy, goals, conditions, and instructions in all agreements that offer JSEB participation subcontracting opportunities.

2. If a change order presents further subcontracting opportunity beyond current subcontracting, the prime contractor shall make positive efforts to further include JSEB participation.

3. The JSEB prime contractor shall perform at least 40% of the total amount of the work to be performed under this Contract with its own workforce. Subletting of any Work under this Contract shall not relieve the JSEB prime contractor of its full responsibility for the proper and timely performance and for its selection of Subcontractor (s).

G. POST AWARD REQUIREMENTS

After the award of the contract, failure on the part of the successful contractor to subcontract with JSEBs at a percentage level equal to or higher than stated on Form 1, may put the contractor in violation and is subject to penalties outlined in Chapter 126, Jacksonville Ordinance Code.

H. PAYMENT OF SUBCONTRACTORS

Prime contractors shall certify in writing that ALL subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) as a condition precedent to prior to receipt of any further progress payments. Prime contractors shall be obligated to pay subcontractors within 3 days of receipt from the City of funds and must confirm payment to the City. Prime contractor shall have a continuing obligation to pay all subcontractors and suppliers equal to the amount of work and materials furnished on this project at the direction of the prime contractor and for which amount prime contractor includes in its request or application for payment that it submits to the city in order to induce payment for the same; otherwise, within 10 business days after receiving written notice from the city, prime contractor shall return to the city any and all amounts it has been paid by the city that prime contractor failed to pay its subcontractors or suppliers in contradiction to information contained in a corresponding request or application for payment submitted by prime contractor. Additionally, failure to comply with the requirements of this section may result in penalties imposed upon prime contractor, including without limitation those outlined in Chapter 126, Jacksonville Ordinance Code.

I. GOOD FAITH EFFORTS

Bidders who are unable to meet the stated JSEB participation goals set forth herein are required to submit to the Chief of Procurement Division: (i) a Notice of Intent to Submit a Good Faith Effort Statement **at the time of bid opening**; and (ii) a completed Good Faith Effort Form (Form 4) and all supporting documentation, that demonstrates all of the bidder's efforts in the solicitation of subcontractors to meet the JSEB participation goals on this project, which will be evaluated in accordance with the factors outlined in Part 6 Subpart D of Chapter 126, Jacksonville Ordinance Code, including without limitation §§ 126.618.
Failure to submit the Good Faith Effort Statement and supporting documentation at the scheduled bid opening: (i) shall constitute a waiver of any right to have the same considered; and (ii) may result in the bid in question being rejected as non-responsive.

If the JSEB Administrator finds that a bidder/proposer did not make sufficient Good Faith Efforts, the JSEB Administrator shall communicate this finding to the user department and recommend that the bid/proposal be rejected. A bidder/proposer may protest this determination pursuant to the City's bid protest procedures.

NOTE: The City will investigate and verify information submitted in determining Good Faith Effort, and, among other factors, will compare the same with the performance of other bidders in their attempt to meet the participation goals defined herein.

J. EXCLUSIONARY AGREEMENTS

Agreements between any bidder/proposer and a JSEB in which the JSEB promises not to provide subcontracting quotations to other bidders are prohibited and may result in both the bidder/proposer and the JSEB being subject to the penalties outlined in Chapter 126, Jacksonville Ordinance Code.

K. JOINT VENTURE SUBMITTAL

For Capital Improvement, contractors submitting as Joint Venture must be certified as a joint venture at the time of bid opening. Information concerning submitting a bid as a Joint Venture may be obtained from the Procurement Division, 214 N. Hogan Street, Suite 800, Jacksonville, FL 32202, (904) 255-8800. Failure to meet the deadline for certification as a Joint Venture may deem a proposal non-responsive.

L. SUBSTITUTIONS

1. The contractor cannot make changes to the Schedule of Participation or substitute subcontractors named in the Schedule of Participation without the Chief's prior written approval based on the Ombudsman's recommendation and JSEB Administrator's compliance review. Unauthorized changes or substitutions shall be a violation of this Chapter and may constitute grounds for rejection of the bid or proposal or cause termination of the executed contract for breach, the withholding of payment and/or subject the contractor to contract penalties or other sanctions. *Sec 126.619 (c)*
2. All requests for changes or substitutions of the subcontractors named in the Schedule of Participation shall be made to the Ombudsman with a copy to the JSEB Administrator in writing, and shall clearly and fully set forth the basis for the request. A contractor shall not substitute a subcontractor or perform the work designated for a subcontractor with its own forces unless and until the Chief approves such substitution in writing. A contractor shall not allow a substituted subcontractor to begin work until the Chief has approved the substitution based on the recommendation of the JSEB Administrator. *Sec 126.619 (c) 1*
3. The facts supporting the request must not have been known nor reasonably should have been known by either party prior to the submission of the Schedule of Participation. Bid shopping is prohibited. The contractor must bring this dispute to the Ombudsman for resolution. *Sec 126.619 (c) 2*
4. The Chief's final decision whether to permit or deny the proposed substitution, and the basis, therefore, will be communicated to the parties in writing by the Chief, with a copy to the CAO. *Sec 126.619 (c) 3*
5. If the City requires the substitution of a subcontractor listed in the Schedule of Participation, the contractor shall undertake Good Faith Efforts to fulfill the Schedule of Participation if the Project Specific Goals would not otherwise be met. If the Goal(s) cannot be reached and Good Faith Efforts have been made, the contractor may substitute with a non-JSEB. *Sec126.619 (c) 4*
6. If a Contractor plans to hire a subcontractor on any scope of work that was not previously disclosed in the Schedule of Participation, the contractor shall obtain the approval of the JSEB Administrator to modify the Schedule of Participation and must make Good Faith Efforts to ensure that JSEBs have a fair opportunity to bid on the new scope of work.
7. Changes to the scopes of work shall be documented by the User Department at the time they arise, to establish the reasons for the change and the effect on achievement of the Project Specific Goal(s).

M. JSEB MONTHLY REPORT

A completed JSEB Monthly Report (See Form 3) will be included with each pay request. Prime Contractor is required to maintain records of the JSEB Monthly Reports for three (3) years.

N. CALCULATION OF JSEB PARTICIPATION

1. Credits toward the JSEB goal will be based on the percentage of work actually performed by JSEBs.

2. If a certified JSEB bidder bids as a prime contractor, it will meet the established goal by virtue of being a certified JSEB; nevertheless, JSEBs who bid as prime contractors are encouraged to make every attempt to subcontract with other JSEBs.

3. Subject to the requirements of Part 6 of Chapter 126, Jacksonville Ordinance Code, credit towards the JSEB goal allowed for a joint venture involving a JSEB will be equal to the same percentage as the percentage of ownership and control of the JSEB participants in the joint venture. The eligibility of a JSEB joint venture will be determined on a project-by project basis. A joint venture must be certified as a JSEB joint venture at the time of bid opening in order for the participation of the JSEB partner to be counted towards the JSEB goal requirement. The JSEB partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture must be at least twenty-five percent (25%) and the JSEB partner must be responsible for a clearly defined portion of the work to be performed.

4. The EBO office will accept participation from certified JSEB companies that are certified at the time of bid opening, and that are immediately subordinate to subcontractors and sub-consultants, toward meeting percentage goals.

5. The EBO office will accept 100% of purchase price for materials from JSEB suppliers towards meeting JSEB percentage goals.

O. PENALTIES

Severe penalties, including without limitation those outlines in Chapter 126, Jacksonville Ordinance Code, may apply to non-compliance with the Equal Business Opportunity Program and other violations of applicable federal, state, and local laws statutes, ordinances, rules, and regulations.

P. GOAL

The designation of this project is _____

If Participation _____ PERCENT TO BE PERFORMED BY CITY CERTIFIED JSEBs AT THE TIME OF BID OPENING (ANY COMBINATION)

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JSEB Goals defined

ENCOURAGEMENT

It is an official policy of the City of Jacksonville to encourage the maximum participation of **Jacksonville Small Emerging Business (JSEB)** in its contract awards based upon availability.

Under the encouragement plan, vendors are required to make all efforts reasonably necessary to ensure that City certified JSEB have a full and fair opportunity to compete for performance on this project.

Bidders/Suppliers/Consultants or any entity doing business with the City shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

Please use the attached form 1 (Schedule of Participation) to submit JSEB Participation on this Bid. You may contact the Jacksonville Small & Emerging Business Office at (904) 255-8620 to verify the status of a JSEB or visit our web site at www.JSEB.coj.net.

PARTICIPATION

The following goals apply to this contract and submissions of a bid by a prospective contractor shall constitute full acceptance of all conditions outlined in the bid documents, Chapter 126, Jacksonville Ordinance Code, and the prospective contractor's bid proposal.

The attainment of JSEB participation goals established for this contract will be: (i) based upon JSEBs certified by the City AT THE TIME OF BID OPENING in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code; and (ii) measured as a percentage of the total dollar value of the contract or, in the case of alternates, the percentage is calculated on the base bid for the purpose of the award; however, the contractor is expected to make every attempt to meet or exceed the stated goals when the alternates are awarded.

SET-ASIDE

It is an official policy of the City of Jacksonville to encourage the maximum participation of **Jacksonville Small Emerging Business (JSEB)** in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regard to enhancing participation of JSEBs in all areas of procurement.

The Set Aside Plan is designated for certified Jacksonville Small Emerging Business participation only pursuant to Ordinance 2004-602-E, Section 126.608 (subsequently revised pursuant to 2005-944-E). All bidders responding must be JSEB certified prior to bid opening.

The JSEB prime contractor shall perform at least 40% of the total amount of the work to be performed under this contract with its own workforce. Notwithstanding this provision, a JSEB prime contractor should be prepared to demonstrate its own experience, licensing, capacity and/or ability to perform 100% of the total amount of the work being solicited, and, for purposes of award, a JSEB prime contractor should not rely upon sub-contractors or sub-consultants to meet any minimum requirements or qualifications. Subcontracting of any work under this contract shall not relieve a JSEB prime contractor of its full responsibility for the proper and timely performance and for its selection of subcontractor(s).

In addition to the bidding requirements specified elsewhere in these contract documents, under the Set Aside Plan, bids will only be accepted from bidders who are certified by the City as a JSEB **AT TIME OF BID OPENING,** in accordance with Chapter 126, City Ordinance Code.

You may contact the Jacksonville Small & Emerging Business Office at (904) 255-8620 to verify the status of a JSEB or visit our web site at www.jseb.coj.net.

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JSEB FORM 1
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

SCHEDULE OF JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTOR

NAME OF BIDDER _____

PROJECT TITLE _____

BID NUMBER _____ TOTAL BASE BID AMOUNT _____

***Please list all JSEB Suppliers**

NAME OF SUB FIRM	JSEB (Y/N)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE (For Design Build only list % amount)

The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2021-117-E, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury, I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

For solicitations that are not project specific, such as: misc. services, design build, etc.; "TBD" will not be accepted with the bid submittal on Form 1 and the Letters of Intent at a minimum should include a percentage of JSEB usage. For solicitations that are project specific you will be required to provide a dollar amount on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

The designation of this project is: Encouragement_____Participation_____Set Aside_____

Signature: _____ Title: _____ Date: _____
Signature of Prime Contractor

JSEB FORM 2

LETTER OF INTENT
TO PERFORM AS A SUBCONTRACTOR or SUB-CONSULTANT

_____
(Name of JSEB Supplier/Consultant/Subcontractor)

Name of Project: _____ Bid Number: _____

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work attached. I further understand that this price is subject to increase or decrease due to the City of Jacksonville bid requirements. All work must meet the City of Jacksonville bid specifications.

*Total amount of work to be performed or materials to be supplied, including Sales Tax

*Scope of Work Attached

_____ $_____

_____ _____ _____
Signature of JSEB Supplier/Consultant/ Subcontractor | Title | Date

* For solicitations that are not project specific, such as: misc. services, design build, etc.; "TBD" will not be accepted with the bid submittal on Form 1 and the Letters of Intent at minimum there should be a percentage of JSEB usage. For solicitations that are project specific you will be required to provide a dollar amount on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

This form must be used for Letter of Intent.

FORM 3
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM
FINANCE & ADMINISTRATION DEPARTMENT
CONSULTANT AND CONTRACTOR'S MONTHLY REPORT

PRIME CONTRACTOR NAME:_____ PROJECT TITLE: _____

PROFESSIONAL SERVICES (RFP) NO. _____ -OR- CITY BID NO._____

CURRENT CONTRACT TOTAL AMOUNT $_____ CITY CONTRACT NO. or PO NO._____

INVOICE INFORMATION

INVOICE NO.: _____ CURRENT INVOICE $: _____

FOR PERIOD ENDING DATE: _____ CUMULATIVE INVOICED $: _____

% CONTRACT COMPLETE:

CONTRACT GOAL TRACKING

JSEB SUPPLIER GOAL $: _____ **JSEB SUPPLIER GOAL %:**

PRIOR MONTH CUMULATIVE **JSEB SUPPLIER $:** _____

PRIOR MONTH CUMULATIVE **NON- JSEB SUPPLIER $:** _____

FORMULA FOR CURRENT MONTH %:
CUMULATIVE $ / CUMULATIVE $ INVOICED

CUMULATIVE **JSEB SUPPLIER $:** _____

CUMULATIVE **JSEB SUPPLIER %:** _____

CUMULATIVE **NON- JSEB SUPPLIER $:** _____

CUMULATIVE **NON- JSEB SUPPLIER %:**

JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	JSEB TYPE [1]	TYPE OF WORK [2]	$ THIS PAYMENT
				TOTAL	

NON-JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	Type	TYPE OF WORK [2]	$ THIS PAYMENT
			N/A		
			N/A		
			N/A		
				TOTAL	

[1] **JSEB** (Jacksonville Small Emerging Business)
[2] **TYPE OF WORK**: Examples: Catering, Clerical, Consulting, Engineering, Hauling, Janitorial, Masonry, Site Clearing, Technical Support, etc.

FOR CITY OF JACKSONVILLE USE ONLY

DATE PROCESSED	DOCUMENT NO.	INDEX CODE – SUBOBJECT - PROJECT NO. - DETAIL	$ THIS PAYMENT

Notes:

1. THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT.
2. Contractor shall attach to this form a typewritten explanation of any differences in JSEB participation from original contract commitment.

JSEB FORM 4
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM
JSEB GOOD FAITH EFFORT DOCUMENTATION

The intent of this form is to document the good faith effort attempts made by the apparent low bidder in soliciting JSEB firms to meet the JSEB project goal. Please note that the project goal will not be waived, and the contractor must make efforts to achieve the goal throughout the life of the contract.

Every work type where there is a certified JSEB, the apparent low bidder must submit the form as follows:

All information submitted on this form is subject to audit by the JSEB Office

Date Submitted: _____ Bid Number: _____ Agency: _____

Contractor Name: _____ Company Address: _____

City_____ State: _____ Zip code: _____ Phone: _____

Goal Percentage: _____ Commitment Percentage: _____ Unattained Percentage: _____

I certify that the information contained in this good faith effort documentation form is true and correct to the best of my knowledge. I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions which may involve debarment and/or prosecution under applicable State and Federal laws.

Bidder/Authorized Representative Signature: _____

Representative Title: _____ Date: _____

Witness: _____ Date: _____

JSEB FORM 4 (Cont.)
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

GOOD FAITH EFFORT DOCUMENTATION

Work Type Number	Description of Work, Service or Material	JSEB Firm Name		
Contact Name (First and Last)	**Contact Date**	**Contact Method**	**Contact Results**	**Bid Amount**
1.				
2.				
3.				
Comments:				

Work Type Number	Description of Work, Service or Material	JSEB Firm Name		
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Work Type Number	Description of Work, Service or Material	JSEB Firm Name		
Contact Name (First and Last)	**Contact Date**	**Contact Method**	**Contact Results**	**Bid Amount**
1.				
2.				
3.				
Comments:				

JSEB FORM 4 (Cont.)
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

GOOD FAITH EFFORT REQUIREMENTS

GOOD FAITH EFFORTS

Proposers who fail to meet the stated JSEB participation goals set forth in Section "I" are required to submit with their proposal all efforts that would demonstrate a "Good Faith Effort" in the solicitation of subcontractors to meet the JSEB participation goals on this project.

The following categories, without limitations, may be utilized in considering Good Faith Efforts as outlined in Chapter 126, Jacksonville Ordinance code:

(1) A contact log showing the name, address, and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, person making the effort;

(2) The description of work for which a quote was requested;

(3) The amount of the quote given if one was obtained;

(4) The list of divisions of work not subcontracted and an explanation why not; and

(5) Subcontractor information as requested by forms developed by the Department.

If the JSEB Administrator finds that a bidder/proposer did not make sufficient Good Faith Efforts, the JSEB Administrator shall communicate this finding to the user department and recommend that the bid/proposal be rejected. A bidder/proposer may protest this determination pursuant to the City's bid protest procedures.

NOTE: The City will investigate and verify information submitted in determining Good Faith Effort and will compare the same with the performance of other proposers' attempts to meet the participation goals defined herein.

SOLICITATION EFFORTS - Should include your efforts to solicit quotes, through all reasonable and available means, the interest of all certified firms who have the capability to perform the work of the contract. The bidder should ensure that the requests are made within sufficient time to allow JSEB firms to respond. The contractor should take the initiative to contact firms which have indicated an interest in participating as a subcontractor/supplier.

ADDITIONAL EFFORTS - Utilizing the services offered by the City of Jacksonville Small and Emerging Business Office for assistance with recruitment efforts. Contractors are encouraged to undertake and document any other efforts taken in their attempt to fulfill the project goal.

EQUAL BUSINESS OPPORTUNITY PROGRAM
PROJECT GOALS PLANS
ENCOURAGEMENT/PARTICIPATION/SET-ASIDE

A. POLICY

Pursuant to Part 6 of Chapter 126, Jacksonville Ordinance Code, the City of Jacksonville encourages the utilization and participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regards to enhancing participation of JSEBs in all areas of procurement.

Please be advised that, to be counted toward meeting the participation percentage goal defined herein, all JSEBs shall be certified by the City in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code, AT THE TIME OF BID OPENING.

All designations (to include Encouragement) the bidder/proposer must adhere to the following process:

- **The bidder/proposer shall provide interested JSEB's with timely (at a minimum 1 week notice prior to bid submission) adequate information about the plans, specifications, and other such requirements of the bid documents to facilitate a prepared and adequate response/quote.**

- **The bidder/proposer must follow up the initial solicitation with the EBO office. Note: JSEB vendor must provide pricing (based on scope of work provided by bidder/proposer) and not a price or percentage "given" by the bidder/proposer.**

- **Identify a portion of work available to JSEB's using the Letter of Intent and attach the Scope of work to be provided for each vendor.**

- **Bidder proposer can call the EBO office to obtain the list of JSEB'S that are ready, willing, and able. The JSEB office has 48 hours to provide the requested list. Prime contractors can also access the list of JSEB through 1Cloud and the JSEB webpage under the JSEB directory. If you have difficulty securing JSEBs to meet the requirements you should contact the EBO/JSEB Program.**

- **In the event that a bidder/proposer must submit alternate pricing and if affects the JSEB goal there must be a scope of work provided to the JSEB and the scope as well as the alternate pricing must be submitted with the bid documentation.**

In the event bidders/proposers are unable to obtain bids from JSEB subcontractors that equal or exceed the percentage established in the participation goals, shall at minimum, submit, at the time of bid opening a Notice of Intent to Submit the Good Faith Effort Form (Form 4). This is outlined in the Good Faith Effort category in Section I.

B. JSEB OBLIGATION

Bidders/proposers are required to make all efforts reasonably possible to ensure that JSEBs have a full and fair opportunity to compete for performance on this project. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

C. ELIGIBILITY

1. To be considered eligible for contract award, the Contractor shall include with the bid/proposal an original Form 1 (Schedule of Subcontractor/Subconsultant Participation).

a. For solicitations that are not project specific, such as: misc. services, design build, etc.; a percentage will initially be accepted with the bid submittal on Form 1 and the Letters of Intent.

b. For solicitations that are project specific you will be required to provide a dollar amount on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

2. Each certified JSEB must submit to the prime contractor a Letter of Intent and scope of work to perform a specific task related to the project. The Letter of Intent must include the JSEB subcontractor's name, the scope of work to be performed, and the dollar value of the work to be performed by the JSEB (the information contained in the Letters of Intent must reflect the information contained in the bidder's Schedule of Subcontractor/Subconsultant Participation). **Copies of the Form 1 and the Letters of Intent signed by the JSEB subcontractors or suppliers must be submitted at the time of the scheduled bid opening.** Failure to submit the Letter(s) of Intent at the scheduled bid opening may result in the bid in question being rejected as non-responsive.

   a. All JSEBs must be subcontracted in the area that they are licensed and certified, in accordance with the requirements of Part 6, Chapter 126, Jacksonville Ordinance Code.

D. COMPLIANCE

All bidders, proposers or subcontractors participating in this project are hereby notified that failure to fully comply with the City's JSEB policy as set forth herein shall constitute a breach of contract which may result in termination of the contract, or such other remedy as deemed appropriate by the Owner. Such penalties as outlined in Section 126.201, Jacksonville Ordinance Code, **will apply.**

E. CONTRACT AWARD

The City proposes to award the contract to the responsive, responsible bidder submitting a reasonable bid, provided: (i) the bidder has met the goals for JSEB participation; or (ii) if unable to meet the goals, the bidder has timely submitted an acceptable Good Faith Effort Statement and supporting documentation that demonstrates, pursuant to Part 6 of Chapter 126, Jacksonville, Ordinance Code, a sufficient attempt to meet the JSEB participation goals as established herein. Bidders are advised that the City has sole discretion and authority to determine if any bidder has made a "Good Faith Effort." The City reserves the right to reject any or all bids submitted. The City will have discretion to reject any bid or exclude a prospective bidder from submitting a bid who has been non-responsive to JSEB program requirements without satisfactory justification accepted by the Chief of Procurement. Rejections hereunder may be timely protested pursuant to the city's Procurement Protest Procedures, a copy of which is included as part of these bid documents.

F. SUBCONTRACT CLAUSE

1. All bidders hereby agree to incorporate the JSEB participation, policy, goals, conditions, and instructions in all agreements that offer JSEB participation subcontracting opportunities.

2. If a change order presents further subcontracting opportunity beyond current subcontracting, the prime contractor shall make positive efforts to further include JSEB participation.

3. The JSEB prime contractor shall perform at least 40% of the total amount of the work to be performed under this Contract with its own workforce. Subletting of any Work under this Contract shall not relieve the JSEB prime contractor of its full responsibility for the proper and timely performance and for its selection of Subcontractor (s).

G. POST AWARD REQUIREMENTS

After the award of the contract, failure on the part of the successful contractor to subcontract with JSEBs at a percentage level equal to or higher than stated on Form 1, may put the contractor in violation and is subject to penalties outlined in Chapter 126, Jacksonville Ordinance Code.

H. PAYMENT OF SUBCONTRACTORS

Prime contractors shall certify in writing that ALL subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) as a condition precedent to prior to receipt of any further progress payments. Prime contractors shall be obligated to pay subcontractors within 3 days of receipt from the City of funds and must confirm payment to the City. Prime contractor shall have a continuing obligation to pay all subcontractors and suppliers equal to the amount of work and materials furnished on this project at the direction of the prime contractor and for which amount prime contractor includes in its request or application for payment that it submits to the city in order to induce payment for the same; otherwise, within 10 business days after receiving written notice from the city, prime contractor shall return to the city any and all amounts it has been paid by the city that prime contractor failed to pay its subcontractors or suppliers in contradiction to information contained in a corresponding request or application for payment submitted by prime contractor. Additionally, failure to comply with the requirements of this section may result in penalties imposed upon prime contractor, including without limitation those outlined in Chapter 126, Jacksonville Ordinance Code.

I. GOOD FAITH EFFORTS

Bidders who are unable to meet the stated JSEB participation goals set forth herein are required to submit to the Chief of Procurement Division: (i) a Notice of Intent to Submit a Good Faith Effort Statement **at the time of bid opening**; and (ii) a completed Good Faith Effort Form (Form 4) and all supporting documentation, that demonstrates all of the bidder's efforts in the solicitation of subcontractors to meet the JSEB participation goals on this project, which will be evaluated in accordance with the factors outlined in Part 6 Subpart D of Chapter 126, Jacksonville Ordinance Code, including without limitation §§ 126.618.
Failure to submit the Good Faith Effort Statement and supporting documentation at the scheduled bid opening: (i) shall constitute a waiver of any right to have the same considered; and (ii) may result in the bid in question being rejected as non-responsive.

If the JSEB Administrator finds that a bidder/proposer did not make sufficient Good Faith Efforts, the JSEB Administrator shall communicate this finding to the user department and recommend that the bid/proposal be rejected. A bidder/proposer may protest this determination pursuant to the City's bid protest procedures.

NOTE: The City will investigate and verify information submitted in determining Good Faith Effort, and, among other factors, will compare the same with the performance of other bidders in their attempt to meet the participation goals defined herein.

J. EXCLUSIONARY AGREEMENTS

Agreements between any bidder/proposer and a JSEB in which the JSEB promises not to provide subcontracting quotations to other bidders are prohibited and may result in both the bidder/proposer and the JSEB being subject to the penalties outlined in Chapter 126, Jacksonville Ordinance Code.

K. JOINT VENTURE SUBMITTAL

For Capital Improvement, contractors submitting as Joint Venture must be certified as a joint venture at the time of bid opening. Information concerning submitting a bid as a Joint Venture may be obtained from the Procurement Division, 214 N. Hogan Street, Suite 800, Jacksonville, FL 32202, (904) 255-8800. Failure to meet the deadline for certification as a Joint Venture may deem a proposal non-responsive.

L. SUBSTITUTIONS

1. The contractor cannot make changes to the Schedule of Participation or substitute subcontractors named in the Schedule of Participation without the Chief's prior written approval based on the Ombudsman's recommendation and JSEB Administrator's compliance review. Unauthorized changes or substitutions shall be a violation of this Chapter and may constitute grounds for rejection of the bid or proposal or cause termination of the executed contract for breach, the withholding of payment and/or subject the contractor to contract penalties or other sanctions. *Sec 126.619 (c)*
2. All requests for changes or substitutions of the subcontractors named in the Schedule of Participation shall be made to the Ombudsman with a copy to the JSEB Administrator in writing, and shall clearly and fully set forth the basis for the request. A contractor shall not substitute a subcontractor or perform the work designated for a subcontractor with its own forces unless and until the Chief approves such substitution in writing. A contractor shall not allow a substituted subcontractor to begin work until the Chief has approved the substitution based on the recommendation of the JSEB Administrator. *Sec 126.619 (c) 1*
3. The facts supporting the request must not have been known nor reasonably should have been known by either party prior to the submission of the Schedule of Participation. Bid shopping is prohibited. The contractor must bring this dispute to the Ombudsman for resolution. *Sec 126.619 (c) 2*
4. The Chief's final decision whether to permit or deny the proposed substitution, and the basis, therefore, will be communicated to the parties in writing by the Chief, with a copy to the CAO. *Sec 126.619 (c) 3*
5. If the City requires the substitution of a subcontractor listed in the Schedule of Participation, the contractor shall undertake Good Faith Efforts to fulfill the Schedule of Participation if the Project Specific Goals would not otherwise be met. If the Goal(s) cannot be reached and Good Faith Efforts have been made, the contractor may substitute with a non-JSEB. *Sec126.619 (c) 4*
6. If a Contractor plans to hire a subcontractor on any scope of work that was not previously disclosed in the Schedule of Participation, the contractor shall obtain the approval of the JSEB Administrator to modify the Schedule of Participation and must make Good Faith Efforts to ensure that JSEBs have a fair opportunity to bid on the new scope of work.
7. Changes to the scopes of work shall be documented by the User Department at the time they arise, to establish the reasons for the change and the effect on achievement of the Project Specific Goal(s).

M. JSEB MONTHLY REPORT

A completed JSEB Monthly Report (See Form 3) will be included with each pay request. Prime Contractor is required to maintain records of the JSEB Monthly Reports for three (3) years.

N. CALCULATION OF JSEB PARTICIPATION

1. Credits toward the JSEB goal will be based on the percentage of work actually performed by JSEBs.

2. If a certified JSEB bidder bids as a prime contractor, it will meet the established goal by virtue of being a certified JSEB; nevertheless, JSEBs who bid as prime contractors are encouraged to make every attempt to subcontract with other JSEBs.

3. Subject to the requirements of Part 6 of Chapter 126, Jacksonville Ordinance Code, credit towards the JSEB goal allowed for a joint venture involving a JSEB will be equal to the same percentage as the percentage of ownership and control of the JSEB participants in the joint venture. The eligibility of a JSEB joint venture will be determined on a project-by project basis. A joint venture must be certified as a JSEB joint venture at the time of bid opening in order for the participation of the JSEB partner to be counted towards the JSEB goal requirement. The JSEB partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture must be at least twenty-five percent (25%) and the JSEB partner must be responsible for a clearly defined portion of the work to be performed.

4. The EBO office will accept participation from certified JSEB companies that are certified at the time of bid opening, and that are immediately subordinate to subcontractors and sub-consultants, toward meeting percentage goals.

5. The EBO office will accept 100% of purchase price for materials from JSEB suppliers towards meeting JSEB percentage goals.

O. PENALTIES

Severe penalties, including without limitation those outlines in Chapter 126, Jacksonville Ordinance Code, may apply to non-compliance with the Equal Business Opportunity Program and other violations of applicable federal, state, and local laws statutes, ordinances, rules, and regulations.

P. GOAL

The designation of this project is _____

If Participation _____ PERCENT TO BE PERFORMED BY CITY CERTIFIED JSEBs AT THE TIME OF BID OPENING (ANY COMBINATION)

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

JSEB Goals defined

ENCOURAGEMENT

It is an official policy of the City of Jacksonville to encourage the maximum participation of **Jacksonville Small Emerging Business (JSEB)** in its contract awards based upon availability.

Under the encouragement plan, vendors are required to make all efforts reasonably necessary to ensure that City certified JSEB have a full and fair opportunity to compete for performance on this project.

Bidders/Suppliers/Consultants or any entity doing business with the City shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

Please use the attached form 1 (Schedule of Participation) to submit JSEB Participation on this Bid. You may contact the Jacksonville Small & Emerging Business Office at (904) 255-8620 to verify the status of a JSEB or visit our web site at www.JSEB.coj.net.

PARTICIPATION

The following goals apply to this contract and submissions of a bid by a prospective contractor shall constitute full acceptance of all conditions outlined in the bid documents, Chapter 126, Jacksonville Ordinance Code, and the prospective contractor's bid proposal.

The attainment of JSEB participation goals established for this contract will be: (i) based upon JSEBs certified by the City AT THE TIME OF BID OPENING in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code; and (ii) measured as a percentage of the total dollar value of the contract or, in the case of alternates, the percentage is calculated on the base bid for the purpose of the award; however, the contractor is expected to make every attempt to meet or exceed the stated goals when the alternates are awarded.

SET-ASIDE

It is an official policy of the City of Jacksonville to encourage the maximum participation of **Jacksonville Small Emerging Business (JSEB)** in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regard to enhancing participation of JSEBs in all areas of procurement.

The Set Aside Plan is designated for certified Jacksonville Small Emerging Business participation only pursuant to Ordinance 2004-602-E, Section 126.608 (subsequently revised pursuant to 2005-944-E). All bidders responding must be JSEB certified prior to bid opening.

The JSEB prime contractor shall perform at least 40% of the total amount of the work to be performed under this contract with its own workforce. Notwithstanding this provision, a JSEB prime contractor should be prepared to demonstrate its own experience, licensing, capacity and/or ability to perform 100% of the total amount of the work being solicited, and, for purposes of award, a JSEB prime contractor should not rely upon sub-contractors or sub-consultants to meet any minimum requirements or qualifications. Subcontracting of any work under this contract shall not relieve a JSEB prime contractor of its full responsibility for the proper and timely performance and for its selection of subcontractor(s).

In addition to the bidding requirements specified elsewhere in these contract documents, under the Set Aside Plan, bids will only be accepted from bidders who are certified by the City as a JSEB **AT TIME OF BID OPENING,** in accordance with Chapter 126, City Ordinance Code.

You may contact the Jacksonville Small & Emerging Business Office at (904) 255-8620 to verify the status of a JSEB or visit our web site at www.jseb.coj.net.

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JSEB FORM 1
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

SCHEDULE OF JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTOR

NAME OF BIDDER _____

PROJECT TITLE _____

BID NUMBER _____ TOTAL BASE BID AMOUNT_____

***Please list all JSEB Suppliers**

NAME OF SUB FIRM	JSEB (Y/N)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE (For Design Build only list % amount)

The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2021-117-E, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury, I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

For solicitations that are not project specific, such as: misc. services, design build, etc.; "TBD" will not be accepted with the bid submittal on Form 1 and the Letters of Intent at a minimum should include a percentage of JSEB usage. For solicitations that are project specific you will be required to provide a dollar amount on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

The designation of this project is: Encouragement_____Participation_____Set Aside_____

Signature: _____ Title: _____ Date: _____
Signature of Prime Contractor

JSEB FORM 2

LETTER OF INTENT
TO PERFORM AS A SUBCONTRACTOR or SUB-CONSULTANT

_____
(Name of JSEB Supplier/Consultant/Subcontractor)

Name of Project: _____ Bid Number: _____

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work attached. I further understand that this price is subject to increase or decrease due to the City of Jacksonville bid requirements. All work must meet the City of Jacksonville bid specifications.

*Total amount of work to be performed or materials to be supplied, including Sales Tax

*Scope of Work Attached

_____ $_____

_____ _____ _____
Signature of JSEB Supplier/Consultant/ Subcontractor | Title | Date

* For solicitations that are not project specific, such as: misc. services, design build, etc.; "TBD" will not be accepted with the bid submittal on Form 1 and the Letters of Intent at minimum there should be a percentage of JSEB usage. For solicitations that are project specific you will be required to provide a dollar amount on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

This form must be used for Letter of Intent.

FORM 3
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM
FINANCE & ADMINISTRATION DEPARTMENT
CONSULTANT AND CONTRACTOR'S MONTHLY REPORT

PRIME CONTRACTOR NAME:_____ PROJECT TITLE: _____

PROFESSIONAL SERVICES (RFP) NO. _____ -OR- CITY BID NO._____

CURRENT CONTRACT TOTAL AMOUNT $_____ CITY CONTRACT NO. or PO NO._____

INVOICE INFORMATION

INVOICE NO.: _____ CURRENT INVOICE $: _____

FOR PERIOD ENDING DATE: _____ CUMULATIVE INVOICED $: _____

% CONTRACT COMPLETE:

CONTRACT GOAL TRACKING

JSEB SUPPLIER GOAL $: _____ **JSEB SUPPLIER GOAL %:**

PRIOR MONTH CUMULATIVE **JSEB SUPPLIER $:** _____

PRIOR MONTH CUMULATIVE **NON- JSEB SUPPLIER $:** _____

FORMULA FOR CURRENT MONTH %:
CUMULATIVE $ / CUMULATIVE $ INVOICED

CUMULATIVE **JSEB SUPPLIER $:** _____

CUMULATIVE **JSEB SUPPLIER %:** _____

CUMULATIVE **NON- JSEB SUPPLIER $:** _____

CUMULATIVE **NON- JSEB SUPPLIER %:**

JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	JSEB TYPE [1]	TYPE OF WORK [2]	$ THIS PAYMENT
				TOTAL	

NON-JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	Type	TYPE OF WORK [2]	$ THIS PAYMENT
			N/A		
			N/A		
			N/A		
				TOTAL	

[1] **JSEB** (Jacksonville Small Emerging Business)
[2] **TYPE OF WORK:** Examples: Catering, Clerical, Consulting, Engineering, Hauling, Janitorial, Masonry, Site Clearing, Technical Support, etc.

FOR CITY OF JACKSONVILLE USE ONLY

DATE PROCESSED	DOCUMENT NO.	INDEX CODE – SUBOBJECT - PROJECT NO. - DETAIL	$ THIS PAYMENT

Notes:

1. THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT.
2. Contractor shall attach to this form a typewritten explanation of any differences in JSEB participation from original contract commitment.

JSEB FORM 4
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM
JSEB GOOD FAITH EFFORT DOCUMENTATION

The intent of this form is to document the good faith effort attempts made by the apparent low bidder in soliciting JSEB firms to meet the JSEB project goal. Please note that the project goal will not be waived, and the contractor must make efforts to achieve the goal throughout the life of the contract.

Every work type where there is a certified JSEB, the apparent low bidder must submit the form as follows:

All information submitted on this form is subject to audit by the JSEB Office

Date Submitted: _____ Bid Number: _____ Agency: _____

Contractor Name: _____ Company Address: _____

City_____ State: _____ Zip code: _____ Phone: _____

Goal Percentage: _____ Commitment Percentage: _____ Unattained Percentage: _____

I certify that the information contained in this good faith effort documentation form is true and correct to the best of my knowledge. I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions which may involve debarment and/or prosecution under applicable State and Federal laws.

Bidder/Authorized Representative Signature: _____

Representative Title: _____ Date: _____

Witness: _____ Date: _____

JSEB FORM 4 (Cont.)
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

GOOD FAITH EFFORT DOCUMENTATION

Work Type Number	Description of Work, Service or Material	JSEB Firm Name		
Contact Name (First and Last)	**Contact Date**	**Contact Method**	**Contact Results**	**Bid Amount**
1.				
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Work Type Number	Description of Work, Service or Material	JSEB Firm Name		
Contact Name (First and Last)	**Contact Date**	**Contact Method**	**Contact Results**	**Bid Amount**
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Contact Name (First and Last)	**Contact Date**	**Contact Method**	**Contact Results**	**Bid Amount**
1.				
2.				
3.				
Comments:				

JSEB FORM 4 (Cont.)
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

GOOD FAITH EFFORT REQUIREMENTS

GOOD FAITH EFFORTS

Proposers who fail to meet the stated JSEB participation goals set forth in Section "I" are required to submit with their proposal all efforts that would demonstrate a "Good Faith Effort" in the solicitation of subcontractors to meet the JSEB participation goals on this project.

The following categories, without limitations, may be utilized in considering Good Faith Efforts as outlined in Chapter 126, Jacksonville Ordinance code:

(1) A contact log showing the name, address, and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, person making the effort;

(2) The description of work for which a quote was requested;

(3) The amount of the quote given if one was obtained;

(4) The list of divisions of work not subcontracted and an explanation why not; and

(5) Subcontractor information as requested by forms developed by the Department.

If the JSEB Administrator finds that a bidder/proposer did not make sufficient Good Faith Efforts, the JSEB Administrator shall communicate this finding to the user department and recommend that the bid/proposal be rejected. A bidder/proposer may protest this determination pursuant to the City's bid protest procedures.

NOTE: The City will investigate and verify information submitted in determining Good Faith Effort and will compare the same with the performance of other proposers' attempts to meet the participation goals defined herein.

SOLICITATION EFFORTS - Should include your efforts to solicit quotes, through all reasonable and available means, the interest of all certified firms who have the capability to perform the work of the contract. The bidder should ensure that the requests are made within sufficient time to allow JSEB firms to respond. The contractor should take the initiative to contact firms which have indicated an interest in participating as a subcontractor/supplier.

ADDITIONAL EFFORTS - Utilizing the services offered by the City of Jacksonville Small and Emerging Business Office for assistance with recruitment efforts. Contractors are encouraged to undertake and document any other efforts taken in their attempt to fulfill the project goal.

Attachment D

SERVICES CONTRACT

BETWEEN

[THE CITY OF JACKSONVILLE]

AND

INSERT CORPORATE NAME OF CONTRACTOR

FOR

FOR RESIDENTIAL SOLID WASTE AND RECYCLABLES COLLECTION, AND TRANSPORTATION SERVICES FOR SERVICE AREA I AUTOMATED GARBAGE AND RECYCLING COLLECTION

Using Garbage Carts and Recycling Carts

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SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE AND XYZ COMPANY
FOR RESIDENTIAL CURBSIDE SOLID WASTE AND RECYCLABLES
COLLECTION AND TRANSPORTATION SERVICES FOR SERVICE AREA I

This Services Contract for Residential Curbside Solid Waste and Recyclables Collection and Transportation Services for Service Area I (the "Contract") is made and entered into this _____ day of _____, 2022 (the "Effective Date"), by and between the City of Jacksonville, a consolidated municipality and county political subdivision of the State of Florida (the "City"), and XYZ Company (the "Contractor"), a _____ company with a principal address at _____ .

1. **TERM**:

This Contract shall take effect and be binding upon the Parties from the Effective Date until the date when this Contract is terminated or expires. The Contractor shall begin providing its Collection Services to the City on October 1, 2023 (the "Commencement Date"). The initial term of this Contract shall end on September 30, 2029. The City shall have the right to extend this Contract in accordance with Chapter 382, Ordinance Code, subject to the same terms, conditions, and Rates, unless the Contractor delivers written notice in compliance with Section 31, below, and thereby expressly informs the City that the Contractor is not willing to renew this Contract under such terms, conditions, and Rates. The Contractor's notice, and the Contractor's application for an extension of this Contract pursuant to Section 382.308(l)(2), Ordinance Code, shall be submitted to the City no later than November 30, 2027.

2. **DEFINITIONS**:

The capitalized words and phrases in this Contract are defined herein. To the extent any definition contained herein conflicts with similar definitions contained in any federal, state, or local law, the definition herein shall prevail. Nothing contained herein shall require the Contractor to undertake any conduct that violates any federal, state, or local law.

A. **Applicable Law** means any local, state, or federal statute, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard, or similar binding authority, or a judicial or administrative interpretation of any of the same, which is in effect or is enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Contract, and relates in any manner to the performance of the City or the Contractor under this Contract.

B. **Automated Collection** means the Collection of Solid Waste or Recyclable Materials from Premises in the Service Area using a Collection Vehicle equipped with a mechanical arm that lifts Garbage Carts or Recycling Carts and then

deposits the contents of the Carts in the Collection Vehicle. Automated Service may be provided using fully-automated equipment (e.g., a side-loading Collection Vehicle that is operated by a driver only) or semi-automated equipment (e.g., a rear-loading Collection Vehicle that is operated by a driver and a crew of one or two people). Semi-automated Collection is similar to fully automated Collection, except that the Contractor's personnel must wheel the customer's Cart from the Curbside or Set Out area to the Collection Vehicle, where a hydraulic or mechanical mechanism (i.e., the "tipper") is used to lift and empty the Cart into the Collection Vehicle, and then the Contractor's personnel must wheel the Cart back to the Set Out area.

C. **Base Rate Component** shall have the meaning provided in Section 7.2 of this Contract (i.e., the Base Rate Component is one of the two components that comprise the Rate paid per Premise). The amount of the Base Rate Component is shown on the signature page of this Contract.

D. **Biological Waste** means Solid Waste that causes or has the capability of causing disease or infection and includes Biomedical Waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.

E. **Biomedical Waste** means any solid or liquid waste which may present a threat of infection to humans, including nonliquid tissue, body part, blood, blood products and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps. The following are also included:

(a) Used absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood; and absorbent materials saturated with blood or blood products that have dried.

(b) Non-absorbent, disposable devices that have been contaminated with blood, body fluids, or secretions or excretions visibly contaminated with blood, but have not been treated by a method listed in Section 381.0098, Florida Statutes, or a method approved pursuant to Chapter 64E-16, Florida Administrative Code.

F. **Bulky Waste** means a large item that: (1) is discarded by a Customer on their Residential Premises as a result of normal housekeeping activities on that property; (2) cannot be placed in a Garbage Can because of its size, shape or weight; and (3) is not Yard Waste or Land Clearing Debris. Bulky Waste includes White Goods, furniture, mattresses, fixtures, sinks, toilets, ladders, large pieces of carpet, and limited quantities of construction debris from small "do-it-yourself" projects. Bulky Waste also includes large flat screen televisions that are

more than 50-inches in size or 40 pounds in weight. However, Bulky Waste does not include any television or other item that contains a cathode ray tube.

G. **Carts** means either Garbage Carts or Recycling Carts, or both, depending on the context.

H. **Centroid** means: (1) 9810 August Drive (30.395318, -81.590811) as to Service Area (II); (2) 9902 Fawn Brook Drive (30.227679, -81.554453) as to Service Area (III); and (3) 7664 Lookout Point Drive (30.28064, -81.773104) as to Service Area (I).

I. **City** means the City of Jacksonville.

J. **Collection** means the process of: (1) picking up Solid Waste (e.g., Residential Waste) and Recyclable Material at the Premises of the Person that Set Out such waste and materials; and (2) transporting and delivering the Solid Waste and Recyclable Material to the facilities that the City designated pursuant to Section 13 of this Contract.

K. **Collection Plan** means the Contractor's written plan for providing Collection Service in compliance with the requirements in this Contract, as described in Section 3.7, below.

L. **Collection Service** means one or more of the services provided by the Contractor for the Collection of Solid Waste and Recyclable Material pursuant to this Contract.

M. **Collection Vehicle** means a truck or other vehicle that is used for the Collection of Solid Waste and/or Recyclable Material pursuant to this Contract.

N. **Commencement Date** means October 1, 2023, which is the date when the Contractor shall begin providing Collection Services in the Service Area in compliance with this Contract.

O. **Commercial Premise** means a lot or parcel of land that is located in the Service Area and improved for occupancy, but is not a Residential Premise or a Multifamily Residential Premise.

P. **Commercial Waste** means the nonresidential Solid Waste that is collected and transported pursuant to Chapter 380, Part 6 (Nonresidential Solid Waste Collection and Transportation Franchises), of the Ordinance Code.

P. **Construction and Demolition Debris** means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part

of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in Section 403.707(9)(j), Florida Statutes, unpainted, non-treated wood scraps from sources other than construction or demolition projects; scrap from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project, including debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities, and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. 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.

Q. **Contaminated Recyclable Material** means Recyclable Material that is mixed or comingled with Solid Waste in quantities that exceed the thresholds in this Section 2.Q. The contents of a Recycling Cart, recycling container, or a Load of Recyclable Material shall be deemed to be Contaminated Recyclable Material if: (1) the contents contain Biological Waste, Biomedical Waste, Hazardous Substance, Hazardous Waste, or radioactive waste; or (2) more than thirty percent (30%) of the contents is not Program Recyclable Material.

R. **Contractor** means XYZ Company.

S. **Curbside** means the area within five (5) feet of the edge of the traveled portion of a public or private road or right-of-way that affords reasonable access for the Contractor's Collection Vehicles to a customer's Premises, but only the portion thereof that is located on the roadway side of any drainage ditch.

T. **Customer Relations Management System (CRM)** means the City's current and future systems for tracking service requests, complaints, and related matters concerning the Collection of Solid Waste and Recyclable Material in the City. Currently the City utilizes Oracle B2C Service as the core system for documenting and tracking all service requests concerning the City's Solid Waste management programs. The data captured in this CRM system is utilized to produce management reports and analytics and thus provide performance metrics and affect continuous improvement measures. Although the City currently utilizes Oracle B2C Service, the City reserves its right to use other applications in the future when the City deems it to be in the City's best interest.

U. **Director** means the Director of the Public Works Department, City of Jacksonville, or the Director's designee.

V. **Division Chief** means the Division Chief of the Solid Waste Division of the Public Works Department, City of Jacksonville, or the Division Chief's designee.

W. **Duplex** means a lot or parcel of land that is improved for occupancy by two single-family housekeeping units.

X. **ECD** means estimated completion date.

Y. **Effective Date** means the date when this Contract is signed and duly executed by the City, which shall occur after the Contract is signed and duly executed by the Contractor.

Z. **Force Majeure** means an event that: (1) is physically located or occurring on the Contractor's Route and having a direct, material, and adverse effect on the Contractor's ability to perform its obligations and duties under this Contract; (2) prevents or delays the Contractor from fulfilling its duties and obligations under the Contract; and (3) is not: (i) caused by the Contractor's acts or omissions; (ii) the result of negligence or lack of reasonable diligence by the Contractor; (iii) reasonably within the Contractor's control; and (iv) reasonably foreseeable or, even if foreseeable, unavoidable. Subject to the foregoing conditions and limitations, Force Majeure includes the following events: acts of terrorism, civil insurrection, or war; a pandemic or epidemic, if formally declared by the Governor of the State of Florida; riots; fires; explosions; tornados; floods; and hurricanes. However, an event of Force Majeure does not include labor disputes, labor shortages, changing economic conditions, or economic hardships of the Contractor.

AA. **Fuel Rate Component** shall have the meaning provided in Section 7.2 of this Contract. The amount of the Fuel Rate Component is shown on the signature page of this Contract.

BB. **Garbage** means every accumulation of animal, vegetable or other matter that attends the preparation, consumption, decay, dealing in or storage of meats, fish, fowl, birds, fruit or vegetables or any other putrescible matter, including animal feces, and also including cans, containers or wrappers along with the materials.

CC. **Garbage Cart** means a container that (1) is made of heavy-duty hard plastic or other impervious material; (2) has enclosed sides, a bottom, an attached lid, and is mounted on two wheels; (3) has a capacity of approximately one hundred (100) gallons or less; and (4) is used for the Automated Collection of Garbage, Rubbish, and other Solid Waste.

DD. **Hazardous Substance** means any substance that is defined as a hazardous substance in the United States Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

EE. **Hazardous Waste** means 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 which may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term shall include Hazardous Waste as described in Chapter 62-730, Florida Administrative Code. The term does not include human remains that are disposed of by persons licensed under Chapter 497, Florida Statutes.

FF. **Load** means the Solid Waste, Recyclable Material, and other cargo transported in one of the Contractor's Collection Vehicles pursuant to this Contract.

GG. **Major Storm** means any hurricane, tropical storm, tornado, or other weather event that is declared a local emergency by the City's Mayor.

HH. **Multifamily Residential Premises** means a building or complex of buildings on a single parcel of land divided horizontally or vertically, designed for and occupied by more than four (4), and up to and including ten (10), single-family housekeeping units.

II. **Operating Day** means each calendar day during which the Contractor provides Collection Services pursuant to this Contract.

JJ. **Ordinance Code** means the City of Jacksonville Ordinance Code.

KK. **Premises** means a lot or parcel of land that is improved for occupancy. Premises may be either Residential Premises, Multifamily Residential Premises, or Commercial Premises.

LL. **Program Recyclable Materials** means Recyclable Materials that are accepted for recycling at the City's designated facility for Recyclable Materials and designated by the Division Chief for diversion or removal from the Waste Stream. Such materials may include newspapers, magazines, catalogs, paper bags, corrugated cardboard, telephone books, glass, aluminum cans, certain plastics, metal and bimetal cans, and any other items agreed to be added or deleted by the Materials Recycling Facility and the Division Chief. As of the Effective Date, the Program Recyclable Materials are those Recyclable Materials that are identified in Exhibit 8, which is attached to this Contract.

MM. **Quadraplex** means a lot or parcel of land that is improved for occupancy by four single-family housekeeping units.

NN. **Rate** means the amount of money that the City shall pay to the Contractor for the Collection Services that the Contractor provides to a Residential Premise in compliance with the requirements in this Contract. Subject to the conditions herein, the Rate includes a Base Rate Component and a Fuel Rate Component, in the amounts shown on the signature page of this Contract, as adjusted from time to time under this Contract.

OO. **Recyclable Material** means those materials that are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste. Recyclable Material includes materials that are not Program Recyclable Material.

PP. **Recycling Cart** means a container that (1) is made of heavy-duty hard plastic or other impervious material; (2) has enclosed sides, a bottom, an attached lid, and is mounted on two wheels; (3) has a capacity of approximately one hundred (100) gallons or less; and (4) is used for the Automated Collection of Recyclable Material.

QQ. **Residential Premise** means a lot or parcel of land that is improved for occupancy as a single-family housekeeping unit, a Duplex, a Triplex, or a Quadraplex.

RR. **Residential Waste** means an accumulation of Garbage, trash and Rubbish that is usual to housekeeping and generated solely by residents in the ordinary course of residential occupancy of a Premises, excluding automobile bodies and parts. Residential Waste includes waste collected from Multifamily Residential Premises and commercial establishments pursuant to Section 382.402, Ordinance Code, as described in Sections 6.1 through 6.4 of this Contract. Residential Waste also includes Bulky Wastes, Construction and Demolition Debris resulting from minor home maintenance and repair projects, including drywall, lumber, roofing material, concrete blocks, and paneling of a volume, size, and weight that complies with Chapter 382, Ordinance Code, and the requirements herein.

SS. **Route** means the roadways that will be used by one Collection Vehicle on a single Operating Day when providing Collection Service pursuant to this Contract. Each Route shall have a designated starting location and day, a designated sequence of streets to be followed when providing Collection Service, and a designated location for finishing.

TT. **Rubbish** means every accumulation of paper, rags, wooden and paper boxes or containers, sweepings, and all other accumulation of materials, other than Garbage, which are usual to housekeeping and to the operation of stores, offices, and other business places, and also any bottles, cans, or containers.

UU. **Service Area** means the area where the Contractor shall provide Collection Services pursuant to this Contract. The Service Area is identified on the signature page of this Contract. The Service Area is described in more detail in Exhibit 1, which is attached to this Contract.

VV. **Set Out** means the Customer's preparation and placement of Solid Waste and Recyclable Materials for Collection at the Customer's Premises in accordance with the requirements in this Contract.

WW. **Solid Waste** means: sludge unregulated under the federal Clean Water Act or Clean Air Act; sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or Garbage, Rubbish, refuse, Special Waste or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

XX. **Special Waste** means Solid Waste that can require special handling and management, including White Goods, Tires, used oil, lead-acid batteries, Construction and Demolition Debris, ash residue, Yard Waste, and Biological Waste.

YY. **SWD** means the Solid Waste Division of the City of Jacksonville.

ZZ. **Tire** means an automobile tire or a tire from other vehicles used for general transportation, but does not include large commercial truck tires and heavy construction equipment tires.

AAA. **Transition Plan** shall mean a document describing in detail the activities that will be undertaken and the schedule that will be followed by the Contractor to ensure the Contractor successfully provides Collection Service in compliance with this Contract on and after the Commencement Date.

BBB. **Triplex** means a lot or parcel of land that is improved for occupancy by three single-family housekeeping units.

CCC. **Waste Stream** means any and all of the types of waste that must be collected pursuant to this Contract. The Waste Stream includes Garbage, Rubbish, Bulky Waste, Construction and Demolition Debris, Yard Waste, White Goods, Tires, and Recyclable Materials, subject to the conditions and limitations contained in this Contract. The Waste Stream does not include Hazardous Waste, Hazardous Substances, Biomedical Waste, Biological Waste, and the other types of material identified in Section 4.5.6 of this Contract.

DDD. **White Goods** means inoperative and/or discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances originating from a Residential Premise.

EEE. **Yard Waste** means vegetative matter that results from yard and landscaping maintenance on a Residential Premise. Yard Waste includes shrub and tree trimmings, leaves, grass cuttings, palm fronds, and branches. Yard Waste does not include land clearing debris.

3. Scope of services and sERVICE AREA:

3.1. Subject to the conditions contained herein, the Contractor shall provide Collection Services for all of the Residential Premises in the Service Area. More specifically, the Contractor shall collect and transport Residential Waste, Yard Waste, Recyclable Material, White Goods, Tires, and Bulky Waste to the recycling and disposal facilities designated by the City. All of the Contractor's Collection Services and other activities shall be performed in compliance with the requirements in this Contract and Applicable Law, including Chapter 382 of the Ordinance Code.

3.2. The Contractor shall provide all labor, supervision, services, vehicles, machines, equipment, supplies, insurance, bonds, permits, licenses, and other resources necessary to perform the Contractor's work under this Contract, and the Contractor shall pay all of the costs, fees, taxes, and expenses for and associated with the Contractor's work under this Contract, except in cases where this Contract expressly provides otherwise. For example, the Contractor shall not be charged or required to pay any disposal or processing fee for any of the Waste Streams collected pursuant to this Contract, if the Contractor delivers the Waste Streams to the facilities designated by the City. Further, the Contractor will not be required to bill and collect its Rates from any Residential Premise.

3.3. Upon verifying the number of Residential Premises in the Service Area pursuant to Section 7.3.1 of this Contract, the City may adjust the boundaries of the Service Area pursuant to Chapter 382, Ordinance Code, and such adjustment shall be effective at the beginning of the next contract year (i.e., October 1). In addition, the Division Chief and the Contractor may mutually agree to change the boundaries of the Service Area at any time. In the event of a dispute concerning the boundaries of the Service Area, the Division Chief shall resolve the dispute and the Division Chief's decision shall be final (i.e., not subject to any further appeal within the City).

3.4. The City shall have the right to add or subtract Residential Premises in the Contractor's Service Area in an effort to allocate an equal number of Residential Premises in each of the City's Service Areas, if the City concludes that such action would improve the overall efficiency of the services provided in the City. The City agrees to perform Premise counts jointly with the Contractor prior to each Rate review (as described in Section 7.2.2, below) and to re-balance the City's Service Areas, effective at the beginning of the new Rate period. However, the City will not re-balance the Contractor's Service Area unless the reallocation

of all Premises will include at least 4,000 Premises and, in the City's judgment, will improve the cost and efficiency of the City's system of managing the Collection of Solid Waste and Recyclable Material. The City will also adjust the fuel allocation in Section 7.5 in the event of a Service Area re-balancing.

3.5. Every 3 years, the Service Area shall be reviewed by the City to ensure that Exhibit 1 reflects the actual area where service is being provided by the Contractor. This review shall coincide with the Rate review process described in Section 7.2.2, below.

3.6. The Contractor shall ensure that the customers and the City do not experience any delay or disruption in service when the Contractor begins to provide its services on the Commencement Date. No later than thirty (30) days after the Effective Date, the Contractor shall provide the Division Chief with a Transition Plan. At a minimum, the Transition Plan shall demonstrate that the Contractor will hire and train the necessary personnel, and procure and prepare the necessary vehicles and equipment, to enable the Contractor to provide its Collection Services in compliance with this Contract on and after the Commencement Date. The Transition Plan shall contain a detailed description of the steps the Contractor will take, and the schedule for completing each of those steps, as the Contractor prepares for the Commencement Date. Among other things, the Transition Plan shall identify and describe: (a) the number and types of Collection Vehicles, containers, and other equipment that the Contractor will need to have in stock at its local equipment yard before the Commencement Date; (b) how the Contractor will deliver and repair Garbage Carts and Recycling Carts for customers; and (c) how the Contractor will provide additional personnel, vehicles, and containers to serve the City if the Contractor needs additional resources on or after the Commencement Date. The Transition Plan is subject to the approval of the Division Chief, which shall not be unreasonably withheld. If requested, the Contractor shall revise the Transition Plan within twenty (20) calendar days and resubmit the plan for the Division Chief's approval.

3.7. No later than thirty (30) days before the Commencement Date, the Contractor shall provide the Division Chief with a Collection Plan that describes in detail how the Contractor will provide Collection Service in compliance with the requirements in this Contract. At a minimum, the Collection Plan shall identify and describe the vehicles, equipment, personnel, Routes, and schedules the Contractor will use for each type of Collection Service. The Collection Plan shall include all of the vehicles and personnel that the Contractor promised to commit to the City, as described in the Contractor's proposal and summarized in Exhibit 7, which is attached hereto. The Collection Plan shall include a legible map for each Route. The map shall identify: (a) the Operating Days when Collection Service will be provided on each Route; (b) the starting and ending points for each Route; and (c) the type of Collection Service that will be provided on each Route on each Operating Day.

3.8. The Contractor shall develop a contingency plan, which shall describe the Contractor's plan of action in the event that a Major Storm, emergency, or other situation disrupts the Contractor's normal operations (e.g., renders the Contractor's operations yard or equipment unusable, or prevents the Contractor's drivers from reporting for work). The contingency plan shall describe the steps that the Contractor shall take to avoid interruptions or reductions in Collection Service under such circumstances. Among other things, the contingency plan shall provide for the procurement of additional equipment and personnel, and the implementation of extended hours of operation. The contingency plan shall be subject to the review and approval of the Division Chief. The contingency plan shall be submitted to the Division Chief at least sixty (60) days before the Commencement Date. It shall be updated and resubmitted to the Division Chief on or before October 1st each year thereafter, and within ten (10) days after the plan is revised by the Contractor.

4.0 COLLECTION REQUIREMENTS:

The Contractor shall provide Collection Services within its Service Area in compliance with the requirements in this Contract.

4.1. **Frequency:** The Contractor shall provide: (a) at least once a week, a separate Collection Service for Residential Waste and Bulky Waste; (b) at least once a week, a separate Collection for Yard Waste; and (c) at least once every other week, a separate Collection for Recyclable Material. The Contractor shall provide Collection Service on an as-needed basis for White Goods and Tires. The Contractor shall collect White Goods and Tires no later than the next regularly scheduled Collection day for Garbage, after the item is placed at Curbside for pickup. Each separate Collection Service shall be on the same regularly scheduled day each week, as determined by the Contractor. The City shall have the right, however, to direct the Contractor to change its Collection days if the Division Chief determines that the Contractor's schedule creates a problem with the commingling of Waste Streams, nuisance conditions, or otherwise is not in the City's best interests.

4.2. **Holiday Schedule:** The Contractor shall perform Collection Services each weekday (Monday – Friday) and during all holidays that fall on a weekday, except Thanksgiving and Christmas (December 25). The City shall determine each holiday schedule, which typically shall be as follows:

(a) Residential Premises scheduled for Collection Services on Thanksgiving shall be rescheduled and shall receive such services on the first Saturday after Thanksgiving; and

(b) When Christmas falls on a weekday, Residential Premises scheduled for Collection Services on Christmas shall be rescheduled and shall receive such services on the first Saturday after Christmas.

The City shall notify the public about the holiday schedule by providing such notice as the City deems appropriate. The Contractor shall publish notice about the holiday schedule on the Contractor's website at least fourteen (14) days before the holiday.

4.3. **Hours and Days of Collection:** The Contractor shall provide its Collection Services for Residential Waste, Bulky Waste, Yard Waste, Recyclable Material, White Goods and Tires on Monday through Friday, between 6:00 a.m. and 6:00 p.m., unless the hours of Collection are extended by the Division Chief or the days of Collection are changed by the Ordinance Code. However, during the months of April through September, Yard Waste may be collected until 8:00 p.m., Monday through Friday, and Residential Waste may be collected until 8:00 p.m. on Friday. The Contractor shall not perform Collection Services on Saturday or Sunday, unless the City approves a holiday schedule with Collections on the first Saturday after Thanksgiving and/or the first Saturday after Christmas. The Contractor shall not perform Collection Services outside of the hours approved above, unless the hours of Collection are temporarily extended due to extraordinary circumstances (e.g., increased amounts of Solid Waste during a holiday) with the Division Chief's prior approval. In the event of a dispute over the hours or days of Collection, the Division Chief's decision shall be final.

4.4. **Quantities To Be Collected:** The Contractor shall collect all of the Recyclable Material within the Recycling Cart(s), and all of the Residential Waste within the Garbage Cart(s), that are placed at Curbside for Collection at Residential Premises. The Contractor also shall collect five (5) cubic yards of Yard Waste and one (1) cubic yard of Construction and Demolition Debris per Residential Premise per week. There is no limit on the maximum weight, volume, or dimensions of the White Goods and Bulky Waste that the Contractor must collect at a Residential Premise. The Contractor shall collect Tires, subject to the limitations described in Sections 4.5.10 and 4.5.11, below. However, the Contractor and the Division Chief may agree to establish limits on the amount of Garbage, White Goods, Tires, and Bulky Waste that the Contractor must collect at any Residential Premises where the Division Chief concludes the customer is disposing of Commercial Waste or unusual quantities of other material. In the event of a dispute as to the quantities of waste or Recyclable Material that must be collected by the Contractor, the Division Chief's decision shall be final.

4.5. **General Standards:** Subject to the conditions herein, the Contractor shall promptly collect all of the waste materials disposed of by each Residential Premise in the Service Area, provided the materials are prepared and placed at Curbside in substantial compliance with the provisions of the Jacksonville Ordinance Code and this Contract. Any dispute as to such matters shall be resolved by the Division Chief. The Division Chief has the discretion to direct the Contractor to rerun all or part of any Route when the Division Chief determines that the Contractor provided inadequate Collection Service. In the

event that the Contractor and the Division Chief have a dispute over the requirements in this Contract, the Contractor shall have the right to seek relief pursuant to Executive Order 98-01 and the City Construction Dispute Review Board (CCDRB) process.

4.5.1. Curbside Locations: The Contractor shall provide Curbside Collection adjacent to each Residential Premise, unless required to collect elsewhere as provided under Section 4.6 for physically disabled customers. In the event the residential structure is located in such a manner as to make Curbside Collection difficult or inaccessible to the Contractor's crew and vehicle, an alternative location for container placement shall be designated by the Division Chief, and the designated location shall be used by the Contractor, at no additional cost to the customer or the City.

4.5.2. Handling Containers: The Contractor shall make Collections with a minimum of noise and disturbance to the Residential Premise. Residential Waste and Recyclable Material containers shall be handled carefully by the Contractor, shall be thoroughly emptied, and shall be returned Curbside to the point of Collection in a standing, upright position. The Contractor may transfer waste from the residential containers into tubs, Garbage Carts, or other containers used by the Contractor for carrying waste to Collection Vehicles. All such work shall be done in a sanitary manner. All spillage shall be cleaned up immediately by the Contractor.

4.5.3. Service Refusal: The Contractor may decline to collect materials or containers that are not Set Out in compliance with this Contract or the Jacksonville Ordinance Code, including materials that are improperly commingled, materials that are inappropriate for Collection, and Contaminated Recyclable Materials, but all such items and containers must be properly tagged by the Contractor in the manner prescribed by the Division Chief. In the event the Contractor leaves materials uncollected at any Premises, the Contractor shall give notice to the customer and the City by using tags that have been approved by the City. At the end of each day, the Contractor shall provide the City with a list of locations where there are tagged wastes or containers. Any dispute about such matters shall be resolved by the Division Chief.

4.5.4. Spillage: During the performance of this Contract, the Contractor shall not litter or cause any spillage of liquid or Solid Waste (e.g., Waste Streams, hydraulic fluid, oil, fuel, or otherwise) to occur upon any Premises, public or private roadway, or right-of-way. During hauling, all Waste Streams shall be contained, tied, or enclosed so that leaking, spilling, and blowing are prevented. In the event the Contractor causes any litter or spillage, the Contractor shall immediately clean it up. If the Contractor is notified that it caused litter or spillage, the Contractor shall clean it up by the end of the day that notice is given; however, if notice is given on the weekend or a

holiday, the litter or spillage shall be cleaned up before the close of business on the next Operating Day. If the litter or spillage causes damage to any public or private property, the Contractor shall respond to the damages in the manner described in Section 5, below.

4.5.5. Commingling Prohibited: When collecting and transporting materials pursuant to this Contract, the Contractor shall not combine, mix together, or otherwise commingle: (a) Residential Waste with Yard Waste, Recyclable Material, Tires, White Goods, or other inappropriate materials; (b) Recyclable Materials with any other type of material; (c) Yard Waste with any other type of material; or (d) waste materials collected from Residential Premises pursuant to this Contract with other waste materials collected by the Contractor pursuant to other contracts or arrangements, regardless of whether the other waste materials are collected inside or outside the boundaries of the Contractor's Service Area.

4.5.6. Hazardous Materials: The Contractor shall not knowingly collect any item that is: (a) a Hazardous Waste or Hazardous Substance; or (b) a Residential Waste or Recyclable Material contaminated by hazardous materials, including Biomedical Waste, Biological Waste, Hazardous Substance, or Hazardous Waste. The Contractor shall give notice in accordance with Section 10 (Contractor Notifications), below, if the Contractor encounters such materials.

4.5.7. Recyclable Material: The Contractor shall deliver Recyclable Material to the Materials Recycling Facility described in Section 13.1, below. Contractor shall not be required to pay any disposal or processing fee for the Recyclable Materials it collects pursuant to this Contract if the Contractor delivers such materials to the designated Materials Recycling Facility.

4.5.8. Recycling Carts and Garbage Carts: Recycling Carts and Garbage Carts shall be provided to Residential Premises in compliance with Sections 4.5.17 and 14.7, below.

4.5.9. Replacing Damaged Containers: The Contractor shall replace any waste or recycling container that is damaged as a result of the fault, carelessness, or negligence of the Contractor. The Contractor shall deliver the replacement container to the customer within five (5) Operating Days after the Contractor is notified about the damage by the customer or the City. Replacement containers shall be provided at no additional cost to the City or the customer. The Contractor shall replace a Residential Premise customer's waste container with a container that is a similar style, material, quality, and capacity. The Contractor shall notify the City immediately after damaging any Garbage Cart or Recycling Cart. The City shall provide the replacement Carts to the Contractor pursuant to Section 14.7,

below, but the cost of the replacement Carts shall be deducted from the Contractor's monthly fee. The Contractor's obligation to pay for the replacement of damaged containers shall not apply if the Division Chief determines that the damaged container was worn-out, deteriorated, or otherwise in need of replacement.

4.5.10. White Goods and Tires: If the Contractor becomes aware that a Residential Premise customer Set Out White Goods and/or Tires at Curbside without making prior arrangements with the Contractor for the Collection of these materials, the Contractor shall promptly make arrangements to collect all of the White Goods and up to four (4) Tires. In such cases, the Contractor shall provide notice to the City pursuant to Section 10 (Contractor Notifications), below, and shall collect the items on or before the next scheduled Collection day for Garbage.

4.5.11. Scheduled Collection Service for White Goods and Tires: Customers that wish to dispose of White Goods and/or Tires shall contact the City's customer service center by telephone (904-630-2489) or e-mail (myjax@custhelp.com) and request the City to schedule a special Collection Service with the Contractor. The Customer shall not place the White Goods and/or Tires at Curbside until the day before the scheduled Collection Service. A maximum of four (4) Tires may be placed at Curbside on any scheduled Collection day.

4.5.12. Driver Notification: Whenever the Contractor's drivers see White Goods or Tires at Curbside, the driver shall notify the Contractor, who shall contact the City's customer service center and schedule the Collection of these items. The Contractor also shall notify the City if a Residential Premise customer Sets Out an excessive amount or number of Tires, White Goods, or Bulky Waste.

4.5.13. Non-Compacted Waste: White Goods and Tires shall not be collected with other Waste Streams and shall not be compacted. White Goods and Tires shall be collected separately from Residential Waste and shall be transported in a non-compacting vehicle.

4.5.14. Improper Container: The Contractor shall clearly mark and tag any container that fails to comply with the applicable standards in the Jacksonville Ordinance Code. Among other things, the Contractor shall mark and tag any Garbage Cart or Recycling Cart that was not provided by the City, or any container that exceeds 45 gallons of capacity for Yard Waste. If a resident continues to use any container that was previously marked by the Contractor, the Contractor shall again mark and tag the container, and the Contractor shall notify the Division Chief. If the resident continues to use the improper container, the Division Chief may

authorize the Contractor to refuse to collect any materials that are Set Out in the improper container.

4.5.15. Operating Vehicles: The Contractor's vehicles shall not stand unattended on roadways. The Contractor shall operate its equipment so as to minimize interference with vehicle and pedestrian traffic. The City reserves its right to deny the Contractor's vehicles access to certain roadways or alleys where, because of road condition or other circumstances, the Division Chief concludes it is in the best interest of the general public to do so.

4.5.16. Yard Waste: Yard Waste shall be collected in accordance with the requirements in Chapters 380 and 382, Ordinance Code. The Division Chief may waive these requirements during periods when part or all of the City has been designated as a disaster area due to a natural or manmade disaster event.

4.5.17 Additional Carts: Residential customers may purchase additional Garbage Carts and Recycling Carts from the City. The Contractor shall document all Cart deliveries by reporting them through the City's CRM request program (e.g., MyJax@custhelp.com or the current City program). Garbage Carts and Recycling Carts shall be sold by the City and delivered by the Contractor, consistent with Section 14.7, below. Residential Premises customers may use multiple Garbage Carts and Recycling Carts. The Contractor shall collect the Solid Waste and Recyclable Material from all of the customer's Carts as part of the normal Collection process, at no added charge to the residential customer or the City.

4.6. Physical Disability: If the City notifies the Contractor that a Residential Premise customer is physically unable to place their waste or recycling container at Curbside, the Contractor shall designate an alternative location for the placement and Collection of the customer's container. The alternative location does not need to be visible from the street, but it shall be readily accessible to the Contractor (i.e., not behind a gate or inside a fenced area). The Division Chief shall resolve any dispute between the Contractor and the customer relating to the point of Collection and shall have the authority to designate the Collection location. On October 1, 2023 and each October 1 thereafter, the Contractor shall provide the Division Chief with a list that identifies the street address of each Residential Premise customer that receives Collection Service at an alternative location pursuant to this Section 4.6. The Contractor shall provide Collection Service to all such customers for the Rates approved herein. The Contractor shall not charge any additional fees to the City or the customer for providing Collection Service to an alternate location.

4.7. Community Service: Upon receiving fourteen (14) days' advance notice from the Division Chief, the Contractor shall provide Collection Services for Solid

Waste and Recyclable Materials that are Set Out during community cleanups and other community events in the Contractor's Service Area. The Division Chief's notice shall identify the estimated number and types of Collection containers that are expected to be needed for each event. The Contractor shall provide its services, without charge, for three (3) events each contract year (i.e., October 1 through the following September 30). If the City requests the Contractor's services for more than three (3) events in one contract year, the City shall pay the Contractor for the additional services, based upon mutually acceptable fees, which shall be negotiated before the services are provided.

4.8. Illegal Dumping of Waste in Public Right-of-Way: The Contractor's drivers shall notify the Contractor promptly, and the Contractor shall notify the Division Chief promptly, whenever the drivers see any illegal dumping in the Service Area. If the illegal dumping occurred on public property or public right-of-way, the City may direct the Contractor to collect the illegally dumped material, in which case the Contractor will be compensated at the Rate set forth in Exhibit 6, which is attached hereto.

4.9 Special Services:

4.9.1. Additional Services: Under this Contract, the Contractor is not required to provide Collection Services for a Residential Premise at any location other than Curbside if the Residential Premise customer is physically capable of placing their containers Curbside.

4.9.2. Vacant lots: Under this Contract, the Contractor is not required to collect or remove (a) debris on vacant lots, (b) land clearing debris and similar materials resulting from the clearing of property for building purposes, or (c) Residential Waste on such properties.

4.10 Set Out and Collection of Residential Waste and Recyclable Material: All of the Recyclable Material that is Set Out for Collection by a resident must be placed inside a Recycling Cart. All of the Residential Waste that is Set Out for Collection by a resident must be placed inside a Garbage Cart. All Recycling Carts and Garbage Carts must be Set Out for Collection at Curbside in the manner required by this Contract. The Contractor is not required to collect the contents of a Garbage Cart or Recycling Cart unless (a) the Cart's lid is closed; (b) the Cart is in working condition; (c) the Cart is properly placed at Curbside for Collection; (d) the weight of the materials in the Cart does not exceed the Cart's maximum rated capacity, as embossed on or affixed to the Cart; and (5) all of the other requirements of the Ordinance Code are complied with by the customer. The Contractor is not required to collect Residential Waste or Recyclable Material that is outside of the customer's Cart (e.g., Residential Waste or Recyclable Material that is are on the ground, in paper bags, plastic bags, garbage cans, boxes, or other types of containers). The Contractor shall not knowingly collect Contaminated

Recyclable Material, as described in Section 4.11, below, or hazardous materials, as described in Section 4.5.6, above.

Whenever the Contractor delivers a Garbage Cart or Recycling Cart pursuant to this Contract, the Contractor will provide the customer with a brochure explaining how the Cart should be placed at Curbside to provide access to the Collection Vehicle. The Customer must place the Cart so that the Collection Vehicle and its automated arm have unobstructed lateral and overhead clearance and access to the correct side of the Cart, which must be facing the street. Only properly placed and unobstructed Carts will be collected. If a Customer and the Contractor cannot agree upon an appropriate location to Set Out a Garbage Cart or Recycling Cart, the Division Chief shall designate the location where Collection shall occur.

4.11 Reducing Contamination of Recyclable Material: If one of the Contractor's employees sees that a Customer's Recycling Cart contains Contaminated Recyclable Material, the Contractor's employee shall (a) place a warning notice or educational materials on the Recycling Cart to encourage the Customer to "recycle right" and (b) leave the Contaminated Recyclable Material on the Customer's Premises. However, nothing in this Contract requires the Contractor to look into a Recycling Cart or otherwise inspect the contents of a recycling container before the Contractor collects the contents of that Cart or container. The Contractor shall coordinate with the Division Chief concerning the form and content of any non-collection notices and educational materials that will be used pursuant to this Section 4.11.

The Division Chief shall have the exclusive authority to resolve any dispute as to whether the contents of a Recycling Cart, recycling container, or Load constitute Contaminated Recyclable Material. The Division Chief's determination may be based on any visual inspection or measurement that the Division Chief deems sufficient, including a visual inspection of photographs of the contents.

4.12 Management of Contaminated Recyclable Material: Pursuant to Section 403.706(22), Florida Statutes, this Contract contains a definition of Contaminated Recyclable Material that the City deems appropriate for the local community. The City's definition of Contaminated Recyclable Material is contained in Section 2.Q, above. The City plans to reduce the amount of Contaminated Recyclable Material being collected in the City primarily by implementing public education and outreach programs. The Contractor will assist the City in this effort by providing educational notices pursuant to Section 4.11, above, and by providing assistance pursuant to Sections 11.1 and 11.2, below. Sections 4.10 and 4.11 describe the basic procedures that the Contractor shall use for identifying, documenting, managing, and rejecting Contaminated Recyclable Material. Collectively, Sections 4.10, 4.11, 11.1 and 11.2 describe the educational and enforcement measures that the Contractor is responsible for implementing when providing Collection Services under this Contract. Leaving the Contaminated Recyclable Material in the Recycling Cart or container is the Contractor's primary

remedy when the Contractor discovers Contaminated Recyclable Material in a Recycling Cart or container. In addition, the Contractor should report to the Division Chief if a Customer repeatedly Sets Out Contaminated Recyclable Material for Collection. The City is responsible for implementing educational and enforcement programs, as the City deems appropriate in light of its funding and other constraints, and thus promoting proper recycling techniques. Subject to its budgetary and other constraints, the City intends to explore potential outreach and messaging campaigns, enforcement mechanisms, and other measures that will encourage customers to "recycle right." The City shall have the exclusive authority to determine whether the City will adopt or implement any specific program or course of action.

5. REPAIR OF DAMAGED PROPERTY.

5.1 The Contractor shall not damage any public or private property, including driveways, sidewalks, utilities, mailboxes, trees, flowers, shrubs, and grass. The Contractor shall be responsible for all damages, costs, and liabilities associated with the repair, restoration, or replacement of any property that has been damaged by the Contractor's equipment, employees, or agents, to the extent that such damage was caused by or results from the actions, errors, or omissions of the Contractor, its employees, or agents.

5.2 The Contractor shall notify the Division Chief immediately if the Contractor causes any damage to any private or public property. At its option, the City may perform or arrange for the performance of any repair, restoration, or replacement work. In the alternative, the City may require the Contractor to perform such work. If the City instructs the Contractor to perform the work, the Contractor shall complete the work as soon as reasonably possible, which shall be within thirty (30) calendar days unless the Division Chief concludes that additional time is required to complete the necessary work. In all cases, the public or private property shall be restored to a condition that is at least equal to the condition that existed before the damage occurred.

5.3 If the Contractor fails to complete the necessary work within the time period prescribed herein or fails to complete the work to the reasonable satisfaction of the Division Chief, the Division Chief may hire a third party or make other arrangements for the repair of the damaged property.

5.4 The Contractor shall be liable for all reasonable costs associated with such work, including all third-party costs and all City administrative costs, which shall be charged to the Contractor at the applicable hourly rate, plus the benefits per hour, for each City employee involved in the oversight of the work. The City may set off and deduct all such costs and damages from any amounts due or to become due to the Contractor under this Contract. Should the Contractor dispute such deductions, the Contractor shall follow the dispute provisions in Section 19,

below, within the time period provided therein; otherwise, the Contractor shall be deemed to waive any objections and any right to dispute the City's actions.

5.5 If a dispute arises between a Residential Premise customer and the Contractor regarding a claim of damages, the Division Chief shall investigate the matter and make the final determination as to the Contractor's responsibility under this Contract for the damages.

5.6 Notwithstanding anything else contained herein, the Contractor shall not be liable for normal wear and tear on the City's streets that is caused by the Contractor's Collection Vehicles.

6. TREATING COMMERCIAL AND MULTIFAMILY PROPERTY AS RESIDENTIAL PREMISES:

6.1. Pursuant to Section 382.402 of the Ordinance Code, certain commercial establishments and certain Multifamily Residential Premises of five (5) to ten (10) single-family housekeeping units may qualify for the same treatment that Residential Premises receive under this Contract with regard to the Collection of Solid Waste and Recyclable Materials. However, each housekeeping unit at the Multifamily Residential Premises must pay the applicable City fees and costs in order to receive Collection Service from the Contractor.

6.2. At the City's direction, the Contractor shall provide qualifying Commercial and Multifamily Residential Premises with the same services that are provided to a Residential Premise under this Contract. The Contractor shall continue to provide such services to the qualifying Commercial and Multi-family Premises until notified by the Director to discontinue such services.

6.3. The Contractor shall be compensated for the services it provides to these qualifying Commercial and Multifamily Residential Premises in accordance with the terms of this Contract. For the purposes of calculating the Contractor's compensation, each individual housekeeping unit and each individual business unit shall be deemed equal to one Residential Premise.

6.4. On a monthly basis, the City shall provide the Contractor with a detailed report listing the locations that qualify for treatment as a Residential Premise for the purposes of Solid Waste and recycling services under this Section 6 and Section 382.501, Ordinance Code. The Contractor may dispute this list within five (5) Operating Days of its receipt of the list. Any dispute shall be resolved by the Division Chief.

6.5 The Contractor is prohibited from providing services under this Contract to any Commercial Premises or Multifamily Residential Premise unless the provisions of Section 382.501, Ordinance Code, are followed. The City may assess liquidated

damages against the Contractor pursuant to Sections 19.3 and 19.8, below, if the Contractor fails to comply with the requirements in this Section 6.

7. RATE AND COMPENSATION:

7.1. Funding Appropriation:

The City shall pay the Contractor for its services under this Contract for the period October 1, 2023 through September 30, 2029, subject to any condition or deduction provided herein.

Thereafter, the City shall pay the Contractor such additional sums from year to year as provided for herein, subject to the future appropriation of funds by the City Council. In the event of non-appropriation, either the City or the Contractor may terminate this Contract.

7.2 Rate:

7.2.1. The City shall pay the Contractor a monthly Rate per Residential Premise in the Contractor's Service Area. The Rate shall include a Base Rate Component and may include a Fuel Rate Component, as described in Section 7.2.1.1, below.

7.2.1.1. The fuel needed for the Contractor to perform its Collection Services under this Contract shall be provided by the City of Jacksonville through a Fuel Card Program maintained by the SWD and administered by the City's Fleet Management Division. If for any reason the City terminates the Fuel Card Program, a Fuel Rate Component per Premise of $1.07 will be added to the Base Rate Component. Section 7.2.5 describes the method that will be used to pay the Contractor and adjust for fuel cost fluctuations.

7.2.2. Rate Review:

7.2.2.1. The City shall perform Rate reviews every third year of this Contract. The Rate review shall be performed by a Rate review committee established by the Director and composed of, at minimum, among others, the Division Chief, and a staff member from the Office of the Council Auditor. The Premise counts, Service Area adjustments (if any), and Service Area rebalancing (if any) shall be implemented in conjunction with the Rate Reviews.

7.2.2.2. The Director shall determine the method for performing each Rate review, which shall require all of the Contractor's

depreciation to be done on a non-accelerated straight line basis. The Director also shall determine the information necessary for performing the Rate review, including: (a) reasonable actual audited expenses incurred year-to-date and projected expenses to be incurred by the Contractor in performing the services; (b) comparison of the Contractor's operating expenses to gross revenues; (c) any anticipated substantial increase in operating expenses or capital investments; (d) a fair and reasonable profit margin based on the projected expenses, but excluding interest and taxes; and (e) the Contractor's current list of all Residential Premises being serviced and projected to be serviced during the next three fiscal years.

7.2.2.3 The City may request other financial statements or reports that the City considers necessary to perform a Rate review. The Contractor shall provide such reports within thirty (30) days of the City's request. The Contractor's failure to comply with the City's request for information or reports shall extend the Rate review process and shall delay implementation of a new Rate until any such requested information is delivered.

7.2.2.4. The Rate review committee will begin the review process during the first week in February of the third year of this Contract (i.e., February 2026). The information that the Rate review committee may consider in determining the new Rate may include the following: (a) audited and certified annual financial statements submitted to the City by the Contractor for the prior two years; (b) the Contractor's projected operating expenses, including detailed projected depreciation expense and reasonable corporate management fees, but excluding interest, amortization of goodwill, and federal and state income taxes; (c) operational information relevant to the Rate review process, including new and existing Routes with Premises served and quantities of materials collected, and the personnel, vehicles and equipment needed per Route; (d) projected capital expenditures; and (e) an operating return or markup on cost. The Rate review committee will review its findings with the Contractor prior to making its recommendations to the Director and the City Council concerning the new Rate. Any Rate change associated with only the Rate review must be approved by the City Council. The City will apply the new Rate beginning October 1 of the fiscal year following the Rate review.

7.2.2.5. The committee's recommendation to the Director and the City Council for the new Rate shall be based on: (a) reasonable projected operating expenses to be incurred by the Contractor

from efficient and productive operations, including depreciation and reasonable corporate management fees of not more than four percent (4.0%) of gross revenue; and (b) a gross profit margin determined by multiplying the Contractor's projected operating expenses times a factor of not less than 0.10 and not greater than 0.15. The committee's recommendation shall be reasonable in all respects. It shall be based upon the committee's good faith review and consideration of all the financial and operational information provided by the Contractor.

7.2.2.6. If the City Council does not approve the new Rate on or before October 1, the new Rate, upon approval, shall be effective retroactively to October 1, except to the extent that the City Council's delay was caused by the Contractor's failure to provide timely information necessary for the Rate review.

7.2.3. Change in Designated Site Adjustment. The Contractor shall deliver Solid Waste and Recyclable Material to the facilities that the City has designated in Section 13, below. If the City's designated sites change in the future, the Contractor's travel times may change and its compensation may increase or decrease as a result. The change in travel times will be determined by (a) verifying the round-trip time from the Centroid of the Service Area to the former designated site, (b) verifying the round-trip time from the Centroid to the new designated site, and then (c) calculating the difference between the two times. For both destinations, the travel time may be determined by making two (2) timed runs from the Centroid to the designated site in a Collection Vehicle and then returning to the Centroid. The first timed run shall begin at 10:00 a.m. on a weekday and the second timed run shall begin at 2:00 p.m. on a weekday. The travel time to each destination shall be the average time required to complete the two (2) timed runs. In the alternative, at the City's option, the travel time may be determined by using "Google Maps" or another electronic system that provides travel directions and travel times while accounting for traffic, road conditions, and other factors. When determining the travel time to the Trail Ridge Landfill, the City shall use the location of the landfill's scale house on Gilridge Road, which is Lat. 30°13'36.80"N, Lon. 82° 2'11.58"W. Once the difference in travel time is determined, it will be converted to an annual travel time, measured in hours. These hours will be multiplied by the applicable hourly rate. The product of this calculation shall be divided by the current Premise count. The quotient shall be the amount of the change in the monthly Base Rate Component for each Residential Premise. In all cases, the City's payments to the Contractor shall (i) increase if the Contractor's travel time will increase as a result of the change in the designated sites and (ii) decrease if the travel time will decrease.

For the purposes of this Section 7.2.3, the current Premise count means the number of Residential Premises that will receive Collection Service from the Contractor, as determined by the City, at the time when the change in designated sites will occur.

For purposes of this Section 7.2.3, the City and the Contractor agree that the hourly rate per Route is $--.-- (effective October 1, 2023). For each of the three (3) primary Waste Streams (i.e., Residential Waste, Yard Waste, and Recyclable Materials), the hourly rate per Route shall be adjusted each year in accordance with the provisions in Sections 7.2.2 and 7.2.4 (CPI Rate Adjustment) of this Contract.

The change in the monthly Base Rate Component will be rounded to the nearest cent and then added to or subtracted from the current per Premise monthly Base Rate Component, as appropriate. The adjusted Rate shall be effective the first full month after the designated site is changed.

The following paragraphs contain a sample calculation, using hypothetical values, that demonstrates how the provisions in this Section 7.2.3 should be implemented when calculating the cost of an adjustment to the Rate for the Collection of Yard Waste:

Sample Calculation for Change in Designated Disposal Site for Yard Waste

Step 1 Calculate time difference:

A. Time (round-trip) from Centroid to old disposal site.	21 Minutes
B. Time (round-trip) from Centroid to new disposal site.	12 Minutes
C. Time difference (round-trip) per Route (A-B)	9 minute savings

Step 2 Conversion to annual hours saved or lost:

A. Time difference per Route	9 minute savings
B. Number of Routes per day for Yard Waste	10 affected Routes
C. Minutes per day gained/lost by the Contractor (A x B)	90 Minutes
D. Total Annual work days per year	260 days
E. Total minutes to be saved/lost annually (C x D)	23,400 minutes
F. Total hours saved/lost annually (E÷60)	390 hours saved

Step 3 Determine total cost increase or reduction:

A. Total annual reduction in hours	390 hours saved
B. Hourly rate per Route for Yard Waste	$100.00 (example)
C. Total cost increase or reduction (A x B)	$39,000 reduction

Step 4 Convert total cost increase or reduction to a per Premise increase or reduction:

A. Total reduction in cost	$39,000
B. Current Premise count (from invoice)	78,950
C. Annual reduction in Base Rate Component (A ÷ B)	$0.4940
D. Monthly Rate reduction per Premise (C ÷ 12)	$0.04117
E. Monthly Rate reduction rounded to the nearest cent:	$0.04

Step 5 Determine change per Premise in the Base Rate Component:

A. Current per Premise monthly Base Rate Component	$10.00
B. Monthly reduction per Premise	$0.04
C. New per Premise monthly Base Rate Component (A-B)	$9.96

7.2.4 CPI Rate Adjustment:

During those years in which the City does not perform a Rate review, the Rate for compensating the Contractor shall be the previous fiscal year's Base Rate Component increased by an amount equal to 100% of the percentage change in the Consumer Price Index ("CPI") during the twelve (12) consecutive month period beginning on May 1 and ending on April 30 immediately preceding the adjustment; provided, however, that: (a) no increase in the Rate shall exceed five percent (5%) and (b) there shall be no decrease in the Rate, regardless of the change in the CPI. For the purposes of this Section 7.2.4, the Consumer Price Index means the Consumer Price Index--All Urban Consumers for the South Urban Area, All Items not seasonally adjusted, base period (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics. In the event that the U.S. Department of Labor, Bureau of Labor Statistics, ceases to publish the CPI, the parties shall substitute another equally authoritative measure of changes in the purchasing power of the U.S. dollar so as to carry out the intent of this Section 7.2.4. There shall be no CPI adjustment to the Rate (i) prior to October 1, 2023 (i.e., City's first full fiscal year after the Effective Date of this Contract) or (ii) prior to the City's first full fiscal year after the October 1 effective date of a Rate review adjustment. The CPI Rate adjustment shall be applied on October 1, except as noted above. The CPI adjusted Base Rate Component shall be rounded up or down to the nearest cent.

The following paragraphs contain a sample calculation, using hypothetical values, that demonstrates how the provisions in this Section 7.2.4 should be implemented when calculating a CPI adjustment to the Base Rate Component:

Sample Calculation for CPI Adjustment

Step 1 **Determine the point change in the CPI:**

A. Current CPI (May of current year)	113.7
B. Previous CPI (May of prior year)	111.2
C. CPI point change (A-B)	2.5

Step 2 **Determine the percent change:**

A. CPI point change	2.5
B. Previous CPI	111.2
C. Percent change [(A÷B) x 100]	2.248%

Step 3 **Adjust monthly Base Rate Component:**

A. Percent change in CPI	2.248%
B. Current monthly Rate per Premise	$10.00
C. New Rate [B x (A + 1)]	$10.2248
D. New Rate rounded up or down	$ 10.22

7.2.5. Fuel Rate Component Adjustment

If at any time the total compensation per Premise consists of two components, a Base Rate Component and a Fuel Rate Component, then the Fuel Rate Component per Premise will be adjusted monthly, subject to the following conditions:

(a) For the purposes of this Section 7.2.5, the "Base Cost per Gallon" shall mean the cost of one gallon of diesel fuel, and the Base Cost per Gallon shall be $3.00. To calculate the monthly adjustment to the Fuel Rate Component, the Base Cost per Gallon shall be compared to the reported cost per gallon averaged for the prior month from data available on the Energy Information Administration Department of Energy Index www.eia.doe.gov (Petroleum/ Weekly Retail Gasoline and Diesel Prices/ Diesel – All Types/ Show Data by: Area/ Lower Atlantic (PADD 1C)/Dollars per Gallon, including taxes/monthly) (hereinafter referred to as the "Index"). **(Note: If the Index falls below $3.00 per gallon, the Contractor will receive a Fuel Rate Component adjustment credit (i.e., reduced payment) from the City of Jacksonville. If the Index goes above $3.00 per gallon, the Contractor will receive a Fuel Rate Component adjustment payment from the City of Jacksonville.);**

(b) The compared Index cost will be divided by the Base Cost per Gallon to determine the percentage of change;

(c) The Fuel Rate Component per Premise in Section 7.2.1, above, multiplied by the percentage of change plus one (1) equals the monthly Rate per Premise; and

(d) The Fuel Rate Component per Premise added to or subtracted from the monthly Rate per Premise equals the monthly Fuel Rate Component adjustment per Premise. The Fuel Rate Component adjustment per Premise multiplied by the adjusted month's Premises will equal the Monthly Fuel Rate Component Adjustment, which shall be a payment or credit.

The following paragraphs contain a sample calculation, using hypothetical values, that demonstrates how the provisions in this Section 7.2.5 should be implemented when calculating an adjustment to the Fuel Rate Component:

Sample Calculation for monthly Fuel Rate Component adjustment

Step 1 **Determine the change in the Index**

A.	Current Index (January 2022)	$3.62
B.	Base Cost per Gallon	$3.00 (example)
C.	Index change (A-B)	$0.62

Step 2 **Determine the percentage change**

Index change	$0.62
Divided by Base Cost per Gallon	$3.00
Percentage of change	20.66 %

Step 3 **Adjust monthly Fuel Rate Component**

Fuel Rate Component per Premise	$1.07
Multiplied by the percentage change plus 1	120.66%
Equals October monthly Rate per Premise	$1.2911
Monthly Rate rounded to nearest cent	$1.29

Step 4 **Calculate monthly Fuel Rate Component adjustment**

January monthly Rate per Premise	$1.29
Less the Fuel Rate Component per Premise	$1.0700
Equals monthly Fuel Rate Component adjustment	$0.2200
Monthly Fuel Rate Component adjustment	$0.2200
Multiplied by adjusted monthly Premises	x 76,500
Equals Fuel Rate Component adjustment for January 2022	$16,917

7.3. Premises:

7.3.1. The City and the Contractor shall jointly verify the number of Residential Premises during the Rate review years as noted in

Section 7.2.2.1, above. In the event of a dispute, the Director's determination shall be final. The method of verifying Residential Premises shall be by: (a) a visual count conducted jointly and simultaneously by the City and the Contractor; or (b) at the City's option, the electronic method used by the City's customer user fee system. In either case, the City shall prepare a written record that allows verification of the Premises counted. Both the Contractor and the City shall have access to the Premise count work-papers. The parties may agree to other procedures to verify the number of Premises in the Service Area. Adjustments to the Premises count, if any, shall be made as of the following October 1 (i.e., the beginning of a new fiscal year following the Rate review).

7.3.2. The City shall adjust the Residential Premises count upward or downward each month, based upon the City Building Inspection Division's Sanitation Adjustment reports concerning certificates of occupancy, demolition permits, mobile home permits, and other changes to the status and number of Residential Premises.

7.3.3. The Contractor agrees that the beginning number of Residential Premises for the first month of service (October 2023) shall be the number of Residential Premises reported for September 2023, as shown on the City's invoice, as adjusted based on the most recent Premise counts that were conducted prior to the Commencement Date.

7.4. Compensation:

7.4.1. The Contractor shall be paid monthly within thirty (30) days after the end of the month in which its services were provided.

7.4.2. During any period the City elects to supply fuel, the Fuel Rate Component and the monthly Fuel Rate Component adjustment shall be zero. When the City does not supply fuel to the Contractor, the Contractor's monthly payment shall be calculated by multiplying the monthly per Premise Base Rate Component and the monthly per Premise Fuel Rate Component times the total number of Residential Premises, as adjusted pursuant to Section 7.3.2, served by the Contractor within the Service Area, as determined by the City for that month. The Fuel Rate Component adjustment shall be calculated monthly, as provided in Section 7.2.5 of this Contract.

7.4.3. Prior to payment, the City shall deduct from the Contractor's monthly payment any amounts the Contractor owes the City pursuant to Section 19 or other provisions of this Contract. Such

reduction in the monthly payment shall not relieve the Contractor of any of its contractual obligations to perform and shall not limit the City's other remedies under the Contract or Applicable Law.

7.4.4. The City reserves the right to correct any errors in payments. In the event the City pays the Contractor for a Residential Premise in error, for whatever reason, the Contractor shall notify the Division Chief. Upon determination of any overpayment or underpayment, the Division Chief will make an appropriate adjustment to the Contractor's payment or future payment. However, the City shall not be obligated to make any adjustments to correct for underpayments that occurred more than six (6) months before the City received the Contractor's notice of the error. The parties agree that this limitation on the Contractor's remedies is reasonable and necessary to prevent untimely claims.

7.5 Adjustments and Fuel Control

7.5.1 City Provided Fuel: Adjustments to Fuel Supply

The City has the option, which can be exercised at any time, and from time to time during the term of this Contract, to supply fuel to the Contractor for the services to be performed under this Contract. If the City elects to exercise this option, the City shall give the Contractor at least 30 days' notice prior to the first day of the calendar month that the City will begin (or stop) supplying fuel. The gallons supplied to the Contractor will be capped each year. Changes to the fuel cap totals will be adjusted accordingly pursuant to Section 7.2.2.

7.5.2 Contractor Fuel Controls over City-provided Fuel

The Contractor shall implement appropriate operational, recordkeeping, and other controls to ensure that the City-provided fuel is used only for the vehicles that the City has approved for such purposes. The Contractor shall report all improper uses of the City-provided fuel, and all improper transactions involving the City-provided fuel, as required by the Division Chief. The Contractor shall reimburse the City for all improper fuel uses and fuel transactions. The Contractor and the City shall modify their respective practices and procedures as necessary to prevent improper fuel use and fuel transactions.

7.6 Contractor Request to use Compressed Natural Gas (CNG)

The Contractor may request the City to allow the Contractor to use Collection Vehicles that are fueled with compressed natural gas ("CNG"). If the Director and the Contractor reach a mutually satisfactory agreement regarding the use of CNG, the proposed agreement shall be recommended by the Director to the Mayor and, if approved by the Mayor, the agreement will be executed by the Mayor and the Contractor. The City's payments for CNG fuel shall not exceed the fuel payments made by the City prior to the Contractor's use of CNG. The Solid Waste Division shall review the fuel reimbursement monthly. The Contractor shall provide the necessary fuel information and documentation to the SWD in a format and manner prescribed by the SWD. The SWD is allowed to set a standard monthly fuel reimbursement with an annual true-up. Any fuel caps established pursuant to Section 7.5, above, shall remain in force. The volumes of CNG shall be converted to equivalent diesel gallons, based on industry standards for conversion, using the relative BTU values for diesel fuel gallon equivalents.

8. CHANGES IN THE WORK:

8.1. Change of Law: The parties understand and agree that there may be future changes in Applicable Law that require changes in the terms, conditions, or obligations in this Contract. Changes in the Applicable Law also may require changes in the Contractor's compensation.

8.2. Other Changes: The City shall have the right to require additional services from the Contractor or to make changes to the Contractor's obligations under this Contract when the City determines such changes are in the best interests of the City and will further the public health, safety, and welfare. The City shall give the Contractor reasonable notice, which shall not be less than thirty (30) days, of any proposed changes to this Contract. If the change results in an increase or a reduction in the Contractor's work under this Contract, the City shall also give the Contractor reasonable notice of the City's intent to increase or reduce the Contractor's Rate.

8.3. Change in Rate: Within thirty (30) days after receiving the City's notification of a change in the Contract pursuant to Sections 8.1 or 8.2, above, the Contractor shall provide the City with a detailed justification, cost analysis, and other supporting documentation required by the Division Chief with respect to any proposed increases or decreases in the Contractor's compensation as a result of such changes in the Contract. The parties shall attempt in good faith to negotiate a mutually agreeable adjustment to the Contractor's compensation, based on the increase or decrease in the Contractor's work. If the parties are unable to negotiate a mutually agreeable rate of compensation for the increase or decrease in the Contractor's work, the dispute shall be submitted to the City Council for resolution. The determination of the City Council shall be the final resolution of the dispute. The Contractor shall be required to continue performing all of its

services in accordance with the terms and conditions in this Contract, including any additional services requested by the City.

9. OPERATIONS DURING DISPUTE:

In the event that a dispute arises between the City and the Contractor or any other interested party in any way relating to the performance or compensation hereunder, the Contractor shall continue to render all of its services in full compliance with all of the terms and conditions in this Contract, regardless of such dispute.

10. CONTRACTOR NOTIFICATIONS:

10.1. General Collection Information: The Contractor shall be responsible for notifying new customers about: (a) the Contractor's Routes, schedules, complaint procedures, and contact information; (b) the types of Solid Waste and Recyclable Material that will be collected; (c) the types of materials that will not be collected; and (d) the proper way to Set Out Solid Waste and Recyclable Materials at Curbside. The method of notification, and the content and design of the notification, shall be subject to the prior approval of the Division Chief, whose decision shall be final.

10.2. Notification of Route and Schedule: Pursuant to Section 3.7, above, the Contractor shall prepare and maintain a Collection Plan, which shall be in a format acceptable to the Division Chief, and shall include all of the current Routes and schedules for each type of Collection Service. The Contractor shall notify the Division Chief in writing of any permanent changes that the Contractor would like to make to the Collection schedules. Before the Contractor implements any changes, the Contractor must obtain the Division Chief's written approval of (a) the proposed schedule change and (b) the Contractor's proposed method of notifying the affected customers about such change. Upon approval of the Division Chief, the Contractor shall notify the affected customers in writing not less than two (2) weeks prior to any change concerning the Collection of Solid Waste and not less than four (4) weeks prior to any change concerning the Collection of Recyclable Material. Notification of Collection day or time changes shall consist of notification by door hanger, flyer, or other method approved by the Division Chief. During the week of the change, the Contractor shall run Collection Vehicles on both the old and the new schedule. If more than twenty-five percent (25%) of the customers Set Out their waste on the old scheduled Collection day, the Contractor must notify affected customers again, prior to the next regularly scheduled Collection day. The Contractor shall update the Collection Plan and resubmit it to the Division Chief within five (5) days after the Division Chief approves a revision to the plan. The updated Collection Plan shall include the most current Routes, schedules, and maps. The Contractor also shall submit the current Collection Plan to the Division Chief within five (5) Operating Days after the Division Chief requests it in writing.

10.3. Notification of Business Report; Completion Status of all Routes and escalated issues: The Contractor shall provide the Division Chief with an End of Day ("EOD") report no later than 3:00 p.m. each Operating Day. The report shall include: (a) an update on all of the day's escalations (as described in Section 18.5, below); (b) the status of all of the day's Routes; and (c) the day's Routes that may not be completed that day but will be completed before 10:00 a.m. on the next Operating Day. In addition to providing the EOD report, the Contractor shall notify the Division Chief in writing no later than 5:00 p.m. each day concerning all Routes that have not been finished. The Contractor's report shall include maps identifying the unfinished Routes.

10.4. Notification of Refusal to Collect: In the event the Contractor leaves material uncollected, for any reason, the Contractor shall provide notice to the customer and the Division Chief, explaining why the material was not collected. At the end of each Operating Day, the Contractor shall provide the City with a list of the locations where the Contractor tagged the customer's waste and left it at Curbside. The form and content of the list shall be subject to the Division Chief's approval.

11. PUBLIC AWARENESS AND EDUCATION:

Educating the public concerning both waste and recyclable Collections, and promoting both waste reduction and recycling, are critical to the success of the City's Solid Waste management program. The City accepts primary responsibility for developing a citywide public education and promotion program. The Contractor shall participate in implementing a public education program, as described herein.

11.1. At the City's request, but no more than once per year, the Contractor shall distribute to Residential Premises informational, promotional, and educational materials in the form of flyers or other forms of media, as agreed upon by the parties. These materials shall be designed to provide general information about the City's waste management services and recycling events and to increase awareness of hazardous materials.

11.2. Pursuant to Section 10.1, above, the Contractor shall provide new customers with information about the service standards for the Collection of Residential Waste, Yard Waste, Bulky Waste, White Goods, Tires and Recyclable Materials. This information shall be provided to the new customer with the delivery of a Garbage Cart and/or Recycling Cart.

11.3. The Contractor must receive the Division Chief's approval before the Contractor distributes any informational, promotional, or educational materials to Residential Premises customers relating to the Collection Services provided under this Contract.

12. CONTRACTOR PERSONNEL:

12.1. The Contractor shall assign well-trained and well-qualified persons to perform the Contractor's work under this Contract.

12.2. The Contractor shall appoint an employee to serve as the Contractor's primary point of contact with the City for all technical and administrative matters pertaining to this Contract. This person will be referred to herein as the "District Manager." The District Manager shall have at least five (5) years of prior managerial experience providing for the Collection of Residential Waste in a community that has at least forty thousand (40,000) single family dwelling units. The District Manager shall have the authority to make decisions concerning the Contractor's day-to-day operations under this Contract. At all times during the term of this Contract, the District Manager must be immediately accessible to the Division Chief by telephone and electronic mail. The District Manager shall be responsible for overseeing and implementing the Contractor's work under this Contract.

12.3 The Contractor shall designate one or more "Field Supervisors," who shall directly oversee the Collection Service provided under this Contract each Operating Day. Each Field Supervisor must have at least five (5) years of prior experience supervising drivers and other employees that are responsible for collecting Solid Waste in a community that has at least twenty thousand (20,000) single family dwelling units. At all times during the term of this Contract, the Division Chief shall have immediate access to the Field Supervisor(s) by telephone and electronic mail.

12.4 If the Contractor replaces the District Manager or a Field Supervisor, the Contractor shall report the change to the Division Chief immediately after the change occurs.

12.5. The Contractor's Solid Waste Collection employees shall at all times during the Contractor's hours of operation wear a uniform or shirt clearly identifying the Contractor's name.

12.6. Each driver of a Collection Vehicle shall at all times carry a valid Florida commercial driver's license for the type of vehicle that is being driven. In the event an out of state driver is used to operate a Collection Vehicle, the driver shall carry a valid driver's license from that state or territory and such license shall be equal to or the same as a commercial driver's license issued in the state of Florida.

12.7. The Contractor's name, office telephone number, vehicle number, and the phrase "JAXRES" shall be clearly displayed on all Solid Waste and recycling Collection Vehicles, on each side and the rear top corner, in numbers and letters that are at least four (4) inches tall.

12.8. The Contractor shall provide operating and safety training for all personnel before they commence work.

12.9. The Contractor's employees shall treat all Residential Premise customers and all the City employees in a polite and courteous manner.

12.10. The Contractor shall provide the Division Chief with the emergency contact numbers and information for all of the Contractor's key personnel.

13. DELIVERY TO DESIGNATED FACILITIES:

13.1 **Residential:** The Contractor shall transport to the facilities designated by the City all of the Residential Waste, Recyclable Material, White Goods, Tires, and Yard Waste collected pursuant to this Contract. Unless changed pursuant to Section 7.2.3, above, the designated facilities are as follows:

(a) Trail Ridge Landfill- Residential Waste - 5110 US Highway 301;
(b) Materials Recycling Facility- Recyclable Materials -7000 Imeson Road;
(c) Yard Waste Facility- 5110 US Highway 301;
(d) White Goods Facility-- 2675 Commonwealth Avenue; and
(e) Tire Facility—1050 Superior Street.

13.2 **Commercial Waste:** The Contractor agrees to deliver to the City's Trail Ridge Landfill all of the Commercial Waste (exclusive of Special Waste and Construction and Demolition Debris) collected by the Contractor in Duval County, subject to the provisions in Chapter 386, Ordinance Code. For purposes of this Section 13.2, the Contractor is defined to include any parent corporation, subsidiaries, and affiliated companies.

14. COLLECTION VEHICLES AND EQUIPMENT:

14.1. **Standards:** The Contractor shall have on hand at all times and in good working order sufficient vehicles and equipment as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Contract. All vehicles shall be licensed in the State of Florida and shall be operated in compliance with all Applicable Laws. All of the Contractor's Solid Waste Collection equipment shall meet industry standards pursuant to the American National Standards Institute (ANSI) and shall be subject to the approval of the Division Chief. In the event a compacting vehicle is used for the Collection of Recyclable Materials, the compaction pressure may not exceed 50 pounds per square inch for the commingled non-paper Recyclable Material to avoid glass breakage.

14.2. **Condition:** All of the Contractor's vehicles and equipment shall be kept in good repair and appearance and in a sanitary, clean condition at all times. The Division

Chief shall have the authority to require the Contractor to remove from service any vehicle or equipment that is leaking or spilling fluids, Solid Waste, or other materials. The Division Chief also may require the Contractor to clean, wash, paint, repair or otherwise maintain any Collection Vehicle or equipment when the Division Chief concludes that such action is necessary to comply with the standards in this Contract. If the Division Chief requests such action, the Contractor shall comply with the Division Chief's request within one (1) Operating Day or the Contractor shall take the vehicle or equipment out of service until the requested work can be completed.

14.3. Vehicle Identification: All vehicles and equipment used by the Contractor for the Collection of waste or Recyclable Materials shall be clearly labelled in compliance with Section 12.7 of this Contract. Vehicles shall have no other identification or advertisements without the Division Chief's prior written approval.

14.4. Reserve Vehicles: 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.

14.5. Properly Equipped: Each vehicle shall carry appropriate tools and supplies to clean up litter and spillage that may occur while providing Collection Services. All vehicles shall be sufficiently secured so as to prevent littering of material and spillage of fluids. No vehicle shall be overloaded in violation of Florida Department of Transportation regulations.

14.6. Vehicle Inventory: No later than fifteen (15) calendar days before the Commencement Date, the Contractor shall provide to the City an inventory of all vehicles (i.e., front-line and reserve vehicles) and equipment that will be used to provide the services specified in this Contract. This inventory shall be provided in a format approved by the Division Chief and shall include, at a minimum, the vehicle identification number, the vehicle number, the make and model, the date of purchase, and the age of each piece of equipment and vehicle. The Contractor shall update the inventory and resubmit it to the Division Chief within five (5) Operating Days after the Contractor permanently adds any vehicles to or removes any vehicles from the fleet that is serving the City under this Contract.

14.7. Cart/Container: Before the Commencement Date, the Contractor shall deliver a Garbage Cart to each Residential Premise in the Service Area, in compliance with the Transition Plan described in Section 3.6, above. The City will provide Recycling Carts to all of the Residential Premises in the Service Area until the Commencement Date. On and after the Commencement Date, the City and the Contractor shall have the following responsibilities for Garbage Carts and Recycling Carts:

(a) The City, at its expense, shall purchase and make available to the Contractor, for distribution to the customer:

(i) replacement Garbage Carts and Recycling Carts for those Carts that were previously provided by the City or the Contractor and then lost or damaged by the Residential Premise customer;

(ii) Garbage Carts and Recycling Carts for those customers that wish to use multiple Carts; and

(iii) Garbage Carts and Recycling Carts for new residential customers;

(b) The Contractor shall deliver replacement Carts to the customer within five (5) Operating Days after the Contractor receives a request by the customer or the City, but the Contractor shall not be responsible for delays in Cart deliveries that are caused by the City's failure to have a sufficient supply of replacement Carts in the City's inventory;

(c) The Contractor shall also deliver Garbage Carts and Recycling Carts when requested by the City on behalf of a Residential Premise customer, for the purpose of collecting excess Garbage or Recyclable Materials or for new residential customers, within five (5) Operating Days after receiving a request by the City.

(d) The Contractor shall prepare and maintain a listing or inventory by serial number of the addresses to which the Garbage Carts and Recycling Carts were delivered. On or before the tenth (10th) day of each month, the Contractor shall provide the Division Chief with a list or inventory of all Garbage Carts and Recycling Carts that were delivered during the prior month. The current list or inventory also shall be made available to the Division Chief within five (5) Operating Days after the Division Chief requests it in writing.

(e) The Garbage Carts and Recycling Carts shall be stored, maintained, repaired, and/or replaced by the Contractor, as necessary. The Contractor shall make minor repairs to Garbage Carts and Recycling Carts, such as wheel and lid replacement, at its cost. If a resident wishes to purchase an additional Garbage Cart or Recycling Cart from the City, or the resident's Garbage Cart or Recycling Cart has been damaged by the resident and cannot be repaired, the resident shall be required to purchase a Garbage Cart or Recycling Cart from the City.

(f) The Contractor shall replace or repair a Garbage Cart or Recycling Cart at its cost within three (3) Operating Days after being notified

by the Division Chief or a resident that the resident's Garbage Cart or Recycling Cart was damaged by the Contractor. In the event of a dispute, the Division Chief shall resolve the dispute and the Division Chief's decision shall be final.

(g) All of the Recycling Carts provided by the City prior to the Commencement Date are and shall remain the property of the City. All of the Garbage Carts and Recycling Carts provided by the City and the Contractor pursuant to this Contract also shall be the property of the City. However, if a customer purchases an additional Garbage Cart or Recycling Cart (i.e., the customer is not replacing a damaged Cart), the purchased Cart shall be the property of the customer.

15. OFFICE AND EQUIPMENT YARD:

The Contractor shall maintain an office within the City of Jacksonville, where complaints shall be received. A responsible, experienced person shall be present and in charge of the office from 8:00 a.m. to 6:00 p.m., Monday through Thursday, and from 8:00 a.m. to 8:00 p.m. on Friday. The Contractor shall not be required to maintain regular office hours on the City-recognized holidays, subject to Division Chief's approval. The Contractor's telephone system shall have the capacity to receive multiple telephone calls simultaneously. The Contractor shall use an answering machine or answering service to receive and record messages when the Contractor's office is closed or the Contractor is receiving more telephone calls than its staff can answer. The answering machine or service shall give customers a telephone number that the customers may use to report an emergency. The Contractor shall establish a procedure for receiving and handling emergency calls, both during and after normal business hours. The Contractor shall ensure that a customer receives an immediate response after reporting an emergency. All of the messages provided on the Contractor's telephone and answering machine shall be provided in English and Spanish. The Contractor's office shall be equipped with cellular telephones and computers or other devices that can be used to promptly contact the Division Chief, the Contractor's District Manager, the Contractor's Field Supervisors, and the Contractor's Collection Vehicles via telephone calls and electronic mail.

16. INSPECTION OF THE WORK:

The Contractor shall allow, during regular business hours, the City access to the Contractor's office, equipment yard, and vehicles in order that the City may inspect the Contractor's facility, operations, and equipment to determine whether the Contractor is in compliance with the requirements in this Contract. The Contractor shall fully cooperate with the City to facilitate such inspections.

17. TIME OF THE ESSENCE:

Time shall be of the essence as to each provision of this Contract that specifies a time within which performance is to occur. In the absence of any specific time for performance, such performance shall be completed within a reasonable time.

18. COMPLAINTS:

18.1. The City shall notify the Contractor of complaints received by the City relating to the Contractor's services. Such notice may be provided by telephone or e-mail.

18.2. Complaints relating to missed collections that are received by the Contractor before 12:00 noon shall be serviced by 6:00 p.m. on the same day. If such complaints are received by the Contractor after 12:00 noon, they shall be serviced by 12:00 noon on the following Operating Day. Missed collections on a Friday shall be addressed by the Contractor that day (Friday). At the Contractor's option, but at no extra cost to the City, Trail Ridge Landfill is open from 6:00 a.m. to 1:00 p.m. on Saturday to accept Yard Waste and Garbage for missed collections from Friday. The Contractor shall address all other complaints by the close of business on the next Operating Day after the date of receipt unless otherwise specified within this Contract. Complaints received on a Saturday, or the day preceding Thanksgiving Day or Christmas Day, shall be resolved by the Contractor no later than the close of business on the next Operating Day.

18.3. The Contractor shall provide the Division Chief with written notification when each complaint received by the City is resolved. The Contractor's notice shall include a full written explanation of the disposition of any complaint involving a claim of damages to private or public property as a result of the Contractor's actions. Additionally, the Contractor's notice shall identify the date and time when the issue was resolved, and shall include a complete description of any action taken.

18.3.1 Each written explanation concerning the disposition of a complaint shall include the date, time, and status of the issue and a description of all actions taken.

18.3.2 The City is only responsible for damage to private personal property that is located within the City ROW if the presence of such property at that location has been approved by the City permit.

18.4. The City may, at its discretion, resolve complaints not timely resolved by the Contractor. The Contractor shall be liable for the costs and damages associated with resolution of any such complaint. The City may off-set and deduct such costs and damages from any amounts due or to become due to the Contractor.

18.5 If a resident's complaint has not been resolved by the estimated completion date ("ECD"), the complaint shall be deemed an "Escalation." All Escalations must be resolved the same day they were received by the Contractor, unless an extension of time is granted by the Division Chief.

19. LIQUIDATED DAMAGES:

It is the intent of the parties to ensure that the Contractor provides high quality Collection Services to the City in accordance with the time limits and other requirements in this Contract. The City and the Contractor agree that the Contractor's failure to perform in accordance with this Contract causes the City to incur damages that will be difficult, if not impossible, to calculate. Nonetheless, the City and the Contractor agree that the following amounts are reasonable estimates of such damages and shall constitute liquidated damages, not penalties, for the Contractor's breach of this Contract. Therefore, if the Contractor fails to perform in accordance with this Contract (except to the extent that the failure of performance is excused by a Force Majeure event), the City may deduct the liquidated damages identified below from any amount otherwise payable to the Contractor, without waiving any other remedies it may have under this Contract and without reducing the Contractor's obligations to provide quality service to the City.

If the Contractor objects to any assessment of liquidated damages by the City, the Contractor shall immediately notify the City in writing and thereby clearly identify the specific grounds for the Contractor's objection. The Contractor's notice shall be delivered to the City within five (5) Operating Days after the Contractor received written notice of the City's assessment. The Division Chief and the Contractor shall meet within five (5) days of the City's receipt of the Contractor's objections and shall attempt to resolve the dispute. In the event no resolution is reached within that period, the parties may seek any relief to which they are entitled.

19.1. Failure to address and resolve a customer service complaint by the close of business on the next Operating Day (i.e., "Unresolved Complaint"). However, at the end of the succeeding month, if the Contractor has less than the number of Unresolved Complaints listed below, the Contractor shall receive a credit against the liquidated damages that were incurred under this Section 19.1 during the prior month. The credit shall be applied to reduce the amount of the prior month's total liquidated damages by the percentages shown below. For example, if the Contractor incurs $1,000 in liquidated damages in May 2024, the liquidated damages will be reduced to zero ($0.00) if the Contractor has 5 or less Unresolved Complaints in June 2024.

$100 per Residential Premise per Unresolved Complaint.

Number	% Credit
40-31	70%
30-21	80%
20-6	90%

5 or less	100%

19.2 Failure of employees to conduct themselves in an appropriate, polite, and courteous manner when dealing with customers or the City.

$100 per incident.

19.3 Commingling Residential Waste with Yard Waste, Recyclable Materials, Tires, White Goods or other inappropriate materials.

$1,000 per incident. In addition, the Contractor shall separate the commingled waste into separate Waste Streams.

19.4 Failure to report a release of any material (fuel, oil, hydraulic fluid, other petroleum products, leachate, Garbage, trash, Recyclable Material, etc.) immediately after the occurrence of any release onto or into any roadway, property, water body, or any part of the City of Jacksonville or the Florida Department of Transportation stormwater system (including but not limited to roads with drainage systems, streets, catch basins, curbs, gutters, ditches, man-made channels, pipes, head walls, manholes, ponds, and storm drains) on the day the spill occurred within an hour of occurrence.

$1,000 per incident.

19.4.1 Failure to clean a reported release of any material as already stated in Section 19.4.

$1,000 per incident. In addition, the Contractor shall pay at no additional costs to the City, the cost of cleanup and any resulting damage, repair or replacement.

19.4.2 Failure to report a documented release of any material as already stated in Section 19.4.

$1,000 per incident. In addition, the Contractor shall pay at no extra cost to the City the cost of cleanup and any resulting damage, repair or replacement.

19.4.3 Failure to cleanup any material as already stated in Section 19.4.

$1,000 per incident. In addition, the Contractor shall pay, at no additional costs to the City the cost of cleanup and any resulting damage, repair, or replacement.

19.4.4 Failure to complete cleanup of a release of any material as already stated in Section 19.4.

$1,000 per incident. In addition, the Contractor shall pay at no additional costs to the City the cost of cleanup and any resulting damage, repair or replacement.

19.4.5 Failure to repair damages caused by a release of any material as already stated in Section 19.4.

$1,000 per incident. In addition, the Contractor shall pay at no additional costs to the City the cost of cleanup and any resulting damage, repair or replacement.

For more information, the Contractor may contact the City's Environmental Quality Division for compliance issues regarding Section 19.4 at 904-255-7100.

19.5 Failure to report each incomplete Route to the Division Chief via e-mail in compliance with the requirements herein. As used in this Section 19, "incomplete" means more than ten (10) Residential Premises were not completed on the scheduled collection day.

$500 per incident

19.6 Failure to collect the Solid Waste and/or Recyclable Materials that were missed on an incomplete Route, within the timeframes required herein or such later timeframe approved by the Division Chief.

$1,000 per incident.

19.7 Failure to deliver to the facility designated by the City any Residential Waste, Yard Waste, Recyclable Materials, White Goods, or Tires collected by the Contractor pursuant to this Contract.

$1,000 per truckload.

19.8 Delivering to the designated facility any Solid Waste collected pursuant to this Contract that has been commingled with waste materials collected by the Contractor outside of this Contract, regardless of whether collected inside or outside of the Contractor's Service Area.

$2,500 per truckload.

19.9 Failure to provide at all times the number and types of vehicles and personnel that were promised in the Contractor's proposal to the City, as summarized in Exhibit 7, unless the Contractor demonstrates to the Division Chief's satisfaction that the shortfall in vehicles and/or personnel is not likely to adversely affect the Contractor's performance under this Contract.

$3,000 per month per truck and $1,000 per month per employee that was promised but not provided.

19.10 Operating Fleet – Average Age: The City understands that the age of the Contractor's Collection Vehicles affects the Contractor's performance and customer satisfaction. Therefore, the Contractor shall maintain the average age of its operating fleet at six (6.0) years or less. This requirement shall apply to the front-line vehicles in the operating fleet, but not reserve or spare vehicles. The age of a vehicle shall be calculated based on the model year of the vehicle. On October 1, 2023 and each October 1 thereafter, the Contractor shall submit a report to the Division Chief that updates the inventory required pursuant to Section 14.6, above, and calculates the average age of the vehicles in the Contractor's operating fleet. The City shall have the right to inspect the Contractor's vehicles, the purchase invoices for the vehicles, and related records at any reasonable time after providing seven (7) days advance notice.

If the City determines at any time that the average age of the Contractor's operating fleet is greater than six (6.0) years, the City shall notify the Contractor that it has thirty (30) days to comply with the age requirements herein. If the Contractor fails to do so within thirty (30) days after the City issues its notice, the Contractor shall be subject to liquidated damages of $3,000 per month for each vehicle in the operating fleet that is eight (8.0) years or older. However, the City will return one-half (1/2) of the liquidated damages to the Contractor if the Contactor (a) replaces such vehicles with new vehicles, (b) reduces the average age of the operating fleet to six (6.0) years or less, and (c) completes both of these tasks within ninety (90) days after the City issues its notice.

19.11 Failure to Resolve a Complaint: Should it be impossible for the Contractor to resolve a complaint or other problem by the time specified by the City's ECD, or should the Contractor dispute the validity of the customer's complaint, the Contractor must notify the City in writing of the dispute not later than 12:00 p.m. (noon) on the next Operating Day. The Contractor's notification shall provide sufficient information justifying the Contractor's position and proposed plan of action, if any, by the ECD. The Division Chief and the Contractor shall jointly investigate and agree upon a method for resolving the dispute. Any unresolved dispute shall be resolved by the Division Chief, whose decision shall be final.

19.12 Reserved.

19.13 Documented neglect, abuse, or damage of Recycling Carts or Garbage Carts by the Contractor. In addition, any Recycling Carts or Garbage Carts damaged or destroyed by the Contractor shall be replaced by the Contractor at no extra cost to the City.

$100 per incident.

19.14 Failure to replace or repair Garbage Carts or Recycling Carts in a timely manner (e.g., within the deadlines contained herein).

$100 per incident or $100 per week of non-compliance.

19.15 Failure to provide documents and reports within the deadlines contained herein.

$100 per document or report per day after the due date.

19.16 Failure to address comments and/or close out customer service complaint issues within the deadline provided herein.

$100 per incident and an additional $100 per day for each day of continued non-compliance.

19.17 Failure to enter comments and/or close out customer service complaint issues within the timeframes provided herein, causing another report or another escalated issue.

$100 per incident and an additional $100 per day for each day of continued non-compliance.

19.18 Failure to resolve an escalated issue as directed by the Division Chief.

$100 per incident and an additional $100 per day for each day of continued non-compliance.

19.19 Failure to provide accurate comments in the customer service (CRM) program.

$100 per incident and $100 per day for each day of continued non-compliance.

20. FORCE MAJEURE AND MAJOR STORMS:

20.1. Variance from Routes: If a Major Storm or Force Majeure event materially and adversely affects the Contractor's ability to provide service in compliance with the requirements in this Contract, the Contractor shall immediately notify the Division Chief in writing concerning the impacts on the Contractor's operations. Under such circumstances, the Contractor may request a variance from the Contractor's regular Routes and schedules, but any such request shall be in writing and shall include a map depicting the revised Routes, a description of the revised schedules, and a plan for resuming regular Routes and schedules. The Division Chief, in his or her discretion, may grant the Contractor's request for a variance from regular Routes and schedules. The Contractor shall resume normal Routes and schedules as soon as practicable after such event, as determined by the Division Chief.

20.2. Collection Of Garbage: When a Major Storm is approaching or a natural or manmade disaster is anticipated, the Contractor shall continue to provide

Collection Service in compliance with this Contract until: (a) the City or the State of Florida declares a "State of Emergency" for the Service Area; (b) the Division Chief and the Contractor agree that Collection Services should be suspended due to unsafe operating conditions; (c) sustained winds exceed thirty (30) miles per hour, as determined by the local or national weather service; or (d) Collection Services must be suspended pursuant to Applicable Law. Following a Major Storm or other natural or human event that is declared a local, state, or federal disaster or emergency, the Contractor shall use its best efforts to immediately collect, by any means available, all of the Garbage that is Set Out by residential customers. This shall be the Contractor's primary responsibility until the Contractor is able to provide Collection Services on a routine basis, as mutually determined by the Division Chief and Contractor. The Contractor shall use its best efforts to resume its Collection Services for Bulky Waste, Yard Waste, and Recyclable Materials on the scheduled Collection days as soon as possible after being directed to do so by the Division Chief. Until the Contractor resumes normal Collection Service, the Contractor's work for the City shall be the Contractor's highest priority and it shall take priority over the Contractor's work for commercial customers and other members of the private sector. All of the vehicles and other equipment that the Contractor and its subcontractors (if any) have dedicated to serving the City during normal operations under this Contract shall continue to be dedicated to the City following a disaster.

20.3 **Collection of Yard Waste**: The provisions in this Section 20.3 shall be implemented if the Mayor declares a local emergency due to a Major Storm. Under such circumstances, the City will pay the Contractor $_____ per ton, adjusted pursuant to Section 7.2.2 and 7.2.4, for every ton of Yard Waste taken to the designated disposal facility that exceeds 105% of the amount of Yard Waste taken to the designated facility during the most recent 24 month period, as adjusted for increases in the number of Residential Premises in the Service Area. However, the 24 month period shall not include months affected by prior Major Storm events. Therefore, the 24 month period may span more than two years. Each month following the Major Storm event, the Contractor may submit an invoice to the City and request payment for the Collection of the excess Yard Waste.

20.4 **No Payment for Force Majeure.** The City shall not be liable to the Contractor or any third party for costs or expenses incurred by them as a result of a Force Majeure event or Major Storm that prevents the Contractor from performing under this Contract. The City shall not pay the Contractor for services that are not provided as a result of a Force Majeure event, Major Storm, or other factors. The Contractor's compensation under this Contract shall be reduced proportionately during any period of time in which the Contractor fails to collect one or more of the Waste Streams from Residential Premises.

20.5 **Compensation for Additional Service.** During a minor storm event, the Contractor shall receive no additional compensation for any increase in its

Collection and transportation services under this Contract. During a Force Majeure or Major Storm event, the Contractor shall receive additional compensation if: (a) the City instructs the Contractor in writing to provide Collection and transportation services that are in addition to or different than the services normally provided under this Contract; and (b) before the Contractor begins to provide those services, the City and the Contractor agree, in writing, to the specific Rate that will be paid for such services.

20.6 Excused Performance for Force Majeure. If the City or the Contractor is unable to perform or is delayed in the performance of any obligations under this Contract by reason of any event of Force Majeure, such inability or delay shall be excused for any time during which compliance is prevented by such event and during such period thereafter as may be reasonably necessary for the City or the Contractor to correct the adverse effect of such event of Force Majeure. To be entitled to the benefit of this Section 20.6, a Party claiming an event of Force Majeure shall give prompt written notice to the other Party, specifying in detail the event of Force Majeure, and shall diligently proceed to correct the adverse effect of any Force Majeure. The Parties agree that, as to this Section 20.6, time is of the essence.

21. PERMITS AND LICENSES:

The Contractor shall obtain all permits, licenses, and other approvals required under Applicable Law and shall maintain the same in full force and effect throughout the term of this Contract. Any suspension or revocation of any approval shall be reported to the Division Chief within two (2) Operating Days.

22. TAXES:

The Contractor shall be liable for all federal, state and local taxes associated with the performance of this Contract, including sales and use tax, social security, worker's compensation, unemployment, and all other taxes that may be chargeable against labor, material, equipment, real estate or other items necessary for the Contractor's performance under this Contract.

23. EMPLOYEE WAGES AND BENEFITS:

The Contractor shall comply with all Applicable Laws relating to wages, hours, overtime, and the employment and protection of employees. Conditions of employment shall be published and conspicuously posted so all employees may be informed. The Contractor shall furnish its employees with reasonable uniforms, rain gear, and safety equipment.

24. INSURANCE:

Without limiting its liability under the Contract, the Contractor shall procure and maintain, at its sole cost and expense during the term of the Contract, insurance of the

types and in the minimum amounts stated in Exhibit 4 (Attachment K), which is incorporated herein.

25. INDEMNIFICATION:

25.1. Contract Indemnification: The Contractor shall indemnify, defend, and hold the City harmless in the manner described in Exhibit 3 (Attachment J), which is attached hereto.

25.2. Joint Negligence: In the event of joint negligence on the part of the City and the Contractor, any loss shall be apportioned in accordance with the provisions of Section 768.31, Florida Statutes, the Uniform Contribution Among Tortfeasors Act, as amended.

25.3. No Limitation on Indemnification: The Contractor's indemnification obligations under Section 25.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or for any subcontractor, supplier or person or organization under worker's compensation acts, disability benefits acts or other employee benefits acts.

25.4 Sovereign Immunity: Nothing contained in this Contract shall be interpreted as waiving or abrogating the City's right of sovereign immunity or the limitations on liability in Section 768.28, Florida Statutes, or any successor statute.

26. PERFORMANCE BOND

The Contractor shall furnish to the City an irrevocable, annually renewable, Performance Bond for the faithful performance of this Contract and all of the Contractor's obligations hereunder. The Performance Bond shall be in the amount of _____ Dollars ($_____) or the Contractor's gross annual revenue under this Contract multiplied by one-third (1/3), whichever is greater. The form and content of the Performance Bond shall be substantially the same as the draft bond in Exhibit 9, and shall be subject to the approval of the City Attorney. The Performance Bond shall be issued by a surety company that is licensed to do business in the State of Florida and acceptable to the City. At a minimum, the surety company shall be rated "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety, and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The Surety shall have been in business and have a record of successful and continuous operation for at least five years. The Performance Bond shall: (a) contain any provisions required by Applicable Law; (b) guarantee the Contractor's performance under this Contract; and (c) not be canceled or altered without at least thirty (30) calendar days' prior notice to the City. The Contractor shall furnish the Performance Bond to the City Attorney no later than fifteen (15) calendar days after the Effective Date.

Maintenance of the Performance Bond and the performance by the Contractor of all of the obligations under this Section 26 shall not relieve the Contractor of liability under the default and termination provisions set forth in this Contract or from any other liability resulting from any breach of this Contract. The Performance Bond may be "called" (drawn upon) and used if there is any uncured default or breach of this Contract by the Contractor. Calling or drawing upon the Performance Bond shall not restrict or preclude the use of any other remedies available to the City against the Contractor for breach, default, or damages.

In the event of a strike of the employees of the Contractor or any other labor dispute which makes performance of this Contract by the Contractor substantially impossible, the City shall have the right to call the Performance Bond three (3) days after giving notice to the Contractor. In such cases, the City shall have the right to engage another Person to provide necessary Collection Services.

27. CONTRACTOR RECORDS - MAINTENANCE AND ACCESS:

27.1. The Contractor shall maintain, within the Consolidated City of Jacksonville, detailed records of its services and scope of work during the term of this Contract and for a minimum of three (3) years following the end of the term of this Contract or following the end of the renewal term of this Contract. If an audit, litigation, or other action involving the Contract commences before the end of the three-year retention period, the Contractor must retain the records until all issues arising out of the action are resolved, or until the end of the three-year period, whichever is later.

27.2. The Contractor shall file and keep current with the City all documents and reports required by this Contract. On or before October 1 of each year that this Contract is in effect, the Contractor shall ensure and certify to the City that all required documents are current and on file with the City. Such documents shall include, but are not limited to, certificates of insurance, the current audited financial statements, applicable licenses and permits, performance bond, Route schedules and maps, and list of Collection Vehicles and equipment. Route maps shall be provided in a format as provided by the City.

27.3. The City and its designees shall have the right to access the Contractor's records at any time during reasonable business hours for the purpose of auditing the financial and contractual performance of the Contractor, except those records that are privileged under Florida law. The Contractor shall make its records available to the City for inspection and audit within 24 hours of the City's written notice. The Contractor shall make copies for the City, upon the City's request, at a cost consistent with Chapter 119, Florida Statutes (Public Records).

27.4. Upon the request of any Residential Premise customer, the Contractor shall make available, at its principal place of business in the City, any pertinent information regarding the services rendered. The Contractor shall have on file at each of its

principal places of business available for inspection upon request of the general public, the following information: (a) a copy of this Contract; (b) a copy of the applicable City ordinances and regulations; (c) a map showing the Contractor's Service Area; and (d) a legible notice placed in a conspicuous place in the office to the effect that a copy of the foregoing are kept there for inspection by the general public.

28. REPORTING REQUIREMENTS:

28.1. Financial:

28.1.1. The Contractor shall maintain separate accounting records and books relative to the operations performed under this Contract and in accordance with a uniform chart of accounts by Waste Stream and as prescribed by the Director and the Office of the Council Auditor for the City, which shall run with the City's fiscal year (October 1 through September 30).

28.1.2. By March 1 of each calendar year, the Contractor shall furnish the City with an audited annual financial statement prepared by an independent certified public accountant, licensed to do business in Florida. The audited financial statements shall be on the City's fiscal year. The audited financial statements (balance sheet, detailed statement of revenue and expense, with footnotes) shall include the unqualified and/or unmodified opinion of the certified public accountant who, having conducted an audit of the Contractor's books and records in accordance with generally accepted auditing standards, including terms and other procedures, certifies that the financial statements are fairly presented in all material respects and in conformity with generally accepted accounting principles. Such audited annual financial statement shall include a certified costs statement prepared in accordance with generally accepted accounting principles, and as required by the Director and the Office of the Council Auditor, and shall utilize the accrual basis of accounting for income and expenses properly chargeable to the scope of work and services performed under this Contract. Such income and expense shall be reported by Collection function (e.g., Garbage, Yard Waste, Recyclable Material) and shall be clearly segregated from the Contractor's other operations not a part of this Contract. The cost stated shall describe in detail operating expenses and other general and administrative expenses. The Contractor shall document its basis for all expense allocations, which shall be described in the audit report footnotes.

28.2. Collection Activities: In addition to any other requirements of this Contract, the Contractor shall provide to the Division Chief semiannually, or more frequently as may be necessary to comply with federal, state or local reporting requirements,

written reports containing pertinent statistical and cost information pertaining to Solid Waste and recyclables Collection Services as requested by and in a format approved by the Division Chief.

29. REPRESENTATIONS:

By signing this Contract, the Contractor certifies and warrants that as of the date of execution of this Contract and at all times during the term hereof:

29.1. **Public Entity Crimes**: The Contractor is in compliance with Section 287.133, Florida Statutes, as amended, and with Section 126.104, Jacksonville Ordinance Code, as amended.

29.2. The Contractor has negotiated this Contract with the City and to that end, has appraised itself fully of the terms and conditions therein.

30. THE PARTIES' REPRESENTATIVES:

(a) All dealings, contacts, notices, and payments between the Contractor and the City shall be directed by the Contractor to the Division Chief, unless this Contract expressly provides otherwise. The Contractor shall provide the City with the name and contact information of the Contractor's primary representative, the District Manager.

(b) In this Contract, the Division Chief is given the express authority to make various decisions concerning the proper interpretation and application of the Contract's requirements. In all such cases, the Division Chief shall fairly and objectively consider the relevant facts before making his or her decision, and the Division Chief shall not unreasonably delay or deny any approval. In all such cases, the Division Chief's determination shall be final – i.e., the determination shall not be subject to any further appeal within the City, unless this Contract expressly provides otherwise.

31. NOTICE:

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, and shall be considered effective upon receipt, at the following address:

(a) City: City of Jacksonville
Solid Waste Division
1031 Superior Street
Jacksonville, Florida 32254
Attn: Division Chief

With copy to: City of Jacksonville
Office of General Counsel

117 W. Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: General Counsel

(b) Contractor: Attn: District Manager

Notices shall be effective when received at the address specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice and is effective when received; however, facsimile transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next Operating Day. If sent by facsimile, the original of the notice must still be mailed in the form as required herein.

32. CONTRACT TERMINATION:

32.1. The City's contractual authority is limited to funds appropriated. Accordingly, the City shall have the right to immediate termination, upon written notice to the Contractor, for lack of sufficient appropriated funds.

32.2. Upon a continual or a material failure by the Contractor to adhere to the terms of this Contract, the City may, upon action by the City Council, terminate the Contract.

32.2.1. Upon the Division Chief's delivering to the Contractor written notice of default, the Contractor shall have thirty (30) days in which to provide the Division Chief with a detailed plan to cure such default to the City's satisfaction. Upon receipt of any such plan, the Division Chief shall review the plan and notify the Contractor whether or not such plan has been approved. If the plan is approved, the Contractor shall commence to cure the default within the time set forth in the approved plan for the default to be cured. The Division Chief's written notice to the Contractor that (i) the Division Chief has rejected the plan to cure the default or (ii) the Contractor has failed to cure such default in accordance with an approved plan, shall constitute notice of proposed termination for default under this provision.

32.2.2. Upon the Contractor's receiving a notice of proposed termination for default, and upon the Division Chief's recommendation to the City Council that the Contractor be terminated, the City Council shall give at least ten (10) days' notice to the Contractor prior to holding a public hearing concerning the Contractor's termination. Should the City Council find either a continual breach or a single material breach of the Contract that justifies termination, the City Council may recommend to the Mayor that he elect to terminate the Contract. In lieu of or in

addition to the foregoing, the City Council may also direct the City's Office of General Counsel to institute an appropriate lawsuit or take other action.

32.2.3. In the event of termination, the Contractor shall not be entitled to receive any further payment under this Contract until the completion of that contract year and a determination by the City of damages resulting from the Contractor's termination, including the City's costs associated with completing Contractor's services. The City may offset and deduct all costs and damages from any work already performed by the Contractor but not yet invoiced or invoiced to the City but not yet paid. Additionally, the City shall have all rights and remedies available to it under any other provision of this Contract, as well as under the law and in equity.

32.2.4. Upon termination, the Contractor shall promptly turn over to the City the Contractor's records and documents, including electronic records and documents, related to the current Collection Services performed under this Contract, and including the Contractor's list of Residential Premises. All such records and documents shall thereafter become the sole property of the City.

33. NON-WAIVER:

Failure by either party at any time to require strict performance by the other party of any provisions hereof shall not release the other party from its obligations under the Contract and shall in no way affect the right of the other party, thereafter, to enforce the same. Furthermore, any monthly payments by the City to the Contractor under this Contract shall not constitute a waiver of any of the parties' rights under this Contract.

34. TITLE TO WASTE:

The Contractor shall, at no time, hold title or ownership to any Residential Waste, Yard Waste, Recyclable Material, White Goods, Tires or other waste generated by Residential Premises and collected by Contractor pursuant to this Contract. The Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials in any way not specified under this Contract without prior specific written authorization from the Division Chief.

35. GOVERNING LAW AND VENUE:

This Contract shall be governed by and interpreted in accordance with the laws of the State of Florida. The venue of any legal action brought or filed relating to any matter arising under this Contract shall be exclusively in the federal and state courts sitting in Duval County, Florida, and having jurisdiction over such legal action.

36. COMPLIANCE WITH LAWS:

36.1 The Contractor shall conduct all of its operations under this Contract in compliance with all Applicable Law. The Contractor shall immediately cease any activity which causes or results in a violation of any Applicable Law, and the Contractor shall immediately after the occurrence of such action(s) report such violation to the Division Chief.

36.2 The Contractor shall adopt and maintain, throughout the term of this Contract, a policy of non-discrimination as defined by the City's Ordinance Code. These requirements shall be incorporated into and made a part of any of the Contractor's subcontracts.

37. SEVERABILITY:

The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract be determined to be void.

38. NO ASSIGNMENT OR SUBCONTRACT:

38.1. The Contractor shall not assign this Contract, the duties to be performed under this Contract, or any right occurring or monies due under this Contract except in accordance with Section 382.308(b), Ordinance Code, as amended.

38.2. It is the intent of the parties that no person, corporation, or company, whether by itself or through a relative, itself or through its parent(s), subsidiary(ies), or holding companies, shall at any time, through one or more Contracts with the City, provide Collection Services to Residential Premises in more than two (2) Service Areas. There can be no assignment of this Contract in violation of Chapter 382, Ordinance Code, regarding same.

38.3. For purposes of this Section 38, a parent, subsidiary or holding company shall mean any person, corporation, or company holding, owning, or controlling more than 10% of the stock or financial interest of another person, corporation, or company.

38.4. The Contractor shall not subcontract this Contract, the duties to be performed under this Contract or any right occurring or monies due under this Contract

without the prior express written consent of the City, executed with the same formalities as this Contract. In the event the City approves a subcontractor, no such consent shall relieve the Contractor of any of its liabilities or obligations under this Contract with the City. For purposes of such subcontract, a subcontractor shall be considered an employee of the Contractor and shall be subject to the same requirements as other employees of the Contractor.

39. INDEPENDENT CONTRACTOR:

The Contractor shall operate as an independent contractor and shall have complete charge of its workers engaged in the performance of this Contract. The Contractor is not an agent, representative, or employee of the City, and noting herein contained is intended or should be construed as establishing the relationship of copartners between the Contractor and the City.

The Contractor shall be responsible for its own labor relations. The Contractor shall negotiate and resolve any disputes between it and its employees or anyone representing its employees. The Contractor shall immediately notify the Division Chief of any actual or anticipated labor disputes, which may affect the Contractor's performance of this Contract. The Contractor shall also inform the Division Chief of all actions that the Contractor is taking to resolve the dispute.

40. ENTIRE CONTRACT:

This Contract, with all exhibits hereto, constitutes the entire Contract between the parties with respect to the scope of services and terms and conditions described herein and extinguishes and supersedes all prior contracts and all amendments and prior understandings between the parties with respect to same. Furthermore, there shall be no changes, modifications, or amendments to this Contract except by written agreement signed by both parties and executed with the same formalities as this Contract. All of the exhibits and attachments to this Contract are incorporated herein by reference and made a part hereof.

41. SECTION HEADINGS:

Section and subsection headings appearing in this Contract are inserted for convenience of reference only and not be construed as part of or an interpretation of the text.

42. construction of Contract:

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

(a) The words "include" and "including" shall not be construed to be terms of limitation. References to included matters or items will be regarded as illustrative and will not be interpreted as a limitation on, or an exclusive listing of, the matters or items referred to.

(b) Whenever the context requires, the singular form of a word includes the plural and the plural includes the singular. The gender of any pronoun includes the other genders.

(c) Both parties are represented by legal counsel and they waive any rule of law that would require any vague or ambiguous provision herein to be construed against the party that physically prepared this Contract. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Contract.

(d) The words "shall" and "must" are used when referring to mandatory duties and obligations. The word "may" is permissive.

(e) The word "Section" refers to the sections in this Contract, unless the context clearly indicates otherwise (e.g., citations to sections of the Florida Statutes).

(f) The word "herein" refers to the provisions in this Contract.

(g) All citations to the Florida Statutes refer to the statutes in existence on the Effective Date-- i.e., Florida Statutes (2022).

43. INTEREST:

All monies not paid when due hereunder shall bear interest at the statutory rate per annum, which also shall be applicable as pre-judgment and post-judgment interest that may result from litigation.

44. DAMAGES:

The Contractor shall not present any claims against the City nor recover any amounts against the City based upon any hypothetical formulas or statistical methodology used to compute damages.

45. ELECTRONIC INFORMATION COMPLIANCE:

At all times relevant to the term of this Contract, the Contractor shall be compliant in maintaining documents and information in an electronic format.

46. SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN AND IRAN:

To the extent that this Contract meets or exceeds the statutory price threshold of $1,000,000.00 or more, the Contractor has certified that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Contractor agrees the City may terminate this Contract immediately without penalty if the Contractor is found

to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. A certification form for the Contractor's execution is attached as Exhibit 10.

47. PUBLIC'S RIGHT TO INSPECT CONTRACTOR'S RECORDS.

In accordance with Chapter 119, Florida Statutes, any written documents that are submitted to the City will become the property of the City and will not be returned. All information contained within such documents shall be available for public inspection, except as otherwise provided under Chapter 119, Florida Statutes, or other Applicable Laws.

The Parties acknowledge and agree that the statements and provisions below are required to be included in this Contract pursuant to Section 119.0701(2), Florida Statutes. The inclusion of this statement and the provisions below shall not be construed to imply that the Contractor has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that the Contractor is acting on behalf of the City as provided under Section 119.011(2), Florida Statutes, or that the statements or provisions are otherwise applicable to the Contractor. As stated below, the Contractor may contact the City's custodian of public records with questions regarding the application of the public records law; however, the Contractor is advised to seek independent legal counsel as to its legal obligations. The City cannot provide advice to the Contractor regarding the Contractor's legal rights or obligations. The City shall provide the Contractor with written notice if the name or contact information for the public records custodian changes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACTOR'S WORK UNDER THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NO. 904-255-5052; E-MAIL: cfeiser@coj.net; MAILING ADDRESS: CITY CLERK, Craig Feiser, 117 West Duval Street, Jacksonville, FL 32202.

If the Contractor is providing services and is acting on behalf of the City as provided under Section 119.011(2), Florida Statutes, the Contractor shall comply with the public records law and shall:

(a) Keep and maintain public records required by the City to perform the services.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

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

Failure of the Contractor to comply with Chapter 119, Florida Statutes, or the requirements of this Section 47 shall constitute a default under this Contract and shall be grounds for termination of this Contract.

48. PARENT CORPORATION GUARANTEE.

The Contractor shall provide a corporate guarantee from the Contractor's parent company ("Guarantor"), whereby the Guarantor shall guarantee the performance of the Contractor's obligations under this Contract. The form and content of the corporate guarantee shall be substantially the same as the draft guarantee in Exhibit 5 and shall be subject to the City Attorney's approval. The form must be executed by a representative of the Contractor's parent company (i.e., the corporate entity that is at the top of any chart showing the Contractor's corporate organization), who has the legal authority to bind the entity, and is not an intermediary between the Contractor and its parent. The corporate guarantee shall be delivered to the City at least five (5) days before the Effective Date.

[Remainder of page is left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST:

By _____

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

In accordance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing Contract; and that provision has been made for the payment of monies provided therein to be paid.

_____
Director of Finance
City Contract Number: _____

Form Approved:

_____
Office of General Counsel

Bidder
Service Area I
Monthly Rate
Base Rate Component: $
Fuel Rate Component: $
Cost Per Hour_____
Cost Per Ton_____
By: _____
Its: _____

WITNESS:

By_____
Signature

_____
Type/Print Name

_____
Title

XYZ COMPANY

By_____
Signature

_____
Type/Print Name

_____
Title

EXHIBIT 1

DESCRIPTION OF SERVICE AREA BOUNDARIES

Description of Service Area I

The scope of work for this solicitation includes furnishing all labor, equipment, supervision, expenses, fees, taxes, etc. as necessary to collect and transport residential curbside solid waste and recyclables for 76,044 residential premise counts (includes 75,656 residential, 214 small commercial garbage, 30 commercial yard waste and 144 multifamily) as described in Section 1.4 of this RFP for the following service area:

Service Area I. Beginning at the southwest corner of Duval County at the intersection of the Duval County, Baker County and Clay County lines; Thence northerly along the Baker County-Duval County line to the intersection of the Baker County, Duval County and Nassau County lines; Thence northeasterly along the Duval County-Nassau County line to an intersection with the centerline of New Kings road (U.S. 1); Thence southeasterly along the centerline of New Kings Road to a intersection with the southerly right-of-way of Interstate 295; Thence northeasterly along the southerly right-of-way of Interstate 295 to an intersection with the centerline of Trout River; Thence easterly along the centerline of Trout River to an intersection with the centerline of Lem Turner Road; Thence southeasterly along the centerline of Lem Turner Road to an intersection with the center of Soutel Drive; Thence southwesterly along the centerline of Soutel Drive to an intersection with the centerline of Ribault Avenue; Thence southerly along the centerline of Ribault Avenue to an intersection with the centerline of the Ribault River; Thence southwesterly along the Ribault River to an intersection with the centerline of Moncrief Road; Thence southeasterly along the centerline of Moncrief Road to an intersection with the centerline of Cleveland Road; Then southerly along the centerline of Cleveland Road to an intersection with the centerline of Edgewood Avenue; Thence southwesterly along the centerline of Edgewood Avenue to an intersection with the centerline of New Kings Road; Thence southeasterly along the centerline of New Kings Road to an intersection with the centerline of 45th Street West; Thence northeasterly along the centerline of 45th Street to an intersection with the centerline of Longleaf Street; Thence southeasterly along the centerline of Longleaf Street to an intersection with the centerline of Westside Boulevard; Thence easterly along the centerline of Westside Boulevard to an intersection with the centerline of Vernon Road; Thence southerly along Vernon Road to an intersection with the centerline of the lands of CSX Transportation (a 60 foot wide railroad right-of-way); Thence in a southwesterly direction along last said centerline to an intersection with the centerline of Old Kings Road; Thence southeasterly along last said centerline to an intersection with the centerline of Milson Avenue; Thence southwesterly and southerly along last said centerline to an intersection with the centerline of Beaver Street; Thence northeasterly along last said centerline to an intersection with a southerly prolongation of the easterly right-of-way line of St. Clair Street; Thence southerly along an extension of last said prolongation to an intersection with the southerly boundary of Block 4, as shown on the plat of Woodstock Park, as recorded in in plat book 5, page 17 of said current public records; Thence northeasterly along last said boundary to an intersection with the northerly prolongation of the centerline of Nelson Street; Thence southerly along last said line to an intersection with the northerly boundary of block 1 as shown on the plat of the Replat of W.R. Thompson subdivision, as recorded in plat book 3, page 46 of said public records; Thence southwesterly along last said boundary to an intersection with the westerly right-of-way of Thompson Street; Thence southerly along last said line to an intersection with the centerline of Warrington Street; Thence westerly along last said line to an intersection with the centerline of Druid Street; Thence southerly along last said line to an intersection with the centerline of Ray Ford Street; Thence westerly along last said line to an intersection with the centerline of Melba Street; Thence southerly along last said centerline to an intersection with Gilmore Street; Thence westerly along last said line to an intersection with the centerline of Luna Street; Thence southerly along last said line to an intersection with the northerly boundary of the plat of a Replat of part of Murray Hill Heights as recorded in plat book 5, page 86 of said current public records; Thence westerly along last said boundary to an intersection with the westerly right-of-way line of Meteor Street;

Thence southeasterly along last said right-of-way line to an intersection with the northwesterly line of lot 119 block 77 as shown on said Replat of part of Murray Hill Heights; Thence southwesterly along last said line and a southwesterly prolongation thereof to an intersection with the centerline of Edgewood Avenue; Thence northwesterly along last said centerline to an intersection with the centerline of Interstate 10; Thence southwesterly along last said centerline to an intersection with the centerline of Cassat Avenue; Thence southerly along last said centerline to an intersection with the centerline of Kingsbury Street; Thence easterly along last said centerline to an intersection with the easterly boundary of the plat of Murray School Park, as recorded in plat book 19, page 24 of said current public records; Thence southerly along last said boundary to an intersection with the centerline of Roosevelt Boulevard; Thence southerly and southeasterly along last said centerline to an intersection with the centerline of Verona Avenue; Thence in a northeasterly direction along the centerline of said Verona Avenue to an intersection with the easterly right-of-way of Ortega Boulevard; Thence northerly along last said right-of-way line to an intersection with the northerly boundary of Ortega Estates, shown and recorded in plat book 17, page 33 of the current public records of Duval County, Florida; Thence southeasterly along said northerly boundary to a intersection with the waters of the St. Johns River; Thence in a southerly direction along the center of the St. Johns River to an intersection with a northerly prolongation the lands of the United State of America (also known as Naval Air Station Jacksonville); Thence southerly and westerly along the northerly and westerly boundary thereof last said lands to an intersection with the easterly right-of-way line of aforesaid Roosevelt Boulevard; Thence in a southerly direction following last said line to an intersection with the southerly boundary of last said lands of Naval Air Station Jacksonville; Thence following the southerly boundary of last said lands to an intersection with the waters of the aforesaid St. Johns River; Thence in a southerly direction following the meandering thereof to an intersection with the Duval County-Clay County line; Thence westerly along the Duval County-Clay County line to the point of beginning; Excepting that part lying within Urban Services District Five.

EXHIBIT 2

Attachment H – Residential Route Information Table

Name of Company

City of Jax Residential Contract Servic Area I

PROJECTED STATEMENT OF OPERATIONS

PROJECTED REVENUE & EXPENSES at *9/30/2023*

Total Gross Revenue

Note: Add accounts as necessary to fully describe the expenses associated with the City contract then **HIGH**

Operating Exp-Salaries & Benefits

Drivers, helpers & oper. wages

Mgrs./Super. wages & salaries

Customer Service Rep wages & salaries

Vacation, Holiday & Bonus Wages

Temporary Labor

Payroll Taxes

Workers Comp

Employer Match 401k

Pre-employ screening/PR Process

Health Insurance & Benefits

Contracted Service

Total Operating Exp-Salaries & Benefits -

Other Operating Expenses

Communications

Uniforms

Training & Safety

Rerair & Maintain (R&M) Containers

Vehicle Tags & Licenses

Insurance Auto & General

Surety Bonds Prem. & Deductible

Total Other Operating Expenses *0*

Shop Expenses

Shop Labor

Shop Manager Wages

Vacation, Holiday & Bonus Wages

Payroll Taxes

Workers Comp

Employer Match 401k

Health Insurance & Benefits

Fuel (City Provides Fuel via fuel cards for trucks)

Oil

Tires/Wheels

R&M Trucks (Parts & Materials)

Outside Repair of Trucks

Wrecker Service/Towing	
Equipment Maintenance/Rental	
Shop Supplies	
Total Shop Expenses	-
Occupancy/Facility	
Rent/Lease	
Facility Maintenance & Repairs	
Utilities	
Total Occupancy/Facility	0
Gross Operating Expenses Before Depreciation	0
Depreciation & Amortization	
Depreciation Operating Assets	
Amortization of Intangibles	
Total Depreciation & Amortization	0
Gross Operating Expenses After Depreciation	0
Other Selling Expenses	
Advertising	
Total Other Selling Expenses	0
Total Selling	0
Gen & Admin - Salaries & Benefits	
Office Salaries	
Bonus/Incentive Pay	
Vacation & Holiday wages	
Payroll Taxes	
Workers comp	
Employer Match 401k	
Pre-employ screening/PR Process	
Health Insurance & Benefits	
Total Gen & Admin - Salaries & Benefits	0
General & Administrative - Other	
Professional Fees & Consulting	
Accounting fees	
Telephone	
Computer Support	
Training	
Dues & Subscriptions	
Travel	
Printing & Postage	

Office Supplies	
Insurance Auto & General	
Bank Charges	
Overhead Allocation (not to exceed 4% of gross revenue)	
Total General & Administrative - Other	***0***
Total General & Administrative	***0***
Total Selling, General & Administrative	***0***
Total Expenses	
Income Before Taxes	***0***
Markup Amount added to expenses to provide for interest expense, taxes and profit.	#DIV/0!
Projected Mid Point or Actual Premises (per the bid)	**762,044**
Annual Rate per premise	-
Monthly Rate per Premise	-

45-1

[Company Name]
Residential Information Request

Please complete the following request for information.

NAME OF SUBSIDIRARY _____
CORPORATE I.D. NUMBER OF SUBSIDIRARY _____
CORPORATE BUSINESS UNIT OF SUBSIDIARY _____

1. Number of routes projected in Service Area I
(Indicate when you intend to increase or decrease in question #3)

		Routes	Days Run (MTWRF)	Anticipated Routes at 10/1/2023
Garbage	Per Day			
Yard Waste	Per Day			
Recycling	Per Day			
Bulk	Per Day			
Tires & White Goods				

2. Please explain how the drivers and helpers are scheduled and paid for overtime work.

(a) Drivers are paid based upon a day rate/ overtime coefficient. **See example below.**

Day Rate _____
Total Hours Worked (Week) _____
Overtime Hours Worked (Week) _____

Day Rate	X	Days	/	Hours Worked	=	Hourly Wage

Hourly Wage	X	150%	=	Overtime Hourly Wage
$ -	x	150%	=	$ -

	Hours	X	Hourly Wage	=	Pay-Week
Regular Hours	40.0	x	$ -	=	$ -
Overtime Hours	16.0	x	$ -	=	$ -
					$ -

(b) Helpers are paid based upon a day rate/ overtime coefficient. **See example below.**

Day Rate _____
Total Hours Worked (Week) _____
Overtime Hours Worked (Week) _____

Day Rate	X	Days	/	Hours Worked	=	Hourly Wage

Hourly Wage	X	150%	=	Overtime Hourly Wage
$ -	x	150%	=	$ -

Hours	X	Hourly Wage	=	Pay-Week

Regular Hours	40.0	x	$ -	=	$ -
Overtime Hours	16.0	x	$ -	=	$ -
					$ -

(c) Also, are drivers and helpers scheduled to work 8 hours per day or 10 hours per day?
or Until completion of route _____

3. **Based on the projected 76,231 premises - For each Route - provide the following information:**
(number and list each route separately.)

Garbage Route #	(Per Day) Premises Served	Staffing Per Route: Drivers (includes swing driver)	Helpers	Dispatch/CSR (allocation)	Day of the Week that the Route Operates	Projected Annual Fuel Usage(gallons)
		-	0	0		-

Yard Waste Route #	Premises Served	Staffing Per Route: Drivers (includes swing driver)	Helpers	Dispatch/CSR (allocation)	Day of the Week that the Route Operates	Projected Annual Fuel Usage(gallons)
		-	-	-		-

Recycling Route # (A week & B Week)	Premises Served	Staffing Per Route: Drivers (includes swing driver)	Helpers	Dispatch CSR (allocation)	Day of the Week that the Route Operates	Projected Annual Fuel Usage(gallons)

			0.00	0.00	0.00		-
Tires/Whitegoods Trucks	Premises Served		Staffing Per Route			Day of the Week that the Route Operates	Projected Annual Fuel Usage(gallons)
			Drivers (includes swing driver)	Helpers	Dispatch/CSR (allocation)		
Supervisory Trucks / Vehicles		Total Annual Miles			Avg. Number of Days per Week that the Truck Operates	Projected Annual Fuel Usage(gallons)	
		-		-		-	

4.. Please identify the company positions that have a salary and benefit or cost allocation to this contract/account (see below).

Position Title	Salary Amount Allocated	Benefit Amt. Allocated	Other Amts. Allocated	Total Allocated	Percentage Allocation	Explain the purpose for the allocation and how the allocation percentage was determined

46-1

Attachment J – Contractor's Operations Indemnification

Contractor and its subcontractors (the "Indemnifying Party") shall hold harmless, indemnify, and defend the City of Jacksonville and their respective members, officers, officials, employees and agents (collectively the "**Indemnified Parties**") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of Contractor that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to Contractor performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, Contractor shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this **Agreement**, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Attachment K – Contractor's Operations Insurance

Without limiting its liability under this **Contract**, **Contractor** and its subcontractors shall always during the term of this **Contract** procure prior to commencement of work to maintain coverages for the life of this **Contract** and shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as additional insured as indicated in the insurance provisions.

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 1,000,000 Each Accident
	$ 1,000,000 Disease Policy Limit
	$ 1,000,000 Each Employee/Disease

This insurance shall cover Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement). An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Pollution Liability $1,000,000 per Loss
$2,000,000 Annual Aggregate

Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the Contractor including transportation.

If the coverage is provided on a claims-made basis, the coverage must respond to all claims which arise out of pollution events which take place during the term of the Contract and are reported within three years following the expiration or termination of the Contract.

Insurance Provisions

A. Certificates of Insurance. **Contractor** shall deliver to the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract , Bid Number or PO if applicable in the Description, Additional Insured, Waivers of Subrogation and statement as provided below. The certificates of insurance shall be insurance certificate shall be made available upon request of the City of Jacksonville.

B. Additional Insured: All insurance except Worker's Compensation, Crime shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability in a form no more restrictive thanCA2048.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville its respective members, officers, officials, employees and agents

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

E. **Contractor** Insurance Primary. The insurance provided by **Contractor shall** apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville and their respective members, officers, officials, employees and agents

F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this **Agreement** shall remain the sole and exclusive responsibility of the named insured **Contractor**. Under no circumstances will the City of Jacksonville its respective members, officers, officials, employees and agents be responsible for paying any deductible or self-insured retention related to this Contract.

G. **Agreement** Insurance Additional Remedy. Compliance with the insurance requirements of this **Agreement** shall not limit the liability of the **Contractor** or its subcontractors, employees or agents to the City of Jacksonville its respective members, officers, officials, employees and agents and shall be in addition to and not in lieu of any other remedy available under this **Agreement** or otherwise.

H. Waiver/Estoppel. Neither approval by City of Jacksonville nor its failure to disapprove the insurance furnished by **Contractor** shall relieve **Contractor** of **Contractor's** full responsibility to provide insurance as required under this Contract.

I. Notice. The **Contractor shall** provide an endorsement issued by the insurer to provide the City of Jacksonville thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, the **Contractor,** shall provide said thirty (30) days written notice of any change in the above coverages or limits, or of coverages being suspended, voided, cancelled, including through expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the **Contractor under** this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and its respective members, officers, officials, employees and agents also be named as an additional insured.

L. Special Provision: Prior to executing this Agreement, **Contractor** shall present this **Agreement** and insurance requirements to its Insurance Agent Affirming: 1) that the agent has personally reviewed the insurance requirements of the **Agreement** Documents, and (2) that the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contract.

EXHIBIT 5

PARENT CORPORATION GUARANTEE

THIS GUARANTEE ("Guarantee") is made as of the ____ day of _____, 2022, by _____, a _____ corporation (the "Guarantor"), to and for the benefit of the City of Jacksonville, Florida (the "City") (each capitalized term used and not defined herein shall have the meaning ascribed to such term in the Contract).

WITNESSETH:

WHEREAS, XYZ Company (the "Contractor"), a _____ corporation and a wholly-owned subsidiary of the Guarantor, is entering into a "Services Contract" ("Contract") with the City;

WHEREAS, the Guarantor is willing to guarantee the performance of the Contractor under the Contract, pursuant to the terms of this Guarantee; and

WHEREAS, the execution of this Guarantee is a condition precedent to the execution by the Contractor and the City of the Contract, and the City would not enter into the Contract unless the Guarantor provided this Guarantee;

NOW, THEREFORE, as an inducement to the City to enter into the Contract, the Guarantor agrees as follows:

1. The Guarantor hereby irrevocably, absolutely and unconditionally guarantees the full, prompt and timely performance and discharge of all of the duties, obligations, covenants and agreements of the Contractor pursuant to and in accordance with the terms and provisions of the Contract, including but not limited to, the full, prompt and timely payment when due of all sums and amounts payable by the Contractor, including without limitation, the payment of any and all fines, damages, indemnification obligations, costs, and expenses, including without limitation, reasonable fees and expenses of attorneys (collectively, the "Obligations").

2. All Obligations of the Guarantor under this Guarantee shall be irrevocable, absolute, unconditional and continuing, and shall remain in full force and effect until all of the Obligations now existing or hereafter incurred have been performed, discharged and paid in full in accordance with the terms of the Contract. The Obligations of the Guarantor under this Guarantee shall not be released, discharged, affected, modified or impaired by reason of the happening from time to time of any event or circumstance, including, without limitation, any one or more of the following:

(i) the compromise, settlement, release, discharge or termination of any or all of the Obligations, by operation of law or otherwise, except by payment and performance in full of the Obligations pursuant to the terms of the Contract;

(ii) the failure of the City to give notice to the Contractor or the Guarantor of the occurrence of any Event of Default under the Contract;

(iii) the waiver by the City of any payment, performance, or observance of any of the Obligations;

(iv) the extension of the time (whether one or more) for payment or performance of the Obligations, or the extension or the renewal of any thereof;

(v) the invalidity or unenforceability of any term or provision of the Contract based on the lack of authority, insolvency, bankruptcy or reorganization of the Contractor;

(vi) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Contractor, or its assets, or the Guarantor, or its assets, or any allegation of invalidity or contest of the validity of this Guarantee in any such proceedings;

(vii) the default or failure of the Guarantor to fully perform any of its obligations set forth in this Guarantee, or the occurrence of any events of default under the Contract;

(viii) the failure of any agreement, instrument, certificate, or other document to be executed or delivered in connection with the Contract; or

(ix) any assignment, amendment, modification, or waiver of, or change in any of the terms, covenants, conditions or provisions of any of the Obligations or the Contract, or the invalidity or unenforceability of any of the foregoing.

3. This Guarantee shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to any choice or conflict of law provisions or rules (whether of the State of Florida or any other jurisdiction).

4. Subject to the provisions of Section 7 hereof, this Guarantee shall be binding upon and enforceable against the Guarantor, its successors, or permitted assigns and legal representatives (including any successor by merger or consolidation or any transferee of all or substantially all of the properties or capital stock of the Guarantor), whether or not the Guarantor's obligations hereunder are expressly assumed by such successor, assignee, or transferee, and is for the benefit of the City and any of its successors and assigns under the Contract.

5. Each and every event of default under the Contract shall give rise to a separate cause of action hereunder, and separate claims may be brought hereunder by the City as each cause of action arises. The Guarantor waives to the greatest extent permitted by law: notice of acceptance hereof; presentment and protest of any instrument, and notice thereof; notice of default; notice of foreclosure; notice of any modification, release or other alteration of any of the

Obligations or of any security therefor and all other notices to which the Guarantor might otherwise be entitled. Should the Contractor default in the payment or performance of any of the Obligations, the obligations of the Guarantor hereunder with respect to such Obligations in default shall become immediately due and payable to the City without demand or notice of any nature, all of which are expressly waived by the Guarantor. Payments by the Guarantor hereunder may be required by the City on any number of occasions.

6. No failure, omission or delay by the City in exercising any right, power or privilege hereunder or under the Contract shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other right, power or privilege of the City. No waiver, amendment, release or modification of this Guarantee shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the party against whom any such waiver, amendment, release or modification is sought to be enforced.

7. The Guarantor shall not assign its obligation hereunder nor substitute any Person in place of itself hereunder without first obtaining the express prior written consent of the City, which consent may be withheld by the City in its sole and absolute discretion. Any attempted assignment in violation of this Guarantee shall be null and void.

8. The obligations of the Guarantor to the City set forth in this Guarantee are direct, absolute and unconditional without regard to the liability of any other Person; and shall not be subject to any requirement that the City first enforce any remedies it may have against the Contractor or any other Person, or any requirement to seek to recover from the Contractor hereunder before proceeding against the Guarantor hereunder, and shall not be subject to any claim of the Guarantor against any other Person including the City. No setoff, counterclaim, reduction, or diminution of any obligation, or any other defense of any kind of nature (excepting payment or performance in fact and any other defenses the Contractor has under the Contract) which the Contractor or the Guarantor has or may have against the City shall limit or in any way affect the Guarantor's obligations under this Guarantee.

9. Each of the Guarantor and the City irrevocably (i) consents that any action or proceeding against it under, arising out of or in any manner relating to this Guarantee shall be brought in the state or federal courts in and for Duval County, Florida, and consents to the exclusive jurisdiction of such courts; (ii) consents and submits to the personal jurisdiction of any such court in any such action or proceeding; (iii) consents to the service of summons, notice, or other process relating to any such action or proceeding by delivery thereof by hand or by mail in the manner provided for in Section 13 of this Guarantee and consents that it may be served with any process or paper by registered mail or by personal service within or without the State of Florida, in accordance with applicable laws; (iv) waives any objection, claim or defense which it may have at any time to the laying of venue of any such action or proceeding in any such court; (v) waives any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum; (vi) waives the right to object, with respect to any such action or proceeding brought in any such court, that such court does not have jurisdiction over such party; and (vii) permanently, voluntarily, and with the advice of counsel, waives any rights it may have to a jury trial concerning any dispute involving or arising out of the Contract or this Guarantee.

10. Upon payment by the Guarantor of any sum to the City hereunder, all rights of the Guarantor against the Contractor arising as a result thereof by way of right of subrogation or otherwise shall in all respects be subordinate, junior in right of payment to, and not exercisable until, the prior indefeasible payment and performance in full of all Obligations.

11. This Guarantee may be executed in multiple counterparts, including by way of facsimile or other electronic transmission (i.e., pdf), each of which shall be deemed an original, but all of which taken together shall constitute one instrument. If any provision of this Guarantee is determined to be unenforceable, the City and the Guarantor hereby agree that such provision may be reformed so that it is enforceable to the maximum extent permitted by applicable laws. In the event that any provision of this Guarantee cannot be reformed, such provision shall be deemed to be severed from this Guarantee, but every other provision of this Guarantee shall remain in full force and effect. This Guarantee is entered into by Guarantor solely and exclusively for the benefit of the City and may be enforced against Guarantor by the City and any of its successors and assigns. This Guarantee contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, representations and understandings of the parties with respect to the subject matter herein.

12. The Guarantor hereby expressly waives notice from the City of its acceptance of and reliance upon this Guarantee, and of any future creation, renewal or accrual of any of the Obligations.

13. All notices hereunder shall be in writing and shall be sufficiently given for all purposes hereunder if properly addressed and delivered personally by documented overnight delivery service, by certified or registered mail, return receipt requested, or by facsimile or other electronic transmission service at the address or facsimile number, as the case may be, set forth below. Any notice given personally or by documented overnight delivery service is effective upon receipt. Any notice given by registered mail is effective upon receipt, to the extent such receipt is confirmed by return receipt. Any notice given by facsimile transmission or other electronic transmission service is effective upon receipt, to the extent that receipt is confirmed, either verbally or in writing by the recipient. Any notice which is refused, unclaimed or undeliverable because of an act or omission of the party to be notified, if such notice was correctly addressed to the party to be notified, shall be deemed communicated as of the first date that said notice was refused, unclaimed or deemed undeliverable by the postal authorities, or overnight delivery service.

If to the City: City of Jacksonville
Solid Waste Division
1031 Superior Street
Jacksonville, FL 32254
Attn: Division Chief

Copy to: City of Jacksonville
Public Works Department

214 North Hogan Street
Jacksonville, FL 32202

City of Jacksonville
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, FL 32202
Attn: General Counsel

If to the Guarantor:

Copy to:

Changes in the respective addresses to which such notices shall be sent may be made from time to time by either party by notice given to the other party in accordance with this Guarantee.

14. Any termination of this Guarantee shall be applicable only to transactions having their inception after the effective date of such termination and shall not affect rights and obligations arising out of transactions having their inception prior to such date.

IN WITNESS WHEREOF, the Guarantor has executed this instrument the day and year first above written.

ATTEST: _____ (Guarantor)

By:_____ By:_____
Name:_____ Name:_____
Title:_____ Title:_____

[Seal]

Witnesses:

_____	_____
Signature	Signature
_____	_____
Print or Type Name	Print or Type Name
_____	_____
Signature	Signature
_____	_____
Print or Type Name	Print or Type Name

EXHIBIT 6

CONTRACTOR'S RATES COLLECTION OF RESIDENTIAL WASTE AND RECYCLABLE MATERIALS				
Bid Item	**Description**	**Estimated COJ Quantity**	**U/M**	**Unit Price**
1.	Collection of the following materials and transportation to the designated facility in compliance with the requirements in the Contract: A. Garbage, Rubbish and Bulky Waste		Per Premise Per Month	$
	B. Yard Waste			$
	C. Recyclable Material			$
	D. White Goods and Tires			$
	E. Total (i.e., A+B+C+D; a/k/a the Base Rate Component)			$
2.	Hourly Rate per Route for Collection and transportation of the following materials: A. Garbage, Rubbish and Bulky Waste	N.A.	Per Hour	$
	B. Yard Waste			$
	C. Recyclable Material			$
	D. White Goods and Tires			$
	E. Total (A+B+C+D)			$
3.	Collection of Yard Waste from Major Storms and transportation to the appropriate facility (Section 20.3 of the Contract)	N.A.		$

EXHIBIT 7

CONTRACTOR'S PERSONNEL AND COLLECTION VEHICLES

EXHIBIT 8

PROGRAM RECYCLABLE MATERIALS

RECYCLING

- Must use city-issued recycling cart with a yellow lid
- Place cart three (3) feet apart from bulk items or garbage and away from obstructions, with wheels facing away from the road
- Lid must be fully closed; save excess recycling for the next recycle collection day Ensure items are empty and free from residue
- Do not put recycling in plastic bags!

These items are accepted:

PAPER

- Mail, office and school paper
- Newspapers, magazines, catalogs, phone books
- Paperback books
- Brown paper bags
- Fiberboard boxes
- Corrugated cardboard, flattened and 2'x3' or smaller

PLASTICS

- Numbered 1-3, 5 and 7
- Water/soda bottles
- Detergent bottles
- Cleaning solution bottles

CARTONS

- Milk and creamer containers
- Juice boxes
- Soup and broth containers

GLASS

- Green, brown or clear bottles and jars (discard lids with garbage)

METAL

- Steel food containers
- Aluminum cans
- Aluminum baking pans

ITEMS SHOULD BE CLEAN, EMPTY, AND DRY.

These items are not accepted:

- Any #4 PLASTICS (LDPE) including cling wrap, sandwich bags, and plastic garbage or grocery bags.

- Any #6 plastics (polystyrene) including Styrofoam, disposable cups and bowls, take-out food containers, packing peanuts, plastic cutlery, hangers, and medicine bottles.
- ANY TYPE OF PLASTIC THAT IS NOT MARKED AS RECYCLABLE
- SHREDDED PAPER
- WEAPONS
- BATTERIES
- FIREWORKS OR FLARES
- NEEDLES
- FOOD OR YARD WASTE
- CABLES OR WIRES
- RUBBER
- AEROSOL CANS
- COLORED GLASS (except brown and green)

Remember, just because an item might contain a recyclable material does not mean it can be recycled. Most recyclable items, including plastics, will be marked with recycling symbol.

EXHIBIT 9 – DRAFT PERFORMANCE BOND

CONTRACT NUMBER _____
(*Contract Number to be inserted by the City of Jacksonville*)

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name:__XYZ Company_____

Principal Business Address:_____

Telephone:_____

As to the Surety:

Name:

Principal Business Address:

Telephone: (__)

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, Jacksonville, Florida 32202

Telephone: (904) 255-8763

Description of project including address and description of improvements:
Furnishing all labor, materials, and equipment and performing all operations necessary for the collection of residential curbside garbage and rubbish, including bulky waste, C & D waste, recycling, yard trash, white goods, and tires and transporting such garbage and rubbish to the appropriate disposal and recycling facilities from Service Area I.

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CITY OF JACKSONVILLE, FLORIDA

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that XYZ COMPANY, as Principal, (hereinafter the "Contractor"), and _____, a corporation organized and existing under the laws of the State of_____ and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter called "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of _____, lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number _____ (*to be inserted by the City*) (the "Contract"), dated as of the _____ day of_____, 2022, for furnishing all labor, materials, and equipment and performing all operations necessary for the collection of residential curbside garbage and rubbish, including bulky waste, C & D waste, recycling, yard trash, white goods, and tires and transporting such garbage and rubbish to the appropriate disposal and recycling facilities from Service Area I, in accordance with plans and specifications prepared by and for the Engineering and Construction Management Division of the City's Department of Public Works, bid numbered_____, bid date _____, 2022, designated as *Request for Proposals for Residential Curbside Solid Waste and Recyclables Collection and Transportation Services*, and in strict accordance with the advertisement calling for bids proposals, drawings, specifications, blueprints, addenda for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall: **(1)** promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond, by reference, in strict compliance with the Contract requirements; and **(2)** perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and **(3)** pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract; then this Bond shall be void; otherwise it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the City, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

PROVIDED further, that whenever Contractor shall be declared by the City to be in

default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

(1) Within a reasonable time, but in no event later than thirty (30) days, from the City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages, and all other damages, expenses, costs and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or

(2) **(A)** Within a reasonable time, but in no event longer than sixty (60) days after the City's written notice of termination for default, award a contract to a completion contractor and issue a notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; **(B)** alternatively, the City may elect to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price", as used in this Bond, shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor. **(C)** Either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

(3) Within a reasonable time, but in no event longer than thirty (30) days from City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the City and tender payment to the City of any amount necessary in order for the City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the City harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay the City for all losses, delay and disruption damages, and other damages, expenses, costs and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default of the Contractor under the Contract.

PROVIDED further, the Surety shall indemnify and save the City harmless from any and all claims and damages, arising from the Contractor's default under the Contract including, but not limited to, contractual damages, expenses, costs, injury, negligent default, or intentional default, patent infringement and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final

completion under the Contract.

PROVIDED further, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the City, Surety shall be responsible for securing and protecting the work site, including but not limited to the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED further, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

[Remainder of page left blank intentionally; Signature page follows immediately.]

SIGNED AND SEALED this _____ day of_____, 2022.

WITNESS:

_____
Signature

_____
Type/Print Name

_____
Title

Signed, Sealed and Delivered
in the Presence of:

_____

_____

XYZ COMPANY

Signature

Type/Print Name

Title
AS PRINCIPAL

_____

By _____
Its

AS SURETY

Name of Agent: _____

Address: _____

_____

Note. Date of Bond Must Not Be Prior to Date of Contract

Form Approved:

_____
Office of General Counsel

EXHIBIT 10

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

Contractor's Name: _____

Contractor's FEIN: _____

_____/_____
Contractor's Authorized Representative Name Title

Address: _____

County: _____State: _____Zip:_____

Telephone Number: _____

E-mail Address: _____

Contractor acknowledges that Section 287.135, Florida Statutes, prohibits the City from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List (contained in Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel, and from contracting for goods or services of $1 Million or more with companies that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (contained in Section 215.473, Florida Statutes), or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the Contractor is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, that the Contractor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that the Contractor is not engaged in business operations in Cuba or Syria. On behalf of the Contractor, I acknowledge and understand that, pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the Contractor to civil penalties, attorney's fees, and/or costs, and other damages or relief, as allowed by law. I further understand that the City may terminate an agreement if the City determines that the Contractor submitted a false certification.

_____
*Signature of Authorized Representative

_____
*Name and Title of Authorized Representative

*This individual must have the authority to bind the Contractor.

EXHIBIT 11

STANDARD REQUIREMENTS FROM THE CITY'S REQUEST FOR PROPOSALS

This Exhibit 11 contains excerpts from the City's Request for Proposals (RFP No. -------). All of the following provisions are applicable to and enforceable under the City's Contract with the Contractor.

For the purposes of this Exhibit 11, "Services" means all of the services and deliverables required by the Contract.

2.15 **Convicted Vendor List.** A person or affiliate placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes, following a conviction for a public entity crime may not do any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transact business with any public entity in excess of the Category Two threshold amount provided in Section 287.017, Florida Statutes.

2.16 **Discriminatory Vendor List.** An entity or affiliate placed on the State of Florida discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

3.5. **City Will Assist Contractor.** At Contractor's request, City will provide reasonable assistance and cooperation to Contractor, including the supply of any data and information necessary for Contractor to provide the Services. City will also designate a Contract Manager who will, on behalf of City, work with Contractor and administer the Contract in accordance with its terms.

3.6. **Location Requirements for Services.** Unless otherwise stated in the RFP or the Response, the majority of the Services shall be performed within Duval County, Florida and no

Services will be performed outside of the United States. These restrictions may be modified in writing if City determines, in its sole discretion, that the restrictions impose an undue burden on Contractor's ability to perform the Services as contemplated in the Contract.

3.8. **Meetings and Reports.** Contractor must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by City and Contractor can reasonably schedule its appearance. Unless otherwise agreed, Contractor shall provide a monthly report summarizing Contractor's performance. Contractor shall provide other periodic reports respecting the Services as City reasonably requests.

3.13. **Loss of Data.** If any City data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for correcting and recreating all production, test, acceptance and training files or databases affected which are used in the provision of Services, at no additional cost to the Customer in the manner and on the schedule set by City. This remedy shall be in addition to any other remedy City may be entitled to by law or the Contract.

3.14. **Purchase Orders.** If the Contract requires a Service to be ordered by City via purchase order, Contractor shall not deliver or furnish the Service until a City transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by City directly with Contractor, and shall be deemed to incorporate by reference the Contract. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to City.

3.15. **Best Pricing for Comparable Services to Other Government Entities.** Compensation for the Services shall be as set forth in the Contract. During the Contract term, if Contractor offers better pricing to other government entities for substantially the same or a smaller quantity of Services upon the same or similar terms of the Contract ("Better Pricing"), then the price under the Contract shall be immediately reduced to the better price. City may require Contractor to certify on an annual basis that Better Pricing (as defined above) does not exist.

3.17. **Taxes.** City is generally exempt from any taxes imposed by the State of Florida or the federal government. Exemption certificates will be provided upon request. Contractor shall not include any state, local and federal taxes in any prices quoted to City.

3.18. **Right of Setoff.** City may, in addition to other remedies available at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted in good faith by City (or any other local government entity or authority located in Duval County, Florida) against Contractor.

3.19. **Retention of Records / Audits.**

(a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient.

(b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to City. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by City (including City's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge City for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and City shall be permitted to bring its photocopying equipment if City so desires.

(d) Contractor must comply with and cooperate in any audits or reports requested by City, and must ensure that all related party transactions are disclosed to the auditor.

(e) Contractor must permit City to interview any of Contractor's employees, subcontractors and subcontractor employees to assure City of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or City is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge City for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f) Following any audit or review, if performance of Contractor is, in the opinion of City, deficient, City will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to City, said corrective plan within ten (10) days of receiving City's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after City's receipt of the corrective action plan.

(g) All reports and other information provided by Contractor pursuant to this Section 3.19 shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes.

(h) Contractor must include the aforementioned audit, inspection, investigation and record- keeping requirements in all subcontracts and Contract assignments.

(i) Contractor agrees to reimburse City for the reasonable costs of investigation incurred by City for audits, inspections and investigations that uncover a material violation of the Contract.

Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

3.29. Qualification of Contractor Employees, Subcontractors, and Agents. All Contractor employees, subcontractors and agents performing work under the Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative requirements of City and with all controlling laws and regulations relevant to the services they are providing under the Contract. City may conduct, and Contractor shall cooperate in, a security background check or other assessment of any employee, subcontractor or agent furnished by Contractor. City may refuse access to, or require replacement of, any personnel for reasonable cause.

Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors and agents are not considered employees of City. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than City.

As a condition to providing services to City, Contractor (and any subcontractor) will enroll and participate in the federal E-Verify Program within thirty days of the effective date of the Contract. Proof of enrollment and participation will be made available to City upon request.

3.30. Security Procedures. Contractor and its employees, subcontractors and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida and City in performance of the Contract. City agrees that any security procedures imposed by City specifically for the Contract will be reasonable and will not impose any unreasonable costs or hardships.

3.31. Restrictions on the Use or Disclosure of City's Information. Contractor shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of City. At City's request, all information furnished by City will be returned to City upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on City's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Contract.

3.32. Protection of Contractor's Trade Secrets and Other Confidential Information. All documents received by City in connection with this Agreement are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be

a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to City. City agrees to notify Contractor of any third-party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, City may release the requested information. Such release shall be deemed for purposes of the Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

3.35. Assignment of Antitrust Claims. Contractor and City recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by City. Therefore, Contractor hereby assigns to City any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials or services purchased in connection with the Contract.

3.36. Equal Employment Opportunity. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above cited terms, written evidence of such exempt status must be provided to City.

3.37. Other Non-Discrimination Provisions. As required by Section 126.404, Jacksonville Ordinance Code, Contractor represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of the Contract. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

3.38. Prompt Payment to Subcontractors and Suppliers. The following is required by Chapter 126, Part 6, Jacksonville Ordinance Code; provided however, if Contractor does not use JSEB subcontractors, as identified below, this Section 3.38 shall not apply:

(a) *Generally.* When Contractor receives payment from City for labor, services or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15)

calendar days after Contractor's receipt of payment from City. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, Contractor may dispute the disputed portion of any such payment only after Contractor has provided notice to the City and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to City and said subcontractor or supplier within ten (10) calendar days after Contractor's receipt of payment from City. Contractor shall pay all undisputed amounts due within the time limits imposed by this Section.

(b) *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code, Contractor shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB"), as defined therein, their pro rata share of their earned portion of the progress payments made by City under the Contract within seven (7) business days after Contractor's receipt of payment from City (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to City, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB's from all prior payments Contractor has received from City. Contractor shall not unreasonably withhold payments to certified JSEB's if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEB's, which payment has been made by City to Contractor, Contractor shall return said payment to City. Contractor shall provide notice to City and to the certified JSEB's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to City and said JSEB's within five (5) calendar days after Contractor's receipt of payment from City. Contractor shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEB's within seven (7) business days shall be a breach of the Contract, compensable by one per-cent (1%) of the outstanding invoice being withheld by City, not as a penalty, but as liquidated damages to compensate for the additional contract administration by City.

(c) *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between City and any subcontractor, supplier, JSEB or any third party or create any City liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of Contractor's contractual obligations to City. As a result of said breach, City, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily late payment charge or the charges specified in said Chapter 126 of the Jacksonville Ordinance Code for JSEB's and in Chapter 218, Florida Statutes, for non-JSEB's, whichever is greater.

3.39. **Conflicts of Interest.** Contractor acknowledges that Section 126.110 of the Jacksonville

Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

3.40. **Contingent Fees Prohibited.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona- fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, City shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

3.41. **Truth in Negotiation Certificate.** The execution of the Contract by Contractor shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby Contractor states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further Contractor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where City determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of the Contract.

3.42. **Compliance with Applicable Laws.** Contractor (and any subcontractors) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code); and
- All licensing and certification requirements applicable to performing the Services.

3.43. **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. These purchases are independent of the agreement between City and Contractor, and City shall not be a party to such transactions.

3.44. **Warranty of Ability to Perform.** Contractor warrants that (i) it is ready, willing and able to perform its obligations under the Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify City in writing if its ability to perform is compromised in any manner during the term of the Contract.

3.45. **Warranty of Authority to Sign Contract.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

_____
Director of Finance
CITY Contract Number: _____

Form Approved:

_____
Office of General Counsel

Bidder
Service Area I
Monthly Rate
Base Rate Component: $
Fuel Rate Component: $
Cost Per Hour_____
Cost Per Ton_____
By: _____
Its: _____

ATTEST:

By_____
Signature

_____
Type/Print Name

_____
Title

INSERT NAME OF CONTRACTOR.

By_____
Signature

_____
Type/Print Name

_____
Title

EXHIBIT 1

DESCRIPTION OF SERVICE AREA BOUNDARIES

SERVICE AREA I

Beginning at the southwest corner of Duval County at the intersection of the Duval County, Baker County and Clay County lines; Thence northerly along the Baker County-Duval County line to the intersection of the Baker County, Duval County and Nassau County lines; Thence northeasterly along the Duval County-Nassau County line to an intersection with the centerline of New Kings road (U.S. 1); Thence southeasterly along the centerline of New Kings Road to a intersection with the southerly right-of-way of Interstate 295; Thence northeasterly along the southerly right-of-way of Interstate 295 to an intersection with the centerline of Trout River; Thence easterly along the centerline of Trout River to an intersection with the centerline of Lem Turner Road; Thence southeasterly along the centerline of Lem Turner Road to an intersection with the center of Soutel Drive; Thence southwesterly along the centerline of Soutel Drive to an intersection with the centerline of Ribault Avenue; Thence southerly along the centerline of Ribault Avenue to an intersection with the centerline of the Ribault River; Thence southwesterly along the Ribault River to an intersection with the centerline of Moncrief Road; Thence southeasterly along the centerline of Moncrief Road to an intersection with the centerline of Cleveland Road; Then southerly along the centerline of Cleveland Road to an intersection with the centerline of Edgewood Avenue; Thence southwesterly along the centerline of Edgewood Avenue to an intersection with the centerline of New Kings Road; Thence southeasterly along the centerline of New Kings Road to an intersection with the centerline of 45th Street West; Thence northeasterly along the centerline of 45th Street to an intersection with the centerline of Longleaf Street; Thence southeasterly along the centerline of Longleaf Street to an intersection with the centerline of Westside Boulevard; Thence easterly along the centerline of Westside Boulevard to an intersection with the centerline of Vernon Road; Thence southerly along Vernon Road to an intersection with the centerline of the lands of CSX Transportation (a 60 foot wide railroad right-of-way); Thence in a southwesterly direction along last said centerline to an intersection with the centerline of Old Kings Road; Thence southeasterly along last said centerline to an intersection with the centerline of Milson Avenue; Thence southwesterly and southerly along last said centerline to an intersection with the centerline of Beaver Street; Thence northeasterly along last said centerline to an intersection with a southerly prolongation of the easterly right-of-way line of St. Clair Street; Thence southerly along an extension of last said prolongation to an intersection with the southerly boundary of Block 4, as shown on the plat of Woodstock Park, as recorded in in plat book 5, page 17 of said current public records; Thence northeasterly along last said boundary to an intersection with the northerly prolongation of the centerline of Nelson Street; Thence southerly along last said line to an intersection with the northerly boundary of block 1 as shown on the plat of the Replat of W.R. Thompson subdivision, as recorded in plat book 3, page 46 of said public records; Thence southwesterly along last said boundary to an intersection with the westerly right-of-way of Thompson Street; Thence southerly along last said line to an intersection with the centerline of Warrington Street; Thence westerly along last said line to an intersection with the centerline of Druid Street; Thence southerly along last said line to an intersection with the centerline of Ray Ford Street; Thence westerly along last said line to an intersection with the centerline of Melba Street; Thence southerly along last said centerline to an intersection with Gilmore Street; Thence westerly along last said line to an intersection with the centerline of Luna Street; Thence southerly along last said line to an intersection with the northerly boundary of the plat of a Replat of part of Murray Hill Heights as recorded in plat book 5, page 86 of said current public records; Thence westerly along last said boundary to an intersection with the westerly right-of-way line of Meteor Street; Thence southeasterly along last said right=of-way line to an intersection with the northwesterly line of lot 119 block 77 as shown on said Replat of part of Murray Hill Heights; Thence southwesterly along last said line and a southwesterly prolongation thereof to an intersection with the centerline of Edgewood Avenue; Thence northwesterly along last said centerline to an intersection with the centerline of Interstate 10; Thence southwesterly along last said centerline to an intersection with the centerline of Cassat Avenue; Thence southerly along last said centerline to an intersection with the centerline of Kingsbury

Street; Thence easterly along last said centerline to an intersection with the easterly boundary of the plat of Murray School Park, as recorded in plat book 19, page 24 of said current public records; Thence southerly along last said boundary to an intersection with the centerline of Roosevelt Boulevard; Thence southerly and southeasterly along last said centerline to an intersection with the centerline of Verona Avenue; Thence in a northeasterly direction along the centerline of said Verona Avenue to an intersection with the easterly right-of-way of Ortega Boulevard; Thence northerly along last said right-of-way line to an intersection with the northerly boundary of Ortega Estates, shown and recorded in plat book 17, page 33 of the current public records of Duval County, Florida; Thence southeasterly along said northerly boundary to a intersection with the waters of the St. Johns River; Thence in a southerly direction along the center of the St. Johns River to an intersection with a northerly prolongation the lands of the United State of America (also known as Naval Air Station Jacksonville); Thence southerly and westerly along the northerly and westerly boundary thereof last said lands to an intersection with the easterly right-of-way line of aforesaid Roosevelt Boulevard; Thence in a southerly direction following last said line to an intersection with the southerly boundary of last said lands of Naval Air Station Jacksonville; Thence following the southerly boundary of last said lands to an intersection with the waters of the aforesaid St. Johns River; Thence in a southerly direction following the meandering thereof to an intersection with the Duval County-Clay County line; Thence westerly along the Duval County-Clay County line to the point of beginning; Excepting that part lying within Urban Services District Five.

[Remainder of page left blank intentionally. Signature page follows immediately.]

Attachment E – Protest Procedures

(See Attached)

PROTEST PROCEDURES

CITY OF JACKSONVILLE

PROCUREMENT DIVISION

214 N. Hogan Street Suite 800, Jacksonville, Florida 32202
(904) 255-8800-Phone; (904) 255-8837 Fax; www.coj.net

126.106(e) PROTEST PROCEDURES

126.106(e)(1) Purpose and Scope
126.106(e)(2) Definitions
126.106(e)(3) Timely Notice of Protest
126.106(e)(4) Request for Extension to File Supplemental Protest Documentation
126.106(e)(5) Delivery
126.106(e)(6) Process
126.106(e)(7) Protest Hearing Rules and Procedures
126.106(e)(8) Independent Agency, Board or Delegated Authority

126.106(e)(1) Purpose and Scope

(a) These protest procedures are promulgated pursuant to §126.106(e) of the Jacksonville Ordinance Code (the "Code"), which authorizes the Chief of the Procurement Division (the "Chief") to "prepare and publish rules and regulations governing bid protests." In the event a court of competent jurisdiction declares any provision of these Procurement Protest Procedures to be unconstitutional, invalid, or otherwise unenforceable, then all remaining provisions shall be severable, valid, and enforceable regardless of the invalidity of any other provision.

(b) In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or an intended decision concerning a solicitation, solicitation documents, award, or any other process or procedure prescribed in the Code and who has standing to protest said decision or intended decision under Florida law (the "Protestant"), must timely file a written Notice of Protest seeking to challenge the decision or intended decision.

The issue(s) raised, and the information contained in the Notice of Protest and any supplemental documentation filed in accordance with §126.106(e)(4), hereof, must clearly identify and explain the factual and legal basis for any relief sought, and shall be the only issue(s) and information the Protestant may present for consideration before the applicable committee.

126.106(e)(2) Definitions

For the purpose of these Bid Protest Procedures, the following definitions are provided:

(a) "Competitive solicitation" or "solicitation" shall include without limitation an invitation to bid, competitive sealed bid, multi-step competitive sealed bid, competitive sealed proposal, or a request for proposals and/or qualifications.

(b) "Posting" means the notification of solicitations, decisions or intended decision, or other matters relating to procurement on a centralized Internet website, by placing the same on the bulletin board(s) designated by the Procurement Division for this purpose, or as may be consistent with §126.102(m) of the Code.

(c) "Exceptional purchase" means any purchase excepted by law or rule from the requirements for competitive solicitation, including without limitation purchases pursuant to §126.107, 126.206, 126.207, 126.211, 126.307, 126.309, 126.311, 126.312, or 126.313 of the Code.

(d) "Electronic transfer" is limited solely to facsimile transmissions that appear legibly on paper at the place of filing.

(e) "Final Agency Action" means a final decision that results from a proceeding hereunder, and includes actions which are affirmative, negative, injunctive, or declaratory in form.

(f) "Procurement process" has the same meaning as "contract solicitation or award process."

126.106(e)(3) Timely Notice of Protest

(a) **Recommendations of Award and/or Bid Rejection.** A Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a Procurement Division recommended award of an exceptional purchase or an award or recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short listing of bidders or proposers.

(b) **Bid/Proposal Specifications and/or Requirements.** A Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an addendum, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.

(c) **Computation of Time** – The computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(a) Florida Rule of Judicial Administration 2.514. Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.

(d) **Form and Content of the Notice of Protest** - A written Notice of Protest shall: (i) be addressed to the Chief; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.

126.106(e)(4) Request for Extension to File Supplemental Protest Documentation

At the time of filing a timely Notice of Protest hereunder, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to the same.

126.106(e)(5) Delivery

The timely filing of a Notice of Protest shall be accomplished when said notice is received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement at 214 N. Hogan Street, 8th floor, Jacksonville, Florida 32202 or by electronic transfer via facsimile to (904) 255-8837. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

126.106(e)(6) Process

(a) Upon receipt of a timely filed written Notice of Protest, the Chief or his/her designee shall schedule and provide notice of the time, date, and place that the protest will be heard. The protest will be heard before the General Governmental Awards Committee ("GGAC"), the Professional Services Evaluation Committee ("PSEC"), or the Competitive Sealed Proposal Evaluation Committee ("CSPEC"), whichever is applicable. The Chief or his/her designee shall have the discretion to proceed with the solicitation or contract award process in question or to suspend the same pending the resolution of the protest. To the extent the Chief or his/her designee decides to exercise his/her discretion not to suspend the solicitation or contract award process pending the resolution of the protest, the Chief or his/her designee shall set forth in writing the particular facts and/or circumstances upon which his/her decision is based.

(b) Those persons or entities, other than the Protestant, who will be directly affected by the resolution of the protest shall be given notice of the protest hearing, and the Notice of Protest and any supplemental protest documentation shall be made available to them upon a written request for the same.

(c) When a Notice of Protest is filed pursuant to §126.106(e)(3)(b), hereof, the Chief or applicable awards committee chairperson shall have the discretion to direct that the solicitation in question is not to be opened pending the resolution of the protest.

126.106(e)(7) Protest Hearing Rules and Procedures

(a) Hearings hereunder shall be heard before the applicable committee and shall begin with a general statement of the rules and procedures prescribed herein by a representative of the committee, followed by a general statement of the facts by a representative of the Procurement Division. Representatives of the Protestant, limited solely to its owners, officers, employees and/or legal counsel, will then be required to present its case based solely upon the issue(s) and information contained in the Notice of Protest and any timely submitted supplemental protest documentation. Those persons or entities, other than the Protestant, who have legal standing and will be directly affected by the resolution of the protest will be given an opportunity to be heard and to present information before the committee, which will be followed by a statement and the presentation of information from the Procurement Division and other governmental representatives. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts and information presented. The committee is entitled to ask questions of any party at any time during the hearing.

(b) For hearings hereunder, the formal rules of evidence pursuant to the Florida Evidence Code may be relaxed at the sole discretion of the presiding chairperson of the applicable committee. Hearsay evidence may be admissible and used to supplement or explain other evidence.

(c) Unless otherwise provided by the Code, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether a Procurement Division recommendation or the decision or intended decision in question was clearly erroneous, arbitrary, or capricious, fraudulent, or otherwise without any basis in fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals, or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.

(d) A majority vote of the members of the applicable committee shall be required to grant a protest, hereunder; otherwise, the protest shall be denied, and, upon execution by the Mayor or his designee, said vote and/or decision of the applicable awards committee shall be posted and shall represent final agency action.

126.106(e)(8) Independent Agency, Board or Delegated Authority

If a protest is filed and the solicitation is for the benefit of an independent agency, board, or delegated authority that has its own established procurement procedure and does not use the City's procurement process and/or protest procedures, then the person or entity protesting must follow the protest procedures of that independent agency, board, or delegated authority.

CERTIFICATE OF ADOPTION AND IMPLEMENTATION

The preceding Procurement Protest Procedures are hereby adopted this 10th day of November 2021, by the undersigned Chief of Procurement for immediate implementation, and will remain in full force and effect until such time as they may be formally revised, amended, supplemented, suspended, or abolished.

Procurement Division

Gregory Pease, Chief
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202
(904) 255-8800 - Phone
(904) 255-8837 - Facsimile
[illegible]

Attachment F – Historic Hauler Tonnage Reports

(See Attached)

Residential Collection Tons by Hauler 2021/22

	City Collection Tons				Advanced Disposal Tons				Meridian Waste Tons				Waste Pro Tons			
	Garbage	Recycle	Yard Waste	Total Tons	Garbage	Recycle	Yard Waste	Total Tons	Garbage	Recycle	Yard Waste	Total Tons	Garbage	Recycle	Yard Waste	Total Tons
Oct	5,149.45	42.23	879.36	6,071.04	7,666.49	238.51	85.24	7,990.24	8,496.63	26.24	1,867.77	10,390.64	7,095.07	58.14	143.38	7,296.59
Nov	5,471.72		601.87	6,073.59	7,893.31	324.16	130.50	8,347.97	8,912.04	2.35	990.58	9,904.97	8,013.71		-	8,013.71
Dec	5,660.13		669.95	6,330.08	8,599.83	353.64	122.78	9,076.25	9,818.96	2.63	675.56	10,497.15	8,518.51		7.41	8,525.92
Jan	5,117.29		415.17	5,532.46	7,883.56	346.29	164.27	8,394.12	8,657.63	11.28	731.38	9,400.29	8,095.60		39.77	8,135.37
Feb	4,786.33			4,786.33	7,118.15	314.65		7,432.80	7,486.51	2.68		7,489.19	6,719.04			6,719.04
Mar				-				-				-				-
Apr				-				-				-				-
May				-				-				-				-
Jun				-				-				-				-
Jul				-				-				-				-
Aug				-				-				-				-
Sep				-				-				-				-
	26,184.92	42.23	2,566.36	28,793.51	39,161.34	1,577.25	502.79	41,241.38	43,371.77	45.18	4,265.29	47,682.24	38,441.93	58.14	190.56	38,690.63

Garbage	147,159.96
Reycling	1,722.80
Yard Waste	7,525.00
Total YTD	156,407.76

Residential Collection Tons by Hauler 2020/21

	City Collection Tons				Advanced Disposal Tons				Southland Waste Tons				Waste Pro Tons			
	Garbage	Recycle	Yard Waste	Total Tons	Garbage	Recycle	Yard Waste	Total Tons	Garbage	Recycle	Yard Waste	Total Tons	Garbage	Recycle	Yard Waste	Total Tons
Oct	5,392.36	562.23	1,208.34	7,162.93	6,910.49	967.3	1,536.76	9,414.55	6,961.45	1,271.62	2,073.60	10,306.67	6,967.54	1,365.02	1,911.36	10,243.92
Nov	5,000.61	537.81	1,062.11	6,600.53	6,907.47	951.5	1,255.07	9,114.04	6,990.89	1155.78	1,730.77	9,877.44	6,745.01	1,310.07	1,780.18	9,835.26
Dec	5,077.60	573.37	955.62	6,606.59	7,165.30	1123.16	1,115.42	9,403.88	7,422.83	1,255.85	1,336.20	10,014.88	7,124.71	1,484.02	1,388.11	9,996.84
Jan	4,683.14	560.08	862.88	6,106.10	6,811.29	934.12	1,170.27	8,915.68	6,937.00	1,286.82	1,434.17	9,657.99	6,687.71	1,429.37	1,788.61	9,905.69
Feb	4,487.17	505.82	805.04	5,798.03	6,384.38	740.85	1,162.47	8,287.70	6,519.43	1,137.97	1,546.86	9,204.26	6,127.45	1,218.66	1,684.48	9,030.59
Mar	5,523.19	604.81	2,009.02	8,137.02	7,363.04	1155.65	2,386.22	10,904.91	7,608.42	1,259.40	2,991.77	11,859.59	7,248.43	1,371.42	3,111.03	11,730.88
Apr	5,500.48	586.76	1,598.05	7,685.29	7,346.25	1,011.25	2,091.18	10,448.68	7,432.57	1,276.52	2,835.26	11,544.35	6,944.57	1,302.19	2,608.12	10,854.88
May	5,142.73	499.60	1,323.51	6,965.84	6,349.05	936.96	1,603.99	8,890.00	6,754.13	1,175.69	2,168.99	10,098.81	6,773.04	1,307.05	1,931.49	10,011.58
Jun	5,476.92	514.09	949.11	6,940.12	6,660.90	1,000.56	1,375.28	9,036.74	7,399.62	1,324.61	1,897.30	10,621.53	7,120.92	1,218.61	1,644.34	9,983.87
Jul	5,563.03	563.98	850.20	6,977.21	5,737.89	1,064.66	1,143.79	7,946.34	7,716.03	1,296.64	1,879.51	10,892.18	6,988.15	1,250.64	1,031.35	9,270.14
Aug	5,334.74	556.85	1,044.77	6,936.36	5,421.95	846.59	437.97	6,706.51	7,020.86	1,230.39	1,351.92	9,603.17	6,841.51	1,334.21	366.11	8,541.83
Sep	4,861.77	500.11	1,064.62	6,426.50	6,978.18	150.95	837.02	7,966.15	6,609.55	1,108.60	880.52	8,598.67	6,692.08	1,338.24	398.05	8,428.37
	62,043.74	6,565.51	13,733.27	82,342.52	80,036.19	10,863.55	16,115.45	107,035.19	85,372.78	14,779.89	22,126.87	122,279.54	82,261.12	15,929.50	19,643.22	117,833.84

Garbage	309,713.83
Reycling	48,158.45
Yard Waste	71,618.81
Total YTD	429,491.09

Attachment G – Chart of Accounts Table

(See Attached)

Name of Company

City of Jax Residential Contract Servic Area I

PROJECTED STATEMENT OF OPERATIONS

PROJECTED REVENUE & EXPENSES at *9/30/2023*

Total Gross Revenue

Note: Add accounts as necessary to fully describe the expenses associated with the City contract then **HIGH**

Operating Exp-Salaries & Benefits

Drivers, helpers & oper. wages

Mgrs./Super. wages & salaries

Customer Service Rep wages & salaries

Vacation, Holiday & Bonus Wages

Temporary Labor

Payroll Taxes

Workers Comp

Employer Match 401k

Pre-employ screening/PR Process

Health Insurance & Benefits

Contracted Service

Total Operating Exp-Salaries & Benefits -

Other Operating Expenses

Communications

Uniforms

Training & Safety

Rerair & Maintain (R&M) Containers

Vehicle Tags & Licenses

Insurance Auto & General

Surety Bonds Prem. & Deductible

Total Other Operating Expenses *0*

Shop Expenses

Shop Labor

Shop Manager Wages

Vacation, Holiday & Bonus Wages

Payroll Taxes

Workers Comp

Employer Match 401k

Health Insurance & Benefits

Fuel (City Provides Fuel via fuel cards for trucks)

Oil

Tires/Wheels

R&M Trucks (Parts & Materials)

Outside Repair of Trucks

Wrecker Service/Towing	
Equipment Maintenance/Rental	
Shop Supplies	
Total Shop Expenses	-

Occupancy/Facility

Rent/Lease	
Facility Maintenance & Repairs	
Utilities	
Total Occupancy/Facility	***0***

Gross Operating Expenses Before Depreciation	***0***

Depreciation & Amortization

Depreciation Operating Assets	
Amortization of Intangibles	
Total Depreciation & Amortization	***0***

Gross Operating Expenses After Depreciation	***0***

Other Selling Expenses

Advertising	
Total Other Selling Expenses	***0***

Total Selling	***0***

Gen & Admin - Salaries & Benefits

Office Salaries	
Bonus/Incentive Pay	
Vacation & Holiday wages	
Payroll Taxes	
Workers comp	
Employer Match 401k	
Pre-employ screening/PR Process	
Health Insurance & Benefits	
Total Gen & Admin - Salaries & Benefits	***0***

General & Administrative - Other

Professional Fees & Consulting	
Accounting fees	
Telephone	
Computer Support	
Training	
Dues & Subscriptions	
Travel	
Printing & Postage	

Office Supplies	
Insurance Auto & General	
Bank Charges	
Overhead Allocation (not to exceed 4% of gross revenue)	
Total General & Administrative - Other	***0***
Total General & Administrative	***0***
Total Selling, General & Administrative	***0***
Total Expenses	
Income Before Taxes	***0***
Markup Amount added to expenses to provide for interest expense, taxes and profit.	#DIV/0!
Projected Mid Point or Actual Premises (per the bid)	**762,044**
Annual Rate per premise	-
Monthly Rate per Premise	-

45-1

Attachment H – Residential Route Information Table

(See Attached)

[Company Name]
Residential Information Request

Please complete the following request for information.

NAME OF SUBSIDIRARY _____
CORPORATE I.D. NUMBER OF SUBSIDIRARY _____
CORPORATE BUSINESS UNIT OF SUBSIDIARY _____

1. Number of routes projected in Service Area I	**Routes**	**Days Run** (MTWRF)	**Anticipated Routes at 10/1/2023**
(Indicate when you intend to increase or decrease in question #3)			
Garbage	Per Day		
Yard Waste	Per Day		
Recycling	Per Day		
Bulk	Per Day		
Tires & White Goods			

2. Please explain how the drivers and helpers are scheduled and paid for overtime work.

(a) Drivers are paid based upon a day rate/ overtime coefficient. **See example below.**

Day Rate _____
Total Hours Worked (Week) _____
Overtime Hours Worked (Week) _____

Day Rate	**X**	**Days**	**/**	**Hours Worked**	**=**	**Hourly Wage**

Hourly Wage	**X**	**150%**	**=**	**Overtime Hourly Wage**
$ -	x	150%	=	$ -

	Hours	**X**	Hourly Wage	**=**	**Pay-Week**
Regular Hours	40.0	x	$ -	=	$ -
Overtime Hours	16.0	x	$ -	=	$ -
					$ -

(b) Helpers are paid based upon a day rate/ overtime coefficient. **See example below.**

Day Rate _____
Total Hours Worked (Week) _____
Overtime Hours Worked (Week) _____

Day Rate	**X**	**Days**	**/**	**Hours Worked**	**=**	**Hourly Wage**

Hourly Wage	**X**	**150%**	**=**	**Overtime Hourly Wage**
$ -	x	150%	=	$ -

Hours	**X**	Hourly Wage	**=**	**Pay-Week**

Regular Hours	40.0	x	$	-	=	$	-
Overtime Hours	16.0	x	$	-	=	$	-
						$	-

(c) Also, are drivers and helpers scheduled to work 8 hours per day or 10 hours per day?
or Until completion of route _____

3. Based on the projected 76,231 premises - For each Route - provide the following information:
(number and list each route separately.)

Garbage Route #	(Per Day) Premises Served	Staffing Per Route: Drivers (includes swing driver)	Helpers	Dispatch/CSR (allocation)	Day of the Week that the Route Operates	Projected Annual Fuel Usage(gallons)
		-	0	0		-

Yard Waste Route #	Premises Served	Staffing Per Route: Drivers (includes swing driver)	Helpers	Dispatch/CSR (allocation)	Day of the Week that the Route Operates	Projected Annual Fuel Usage(gallons)
		-	-	-		-

Recycling Route # (A week & B Week)	Premises Served	Staffing Per Route: Drivers (includes swing driver)	Helpers	Dispatch/CSR (allocation)	Day of the Week that the Route Operates	Projected Annual Fuel Usage(gallons)

			0.00	0.00	0.00		-
Tires/Whitegoods Trucks	Premises Served		Staffing Per Route Drivers (includes swing driver)	Helpers	Dispatch/CSR (allocation)	Day of the Week that the Route Operates	Projected Annual Fuel Usage(gallons)
Supervisory Trucks / Vehicles		Total Annual Miles			Avg. Number of Days per Week that the Truck Operates	Projected Annual Fuel Usage(gallons)	
		-		-		-	

4.. Please identify the company positions that have a salary and benefit or cost allocation to this contract/account (see below).

Position Title	Salary Amount Allocated	Benefit Amt. Allocated	Other Amts. Allocated	Total Allocated	Percentage Allocation	Explain the purpose for the allocation and how the allocation percentage was determined

46-1

Attachment I – Disqualified/Probationary Vendors List

(See attached)

DISQUALIFIED/PROBATIONARY
SUPPLIERS LIST

In accordance with the City's Procurement Code 126.201 (1) (1), the Chief of Procurement and all agencies are advised to cease doing business with disqualified Suppliers as they appear on this list. However, any existing contracts held by the Suppliers listed below should be completed.

SUPPLIER	Supplier-FEIN #	Date of Disqualification	Eligibility Reinstatement Date
Able Lumber and Supply	593198312	07/18/1997	07/18/1998
*Aquino Construction Company, Inc.	00001424	04/19/2018	04/19/2021
Armored Car Services	593191058	02/10/2000	02/10/2001
*Arnett Contracting, Inc.	223965485	06/04/2010	06/04/2013
Ashland Technologies, Inc.		12/03/2021	PERMANENTLY
*Aztec American Builders, Inc.	00012849	01/10/2018	01/10/2021
**B. Robinson Corporation	00008704	10/24/2018	10/24/2019
C & H Construction	593216284	03/07/2002	03/07/2003
Carolina Paper Mill	593579372	10/20/1980	10/20/1981
*Cleft Landscape Mgmt.	590036843	10/26/2000	10/26/2001
Concerned Citizens of Developing the Disable, Inc. d/b/a A.I.C.R.		07/23/1998	07/23/1999
Court Yard Concepts	593198312	05/07/1997	05/07/1998
Creed Company	45357941	03/07/1990	03/07/1991
D&D Site Work, Inc.		10/9/2013	10/9/2016
Elite Public Safety		03/25/2000	03/25/2001
Fire Defense Centers	593035606	06/08/1987	06/08/1988
*First Coast Site Contractors	273995727	10/26/2012	10/26/2013
**Francbeth, Inc.	593658944	07/9/2014	07/9/2015
*GA Janitorial Cleaning Svcs., Inc.	010684614	08/31/2009	08/31/2010
George Patterson & Assoc.	59317759	06/05/1998	06/05/1999
G K Solutions	593541756	09/08/1999	09/08/2000
**J&J Recycling and Demo, LLC	*****1758	04/21/2015	10/21/2015
Kingdom Cleaning	*****6694/*****958	10/20/2015	10/20/2017
*Process Server Enterprises, LLC	263336079	04/29/2010	04/29/2011
**Ray T. Freiha Construction, Inc.	593615599	06/01/2010	06/01/2012
*The Real Dirt Busters	*****3042	10/26/2012	10/26/2015
**Sheza General Contractors, Inc.	593430930	11/02/2010	11/02/2011
Tiger Tale Publication		05/21/1998	05/21/1999
Whittle & Sons		07/25/1980	07/25/1981

*Suppliers disqualified/debarred from bidding as Prime and/or Sub Contractors
**Suppliers placed on probation for a period of 6 months or more

Revised 12/07/2021

Attachment J – Contractor's Operations Indemnification

Contractor and its subcontractors (the "Indemnifying Party") shall hold harmless, indemnify, and defend the City of Jacksonville and their respective members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of Contractor that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to Contractor performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, Contractor shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this **Agreement**, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Attachment K – Contractor's Operations Insurance

Without limiting its liability under this **Contract**, **Contractor** and its subcontractors shall always during the term of this **Contract** procure prior to commencement of work to maintain coverages for the life of this **Contract** and shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as additional insured as indicated in the insurance provisions.

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 1,000,000 Each Accident
	$ 1,000,000 Disease Policy Limit
	$ 1,000,000 Each Employee/Disease

This insurance shall cover Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement). An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Pollution Liability $1,000,000 per Loss
$2,000,000 Annual Aggregate

Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the Contractor including transportation.

If the coverage is provided on a claims-made basis, the coverage must respond to all claims which arise out of pollution events which take place during the term of the Contract and are reported within three years following the expiration or termination of the Contract.

Insurance Provisions

A. Certificates of Insurance. **Contractor** shall deliver to the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract , Bid Number or PO if applicable in the Description, Additional Insured, Waivers of Subrogation and statement as provided below. The certificates of insurance shall be insurance certificate shall be made available upon request of the City of Jacksonville.

B. Additional Insured: All insurance except Worker's Compensation, Crime shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability in a form no more restrictive thanCA2048.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville its respective members, officers, officials, employees and agents

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

E. **Contractor** Insurance Primary. The insurance provided by **Contractor shall** apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville and their respective members, officers, officials, employees and agents

F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this **Agreement** shall remain the sole and exclusive responsibility of the named insured **Contractor**. Under no circumstances will the City of Jacksonville its respective members, officers, officials, employees and agents be responsible for paying any deductible or self-insured retention related to this Contract.

G. **Agreement** Insurance Additional Remedy. Compliance with the insurance requirements of this **Agreement** shall not limit the liability of the **Contractor** or its subcontractors, employees or agents to the City of

Jacksonville its respective members, officers, officials, employees and agents and shall be in addition to and not in lieu of any other remedy available under this **Agreement** or otherwise.

H. Waiver/Estoppel. Neither approval by City of Jacksonville nor its failure to disapprove the insurance furnished by **Contractor** shall relieve **Contractor** of **Contractor's** full responsibility to provide insurance as required under this Contract.

I. Notice. The **Contractor shall** provide an endorsement issued by the insurer to provide the City of Jacksonville thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, the **Contractor,** shall provide said thirty (30) days written notice of any change in the above coverages or limits, or of coverages being suspended, voided, cancelled, including through expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the **Contractor under** this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and its respective members, officers, officials, employees and agents also be named as an additional insured.

L. Special Provision: Prior to executing this Agreement, **Contractor** shall present this **Agreement** and insurance requirements to its Insurance Agent Affirming: 1) that the agent has personally reviewed the insurance requirements of the **Agreement** Documents, and (2) that the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contract.

FORM 1
BID PROPOSAL FORM
RESIDENTIAL CURBSIDE SOLID WASTE AND RECYCLABLE COLLECTION AND TRANSPORTATION SERVICES FOR SERVICE AREA I
BID #ESC-xxxx-22

Bid Item	Description	Estimated COJ Quantity	U/M	Unit Price
1.	Collect and transport garbage, rubbish, bulky waste, C&D, yard waste, white goods and waste tires to the appropriate facility from Service Area I	76,044	Per Premise	$
2.	Hourly rate per route for change in disposal site adjustment (Section 7.2.3 of the Agreement)	N.A.	Per Hour	$
2.	Declared storm yard waste collection and transport to the appropriate facility from Service Area I (Section 20.2 of the Agreement)	N.A.	Per TON	$

Form 2

CONFLICT OF INTEREST CERTIFICATE

SECTION 00320

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City of independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named City officials(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title of Position	Date of Filing

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.110 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position or Relationship with Bidder _____

_____

Form 3 - No Bid Form

UNABLE TO SUBMIT A BID? WE SINCERELY HOPE THIS IS NOT THE CASE.

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

City of Jacksonville
Procurement Division
214 North Hogan St, Ste #105
Jacksonville, Florida 32202

We are unable to submit a bid at this time due to the following reason(s):

- ☐ Insufficient time to respond
- ☐ Conflicts with production schedule
- ☐ Don't meet minimum requirements
- ☐ Do not offer these commodities/svcs
- ☐ Unable to meet bond requirements
- ☐ Other (please state below)

_____

_____

_____

Suggestions: _____

_____

Company Name: _____

Signature & Title: _____

Street: _____

City: _____ State: _____ Zip: _____ Phone: _____

PLEASE SUBMIT THIS FORM ONLY; DO NOT SEND BACK THE BID PACKAGE
You may remit this form to the City's Bid-Room by fax to (904)255-8839

Form 4
Business/Corporate References

Firm: _____

Owners Name: _____

Phone: _____

Project: _____

Value: $_____

Firm: _____

Owners Name: _____

Phone: _____

Project: _____

Value: $_____

Firm: _____

Owners Name: _____

Phone: _____

Project: _____

Value: $_____

Firm: _____

Owners Name: _____

Phone: _____

Project: _____

Value: $_____

Firm: _____

Owners Name: _____

Phone: _____

Project: _____

Value: $_____

FORM 5

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CONTRACT NUMBER _____

(*Contract Number to be inserted by the City of Jacksonville*)

PERFORMANCE BOND
REQUIRED
BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name:_____

Principal Business Address:_____

Telephone:_____

As to the Surety:

Name:

Principal Business Address:

Telephone:(__)

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, Jacksonville, Florida 32202

Telephone: (904) 255-8763

Description of project including address and description of improvements:

_____

_____

_____

_____

_____

_____

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CITY OF JACKSONVILLE, FLORIDA

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, That_____, as Principal, (hereinafter called "Contractor"), and _____, a corporation organized and existing under the laws of the State of_____ and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter called "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter called "City"), in the sum of _____, lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number_____(*to be inserted by the City*) (the "Contract"), dated as of the _____day of_____,20___ for _____, under Bid numbered_____, of Specifications entitled _____ for the City of Jacksonville, Florida, in strict accordance with plans and specifications prepared by_____, bid numbered_____, bid date _____ and any advertisement for bids for said work and the drawings, plans and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall: **(1)** promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond, by reference, in

strict compliance with the Contract requirements; and **(2)** perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and **(3)** pay the City all losses, delay and disruption damages and all other damages, expenses, costs, statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by Contractor under the Contract; then this Bond shall be void; otherwise it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the City, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

PROVIDED further, that whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

(1) Within a reasonable time, but in no event later than thirty (30) days, from the City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages and all other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or

(2) **(A)** Within a reasonable time, but in no event longer than sixty (60) days of the City's written notice of termination for default, award a contract to a

completion contractor and issue notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; **(B)** alternatively, the City may elect, to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price", as used in this Bond, shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor. (**C**) Either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees , including appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

(3) Within a reasonable time, but in no event later than thirty (30) days from City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the City and tender payment to the City of any amount necessary in order for the City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the City harmless on account of all claims and damages arising from the Contractor's

default under the Contract, and pay the City for all losses, delay and disruption damages and other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default of the Contractor under the Contract.

PROVIDED further, the Surety shall indemnify and save the City harmless from any and all claims and damages, arising from the Contractor's default under the Contract including, but not limited to, contractual damages, expenses, costs, injury, negligent default, or intentional default, patent infringement and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final completion under the Contract.

PROVIDED further, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the City, Surety shall be responsible for securing and protecting the work site including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED further, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

SIGNED AND SEALED this _____ day of_____, 20____.

ATTEST:

_____
Signature

_____
Type/Print Name

_____
Title

Signed, Sealed and Delivered
in the Presence of:

_____

_____

INSERT NAME OF CONTRACTOR

Signature

Type/Print Name

Title
AS PRINCIPAL

_____

By _____
Its

AS SURETY

Name of Agent: _____

Address: _____

_____

Note. Date of Bond Must Not Be Prior to Date of Contract

Form Approved:

_____
Office of General Counsel

FORM 6

INSURANCE AGENT ACKNOWLEDGMENT

Bid No. _____

Bidder must have their insurance agent execute the below statement. Failure to execute this statement may result in rejection of this bid proposal.

As insurance agent for _____,

I have read the Indemnification and Insurance Requirements relating to the above referenced bid and do certify that I can provide evidence of all required coverages, limits and additional provisions as stated in those documents.

_____	_____
Agent's Signature	Insurance Agency Name
_____	_____
Agent's Name (Type or Print)	Agent's License Number (Type or Print)

- **This Form is <u>not to be edited</u> in any way (including handwritten comments). If Bidder has insurance coverage with multiple insurance agents, each agent will need to complete and sign their own form to be submitted with the bid response.**