

CONTRACT
Between the City of Tallahassee ("City")
and Waste Pro of Florida, Inc. ("Contractor")

CONTRACT NO. 4256

SUBJECT OF CONTRACT: Residential Solid Waste and Recyclables Collection Service

CONTRACT AMOUNT:

- | | |
|--|---|
| <input type="checkbox"/> Exact Amount: \$ _____
<input type="checkbox"/> Not to Exceed (NTE): \$ _____
<input checked="" type="checkbox"/> Estimate Only (EST): \$6,112,236.00 | <input type="checkbox"/> Exact Amount: \$ _____
(Subject to allowed adjustments as specified elsewhere in the contract.) |
|--|---|

LINE ITEMS AWARDED: All

CONTRACT TERM:

The performance period ("Term") of the resultant contract will be as follows:

- (a) **Basic Term:** See Section 3.2.
 (b) **Extension Period(s):** See Section 3.2.

CONTACT PERSONNEL	
Contract Administrator: Andre Libroth Telephone Number: (850) 891-8665 Email: Andre.Libroth@talgov.com	City Authorized Representative: Reginald Ofuani Telephone Number: (850) 891-5450 Email: Reginald.Ofuani@talgov.com
FOR CITY OF TALLAHASSEE INTERNAL USE ONLY	
Type of Contract (Check One) <input type="checkbox"/> Firm Fixed Price <input checked="" type="checkbox"/> Fixed Price w/Economic Price Adjustment Type of Quantity Delivery (Check One) <input type="checkbox"/> Definite Quantity <input type="checkbox"/> Indefinite Quantity <input checked="" type="checkbox"/> Requirements	Type of Contract Award (Check One) <input checked="" type="checkbox"/> Single Award <input type="checkbox"/> Split Award <input type="checkbox"/> Multiple Award
Approval Level: City Commission	Approval Date: July 11, 2018

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TABLE OF CONTENTS

This contract incorporates the following documents and sections in full text, unless stated elsewhere in the contract as incorporated by reference. Any inconsistency in the contract shall be resolved by giving precedence in the following order:

INCLUDED	DESCRIPTION
Contract Cover (Pages 1 and 2)	Contract Between the City and Contractor
Section 1	Cost Fee Schedule
Section 2	Representations/Certifications
Section 3	Statement of Work/Specifications
Section 4	Contract Management
Section 5	Miscellaneous Contract Clauses

CERTIFICATION OF CONTRACTOR

I, the undersigned representative of the named Contractor, hereby certify and represent as follows --

1. That I have read and examined the Contract in full, and that I have satisfied myself with respect to any questions I have regarding this Contract; and
2. That I am duly authorized by the named Contractor to execute this Contract intending to bind the Contractor to the City as stated in those documents; and
3. That, the Contractor will satisfactorily perform all Work under this Contract in strict accordance with its terms and conditions.

CONTRACT EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives, effective as of the commencement of the performance period ("Term") set forth on page 1 of this contract.

City of Tallahassee
(By) *Andre Libroth*
(Signature)

Andre Libroth
Manager for Procurement Services

Contractor
(By) *E. Ralph Mills*
(Signature)

E. RALPH MILLS, REGIONAL V.P. 12/20/18
(Print/Type Name, Title and Date)

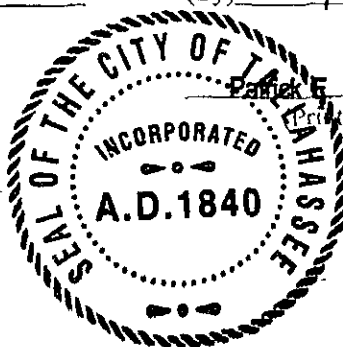
Attest
(City Representative)
(By) *James O. Cooke IV*
(Signature)

James O. Cooke, IV
City Treasurer-Clerk

1-10-19
Execution Date

Approved As To Form:
(City Attorney)
(By) *Patrick E. Hurley*
(Signature)

Patrick E. Hurley, Senior Assistant City Attorney
(Print/Type Name, Title and Date)



SECTION 1 – COST FEE SCHEDULE

Contractor Name: Waste Pro of Florida, Inc.

THE CONTRACTOR AGREES--

To furnish the supplies and/or services, awarded in whole or in part by the City, at the price set for each item offered by the Contractor, in accordance with the terms and conditions of the contract.

PRICE RELATED FACTORS

1. The price set for each item is a "fixed" price, with an Economic Price Adjustment, inclusive of all labor, supervision, materials, supplies, equipment, tools, transportation, handling, assessments, fees, and taxes, etc., unless any of these factors are listed below as a separate line item.
2. The Contractor is not exempt from the Florida Sales Tax on materials or services.

CONTRACTOR PRICE

The Contractor's price schedule is set forth on the following page.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The Respondent certifies that—

The prices set forth in the price schedule have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Respondent or competitor.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

COST/FEE PROPOSAL FORM

PROPOSER'S NAME: Waste Pro of Florida, Inc.
Residential, Multi-Family, and Commercial Collection Service

Prices are for collection only; disposal and processing are not included. The City shall be responsible for billing customers serviced pursuant to this Contract. All unit prices shall be rounded to the nearest cent. The City makes no guarantee as to the number of units to be serviced.

COLLECTION SERVICES				
Line	Type of Service	Est. Units (a)	Monthly Fee (b)	Est. Monthly Total (a x b)
1	Residential and Multi-Family Garbage Collection Svc.	48,450	\$7.08	\$343,026.00
2	Residential and Multi-Family Recyclables Collection Svc.	48,450	\$2.75	\$133,237.50
3	Premium Collection Service	500	\$8.00	\$4,000.00

Line	Type of Service	Est. Units (a)	Per Pickup Fee (b)	Est. Monthly Total (a x b)
4	Commercial Garbage Barrell Collection Service	2,150	\$13.53	\$29,089.50
4	Estimated Annualized Cost [(Line 1 + Line 2 + Line 3+ Line 4) x 12 months]			\$6,112,236.00

RADIO FREQUENCY IDENTIFICATION (RFID)		
Line	Type of Service	Lump Sum Amount
5	RFID Service Verification and Asset Management: Proposer shall provide a single lump sum amount for the implementation of RFID service verification and asset management system to commence no later than April 1, 2019. The City shall make payment of the lump sum amount within 30 days of commencement of services based on the requirements provided for in the Contract.	\$174,800.00
6	One-time lump sum payment for developing, implementing and maintaining the RFID System.	\$174,800.00

SECTION 2 – REPRESENTATIONS AND CERTIFICATIONS

OFFICIAL COMPANY INFORMATION AS REGISTERED (Type/Print)

COMPANY NAME: Waste Pro of Florida, INC.
MAIL ADDRESS: 2101 W State Rd 434 Suite 315
Longwood FL, 32779
TELEPHONE NO: VOICE: 407-869-8800, EXTENSION:
(Toll-Free Preferred) OTHER: 407 -389-0010; FAX:
EMAIL ADDRESS: rmills@wasteprousa.com
WEBSITE URL: www.wasteprousa.com

COMPANY CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

PERSON NAME: Ralph Mills
TELEPHONE NO: VOICE: 850-210-2237, EXTENSION:
(Toll-Free Preferred) OTHER: 850-561-0800; FAX: 850-531-0800
EMAIL ADDRESS: rmills@wasteprousa.com

PAYMENT REMITTANCE ADDRESS (Type/Print)

NAME: Waste Pro of Florida, INC.
MAIL ADDRESS: 264 Commerce Ln
Midway FL, 32343
TELEPHONE NO: VOICE: 850-509-2594, EXTENSION:
(Toll-Free Preferred) OTHER: 850-561-0800; FAX: 850-531-0800
EMAIL ADDRESS: tmitchell@wasteprousa.com

CONTACT FOR INVOICE INQUIRIES

NAME: Heather Chapman
TELEPHONE NO: VOICE: 850-274-2989, EXTENSION:
(Toll-Free Preferred) OTHER: 850-561-0800; FAX: 850-531-0800
EMAIL ADDRESS: hchapman@wasteprousa.com

WHERE TO SEND PURCHASE ORDER (IF APPLICABLE)

COMPANY NAME: Waste Pro of Florida, INC.
MAIL ADDRESS: 264 Commerce Ln
Midway FL, 32343

SECTION 3 - STATEMENT OF WORK

3.1 DEFINITIONS

For the purpose of the Contract, the definitions contained in this section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

- (a) **Applicable Law** means all applicable federal and State of Florida laws, local (county and municipal) ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under the Contract.
- (b) **Back Door** means any physical location for the placement of Solid Waste or Recyclables Roll Carts on the customer's property that is not Curbside. Back Door locations need not be visible from the street but shall be accessible to the Contractor for collection. Accessible means not inside an enclosure, not behind a gate and not in a fenced area. Customers are responsible for placing Roll Carts in an accessible location prior to collection.
- (c) **Back Door Collection** means the collection of residential Solid Waste and Recyclables where collection personnel roll the Roll Carts to the curb from a Back Door location and return the Roll Carts to the Back Door location.
- (d) **Bulk Waste** means large waste material from a residential source to include household furniture, but other than C&DD or Hazardous Waste, with a weight or volume greater than that allowed for in a Solid Waste Roll Cart. Tree stumps are not allowed as Bulk Waste.
- (e) **City's Authorized Representative** means the person designated by the City Manager as authorized to manage the Contract on behalf of the City.
- (f) **Commercial Collection Service** means the collection of Solid Waste in Roll Carts from Commercial Establishments, as defined in the Contract.
- (g) **Contamination** means waste materials other than Program Recyclables that are mixed in with Recyclables.
- (h) **Contract** means the contract entered into by the City and the successful respondent, including all amendments hereto.
- (i) **Contractor** shall mean the successful respondent under this RFP.
- (j) **Curbside** means that portion of right-of-way within five (5) feet of a roadway.
- (k) **Decal** means a City-approved, weather-resistance sticker affixed to a Solid Waste or Recycling Roll Cart bearing information regarding City's program.
- (l) **Designated Facility** means the disposal site or processing facility designated by the City to which the Contractor must deliver Solid Waste or Recyclables collected pursuant to the Contract.
- (m) **Force Majeure Event** means any event or condition beyond the control of the Contractor that has a direct and material adverse effect on performance of the obligations and duties of the Contractor under this Contract, and which prevents the Contractor from fulfilling its duties or obligations under this Contract, in whole or in part, provided that such event or condition is not caused by the Contractor and is not the result of any willful negligence, or lack of reasonable diligence by the Contractor or its officers, partners, agents,

representatives, employees, subcontractors, or suppliers. Such event or condition may include the following: an act of God (excluding normal weather conditions for the area), hurricane, tornado, epidemic, landslide, lightening, earthquake, flood, fire, explosion, storm (excluding normal weather conditions for the area) or similar casualty; an act of a public entity, war, blockade, riot, restraint of government or people, civil disturbance, any similar occurrence; a municipal, state, federal, or governmental agency or entity expropriating, taking, or

confiscating Contractor's facilities (assuming compliance by the Contractor with all applicable laws, rules, ordinances, orders, decrees, and regulations); or a strike or similar industrial or labor action.

- (n) **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 may pose a substantial present or potential hazard to human or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under F.S. Chapter 497.
- (o) **Helping Hands Collection Service** means Premium Collection Service provided at the same charge as Curbside Collection service.
- (p) **Multi-Family Collection Service** means the collection of Solid Waste and Recyclables in Roll Carts from Multi-Family Units.
- (q) **Multi-Family Units** means units in multi-family residential establishments, as defined in the City Code.
- (r) **Premium Collection Service** means Back Door Collection of Solid Waste and Recyclables provided to Residential and Multi-Family Customers who are not eligible for Helping Hands Collection Service but desire Back Door Collection service. Premium Collection Service is provided, upon request, at an additional cost to Curbside Residential and Multi-Family Collection Service.
- (s) **Program Recyclables** means Recyclables collected commingled in a single stream that are included in the City's recycling program. Program Recyclables shall include the following list of materials, which may be amended from time to time by the City's Authorized Representative: all paper; aseptic and gable-top cartons; all plastic bottles and containers; rigid bulky plastics; glass, food and beverage containers; and aluminum and tin/steel bimetal food and beverage containers, aluminum foil, and scrap metal. Program Recyclables include incidental amounts of non-designated materials as can normally be expected as part of a municipal recyclables collection.
- (t) **Recyclable Materials or Recyclables** means those materials that are capable of being recycled and that would otherwise be processed or disposed of as Solid Waste. For the purposes of the Contract, Recyclables means those materials identified as Program Recyclables.
- (u) **Recycling** means any process by which solid waste, or materials that would otherwise become solid waste, are collected, separated or processed and reused or returned to use in the form of raw materials or products.
- (v) **Residential Collection Service** means the Curbside or Back Door Collection of Solid Waste and Recyclables from Residential Units as defined in this Contract.

- (w) **Residential Unit** means a single-family residence or a multi-family residential unit with separate kitchen facilities.
- (x) **Roll Cart** means a wheeled container designed and intended to be used for automated collection of Solid Waste or Recyclables, which is a type and size approved by the City.
- (y) **Service Area** means the area within the City of Tallahassee municipal boundaries in which the Contractor is required to provide collection services as defined in the Contract.
- (z) **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. For the purposes of the Contract, Solid Waste does not include sludge or Recyclables.
- (aa) **Special Waste** means solid wastes that can require special handling and management, including, but not limited to, White Goods, waste tires, used oil, lead-acid batteries, C&DD, ash residue, Yard Waste, and biological wastes.
- (bb) **White Goods** includes discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.
- (cc) **Yard Waste** means vegetative matter resulting from landscaping maintenance and land clearing operations and includes rocks and soils. For the purpose of this Contract, Yard Waste does not include land clearing material, rocks, or soil.

3.2 **TERM**

3.2.1 Effective and Commencement Dates

The Effective Date of this Contract is retroactive to October 1, 2018. Collection services under this Contract shall commence no later April 1, 2019.

3.2.2 Initial Term

The initial term of the Contract shall be for a period of seven (7) years beginning on the Effective Date and terminating September 30, 2025.

3.2.3 Renewal Option

The City of Tallahassee reserves the right to extend the term of the Contract for one (1) additional term of three (3) years under the same terms and conditions as the initial term. Contractor shall be notified no later than one hundred eighty (180) calendar days prior to the end of the initial term of the City's intent to extend or not extend the Contract. If extended, the additional three (3) year term will begin October 1, 2025 and terminate on September 30, 2028.

3.3 **RESIDENTIAL COLLECTION SERVICE**

Contractor shall provide the collection services outlined below within the Service Area in accordance with the contract.

3.3.1 Solid Waste Collection Service

Contractor shall provide Curbside collection service of Solid Waste to Residential, Multi-Family, and Commercial Customers in Roll Carts within the Service Areas.

3.3.2 Recyclables Collection Service

The cost for Residential Solid Waste and Recyclables Collection Services are separate. The City maintains the right to discontinue Recyclables Collection Services at its sole discretion. Contractor shall provide Curbside collection service of Recyclables to Residential Units and Multi-Family Units with Roll Carts located within the Service Area. Contractor shall provide and utilize appropriate collection equipment to collect and deliver Recyclables to the Designated Facility. Contractor also shall exert its best efforts to minimize Contamination of Recyclables by cooperating with the City to educate and inform customers concerning acceptable Recyclables; by exercising reasonable care to avoid collecting Contaminated Recyclables; and by properly notifying customers and the City when Contaminated Recyclables are set out by a customer. The City's Authorized Representative may from time to time amend the list of Program Recyclables. In the event that a change in Program Recyclables affects the Contractor's operational costs, the Contractor and the City's Authorized Representative will negotiate an appropriate adjustment in the rate paid to the Contractor for collection of Recyclables.

3.3.3 Helping Hands Collection Service

Contractor shall provide Back Door Collection service to those Residential or Multi-Family Units where no one is physically able to place Solid Waste and/or Recycling Roll Carts Curbside. Customers shall receive Helping Hands Collection Service by the Contractor at no additional cost. Customers must establish eligibility to receive this service by annually submitting a physician's statement to the City, in a form acceptable to the City, that the customer is unable to roll carted materials to the curb and by asserting that no one resides in the household who is capable of placing Roll Carts Curbside.

3.3.4 Premium Collection Service

Contractor shall provide Back Door Collection service to Residential and Multi-Family Units who request Premium Collection Service for Solid Waste and Recyclables. Commercial Roll Cart Customers are provided Premium Collection at no additional charge.

3.4 DESIGNATED FACILITIES

3.4.1 Disposal Facility

Contractor shall deliver all Solid Waste collected pursuant to the Contract to the Leon County Solid Waste Management Facility, located at 4900 Gum Road, Tallahassee, FL 32304, or other appropriate facility designated by the City. The City shall pay the tip fee for all Solid Waste collected by the Contractor and delivered to the Disposal Facility pursuant to the Contract. Fill in or alternate collection trucks must be approved by the City before running a route for the City to pay the tipping fee.

3.4.2 Recyclables Processing Facility

Contractor shall deliver all Recyclables collected pursuant to this Contract to Marpan Supply, located at 6020 Woodville Highway, Tallahassee, FL 32305, or other appropriate site designated by the City for processing. Fill in or alternate collection trucks must meet all requirements of Section 3.10 and be approved by the City before being used to perform any Work under this Contract. The City shall pay the tip fee and receive any revenue for all Recyclables collected by the Contractor and delivered to the Disposal Facility pursuant to the Contract.

3.4.3 Change in Designated Facility

In the event that the City changes the location of a designated facility, and that the newly-designated facility is located more than twenty (20) miles from the City's waste centroid (the intersection of Monroe and Tennessee Streets) and consequently affects the Contractor's operational costs, the Contractor may request an adjustment to the amount paid to the Contractor. Such adjustment shall be calculated monthly by the City using an estimated average transportation cost of \$1.50 per mile and the following formula:

(miles from centroid to alternate facility - 20 miles) x number of one-way trips x \$1.50/mile

3.5 **COMMUNITY SERVICE EVENTS**

As directed by the City, the Contractor will provide, at no additional fee, collection service for up to ten (10) community service events per year, for materials set out during student turnover (as specified by the City), two (2) holiday celebrations, universities' home games, and large funerals. All Solid Waste, and Recyclables collected during these events must be delivered to the Designated Facilities. The City shall pay any associated tip fees.

3.6 **NON-COLLECTION**

3.6.1 Contractor may decline to collect any Roll Cart not in compliance with the terms of this Contract, with Recyclables that have excessive Contamination, or any Roll Cart containing Hazardous Waste or other unacceptable materials. In the event that the Contractor has reason to leave Solid Waste or Recyclables uncollected, the Contractor shall leave a written 'Non-Collection' notice affixed to the Roll Cart or at the customer's front door explaining why the material was not collected. Such Notice shall be set forth in a form acceptable to the City.

3.6.2 If the customer does not comply with the written notice by the next scheduled collection day, the Contractor shall notify the City. The City will notify the customer regarding the issue leading to non-collection, require customer to resolve the issue and remove the Recycle Roll Cart after the third violation.

3.7 **ROLL CARTS**

3.7.1 Contractor shall procure, assemble, deliver to customers, repair as needed, and maintain an adequate inventory of Roll Carts, at its sole expense, appropriate for the collection services required herein. At the Commencement Date, most existing Customers have been issued at least one (1) 96-gallon Roll Cart for Solid Waste and one (1) 64-gallon Roll Cart for Recyclables. All existing Residential, Multi-Family, and Commercial Roll Carts are owned by the City. Roll Carts are assigned to customers and shall remain with the

service location in the event that the customer vacates or relocates. Each service location will use the same Roll Carts on a continuing basis unless a Roll Cart is damaged and replaced. All Roll Carts must have the customer's street address hand printed on the lid for easy identification.

- 3.7.2 Contractor shall provide Roll Carts to new customers and replace all lost, stolen, or damaged Roll Carts, free of cost to the City or customer, within three (3) business days of receipt of request. Until the Roll Carts are delivered or replaced, all bagged or containerized Solid Waste and Recyclables placed Curbside by the resident must be collected by the Contractor. Replacement Roll Carts provided to new customers may be previously used, provided the Roll Carts are in good repair, clean and serviceable condition. Contractor shall replace any Roll Cart that the City has determined, in its discretion, needs replacement.
- 3.7.3 The Contractor shall provide exact specifications, model or type, manufacturer, and unit cost of all Roll Carts for the City's approval at least ten (10) days prior to ordering. The City's Authorized Representative shall have final approval of the color, markings, and Decals on the Roll Carts. Only Roll Carts approved by the City shall be used by the Contractor in providing collection services.
- 3.7.4 Roll Carts shall conform to the following specifications:
- (a) Capacity: as required by the current service for the City.
 - Solid Waste = ±96-gallon
 - Recyclables = ±64-gallon
 - (b) Design: wheeled, covered, hinged flip-top design meeting ANSI Standards Z245.30 and AZ245.60 "Type B/G" containers.
 - (c) Material: plastic material with sufficient UV inhibitor content to ensure a minimum 10-year life.
 - (d) Color: as specified by the City.
 - (e) Embossing: all containers purchased under this after the Effective Date shall be embossed with instructions for safe use, the words "KEEP CLOSED" molded in large, raised lettering in a conspicuous position on the lid, directional arrow indicating side next to street, in-mold label, and any additional information requested by City. Such containers shall also be embossed with such recycling instructions as may be required by the City's Authorized Representative. Older Roll Carts shall have the same instructions; however, they will be set forth on pressure-sensitive Decals affixed to those Roll Carts.
 - (f) Performance: waterproof design and construction.
 - (g) Recycled Content: containers shall contain at least 25% recycled content.
 - (h) Warranty: containers shall carry an unconditional 10-year warranty on the entire container and its component parts which shall include the following coverage:
 - Damage to the container body, the lid, or any component parts through opening or closing the lids.
 - Failure of the lower lift bar during the interface with lifters.
 - Failure of the body or lids to maintain their original shape.
 - Failure of the wheels to roll easily as originally designed.

- Cracking of the container when squeezed by automated lifter.

(i) Equipped with RFID.

3.7.5 During the term, the Contractor shall retain ownership of Solid Waste and Recycling Roll Carts provided by the Contractor and shall properly maintain all Roll Carts in service in functional condition. At the termination or expiration of the Contract, all Solid Waste and Recycling Roll Carts in service on the effective date of termination or expiration shall become the property of the City.

3.7.6 At the City's request, but no less than once each calendar year, the Contractor shall inspect pressure-sensitive Decals affixed to older Roll Carts and replace Decals as needed.

3.8 **HOURS OF COLLECTION**

3.8.1 Contractor shall provide all specified collection services between the hours of 6:30 a.m. and 6:00 p.m., Monday through Friday. All routes shall be completed on the regular service day, unless the Contractor has notified the City's Authorized Representative that conditions, including weather, make collection at the scheduled time impossible and receives approval to extend the hours of collection. A route shall be deemed incomplete if two percent (2%) or more customers on the route did not receive regularly-scheduled collection services.

3.8.2 Residential Collection shall not be provided on those days that are designated by the City as holidays. The following days are designated as holidays by the City: New Year's Day; Martin Luther King Jr. Day; Memorial Day; Fourth of July; Labor Day; Veteran's; Thanksgiving Day and Christmas Day. Commercial Roll Cart customers will not have a shift in their schedule due to a holiday.

3.8.3 Make-up holiday collections shall be scheduled on the off-day or on another day within the same week as the holiday according to City directive. When two holidays fall within the same week, make-up holiday collections must be scheduled to provide customers with at least one (1) Solid Waste and Recyclables collection per week.

3.8.4 In the event of an emergency, collection services may be scheduled at times not otherwise permitted, provided the Contractor has received prior written approval from the City's Authorized Representative.

3.9 **ROUTES AND SCHEDULES**

3.9.1 Collection routes shall be established to ensure that Solid Waste, and Recyclables collected pursuant to the Contract are not mixed or commingled with any material collected in other jurisdictions.

3.9.2 All collection routes should observe right-hand routing schemes to the extent possible to enhance safety, prevent crisscrossing of streets, and limit the making of left-hand turns against traffic.

3.9.3 Contractor shall provide the City with schedules of collection routes in map and text formats (printed and electronic versions) no later than three months prior to the Commencement Date.

- 3.9.4 Contractor shall inform the City in writing at least thirty (30) days in advance of any proposed changes to routes or schedules during the term of the Contract. Changes to routes and schedules are subject to the City's written approval, which shall not be unreasonably withheld. Contractor shall provide the City's Authorized Representative with proposed route and schedule changes in map and text format at the time of request.
- 3.9.5 In the event that changes in routes or schedules alter the day of pickup, the Contractor shall notify each customer affected by the change with a City-approved printed announcement at least fourteen (14) days prior to the effective date of the change.

3.10 VEHICLES

- 3.10.1 Contractor shall provide an adequate number of vehicles that are compatible (in size and weight) with, and appropriate for, the areas where such vehicles are to be utilized to collect Solid Waste and Recyclables as specified herein. Vehicles shall comply with the following specifications:
- 3.10.1.1 All vehicles required to provide the services specified herein shall be on hand and in good working order.
 - 3.10.1.2 All frontline collection vehicles shall not be more than seven (7) years old at any time during the initial term. At no time shall any collection vehicle be more than ten (10) years old.
 - 3.10.1.3 All of the Contractor's collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's hopper area during loading and transport operations.
 - 3.10.1.4 All vehicles shall be kept in clean condition at all times.
 - 3.10.1.5 All vehicles shall be licensed in the State of Florida and shall operate in compliance with all applicable state, federal, and municipal regulations.
 - 3.10.1.6 All vehicles shall be manufactured and maintained to conform to ANSI Standard Z245.1.
 - 3.10.1.7 Collection vehicles shall be painted a uniform color and exterior paint and markings must be kept in good condition.
 - 3.10.1.8 Each vehicle shall be serially numbered in lettering at least five (5) inches high and shall also bear the name and phone number of the Contractor plainly visible on both sides of the vehicle.
 - 3.10.1.9 All vehicles shall be sufficiently secure so as to prevent littering of any material and leakage of fluid. No vehicles shall be willfully overloaded.
 - 3.10.1.10 Each vehicle shall be equipped at all times with all safety supplies, equipment, and first aid supplies required by Applicable Law; fire extinguisher; heavy-duty broom, rake, and large dustpan; spill response kit; audible back-up warning device; and backup cameras.
 - 3.10.1.11 Only advertising approved by the City for promoting the collection programs shall be permitted on vehicles.

- 3.10.2 Contractor shall also have on hand, and maintain sufficient reserve of, collection vehicles, which collection vehicles shall meet all requirements of Section 3.10.1. The use of reserve vehicles shall include, but not be limited to, occasions when frontline vehicles are out of service, or when unanticipated delays will prevent frontline vehicles from completing the collection route(s) within the established hours of collection. Reserve vehicles shall be in service within two (2) hours of any breakdown or delay of frontline vehicles. Reserve vehicles shall be similar in size and capacity, and will have the same on-board equipment as the vehicles being replaced.
- 3.10.3 During the transition, and annually thereafter, the Contractor shall provide to the City an inventory of vehicles designated to provide the services specified in the Contract. This inventory shall include, at least, the inventory identification number, the make and model, the date of purchase, and the age for each vehicle. Any changes to the inventory vehicle list must be communicated to the City's Authorized Representative prior to placing a vehicle in service. The City reserves the right during the term of the Contract, with reasonable notice to the Contractor, to inspect the Contractor's service facility and vehicles providing services to the City under the Contract.
- 3.10.4 On April 1, 2019, not less than fifty Percent (50%) of the frontline collection vehicles shall utilize compressed natural gas ("CNG") and by September 30, 2019, all frontline vehicles shall be powered by CNG.

3.11 **DISASTER PREPAREDNESS PLAN**

In the event of a hurricane, tornado, major storm, or other natural disaster, the Contractor may be required to obtain additional equipment, employ additional personnel, or work employees overtime hours to clean up resulting debris. To prepare for such events, the Contractor shall provide the City's Authorized Representative with a Disaster Preparedness Plan or an update of the prior year's approved plan by October 1 of each year, which is subject to the approval of the City. The Disaster Preparedness Plan shall include plans for securing additional personnel and equipment and proposed rates for collection services associated with the cleanup of natural disasters or other emergencies. Contractor shall provide services during declared Presidential/FEMA emergencies when requested by the City. Contractor will be compensated for such services, according to the rate schedule approved by the City in the Disaster Preparedness Plan, provided the Contractor's invoices are prepared in accordance with FEMA guidelines.

3.12 **GENERAL REQUIREMENTS**

- 3.12.1 Contractor shall be responsible for providing high quality service to all customers and the City. The Contractor shall coordinate with the City to ensure that high quality service is maintained throughout the term of the Contract, including weekly meetings with the City's Authorized Representative.
- 3.12.2 Restrictions on Collection of Mixed Loads
- 3.12.2.1 Contractor shall collect materials generated within the City Service Area separate from materials generated outside of the City Service Area.
- 3.12.2.2 Contractor shall collect Solid Waste and Recyclables separate from each other and shall not combine loads of different material types. Contractor shall be responsible for all disposal costs associated with loads of mixed materials in

addition to liquidated costs unless there is a change in collection services made by the City.

- 3.12.3 Contractor's employees shall make collections with minimum noise and disturbance to residents, shall provide service with as little disturbance to residents as possible, shall be courteous at all times, and shall not use loud or profane language.
- 3.12.4 Contractor shall exercise all reasonable care and diligence in the collection process. All Roll Carts shall be completely emptied and placed in an upright position at the point where collected. Roll Carts shall not block driveway access or cause obstruction to sidewalks. Roll Carts shall be placed with the lid in the closed position. If the Roll Cart falls over, the operator must immediately set it upright.
- 3.12.5 Contractor's employees shall follow established walkways for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property lines to the adjoining property, and shall not disturb or tamper with property not connected with their contractual duties.
- 3.12.6 Contractor's vehicles shall not unduly interfere with vehicular or pedestrian traffic. Vehicles shall not be left on the street unattended.
- 3.12.7 Contractor acknowledges that collection points on rights-of-way are frequently co-located with utility easements. Therefore, particular attention shall be given to the location of mail boxes, water meters, transformers, guy wires, utility poles, and irrigation structures. Authorization to use the easement does not abrogate Contractor's responsibility to exercise caution in relationship to the property of other authorized users.
- 3.12.8 Contractor shall promptly repair or have repaired at no cost to the City or to the property owner any damage caused by its operations. If such repairs are made by or at the direction of the City or property owner, the Contractor shall reimburse the City or property owner for such repairs. The City's Authorized Representative shall be notified immediately of any property damage.
- 3.12.9 Contractor shall not litter or cause any spillage to occur upon the premises or the right-of-way wherein the collection and transport of materials shall occur. During transportation, all collected materials shall be contained, tied, or enclosed to prevent leaking, spilling, and blowing.
- 3.12.10 In the event of any confirmed spillage/leakage/blowing from a Contractor's vehicle, Contractor shall immediately, at least by the end of the same day, clean up all spillage/leakage/blowing at no cost to the City. Contractor is responsible to clean such spills, leaks, or blown materials to the satisfaction of the City's Authorized Representative up to, and including resealing or resurfacing depending on the severity of the damage. If the Contractor can satisfactorily prove to the City's Authorized Representative that the responsibility for the spillage/leakage/blowing belongs to a third party, then Contractor will not be responsible for the cleanup.
- 3.12.11 Contractor shall use competent, qualified, sober, drug-free personnel to provide collection services pursuant to this Agreement. Employees shall adhere to a no smoking policy while performing services for the City. Franchisee shall only utilize personnel in providing collections services that have passed criminal background checks. Contractor

shall devote sufficient personnel, time, and attention to its operations to ensure that its performance will be satisfactory to the City.

- 3.12.12 Contractor's employees shall wear company uniforms clearly labeled with the name of the Contractor and the employee. Employees shall wear shirts at all times, but when weather conditions so require, employees may wear t-shirts with the Contractor's logo prominently displayed. In lieu of uniforms, temporary or leased labor may wear brightly colored safety vests with the Contractor's logo prominently displayed. Clothing will be as neat and clean as circumstances reasonably permit.
- 3.12.13 All of Contractor's employees shall be qualified and appropriately trained for the tasks assigned to them. Contractor shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of the Contract and all Applicable Law. The City has the right to review Contractor's training records.
- 3.12.14 At all times when operating vehicles or equipment pursuant to this Contract, Contractor's employees shall carry a valid Florida driver's license for the type of vehicle or equipment being operated.
- 3.12.15 Contractor shall obtain, at its own expense, all permits and licenses required by Applicable Law and maintain same in full force and effect. Any revocation of Contractor's licenses or permits shall be reported to the City's Authorized Representative within three (3) business days.

3.13 CUSTOMER SERVICE STANDARDS

- 3.13.1 Contractor shall be responsible for providing the highest quality service to all customers under the provisions of the Contract. Contractor shall promptly resolve all complaints, received from the customer or from the City, no later than close of the next business day. When a complaint is received on a Saturday or the day preceding a holiday, it shall be resolved by the Contractor no later than close of the next business day.
- 3.13.2 Contractor shall establish and maintain, within Leon County, a local office or other facility at which the Contractor can respond to service inquiries and complaints received by the City or the Contractor. The office shall be accessible to customers from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 3.13.3 Contractor's office shall be equipped with adequate and appropriate personnel and equipment to receive, document, and respond to inquiries, issues, and complaints by the next business day. Contractor's office staff shall be familiar with the City and Contractor's obligations under the Contract.
- 3.13.4 Contractor shall maintain a local telephone number routed to the local office where service inquiries and complaints can be received by Contractor. Contractor shall use either a telephone answering service or answering machine to receive service inquiries and complaints during those times when the office is closed. Messages shall be answered no later than noon the following business day. Should the answering service or answering machine be used during office hours, such as during lunch time or when all telephone lines are full, these services must be monitored regularly, so that Contractor can respond to the message within sixty (60) minutes.
- 3.13.5 Contractor shall establish a process, subject to the City's Authorized Representative's

approval, for receiving and handling emergency calls, both during and after normal operating hours. Contact information for supervisory contacts shall be maintained and updated regularly with the City's Authorized Representative.

- 3.13.6 Contractor shall utilize software that is compatible with the City's CIS system to receive customer complaints from the City.
- 3.13.7 Service quality will, in part, be measured by the number and nature of complaints received from the Contractor's customers. Complaints received by the Contractor, directly from the customer or from the City, shall be resolved no later than the close of the next business day and reported to the City. All complaints must be reported on a form approved by the City, which shall include the following information:
- (a) Customer's name, address, and phone number;
 - (b) Route number and truck number assigned to complaint address;
 - (c) Type of service involved;
 - (d) Nature of the complaint;
 - (e) Date and time the complaint was received;
 - (f) Date and time problem occurred;
 - (g) Action taken by Contractor;
 - (h) Date and time the complaint was resolved; and
 - (i) Name of person who resolved the complaint.
- 3.13.8 If the City or customer notifies Contractor of a missed collection before 4:00 p.m. Monday through Friday, Contractor shall return to the customer's premises before 6:00 p.m. the same day of the notification and collect all of the Solid Waste or Recyclables that have been set out for collection. If Contractor is notified after 4:00 p.m. Monday through Thursday of a missed collection, collection shall be made by 12:00 p.m. the next day following notification. If Contractor is notified after 4:00 p.m. on Friday, collection will be made no later than 12:00 p.m. on the next City business day.
- 3.13.9 Contractor shall provide the City with a full written explanation of the disposition of any complaint involving a claim of damage to private or public property as a result of action of the Contractor's employees, agents, or subcontractors.

3.14 **SERVICE VERIFICATION AND ASSET MANAGEMENT (RFID)**

The Contractor shall be responsible for providing and implementing a RFID-based service verification and asset management system. The City will provide the Contractor a customer list and the Contractor shall be required to populate a database with customer name/ID, physical address, and all Roll Cart information including, at a minimum, that identified in this section.

- 3.14.1 Contractor shall provide, populate, and maintain a service verification system. Service verification software shall be capable of providing reports requested by the City, in PDF and Excel formats. Contractor is responsible for all associated costs and maintenance. The service verification system must be operational no later than April 1, 2019, unless such time is extended by prior written approval of the City's Authorized Representative, which may be given or withheld at the discretion of such Representative. A request for extension must be in writing and must include justification for the requested extension.
- 3.14.2 The initial database must be populated and uploaded into the web-based service verification system no later than March 1, 2019 so that appropriate time is provided to test the system (i.e., collection vehicle readers, web-based application, reports, etc.) prior to the April 1, 2019 start date. Those dates may be extended, in writing, at the discretion of the City's Authorized Representative. A request for such must be in writing and must include justification for the requested extension.
- 3.14.3 The RFID System shall be capable of providing location-based Roll Cart collection service information and shall be able to generate reports as needed based on Roll Cart collection service activity, including, but not limited to, collection and non-collection events and set-out data. The variables and data fields maintained in the RFID Systems for each customer shall include, but not be limited to:
- (a) Roll Cart type (garbage or recycling)
 - (b) Generator type (residential, multi-family, or commercial)
 - (c) Customer name/ID and address
 - (d) Collection event date, time, and latitude/longitude coordinates
 - (e) RFID tag number
 - (f) Roll Cart serial number
 - (g) Roll Cart size
 - (h) Route information
- 3.14.4 The RFID System shall include an asset management database through which the Contractor shall be responsible for reporting and tracking the movement of all Roll Carts used for Residential, Multi-Family, and Commercial Collection Service, including deliveries, removals, exchanges, repairs, warranty recovery, and any other information necessary to manage cart assets, subject to the City's Authorized Representative's approval.
- 3.14.5 All asset management adjustments, if not captured in real-time, must be made within forty-eight (48) hours of physical inventory exchange and completion of work order. The asset management system shall be able to generate reports as needed on all Roll Cart activity including maintenance and inventory reports. If a cart is swapped out, data for the cart removed and the cart replaced is to be provided. Data fields shall include the work order number, date, and status, and the recovery and delivery latitude and longitude coordinates in addition to the data fields maintained pursuant to Section 3.14.3.
- 3.14.6 Contractor shall provide any information or report requested by the City's Authorized Representative within three (3) business days, unless the City is provided access to the Contractor's RFID System and regular reports are easily available to City staff. The City's Authorized Representative will work with the Contractor to develop regular reports.

3.15 RECORDKEEPING AND REPORTING

- 3.15.1 Once the RFID System is implemented, Contractor shall provide the City with complete visibility of daily collection service operations through the use of a web-based, real-time GPS map-based tracking system. Contractor is responsible for all costs of implementation, operation, maintenance, and the system must be operational and accessible at least one (1) week prior to the Commencement Date.
- 3.15.2 Daily: Contractor shall electronically submit a daily report, by noon each day, to the City's Authorized Representative, in a format approved by the City, containing the following information for the previous day:
- (a) Customer complaints – Contractor shall report all customer complaints (e.g., missed pickups).
 - (b) Non-Collection Notices – Contractor shall identify all non-collection notices issued. At a minimum, the information shall include the date the notice was issued; customer's name and address; and the reason for issuing the notice.
 - (c) Completed Work Orders – Contractor shall identify all work orders issued by the City that have been completed (e.g., roll cart delivery to new customer)
 - (d) Incidences of personal injury or property damage, including vehicular damage to public or private property.
 - (e) Revocation of any license or permits.
- 3.15.3 Weekly: Contractor shall provide hard copies of the previous week's weight tickets from the Designated Facilities at the Contractor's weekly meeting with the City's Authorized Representative.
- 3.15.4 Monthly: Contractor shall keep accurate records of Garbage and Recyclables collections made from Residential and Multi-Family Units and shall electronically submit a monthly report, by the fourteenth (14th) of each month, to the City's Authorized Representative, in a format approved by the City, containing, at a minimum, the following information: total number of customers on each route for each collection during the previous month, and the total number of customers that set out Recyclables or were serviced for each route for each collection during the previous month.
- 3.15.5 [OMITTED]
- 3.15.6 Contractor shall submit to the City a certified copy of its annual financial statement within ninety (90) days following the close of each fiscal year during the term, including any extension thereof. Contractor shall also submit any additional operating and financial information, as specified by and in a format required by the City's Authorized Representative.
- 3.15.7 Contractor shall provide any additional information or reports as requested by the City's Authorized Representative to monitor Contractor's performance, to monitor the City's Solid Waste and Recycling programs, or to provide information to satisfy requirements of the Solid Waste Management Act or to obtain grant funds from the State of Florida or other similar funding sources.
- 3.15.8 The City reserves the right to review and audit all records of the Contractor pertaining to the collection services.

3.16 EDUCATION ASSISTANCE

Educating the public concerning Solid Waste and Recyclable collections and promoting waste reduction and Recycling are critical to the success of the City's Waste Management Program. While the City

accepts primary responsibility for developing its public education and promotion program for residential customers, the Contractor shall, when requested by the City, assist the City in implementing the program. The Contractor shall be required to distribute informational, promotional, and educational materials provided by the City with each container delivered to residential customers. In addition, the Contractor shall be required to deliver to each customer (either at the door or on the appropriate container, as directed by the City) informational, promotional, and/or educational materials provided by the City no more than two times each year during the term of the Contract. The City anticipates producing and distributing Solid Waste and Recycling educational materials during the term of the Contract. Contractor shall contribute \$50,000 per year for the Contractor's share of the costs for the production and distribution of these educational materials. Such contribution shall be made through twelve (12) equal payments made no later than the 15th day of each month of the term. Contractor's costs associated with promotion of programs shall be borne solely by Contractor. No promotion or advertising shall be permitted except as approved by the City.

3.17 TRANSITION IN SERVICE

3.17.1 Contractor is responsible for providing a smooth transition in services to minimize inconvenience to all customers served. To accomplish this objective, the Contractor shall submit a Transition Plan to the City no later than fifteen (15) calendar days following the execution of the contract. The plan shall include a detailed description of how implementation of the Contractor's collection services will be accomplished and must meet the approval of the City's Authorized Representative.

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

Date	Performance
1/2/19	Contractor retains an Operations Manager.
Weekly	Contractor and City hold a Transition Planning Meeting.
1/15/19	Contractor submits documentation that all necessary vehicles, equipment and containers have been ordered and will be delivered to Contractor's yard no later than sixty (60) days prior to commencement of collection service.
3/15/19	Contractor submits route maps and schedules as specified in Section 3.9.3.
2/15/19	Contractor ensures that all vehicles, equipment, and containers necessary to provide collection services are delivered to the Contractor's yard and provides an inventory of vehicles and equipment to the City as specified in Section 3.10.3.
2/1/19	Contractor begins training supervisors and drivers on collection routes and operation of collection equipment.
2/1/19	Contractor ensures that all vehicles necessary to provide collection services meet all requirements specified in Section 3.10.
1/2/19	Contractor opens Customer Service Office in Leon County capable of responding to customer inquiries regarding collection services.
3/25/19	Contractor submits a Disaster Preparedness Plan to the City as specified in Section 3.11.
4/1/19	Contractor initiates collection services.

3.18 PAYMENTS

- 3.18.1 The City shall pay the Contractor, in accordance with this section, for all collection and other services performed, less any deductions provided in the Contract.
- 3.18.2 The City shall pay all proper invoices in accordance with the "Florida Local Government Prompt Payment Act", Section 218.70, et seq., Florida Statutes.
- 3.18.3 Contractor shall review and reconcile the "Customer Count/Residential Units and Commercial Roll Carts Serviced Reports," which will be provided by the City to the Contractor no later than the 7th day of each month during the term, including any extension thereof. Contractor shall invoice the City by the 25th of each month. The invoice shall be based on the "Customer Count/Residential Units and Commercial Roll Carts Serviced Reports" as of midnight on the last day of the previous month and any additional, compensable services provided during that month.
- 3.18.4 The unit prices set forth in the Contractor's response shall apply to all services rendered by the Contractor, subject to adjustment only in accordance with the Contract.
- 3.18.5 Economic Price Index adjustment (CPI): On October 1 following the first full year of the initial term, and on October 1 of each subsequent year during the Initial Term, and each Renewal Term, the unit prices for services, not including the additional charge for Premium Collection Service, will be adjusted based on the percentage change in the Consumer Price Index for all Urban Consumers (CPI-U): US City Average, All Items (unadjusted) over the most recent twelve-month period for which such index is available on the effective date of adjustment; provided, however, that the percentage adjustment shall not exceed four percent (4%).
- 3.18.6 Adjustments for changes in service: The City shall have the right, at its discretion and following at least 180 days' written notice to the Contractor, to change the frequency of collection services and, in such event, the Contractor agrees to negotiate in good faith with the City to adjust the price for collection services commensurate with such changes in service level.
- 3.18.7 Extraordinary rate adjustment: Contractor may petition the City for an adjustment of unit prices on the basis of extraordinary or unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator. The Contractor's request shall contain substantial evidence and justification to support the need for the price adjustment and shall be submitted to the City's Authorized Representative. The City's Authorized Representative may request from the Contractor, and the Contractor shall provide, all information as may reasonably be necessary, as determined by the City, to make a determination of the validity of the request. The City's Authorized Representative may deny the request, in whole or in part, or may submit the petition to the City Manager, or his designee for approval or denial.
- 3.18.8 Submittal of Proper Invoices
- 3.18.8.1 The Contractor shall submit an original invoice (or electronic invoice, if authorized), by the 25th of each month for services rendered during the previous month, to the following address:
- City of Tallahassee
Community Beautification & Waste Management Services
2727 Municipal Way
Tallahassee, Florida 32304
Telephone (850) 891-5450, Fax (850) 5089

3.18.8.2 A proper invoice must include--

- (a) Name and address of the Contractor;
- (b) Invoice date;
- (c) Invoice number (contractor is encouraged to assign identification number);
- (d) Contract number;
- (e) City's Purchase Order number, if applicable;
- (f) Contract line item number, including description, quantity, unit of measure, unit price and extended price of the item;
- (g) Terms of any prompt payment discount offered;
- (h) Name and address of official to whom payment is to be sent;
- (i) Federal Identification Number.

3.19 LIQUIDATED DAMAGES / COSTS

3.19.1 Quality customer service is of the utmost importance to the City. It is the intent of the parties that the Contractor shall provide high quality collection services to the City. To that end, the Contractor shall cure all failures to provide service in accordance with and within the time limits set forth in the Contract. If the Contractor fails to remedy such failures, provided such failure is not caused by action or inaction by the City, the City, without waiving other remedies it may have under the Contract, at law, or in equity, may deduct from any amounts otherwise payable to the Contractor liquidated costs according to the following schedule:

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Liquidated Damages / Cost Schedule

1	Collection of material before 6:30 a.m. or after 6:00 p.m. (Section 3.8.1.)	\$100 per first incident; \$200 per incident for every incident thereafter in any 30-calendar-day period
2	Failure to complete a route on the regular service day, without notification to the City's Authorized Representative. (Section 3.8.1)	\$1,000 per route for the 1 st incident, \$2,000 per route for each additional incident in any 30-calendar day period. City may terminate Contract after the 3 rd incident.
3	Failure to roll containers to curb, empty at curb, and return containers to original location on days when Back Collection Door service is to be provided by Contractor. (Sections 3.3.3. and 3.3.4.)	\$100 per incident; \$200 per incident for every incident thereafter in any 30-calendar-day period
4	Failure to collect missed customers by 6:00 p.m. the same day when notified prior to 4:00 p.m. (Section 3.13.8.)	\$25 per incident
5	Failure to respond to or resolve complaints by the end of the next business day after Contractor is provided notice of such complaint; or reporting unresolved complaints as having been resolved. (Section 3.13.1)	\$100 per incident; \$200 per incident for every incident thereafter in any 30-calendar-day period
6	Failure to leave non-collection notice for customer explaining why improperly set-out material was not collected. A retained copy of any such notice indicating that such notice was properly provided to customer shall be adequate proof of such notice. (Section 3.6.1.)	\$100 per incident; \$200 per incident for every incident thereafter in any 30-calendar-day period
7	Failure to deliver container for new service, or replace lost, stolen or damaged container within three (3) business days of request. (Section 3.7.2.)	\$100 per incident; \$200 per incident for every incident thereafter in any 30-calendar-day period
8	Failure to uniformly place the City-approved Decal on roll carts. (Section 3.7.6.)	\$100 per incident; \$200 per incident for every incident thereafter in any 30-calendar-day period
9	Failure to treat customers in a courteous and respectful manner. (Section 3.12.3.)	\$100 per incident; \$200 per incident for every incident thereafter in any 30-calendar-day period
10	Failure to comply with uniform requirements. (Section 3.12.12)	\$25 per incident; \$50 per incident for every incident thereafter in any 30-calendar-day period
11	Failure to follow established walkways for pedestrians, trespassing or loitering on private property, crossing property lines to the adjoining property, or disturbing or tampering with property not connected with collection duties while providing service. (Section 3.12.5.)	\$100 per incident; \$200 per incident for every incident thereafter in any 30-calendar-day period

12	Failure to notify the City's Authorized Representative of use of vehicle not included on the vehicle inventory list. (Section 3.10.3.)	\$500 per incident
13	Failure to clean spillage (oil, hydraulic fluid, garbage, trash, recyclables, etc.) on the day written notice of such spillage is received. (Section 3.12.10)	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent, incident in any 90-calendar-day period
14	Failure to repair damage to customer property upon written notice from City and determination of Contractor's liability. (Section 3.12.8.)	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent, incident in any 90-calendar-day period
15	Failure to maintain office hours and supervisory contacts as required. (Section 3.13.2. and 3.13.5.)	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent, incident in any 90-calendar-day period
16	Failure to properly cover or secure materials on collection vehicles(s) to prevent leaking, spilling, and blowing. (Section 3.12.10)	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent, incident in any 90-calendar-day period
17	Failure to correct deficiencies in cleanliness, safety or sanitation of equipment within 48 hours of written request. (Section 3.10.1.)	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent, incident in any 90-calendar-day period
18	Failure to repair equipment that is breaking down, leaking fluids, or discharging debris after receiving notice of the same from the City. (Section 3.10.1.)	\$100 for first incident, \$200 for 2 nd incident and \$500 for 3 rd and any subsequent incident on the same route during any 90-calendar-day period
19	Failure to properly display Contractor's name, phone number, and vehicle number on collection vehicles and service vehicles. (Section 3.10.1)	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent, incident in any 90-calendar-day period
20	Failure to provide proper notification to City or residents prior to route changes. (Section 3.9.4. and 3.9.5.)	\$1,000 for the 1st incident; \$2,000 for each subsequent incident; City may terminate Contract after the 3rd incident
21	Failure to deliver any residential Solid Waste or Recyclables to the Designated Facility. (Section 3.4.)	\$1,000 for the 1st incident; \$2,000 for the 2nd incident; City may terminate Contract after the 3rd incident

22	Mixing waste materials collected in the City with waste materials collected in other jurisdictions. (Section 3.12.2.1.)	\$1,000 for the 1st incident; \$2,000 for each sequent incident; City may terminate Contract after the 3rd incident
23	Mixing loads of Solid Waste and Recyclables. (Section 3.12.2.2.)	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent, incident in any 90-calendar-day period
24	Failure to submit any report within the required timeframe. (Section 3.15.)	\$50 per incident per day; \$100 for 2nd incident per day, and \$150 for 3 rd incident per day and each subsequent incident per day in any 90-calendar- day period
25	RFID reader not operational or service verification data not captured. (Section 3.14.)	\$500 per collection vehicle per day.

3.19.2 All completed field orders shall be submitted to the City at least five (5) business days following the end of each calendar month. The City will calculate all liquidated costs, if any, assessed each month and will provide notice of such assessment, if any, to the Contractor no later than seven (7) business days following the end of each calendar month. The City will net the total amount of such costs against the payment for collection services during that same month.

3.19.3 Notwithstanding any other provision of the Contract between the City and Contractor to the contrary, in the event that the total amount of liquidated costs assessed against the Contractor during any 60-calendar-day period, which may begin on any day within a month, exceeds \$10,000, the City, at its discretion and in addition to all other remedies that may be available to it, may terminate the Contract.

3.19.4 By entering into the Contract, the City and Contractor agree that a violation, by the Contractor, of any of the foregoing standards will cause the City to incur costs which will be difficult, if not impossible, to calculate. For that reason, the City and the Contractor agree that the preceding amounts are reasonable estimates of such costs and shall constitute liquidated costs, and not penalties, which may be assessed by the City as a result of such violation by the Contractor and failure to timely and properly cure.

3.19.5 [OMITTED]

3.19.6 Any waiver or forbearance by the City or the Contractor of any right under the Contract shall not operate as or be construed to be a waiver of any other rights, regardless of when such event may occur. Failure of the City or the Contractor to insist upon strict adherence to these standards or any requirement of the Contract, on one or more occasions, shall not be considered a waiver, nor shall it deprive that party of the right to thereafter insist upon strict adherence to that or any other standard set forth in the Contract.

3.20 PERFORMANCE SECURITY

3.20.1 Prior to the Commencement Date, Contractor shall deliver to the City a Performance and Payment bond to secure the strict and faithful performance by

the Contractor of all the terms, covenants, and conditions of the Contract. Such bond shall be issued in the amount of one-half of the estimated payments to the Contractor during the first year of the Initial Term and shall be issued in a form, and by a surety, acceptable to the City, in its discretion. The bond shall be signed or countersigned by a registered Florida agent. In lieu of a Performance Bond, the Contractor may furnish an irrevocable letter of credit (ILC) to fulfill this obligation. The ILC shall be in a form and issued by a bank acceptable to the City, at its sole discretion.

- 3.20.2 Additional Performance Security: Contractor shall promptly furnish additional security, as required by the City, for its performance under the Contract, including without limitation payment of persons supplying labor or materials, if--
- (a) Any issuing surety or financial institution becomes unacceptable to the City or,
 - (b) Any surety fails to furnish reports on its financial condition as required by the City; or,
 - (c) The Performance Security for any anniversary year of the Contract becomes inadequate, in the opinion of the Procurement Services Office, to secure performance of the Contractor's obligations in light of the estimated amounts payable under the Contract for that anniversary year.

3.21 CHANGES

- 3.21.1 The Contract may be amended only by a writing signed by duly authorized representatives of the parties.
- 3.21.2 If any such change causes an increase or decrease in the cost of, or the time required for performance of any part of the collection services under the Contract, the City's Authorized Representative and Contractor shall negotiate an equitable adjustment in compensation payable to the Contractor, provision of services, or both.
- 3.21.3 If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contract Administrator shall have the right to prescribe the manner of the disposition of the property.
- 3.21.4 Failure of the parties to mutually agree to any adjustment shall be resolved pursuant to the Disputes provision. However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

3.22 DISPUTES

- 3.22.1 All disputes arising under or relating to the Contract shall be resolved in accordance with the procedures set forth in this Section 3.22.
- 3.22.2 The aggrieved party shall give written notice to the other party within seven (7) calendar days after the date of the occurrence setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.

- 3.22.3 The City's Authorized Representative and the Contractor Representative shall meet within seven (7) calendar days after the written notice of the dispute is received by the offending party to discuss and resolve the dispute.
- 3.22.4 If the City's Authorized Representative and the Contractor Representative are not able to resolve the dispute within seven (7) days after first meeting, they shall report their impasse to the next higher authority in their respective organization, who, within ten (10) calendar days, shall convene a meeting to attempt to resolve the dispute.
- 3.22.5 If the parties are not able to amicably resolve the dispute within forty-five (45) after the initial notice thereof is received from the aggrieved party, the parties may pursue non-binding mediation. The parties, if they agree to mediation, shall in good faith, commit the resources necessary to mediate the matter in accordance with procedures to be established by the mediator. The mediator shall be chosen by agreement of the Parties.
- 3.22.6 If the parties are not able to successfully mediate the dispute within thirty (30) days following referral of the dispute to the mediator, the parties can pursue any other forms of relief that may be available to them at law, or in equity.

3.23 NOTIFICATION OF LABOR DISPUTES

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract, the Contractor shall immediately give notice, including all relevant information, to the Contract Administrator.

3.24 NOTIFICATION OF OWNERSHIP CHANGES

- 3.24.1 The Contractor shall notify the Contract Administrator within thirty (30) calendar days, in writing, when the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur.
- 3.24.2 The City reserves the right to request accounting records from the Contractor, whenever the Procurement Services Office determines that the ownership changes may affect any cost and pricing data required by the Contract, if applicable. For this purpose, the Contractor shall:
 - (a) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (b) Provide the Procurement Services Office ready access to the records upon request;
 - (c) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (d) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
 - (e) The Contractor shall include the substance of this clause in all subcontracts under this Contract.

3.25 INDEPENDENT CONTRACTOR STATUS

The City and Contractor are independent contractors, and none of the provisions of the Contract shall be interpreted or deemed to create any relationship between such parties other than that of independent contractors. Nothing contained in the Contract shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or co-venturer between the City and the Contractor, between the City and any employee of the Contractor, or between the Contractor and any employee of the City.

3.26 ASSIGNMENT

3.26.1 Contractor shall not assign or transfer, in whole or in part, any interest in the Contract, without prior written consent of the City.

3.26.2 The City and the Contractor shall bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of the Contract. Any assignment or transfer by the Contractor of its interest in the Contract without the written consent of the City shall be null and void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or the Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the City or the Contractor.

3.27 SUBCONTRACTORS

3.27.1 Contractor shall not subcontract any portion of the collection services to be performed by Contractor without the prior written consent of the City.

3.27.2 Notwithstanding the fact that such consent may be given, no such consent by the City, under any circumstances, shall relieve the Contractor of any of its liabilities or obligations under the Contract. Contractor shall be responsible for performance by any such subcontractor, and that subcontractor, and its employees, shall be required to comply with all requirements of the Contract with respect to performance of services, including without limitation requirements relating to conduct and appearance of personnel.

3.28 NOTIFICATION OF BANKRUPTCY

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the City, written notification of the bankruptcy to the Contract Administrator. This notification shall be furnished within five (5) business days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment under the Contract has been made.

3.29 DEFAULT AND TERMINATION

3.29.1 The occurrence of any of the following, without limitation, shall constitute a default by the Contractor:

- (a) Material failure to comply with any of the terms or conditions of any Contract with the City or any amendments thereto, except for

noncompliance issues addressed through liquidated costs pursuant to such Contract.

- (b) The filing of a voluntary petition under Federal Bankruptcy Code or *consenting* to the appointment by a court of a receiver or trustee of all or a substantial portion of the property or business of the Contractor, or the making by the Contractor of any arrangements with or for the benefit of its creditors involving an assignment to a trustee, receiver, or similar fiduciary, regardless of how discounted, of all or a substantial portion of the Contractor's properties or business.
- (c) Final adjudication of the Contractor as bankrupt after the filing of any involuntary petition under the Bankruptcy Code. No such adjudication is final unless and until the same is no longer being contested by the Contractor or until an order of adjudication can no longer be appealed.
- (d) Material failure to comply with any local, state or federal regulation pertaining to the collection of Solid Waste and Recyclables.
- (e) Total liquidated costs assessed during any 60-calendar-day period, which may begin on any day within a month, pursuant to applicable provisions of this Contract exceed \$10,000.

3.29.2 In the event of a default by the Contractor and failure to cure such default within such time as may be set forth in written notice of such default from the City, which time in any event shall be no more than thirty (30) days following receipt of written notice or such default from the City, the City, without further notice, shall have the right to declare such Contract, together with all the rights granted the Contractor thereunder, terminated. By terminating the Contract or by pursuing other remedies as set forth herein, the City shall not be deemed to have waived any rights to relief that it may otherwise have under Applicable Law.

3.29.3 The City also shall have the right to terminate this Contract, in whole or in part, for the convenience of the City and without the Contractor being in default thereunder; provided, however, that the City shall give the Contractor no less than 180 days' prior written notice of the effective date of such termination. Termination shall be affected by delivery to the Contractor of a written notice specifying whether termination is for the default of the Contractor or for the City's convenience, the extent to which services under this Contract are to be terminated, and the date upon which such termination becomes effective. After receipt of such written notice, and except as otherwise directed in writing by the City, the Contractor shall promptly stop work under this Contract on the date and to the extent specified in the notice, terminate all subcontracts to the extent that they relate to the performance of services terminated by the notice, and complete performance of such services as shall not have been terminated by the notice.

In the event of termination for convenience, the City shall pay the Contractor (i) the full amount due for goods satisfactorily delivered and/or services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties. The City shall have the right to set off against amounts otherwise owed the Contractor all amounts owed by the Contractor to the City under this contract or otherwise.

3.30 AVAILABILITY OF FUNDS FOR FUTURE FISCAL YEARS

Funds may not be available for performance under the Contract beyond September 30 of each year included in the Contract. The City's obligation for performance of the Contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under the Contract beyond the above referenced date, until funds are made available before commencing work or making deliveries to ensure funds are appropriated for the Contract.

3.31 AUDIT AND RECORDS

- 3.31.1 As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 3.31.2 Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, or labor-hour contract, or any combination of these, the Contractor shall maintain and the Procurement Services Office, or an authorized representative of the Procurement Services Office, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of the Contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the Contract.
- 3.31.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to the Contract, the Procurement Services Office, or an authorized representative of the Procurement Services Office, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--
 - (a) The proposal for the contract, subcontract, or modification;
 - (b) The discussions conducted on the proposal(s), including those related to negotiating;
 - (c) Pricing of the contract, subcontract, or modification; or
 - (d) Performance of the contract, subcontract or modification.
- 3.31.4 Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Procurement Services Office or an authorized representative of the Procurement Services Office shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating--
 - (a) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
 - (b) The data reported.
- 3.31.5 Availability. The Contractor shall make available at its office, at all reasonable times, the records, materials, and other evidence described in Section 3.31.3(a), (b), (c), and (d), for examination, audit, or reproduction, until three (3) years after final payment under the Contract or for any longer period required by statute or by other clauses of the Contract. In addition—

- (a) If the Contract is completely or partially terminated, the records relating to the work terminated shall be made available for three (3) years after any resulting final termination settlement; and
- (b) Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the Contract shall be made available until such appeals, litigation, or claims are finally resolved.

3.31.6 The Contractor shall insert a clause containing all the terms of this Section 3.31, including this Section 3.31.6, in all subcontracts under the Contract, and

- (a) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or any combination of these;
- (b) for which cost or pricing data are required; or
- (c) that require the subcontractor to furnish reports as discussed in Section 3.31.4. The provisions may be altered only as necessary to identify properly the contracting parties and the Procurement Services Office under the City prime contract.

3.32 **REGULATORY COMPLIANCE**

In performing the services required by the Contract, Contractor shall comply with all Applicable Law, statutes, ordinances, rules, and regulations. Ignorance on the part of the Contractor will in no way relieve the Contractor from responsibility for such compliance.

3.33 **LICENSING**

Contractor shall be responsible for obtaining and maintaining all licenses, permits, certificates, and permissions necessary to engage in business within the City and to provide services under the Contract. Contractor shall provide proof of such compliance at the request of the City.

3.34 **GENERAL**

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of the Contract shall be construed according to its fair meaning, not strictly for or against the City or Contractor. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The Contract shall be construed and governed by the laws of the State of Florida, any legal action related to the Contract must be brought in a court of appropriate jurisdiction in Leon County, Florida, and the City and the Contractor each hereby consents to the transfer of venue to such county in any action not so filed.

SECTION 4 – CONTRACT MANAGEMENT

4.1 CITY REPRESENTATIVES

4.1.1 CONTRACT ADMINISTRATOR

Responsible for acting on behalf of the Manager of Procurement Services Office (PSO), as delegated. Duties include, but not limited to --

- (a) Overall liaison between the City and the Contractor.
- (b) Overall contract administration (maintain contract files; process contract modifications, cancellations, or terminations; etc.).
- (c) Assist and advise City departments and subordinate units on purchasing matters.
- (d) Resolve conflicts between the City and contractor, when such conflicts cannot be resolved by the Technical Representative, to include, interpreting and enforcing contract requirements.

4.1.2 TECHNICAL REPRESENTATIVE(S)

Duties include, but not limited to --

- (a) Serve as liaison between the PSO and the Contractor on technical issues.
- (b) Place orders against this contract, if applicable.
- (c) Conduct evaluation and report on contractor's performance.
- (d) Reviews and recommends action on contractor payment requests.
- (e) Alerts the Contract Administrator of developing and unresolved problems.

4.2 CONTRACTOR REPRESENTATIVES

The Contractor's representatives on this contract responsible for contract management are those persons identified by the contractor in the Representations and Certifications Form and as required by any other clause to this contract.

4.3 CHANGES TO DESIGNEES

If different representatives are designated by either party during the term of the contract, notice of any changes (name, address, telephone numbers, etc.) will be promptly rendered in writing to the other party. Changes to designees shall be handled between the City's Contract Administrator and the Contractor's Contract Manager.

SECTION 5 – GENERAL TERMS AND CONDITIONS

5.1 INSURANCE REQUIREMENTS

- 5.1.1. Prior to commencing work, the Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, his agents, representatives, employees or Subcontractors:
- (a) Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:
 - Premise/Operations
 - Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
 - Products/Completed Operations
 - Contractual
 - Independent Contractors
 - Broad Form Property Damage
 - Personal Injury
 - (b) Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.
 - Owned/Leased Autos
 - Non-owned Autos
 - Hired Autos
 - (c) *Workers' Compensation and Employers'/Umbrella Liability Insurance* -- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.
 - (d) *Pollution/Environmental Impairment Liability Insurance*. Such insurance shall include clean-up costs and cover Contractor for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Contract, or which arises out of, or in connection with this Contract, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage. Such insurance shall be on a form acceptable to the City of Tallahassee.
- 5.1.2 Coverage must either be on an occurrence basis; or, if on a claims made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an

occurrence basis.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$5,000,000	Each Claim/Occurrence
\$5,000,000	Annual Aggregate

Contractor shall be responsible for all deductibles in the event of a claim.

5.1.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers ("City Insureds"); or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

5.1.4 Other Insurance Provisions

5.1.4.1 Commercial General Liability and Automobile Liability Coverages

- (a) The City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City of Tallahassee, members of the City Commission, boards, commissions and committees, officers, agent employees and volunteers.
- (b) The Contractor's insurance coverage shall be primary insurance as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- (d) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.142 Workers' Compensation and Employers' Liability and Property Coverage's
The insurer shall agree to waive all rights of subrogation against the City of Tallahassee, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Contract.

5.143 All Coverage's

- (a) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.
- (b) If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Contract and obtain damages from the Contractor resulting from said breach.
- (c) Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance. City named as "additional insured" as its interest may appear.

5.1.4.4 Deductibles and Self-Insured Retention's

Any deductibles or self-insured retention's must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

5.1.4.5 Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

5.1.4.6 Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

5.1.4.7 Subcontractors

Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

5.2 [OMITTED]

5.3 [OMITTED]

5.4 [OMITTED]

5.5 **INDEMNIFICATION**

5.5.1 The Contractor shall indemnify and hold harmless the City, and its officials, officers, and employees, from and against all claims for infringement of any United States Patent and all other claims, damages, losses, and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods, or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

5.5.2 In any and all claims against the City, or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause 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 any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

5.6 **EVALUATION OF SERVICES**

Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

5.6.1 The Contractor shall provide and maintain a quality control program acceptable to the City covering the services under this contract. If requested, complete records of all quality control work performed by the Contractor shall be maintained and made available to the City during contract performance and for as long afterwards as the contract requires.

5.6.2 The City has the right to evaluate all services called for by the contract, to the extent practicable at all times and places of work during the term of the contract. The City shall perform evaluations in a manner that will not unduly delay the work.

5.6.3 Evaluations conducted by the City shall be recorded on a standard City Vendor Performance Evaluation (VPE) form or other appropriate document. Completed VPE forms shall be processed as follows:

5.6.3.1 The City employee conducting the evaluation ("evaluator") shall send the original VPE form to the Contract Administrator.

5.6.3.2 The Contract Administrator shall forward a copy of the completed VPE form to the Contractor.

5.6.3.3 The Contractor shall furnish a written reply to the Contract Administrator within ten (10) workdays, on any VPE form which contains area rated "unsatisfactory". As a minimum, the Contractor's written reply must explain the courses of action the Contractor has taken to resolve the unsatisfactory findings and to prevent future unsatisfactory performance. The Contractor's written reply to a VPE form shall also be maintained with the contract filed at the PSO.

5.6.4 If any of the services do not conform with contract requirements, the City may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (a) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
- (b) Reduce the contract price to reflect the reduced value of the services performed.

5.6.5 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the City may:

- (a) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (b) Terminate the contract for default.

5.6.6 All completed VPE forms and other evaluation correspondence, shall become public record and may be used in evaluations for award of future contracts.

5.7 [OMITTED]

5.8 [OMITTED]

5.9 [OMITTED]

5.10 [OMITTED]

5.11 [OMITTED]

5.12 PROTECTION OF CITY BUILDINGS, EQUIPMENT, AND VEGETATION

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on City property. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the City, as the Contract Administrator directs. If the Contractor fails or refuses to make such repair or replacement in accordance with such directions, the City may make or contract for such replacement or repair, and, in such event, the Contractor shall be liable to the City for all related costs, which may be deducted from the contract price, and any amounts otherwise owed the Contractor, by the

Procurement Services Office. Such failure by the Contractor shall also be deemed a default and shall constitute grounds for termination of this contract, at the option of the City.

5.13 WARRANTY OF SERVICES

Definitions:

"Acceptance", as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

"Correction", as used in this clause, means the elimination of a defect.

5.13.3 Notwithstanding evaluation and acceptance by the Technical Representative or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contract Administrator shall give written notice of any defect or nonconformance to the Contractor within thirty (30) days from the date of acceptance by the City. This notice shall state either:

- (a) That the Contractor shall correct or re-perform any defective or nonconforming services; or
- (b) That the City does not require correction or re-performance.
- (c) If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.
- (d) If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

5.14 [OMITTED]

5.15 [OMITTED]

5.16 EXTENSION OF CONTRACT TERM (BILATERAL)

Upon mutual agreement between the Contractor and the City, this contract may be extended for three (3) years, at the conclusion of the basic contract term by written notice to the Contractor within 180 calendar days before the contract expires.

5.17 [OMITTED]

5.18 EXTENSION OF CONTRACT (not exceed six (6) months)

After completion of the basic contract period and any yearly extensions, the City may require continued performance of any services within the limits and at the rates specified in the contract. The extension provision may be exercised monthly or quarterly, but the total extension of performance hereunder shall not exceed six (6) months. The City may extend the services by written notice to the Contractor within thirty (30) calendar days.

5.19 EXTENSION OF SERVICES

The City may require continued performance of any services within the limits and at the rates specified in the contract. The extension provision may be exercised monthly or quarterly, but the total extension of performance hereunder shall not exceed six months. The City may extend the services by written notice to the Contractor within thirty calendar days.

5.20 PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful Respondent(s), purchases may be made under this response by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to respond any or all of these items independently.

5.21 REQUIREMENTS

- 5.21.1 This is a requirements contract for the supplies or services specified and effective for the stated Term. The quantities of supplies or services specified are estimates only. Except as this contract may otherwise provide, if the City's requirements do not result in placement of orders in the quantities described as "estimated" or "maximum", that fact shall not constitute the basis for an equitable price adjustment.
- 5.21.2 Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations and Requirements clause or elsewhere in this contract, the Contractor shall furnish to the City all supplies or services specified in the contract and called for by orders issued in accordance with the Ordering clause. The City may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- 5.21.3 Except as this contract otherwise provides, the City shall order from the Contractor all the supplies or services described in the Price Schedule that are required to be purchased by the City department(s) or division(s) specified in the contract.
- 5.21.4 The City is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- 5.21.5 If the City requires delivery of any quantity of an item before the earliest date that delivery must be made under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the City may acquire the urgently required goods or services from another source.
- 5.21.6 Any order issued during the Term of this contract and not completed prior to the end of such Term shall be completed by the Contractor within the time specified in the order. The

contract shall govern the Contractor's and City's rights and obligations with respect to that order to the same extent as if the order were completed during the Term.

5.22 [OMITTED]

5.23 [OMITTED]

5.24 **MATERIAL SAFETY DATA**

5.24.1 The contractor shall submit a Material Safety Data Sheet in, accordance with the requirements of 29 CFR 1910.1200(g) for all hazardous material identified and listed in the contractor's response. Data shall be submitted whether or not the contractor is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet before the use of any hazardous material shall result in termination of the contract with the contractor for default.

5.24.2. The list of hazardous material in effect at commencement of this contract must be updated during performance of the contract whenever the Contractor determines that any hazardous material not previously listed is to be delivered under this contract.

5.24.3 During performance of the contract, if there is a change in the composition of the item(s), which renders incomplete or inaccurate the data previously submitted, the Contractor shall promptly notify the Contract Administrator and submit complete and accurate data

5.24.4 Neither the requirements of this clause nor any act or failure to act by the City shall relieve the Contractor of any responsibility or liability for the safety of City, Contractor, or subcontractor personnel or property.

5.24.5 Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) regarding hazardous materials.

5.24.6 The City's rights in data furnished under this contract with respect to hazardous material are as follows:

5.24.6.1 To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(a) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing hazardous materials;

(b) Obtain medical treatment for those affected by the material; and

(c) Have others use, duplicate, and disclose the data for the City for these purposes.

5.24.6.2 To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (f) (1) of this clause, in precedence over any other clause of this contractor providing for rights in data.

5.24.6.3 The City is not precluded from using similar or identical data acquired from other sources.

5.25 PRE-PERFORMANCE CONFERENCE

5251 The Contract Administrator or Technical Representative of the City reserves the right to conduct a Pre-Performance Conference (PPC) to discuss issues that may affect performance on the contract. If the PPC is scheduled, the Contractor will be notified and will be required to attend. The Contractor will be notified of the date, time, and location of the PPC, and any need for attendance by subcontractors. At the conclusion of the PPC, the Contractor and other attendees will be asked to sign a PPC Checklist that outlines the topics discussed at the PPC and will be filed with the contract.

5252 The Contractor and all other attendees are cautioned that the PPC shall NOT be used as a forum for making changes to the terms and conditions in the contract. Changes to the contract shall be processed in accordance with the procedures provided for in the Changes clause of this contract.

5.26 FORCE MAJEURE

5261 Unless otherwise specifically provided in this Agreement, should a Force Majeure Event occur, the Contractor shall be excused from performance under this Contract to the extent, but only to the extent, such failure is caused by the Force Majeure Event.

5262 In the event of a strike or similar labor action, the Contractor shall use its best efforts to continue to perform its obligations and duties under this Contract, which efforts shall include, but not be limited to, engaging other or different subcontractors, utilizing other or different methods of performing the Contractor's duties and obligations, securing alternate sources for labor and materials, and taking all necessary steps to resolve any disputes with any laborers, unions, or suppliers, and subcontractors.

5263 The excuse from performance shall be no greater scope and of no longer duration than is reasonably required by the Force Majeure event, and the Contractor suffering such delay or prevention shall notify the City and use due diligence to remove the cause(s) thereof.

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