

CITY OF SANIBEL

REQUEST FOR PROPOSAL SPECIFICATIONS

Collection and Delivery of Residential and Commercial Solid Waste, Recycling and Horticultural Materials

RFP-PW-2-2024/SK

April 1, 2024



*Public Works Department
800 Dunlop Road, Sanibel, FL 33957
(239)472-6397*

PROPOSALS DUE BY: 5:00 PM, (ET) MAY 2, 2024

PRE-BID CONFERENCE: NONE

NO QUESTIONS WILL BE ACCEPTED AFTER: 5:00 PM, (ET) APRIL 22, 2024, all questions must be submitted in writing to scott.krawczuk@mysanibel.com and received by stated time.

SEALED ENVELOPES MUST BE MARKED WITH THE TITLE OF THE BID, BID NUMBER, NAME AND ADDRESS OF THE BIDDER.

Courier Packages (Fedex, UPS) shall clearly state on the outer packaging, the Request for Proposal Title and the Request for Proposal Number. If the proper information is not on the courier's outer packaging the Bid/RFP may be sent back to the Vendor without being opened and/or given consideration for that project.

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CITY OF SANIBEL

**REQUEST FOR PROPOSALS
COLLECTION AND DELIVERY OF RESIDENTIAL AND COMMERCIAL
SOLID WASTE, RECYCLING AND HORTICULTURAL MATERIALS**

ARTICLE 1 – GENERAL INFORMATION

1. **SCOPE OF SERVICES:** The Contractor shall collect material from City of Sanibel households and commercial establishments, and deliver those materials to a designated site or sites. The Contractor shall have the obligation collect and deliver at a minimum all horticultural, recycling, and solid waste, except infectious waste, hazardous waste, biohazardous waste, biological waste and sludge, from all residential dwelling, and all solid waste from commercial properties within the City limits.

2. **GENERAL:** This Request for Proposal (RFP) is issued by the City of Sanibel, Florida to obtain the services of a firm with relevant experience in Solid Waste Management interested in providing contract services for the collection and delivery of residential and commercial solid wastes, horticultural, and recycling materials. The City of Sanibel has a permanent population of approximately 6,940 residents, and a seasonal population of approximately 19,950. The City generated approximately 2,600 tons of non-hazardous solid waste, 1,100 tons of recyclables, and 3,200 tons of horticultural waste in 2016. The City generated approximately 4,340 tons of non-hazardous solid waste, 590 tons of recyclables, and 1,170 tons of horticultural waste in 2023. The City customer list is provided in the following table. The impacts of Hurricane Ian caused changes in the City’s residential and commercial, solid waste, recycling and horticulture customer base. The City anticipates that the customer base will return to pre-Hurricane Ian volumes during the term of this contract.

		DECEMBER 2016	FEBRUARY 2024
RESIDENTIAL		#OF CUSTOMERS	#OF CUSTOMERS
Single Family (Curbside)	1 X WEEK	3,930	3,922
Single Family (Backdoor)	1 X WEEK	43	42
TOTAL RESIDENTIAL		3,973	3,964

DUMPSTERS		#OF CUSTOMERS	#OF CUSTOMERS
2 CY	1 X WEEK	70	40
	2 X WEEK	39	11
	3 X WEEK	8	1
	4 X WEEK	1	0
4 CY	1 X WEEK	33	21
	2 X WEEK	39	10
	3 X WEEK	15	0
	4 X WEEK	1	0
6 CY	1 X WEEK	15	15
	2 X WEEK	27	5
	3 X WEEK	4	0
	4 X WEEK	1	0
8 CY	1 X WEEK	14	14
	2 X WEEK	19	14
	3 X WEEK	8	0
	4 X WEEK	2	0
	6 X WEEK	2	0
TOTAL DUMPSTERS		298	131

COMMERCIAL CAN		#OF CUSTOMERS	#OF CUSTOMERS
1 CAN	1 X WEEK	168	74
	2 X WEEK	36	16
TOTAL COMMERCIAL CAN		204	90

ROLL OFFS (AVG 20 CY CAN)	#OF CUSTOMERS	#OF CUSTOMERS
20 HAULS / MONTH	20	10
TOTAL ROLL OFFS	20	10

CONDO RECYCLING		#OF CUSTOMERS	#OF CUSTOMERS
96 GAL / TOTE	1 X WEEK	703	11
	2 X WEEK	21	0
64 GAL / TOTE	1 X WEEK	0	6
32 GAL / TOTE	1 X WEEK	0	8
14 GAL / BIN	1 X WEEK	79	0
TOTAL CONDO RECYCLING		803	25

This RFP is issued to provide potential Contractors with information, guidelines and rules to prepare and submit a Proposal. The submittal must satisfy the criteria established in the RFP to qualify for evaluation.

The City of Sanibel reserves the right to: 1) waive any informalities in the selection process; 2) accept or reject any or all proposals in part or in whole, with or without cause; 3) request additional information if appropriate; 4) limit and determine the actual contract services to be included in a final proposed contract; 5) reject all submittals if found by the City Council not to be in the best interest of the City; and 6) select a firm based on factors other than lowest cost.

3. **COMMENCEMENT OF WORK:** The work outlined in the specifications shall commence immediately upon receipt of a Notice to Proceed from the City. The City is seeking to negotiate a contract and franchise agreement (collectively “Agreement” as defined in Section 5 below) with the selected firm and to have that firm begin collection and delivery services on October 1, 2024.

4. **TERM:**

4.1. It is anticipated that the Agreement will be in effect from the date of acceptance by the City until September 30, 2029.

4.2. The City reserves the unilateral right to either exercise an extension of the Agreement or allow it to terminate on the termination date as specified in the Agreement. Potential for two (2) – two (2) year extensions.

4.3. An intent to extend or terminate the Agreement shall be communicated in writing by either the Contractor or the City not less than twelve (12) months prior to the expiration of the franchise period, but not more than eighteen (18) months prior to such expiration. The City is under no obligation to renew the Agreement.

5. **DEFINITION OF TERMS:**

To the extent applicable, all definitions contained in Section 403.703, Florida Statutes, shall constitute the definitions contained in this document. If any conflict appears in the definitions contained in this document and Sec. 403.703 F.S., Sec 403.703 F.S shall apply.

5.1 Agreement or Franchise Agreement – Shall mean the franchise agreement to be executed by the City and the awarded Contractor.

5.2 Authorized Representative – Any representative of the City designated as the City Authorized Representative for the purposes of this agreement, either in a provision of these Specifications or in written communication from the City Manager to the Contractor.

5.3 Bulky Waste – Any solid waste that requires additional management due to such bulk or weight and weighs greater than fifty (50) pounds and includes but is not limited to tires, furniture such as sofas and mattresses, and similar waste that can be placed in garbage truck hoppers and disposed in the Lee County Resource Recovery Facility.

5.4 Can or Garbage Receptacle – Any steel, plastic, aluminum, or galvanized receptacle or refuse bin of not more than thirty-five (35) gallons in size and shall be of the design that allows for easy lifting. These receptacles should have tight fitting lids. Plastic bags of heavy mil construction are also considered garbage receptacles. Receptacles pertain to residential or commercial use.

5.5 City – City of Sanibel, Florida

5.6 Commercial Collection Service – Service to include, but not limited to, commercial property including all hotels, motels, parks containing trailers and recreation vehicles, commercial (wholesale/retail), and institutional enterprises of all types. Commercial properties shall be all properties other than those listed in paragraph 5.27 below, including multifamily commercial service.

- 5.6.1 Multifamily Commercial Service shall mean service to residential dwelling or condominiums consisting of 5 or more units where a commercial Can or Container is suitable. These units shall be billed their required solid waste collection fee by the Contractor, and shall have recycling, horticultural and special pick-up services available to them, whether mandatory or voluntary.
- 5.7 Commercial Trash – Any and all accumulations of paper, rags, excelsior or other packing materials, wood, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of garbage, generated by the operation of stores, offices, and other business places. Commercial trash shall include furniture, appliances, car parts, tires, and all other accumulations not included within the definition of garbage and shall be included in the uniform level of service, if properly prepared in a manner consistent with the present level of service.
- 5.8 Construction and Demolition Waste – Waste materials generally considered being not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, resulting from the construction or demolition of a structure or from the renovation of a structure. Mixing of construction and demolition debris with other types of solid waste, including material, which is not from the actual construction or destruction of a structure, will cause it to be classified as other than construction and demolition waste.
- 5.9 Container – Any detachable container designed or intended to be mechanically dumped into a packer type garbage truck used by contractors and varying in size. Such container is to be maintained so as to be leak proof and rodent resistant.
- 5.10 Contractor – The person, firm, corporation, organization, or agency authorized by Franchise Agreement with the City to provide collection services.
- 5.11 Curb Service – Shall mean a refuse pick-up made adjacent to the curb or street line.
- 5.12 Customer – All persons, corporations, partnerships, or other entities owning residential units or owning or renting commercial property within a benefit unit that is within a contractor's service area and all other persons subscribing to the garbage and waste services as provided by the Contractor.
- 5.13 Extraordinary Waste – Shall include items which are not part of the normal Solid Waste stream, and which require extraordinary management and include by are not limited to abandoned automobiles and boats, waste oil, sludge, septic tank pumpage, land clearing debris and tree trunks greater than fifty (50) pounds.
- 5.14 Garbage – Shall mean animal, fruit and vegetable waste, either along or in combination with the other putrescible matter resulting from the handling, storage, sale, preparation, cooking, servicing or consumption of foods, which are subject to decomposition or decay. These wastes and the containers in which such items are packaged shall be contained to prevent the generation of noxious gases and odors, the breeding of flies and other insects and the feeding of rodents.
- 5.15 Hazardous Waste – Waste that is inherently dangerous in handling and disposal. These wastes include toxic chemicals, solvents, acids, bases, flammable wastes and explosives. Also included are all hazardous substances enumerated in United States Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA) and the Small Business Liability Relief and Brownfields Revitalization Act of 2002.
- 5.16 Holiday – Shall mean Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Years Day or those days approved the City for the contractor.
- 5.17 Horticulture Waste, Vegetative Waste, Garden Trash or Yard Waste - Solid waste that is an accumulation of lawn grass, or shrubbery cuttings, wood clippings and dry leaf rakings, palm fronds, tree branches, bushes or shrubs, green leaf cuttings, fruits or other matter usually created as refuse in the care of lawns and yards that does not exceed four feet in length or four inches in diameter. This does not include large branches, trees, or bulky and non-containerized material not susceptible to normal loading and collection

in packer type sanitation equipment used for regular connection from domestic households. Bundled limbs and tree trunk from tree trimmings not exceeding four feet in length and four inches in diameter may be placed at the curbside for residential pick-up. (Length limitation does not apply to palm fronds).

- 5.18 Industrial Waste – Any non-hazardous solid waste accumulations of metal, metal products, minerals, chemicals, rocks, building rubble, cement, asphalt, tar, oil, grease, crockery, rubber, rubber tires, bottle, cans, lumber, sawdust, waste from animal packing or slaughterhouses and other materials which may be created by an industrial, construction, or manufacturing operation.
- 5.19 Multiple Dwelling Units – Any building containing two (2) but not more than four (4) permanent living units, not including motels and hotels. Buildings containing over four (4) living units are classified as commercial accounts unless service of a different nature is approved by the City Manager or his/her designee.
- 5.20 Proposer – Any person, firm, corporation, organization, or agency submitting proposals for the work proposed or his duly authorized representative.
- 5.21 Rear Yard/Backdoor - Any physical location for the placement of refuse accumulations intended for residential service collection and disposal on the customer’s property that is not “curbside”.
- 5.22 Recoverable Materials – Any material which can be collected from customers and processed by a recycling facility for resale and effective reuse of the material.
- 5.23 Recycling Materials or Recyclables – Any material to be collected by the Contractor for the purposes of recycling at a City approved and identified recycling facility. Recycling materials include but shall not be limited to: newspaper, glass containers, aluminum cans and foil, steel cans, plastic, cardboard, magazines, phone books, Kraft bags or others as they may be identified by the City.
- 5.24 Refrigerant White Goods – Large, metal household appliances, which contain or may release refrigerants, including but not limited to refrigerators, freezers, air-conditioners, dehumidifiers, etc.
- 5.25 Refuse – Both rubbish and garbage or a combination or mixture of rubbish and garbage, including paper, glass, metal and other discarded matter, excluding recyclable materials.
- 5.26 Refuge Regulations – Regulations and ordinances prescribed by the City of Sanibel together with such administrative rules, regulations and procedures as may be established for the purpose of carrying out or making effective the provision of this agreement.
- 5.27 Residential Collection Service – The refuse collection service provided to persons occupying residential dwelling units within the designated area, who are not receiving commercial service.
- 5.28 Sludge – Any solid or semi-solid or liquid generated from any water or wastewater treatment plant, air pollution control facility, septic tank, grease trap, portable toilet and related operations, or any such waste having similar characteristics or effect.
- 5.29 Solid Waste – Solid waste means any garbage, rubbish, industrial waste, horticultural waste, extraordinary waste or other semi-solid material resulting from domestic, commercial, industrial, agricultural, or governmental operations including refuse and special waste, excluding hazardous waste, sludge, asphalt, tar, oil and grease, and excluding any hazardous substance as set forth in 40 CFR Part 261.
- 5.30 Solid Waste Disposal Facility – Any solid waste management facility, which is the final destination for solid waste.
- 5.31 Special Service – Any collection or disposal service provided which exceeds the uniform level of service provided under commercial or residential service systems and for which a special charge is applied.

- 5.32 Uniform Level of Service – Any and all garbage and trash, either commercial or residential, which conforms to the preparation and storage requirements of the Agreement.
- 5.33 Unsanitary Nuisance – The commission of any act or the keeping, maintaining, propagation, existence or the permission of anything by an individual, municipally, organization, corporation, or other legal entity by which health or life may be threatened or impaired or by which directly or indirectly disease may be caused. The following conditions defined as nuisances injurious to health include: treated and improperly treated human waste, garbage, offal, dead animals or dangerous waste materials from manufacturing processes harmful to human or animal life and are pollutant gases and noisome odors which are harmful to health, or to human and animal life: also the creation, maintenance or causing of any condition capable of breeding flies, mosquitoes, or other arthropods and rodents capable of physical harm and transmitting diseases directly or indirectly to humans.
- 5.34 White Goods – Includes discarded washers, dryers, refrigerators, ranges, water heaters, freezers, small air conditioning units, and other small domestic and commercial large appliances.

6. **INTERPRETATIONS:** All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the Proposal deadline; Failure to do so, on the part of the Proposer, WILL CONSTITUTE AN ACCEPTANCE BY THE PROPOSER of any subsequent decision.

All questions about the meaning or intent of this document shall be submitted to the City in writing to the attention of the Public Works Department at least ten (10) days prior to the proposal deadline. Replies will be prepared by the City for issuance by the City. Addenda will be issued electronically on DemandStar website to all parties recorded as having received the RFP documents. Questions received less than ten days prior to the date for opening of proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Receipt of all addenda shall be acknowledged by the Proposers in the appropriate place on the Proposal Form.

7. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed in the convicted list.

8. **DEFAULT:**

8.1 **Default by Contractor:** The following circumstances shall constitute Default on the part of the Contractor:

- a) The contractor has failed or refused to comply with, or by act or omission has violated, any material term of condition of the Agreement. The Contractor, on multiple occasions, fails to comply with any particular term of conditions of the Agreement except where such failure or violation is a result of circumstance beyond the Contractor's control to through excusable neglect, and if curable, has been cured prior to the public hearing required by Section 9. For the purpose of this section, financial reasons alone shall not be considered a circumstance beyond the Contractor's control;
- b) Failure of the Contractor to pay amounts owed to the City within thirty (30) days following the date they become due and owing;
- c) The Contractor has made an assignment of any portion of this Franchise Agreement for the benefit of creditors without the consent of the City;
- d) (i) The Contractor's or the Guarantor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or

(ii) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding instructed by or against the Contractor or the Guarantor under the laws of any jurisdiction, which proceedings has not been dismissed within sixty (60) days, or (iii) any action or answer by the Contractor or the Guarantor approving of, consenting to, or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of the Contractor or the guarantor which shall substantially interfere with its performance hereunder; provided, however, that with respect to the Contractor only under this Section 8.1 (c), a Default on the part of the Contractor under this Section 8.1 (c) shall not be deemed to have occurred primarily by a Default on the part of the City under Section 8.2 (b) or default of the Guarantor under the Guarantee.

8.2 Default by City: The following circumstances shall constitute Default on the part of the City:

- a) Persistent and repeated failure of the City to perform timely any agreed obligation except the failure of the City to pay amounts owed to the Contractor within thirty (30) days following the time they become due and payable;
- b) (i) The City's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding instituted by or against the City under the laws or any jurisdiction, which proceeding has not been dismissed within sixty (60) days, or (iii) any action or answer by the City approving of, consenting to, or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of the City which shall substantially interfere with the Contractor's performance.

8.3 Default Notices: Neither Party may exercise its termination rights pursuant to Section 9, as applicable, unless and until such Party shall have given the other Party written notice of its failure or refusal to perform pursuant to, as applicable, Section 8.1 (a) or (b) or 8.2(a). If a Default specified in a required Notice of Default is cured within thirty (30) days after such notice, no Default shall occur pursuant to such notice. The occurrence of a Default specified in Sections 8.1 (c) or (d) and 8.2 (b) shall not require any notice.

9. PROCEDURE FOR TERMINATION: The Franchise Agreement may be terminated in accordance with the following procedures:

- a) The City Manager shall notify the Contractor in writing of alleged violation constituting a ground for termination and give the Contractor ten (10) days, or such other greater amount of time as the City Manager may specify, to correct such violation or to present facts and argument in refutation of the alleged violation.
- b) If the City Manager then concludes that there is a basis for termination, the Contractor shall be notified thereof.
- c) If, within the designated time, the Contractor does not remedy and/or stop the alleged violation (or, if 10 (ten) days is inadequate to full remedy the violation, to promptly begin to remedy the alleged violation and diligently pursue remedy until completion), or present reasonable and satisfactory evidence that the alleged violation did not occur or occurred for reasons beyond the Contractor's control, the City Council, after a public hearing on thirty (30) days' notice, may direct the termination of the franchise, if it determines that such action is warranted.

9.1 Termination for Labor Unrest: If personnel employed by the Contractor and performing services pursuant to the Contractor's obligations under the pursuant Agreement shall go on a labor strike or slowdown, or is a work stoppage, walkout or secondary boycott shall occur, for any reason or cause whatsoever, and such act or event effectively prevents the Contractor from performing its material obligations under the pursuant Agreement, the City may, in its sole discretion, by notice to the Contractor, terminate this Agreement immediately.

9.2 Termination by Law: If the franchise or the City's direction of Solid Waste under the Agreement becomes unenforceable, then the City or the Contractor may terminate the Agreement immediately. In the event of such termination neither the City nor the Contractor shall have any legal or equitable remedy against the other for

such termination except to the extent provided in Section 9.3, except when the Contractor violates the above agreement Section 9.3 shall apply on a City termination.

9.3 **Remedies:** If the Contractor terminates the Agreement pursuant to Section 8.2, the Contractor shall have the right to seek legal and equitable remedies provided by law for such Default.

If the City shall terminate the Agreement pursuant to Sections 8.1 or 9.1, the City shall have the right to seek legal and equitable remedies provided law for such Default and termination right, respectively, and the City shall have the right to call the Performance Bond or Letter of Credit and shall be free to negotiate with other contractors or any other person or company for the service of the Franchise Area.

ARTICLE II – QUALIFICATION REQUIREMENTS

1. **PRE-PROPOSAL CONFERENCE:** None.
2. **COPIES OF REQUEST FOR PROPOSALS:** Said proposal should conform to the specifications outlined in the request for proposal documentation. Instructions for preparation and submission of a proposal may be obtained by visiting the City website at <https://www.mysanibel.com/government/public-works-department/useful-links/city-bids> or contact Public Works at (239) 472-6397.
3. **SUBMITTAL OF PROPOSAL:** Firms shall submit an original and three (3) copies of the proposal. Proposals must be submitted by the date and time indicated on the attached Legal Notice (Exhibit A) **PROPOSALS NOT SUBMITTED BY THAT TIME WILL BE REJECTED.** The time as indicated in the clock in the Department of public works meeting room is considered the official time. Faxed or e-mailed submittals will not be accepted.

Proposals shall not be valid unless sealed in a single envelope or box marked:

PROPOSAL FOR FRANCHISE COLLECTION AND DELIVERY OF RESIDENTIAL AND COMMERCIAL SOLID WASTE, RECYCLING, AND HORTICULTURAL MATERIALS

By mail, courier or delivered in person to the Sanibel Department of Public Works, 750 Dunlop Road, Sanibel, Florida 33957, Attn: Deputy Public Works Director Scott Krawczuk.

Upon submission, all proposals become the property of the City of Sanibel and are subject to public records law.

3.1 The Statement of Qualifications:

The Statement of Qualifications will be used by the City as part of the overall review of the submitted proposal. The Statement of Qualifications shall include:

- 3.1.1 A Proposal Bond or certified check or cashier's check shall be included, payable to the City of Sanibel in the dollar amount of \$100,000.00 as a guarantee to enter into and complete the Performance Bond in the amount of \$1,000,000.00 within the fifteen (15) calendar days from date of written Notice of Award. Proposer must provide a Letter of Commitment from a State of Florida licensed bonding company to provide a Performance Bond for service as a proposal. The Letter of Commitment must specifically accept the Performance Bond language stipulated by the City of Sanibel in this proposal.
- 3.1.2 The \$100,000.00 Proposal Security will be retained until Proposer has executed an Agreement, whereupon the Proposal Security will be returned. The Proposal Security of other Proposers whom the city believes to have a reasonable chance of receiving the award may be retained by the City until the effective date of the Agreement, whereupon Proposal Securities furnished by such Proposers will be returned. Proposal Securities with proposals, which are not being considered, will be returned with ten (10) calendar days after the proposal opening.
- 3.1.3 An acknowledgment of receipt of any Addenda.

3.2 The Price Proposal:

The Price Proposal shall include:

- 3.2.1 A Proposal Form
- 3.2.2 Price Template
- 3.3 Any written proposals, correspondence and all records pursuant to this RFP shall be opened and made public in compliance with Florida Law.

4. **QUALIFICATION AND SELECTION PROCESS:** The City will consider qualifications and price proposals and select a potential Contractor with which it may execute an Agreement. It is the City's intent to award this contract to the Proposer who, in the sole opinion of the City, best satisfies the City's interests.

4.1 **Qualification Process:**

- 4.1.1 The City will receive all qualified proposals in response to this RFP.
- 4.1.2 Proposals shall be reviewed by City staff members. Staff will determine and prepare a "shortlist" of the highest ranked proposals based on the documentation submitted and the point table listed in Article II No. 12. Basis of Award. The short-listing of Proposers shall be based on the staff's ability to differentiate qualifications applicable to the scope and nature of the services required by this request. Any Proposer found non-responsive and/or not meeting qualifications shall have their proposal returned.
- 4.1.3 Staff will base its recommendations principally on documents provided with the proposal. However, staff reserves the right to make additional inquiries, interview some or all proposers, make site visits or any other action it deems necessary to fairly evaluate all proposers.
- 4.1.4 Staff may request that each short-listed firm make a presentation and be available for an interview. (All expenses, including travel expenses for interviews, incurred in the preparation of the proposal shall be borne by the Proposer). After presentations and interviews have been completed, the Proposers shall be rank by City Staff.

5. **ENFORCEMENT:** The City will strictly enforce all of the provisions of the resulting franchise agreement including penalty clauses for any performance problems. The selected Proposer shall not be allowed rate increases on the basis that their proposal rate was too low. Non-performance of the Agreement or a request for a rate increase, either of which are attributed to the selected Proposer accepting the franchise award at an insufficient rate, may result in termination of all residential and commercial collection services.

6. **QUALIFICATION REQUIREMENTS:**

To qualify for consideration, a Proposer must meet collection, delivery, customer service experience and financial requirements as outlined in the following sections:

- 6.1 **Experience Requirements:** Proposers shall demonstrate experience in the collection and delivery of residential and commercial horticultural, solid waste and recycling materials. Proposer's experience may include the work of Proposer's parent, affiliate or subsidiary companies (collectively "related entities") and the Proposer's principals, officers, and other key staff of such related entities. The Proposer shall demonstrate the following as a minimum:

- a) Two (2) years or more of experience in collection and delivery of residential and commercial horticultural, solid waste, and recycling materials with similar to or larger service areas than the City of Sanibel's franchised area. The legal description of the City of Sanibel is outlined in Exhibit B.
- b) Proposer shall have a successful record of experience with at least two (2) solid waste collection and delivery contracts of at least two (2) years duration. Each contract shall have service area greater than a combination of 15,000 single-family homes, multi-family units (mobile homes, condominiums, apartments, etc.) and commercial units for collection and delivery. This record must show the names of local governments, description of the project, dates of service and a contact person and telephone number.
- c) List three (3) to five (5) references of persons with knowledge of your contract performance with a local government.
 1. All reference contacts are to be available to discuss the services of your firm for their local government. If the contact person is not available within two workdays, the City may disqualify the submitted reference.

2. All references shall be local government employees in the field of Solid Waste.
 3. All references shall be for governmental entities and areas (city, county, township, etc.) servicing communities of similar or greater size and scope to the City.
- d) Proposer shall show that they have or can acquire operational and maintenance facilities within Lee County, Florida.
 - e) Proposer shall describe (and provide exemplar pictures of) fleet equipment proposed for use in the franchised service area that has the capability to collect (a) garbage; (b) yard waste; (c) recyclables and (d) special pick-ups. Proposer must demonstrate to the satisfaction of the City that all equipment needed to adequately serve the City is located in Lee County, Florida, no later than July 31, 2024.
 - f) Proposer shall briefly describe existing recycling fleet and proposed recycling equipment for collection of recyclables from curbside for the service area. Clearly describe the types of recyclable materials being collected and delivered.
 - g) Proposer shall name two local governments serviced by the Proposer where the recyclables are collected at curbside and the materials are delivered to a Recycling Facility.
 - h) Proposer shall describe the customer billing and payment collection methods used for residential and commercial customers for at least two contracts. Specifically discuss methods used to reduce delinquent payments.
 - i) Proposer shall describe the customer service methods used for at least two (2) contracts. Describe how customer complaints are addressed.
 - j) Describe the corporate organization. Identify the involvement and legal relationship, as well as the controlling or directing entity, with respect to any related entities, partners, or joint ventures.
 - k) Submit an organizational chart demonstrating the Contractor's management and supervisory staff to be assigned to the proposed franchise area. Provide a resume of key staff personnel to be assigned within Sanibel. Resumes of key staff personnel (e.g., principals, officers, account managers, operations staff, etc.) that held positions for related entities for which proposer is submitting to meet experience requirements shall be clearly identified by position and tenure for the Proposer, as well as for the related entity.

6.2 Financial Requirement: Properly certify all statements by the appropriate officer attesting to the accuracy and credibility of all financial information submitted. **No Proposer or franchise holder may own or have a financial interest in more than ten percent (10%) of any other bidder or franchise holder whether such ownership occurs by the Proposer through a parent, subsidiary or holding company or any other business entity.**

- a) Submit an Annual Audited Certified Financial Statement or equivalent audited statement for the operation for the past two years, including a revenue/income statement.
- b) Show proof of the organization's ability to provide the required insurance for liability and property damage and Performance Payment Bond for \$1,000,000.00 (written statements and letters from insurance and bonding companies license in the State of Florida) for the franchised bid area. An Irrevocable Letter of Credit will be considered in lieu of a Performance and Payment Bond.
- c) If any surety of bonding company has ever been required to perform upon a default associated with your operation, name the surety or bonding company, date, amount of bond, and the circumstances of the default.
- d) Submit copies of the signature page of current active contracts with a similar scope with at least two entities. Discuss any contracts or agreements over \$100,000.00 in value that have been canceled or voided

in the past ten years. Describe the circumstances of the canceled contract(s) and identify the city, county, township, etc., and provide a contact person in the position of senior level management fully aware of these circumstances.

- e) Provide a list of pending and resolved claims or lawsuits over \$1,000,000.00 filed against the corporation or its officers or principals, or the municipality in the past ten (10) years related to collection, delivery or disposal of solid wastes and recyclables. Provide a synopsis of the circumstances and the resolutions.
- f) Identify the Guarantor of the proposed contract.
- g) Describe any changes in the mode of conducting business, bankruptcy proceedings, or mergers or acquisitions that may have occurred in the past ten (10) years.

6.3 Format of Qualifications Requirements: The following is to be submitted with Proposal:

- a) Letter of Intent
- b) The Proposer shall submit an Executive Summary, which does not exceed three pages.
- c) The Proposer shall submit their qualifications demonstrating compliance with Section 6 above. Qualification responses shall be separated and numbered to conform to the items in Section 6.

6.4 Qualifications of Surety Companies: In order to be acceptable to the City, a Surety company issuing Proposal Guaranty Bonds or Performance Bonds in the amount listed, called for herein, shall meet and comply with the following minimum standards:

- a) All Sureties for City of Sanibel projects must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.
- b) Attorney-in-Fact who sign proposal bonds or performance bonds for City projects must file with such bonds a certified copy of their Power of Attorney to sign such bond.
- c) Agents of Surety companies must list their name, address and telephone number on all bonds.
- d) The life of all bonds provided to the City shall contain a waiver of alternation to the terms of the Agreement, extensions of time and /or forbearance on the part of the City.

Sureties on projects in excess of \$500,000.00 shall be rated through A.M. Best as well as meeting the below provisions:

- a) Surety must have twice the minimum surplus and capital required by Florida Insurance Code at the time of proposal solicitation.
- b) Surety must be in compliance with all provisions of the Florida Insurance code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS. 31 U.S.C. 9304-9308.
- c) The Surety shall be rated as "A-" or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best's Key Rating Guide, published by A.M. Best Company.
- d) Surety must have fulfilled all its obligations on all other bonds previously given to the City.
- e) Surety must have a minimum underwriting limitation of \$10,000,000.00 published in the latest edition of the Federal Register for Federal Bonds (U.S. Dept. of Treasury).

6.5 Letter of Credit: At the time during the life of the letter of credit, should the rating of the financial institution fall below both of the minimum rating as indicated in the Documents, or should the financial institution become insolvent, the Proposer must, within five (5) calendar dates after notification by the City:

- a) Replace the existing letter of credit with a replacement letter of credit from a financial institution with either of the minimum rating as specified in the Documents; or
- b) Have the existing letter of credit confirmed by a financial institution with either of the minimum rating as specified in the Documents.

At the City's option, the letter of credit may be replaced by a Performance Bond in accordance with the City's existing bond policies.

6.6 Financial Institutions / Letter of Credit: In order to be acceptable to the City, a financial institution issuing 100% Letter of Credit, called for in this proposal document, shall meet and comply with the following minimum standards:

- a) The Letter of Credit is "clean" and "irrevocable".
- b) An exact expiration date.
- c) A specific amount of the Letter of Credit, in U.S. dollars.
- d) The method of disbursement of draws against the Letter of Credit.
- e) The street address where draws against the Letter of Credit may be made.

At time of issuance of the Letter of Credit, the financial institution must have a minimum "peer group" rating of 50 in the latest Shehunoff Quarterly Listing or a minimum rating of 125 in the latest IDC Bank Financial Quarterly Listing.

Letters of Credit from financial institutions which do not meet either of the minimum ratings indicated in the above must be confirmed by a financial institution with either of the minimum ratings indicated above.

All financial institutions which issue or confirm any Letter of Credit must be authorized by the Secretary of State to do business in the State of Florida and shall show proof of same upon request by City staff and agree to venue in Lee County.

In addition to the institutions meeting the aforementioned requirements, the Federal Home Loan Bank of Atlanta is authorized to issue and confirm Letters of Credit which are in accordance with the provisions above and all subsequent sub-paragraphs, with the exception of venue in Lee County.

These actions shall be in effect until a satisfactory replacement bond or Letter of Credit is accepted by the City. The resulting Agreement shall so provide for replacement of confirmation in accordance with this policy.

7. PROPOSAL PROTEST PROCEDURE: Any person or firm who is affected adversely by the City's decision or intended decision may protest to the City in accordance with Exhibit C, City of Sanibel, Resolution of Bid Dispute.

8. SIGNATURES:

Signatures shall be required as follows:

Proposal by a corporation must be manually executed in the corporate name, by the President or Vice President (or other corporate officer, accompanied by written evidence of authority to so sign). The corporate seal must be affixed and attested by the Secretary or Assistant Secretary. The corporate address and State of incorporation must be shown below the signatures.

Non-resident corporations shall furnish to the City a duly certified copy of all requested authorizations to transact business in the State of Florida along with the proposal.

Proposals by a partnership must be manually executed in the partnership name and signed by a partner whose title must appear under the signature. The official address of the partnership must be shown below the signature.

Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument a certified and effectively dated copy of their power of attorney.

All names must be typed or printed below the signatures. Proposal errors shall be handled as follows:

- 1) Where proposals have erasures or corrections, each erasure or correction must be in ink or initialed in ink by the Proposer.
- 2) In the case of unit price proposals, if an error occurs in the extension of an item, the unit price in words (as shown in the proposal) will govern.

Any blank spaces on the Proposal Form, qualifying notes, exceptions, counter offers, lack of required submittals, signatures, or failure to submit a proposal on the City's form may cause Proposer to be declared non-responsive.

9. LOCAL VENDOR PREFERENCE:

The Sanibel Code of Ordinance, Part II – Sanibel Code, Chapter 2 – Administration, Article IV - Finance, Division 4 - Contracts and Purchases, Section 2-230 Competitive Sealed Bids, (k); provides for a “local vendor preference” which provides for a preference to local city and local county businesses.

The City of Sanibel shall grant a 5% local preference to any local city business or local county business in purchasing and contracting with competitive sealed bids.

A local city business means the business or vendor has (1) a valid local business tax receipt, issued by the City of Sanibel at least 6 months prior to a bid submission, to do business within the City of Sanibel and that authorizes the business to sell goods or services or to engage in construction, and (2) a physical non-residential business address located within the City of Sanibel from which the vendor is operating or performing its business, and at which it maintains full-time employees who receive from the local business a regular paycheck from which deductions are made for employment related payroll taxes including, but not necessarily limited to, social security and Medicare.

A Local county business means the business or vendor has: (1) a valid local business tax receipt, issued by Lee County, or a municipality within Lee County other than the City of Sanibel, at least six months prior to a bid submission, to do business within unincorporated Lee County, or a municipality within Lee County other than the City of Sanibel, and that authorizes the business to sell goods or services or to engage in construction; and (2) a physical nonresidential business address located within unincorporated Lee County, or within a municipality within Lee County other than the City of Sanibel, from which the vendor is operating or performing its business, and at which it maintains full-time employees who receive from the local business a regular paycheck from which deductions are made for employment related payroll taxes including, but not necessarily limited to, Social Security and Medicare.

Establishment as local city business or local county business. To establish that a vendor is either a local city business or local county business, as defined herein, a vendor shall provide written confirmation of compliance with the definitions for each such local business, as defined above, at the time of submitting a bid. Post office boxes are not verifiable and shall not be used for purposes of establishing the required physical business address. A vendor who misrepresents the local preference status of a firm in a bid submitted to the city will lose the privilege to claim local preference status for a period of three years.

When a responsible and responsive non-local business submits the lowest price bid, the lowest bid submitted by a responsible and responsive local city business or local county business is within 5% of the lowest bid, then the lowest bidding local city business or local county business shall be awarded the bid. In the event that a local city business and a local county business are scored as an exact tie as the low bids for the award, the local city business shall be deemed the successful bidder.

10. PUBLIC RECORDS:

Unless specifically exempted by Florida law, in whole or in part, contractor shall comply with the requirements of Section 119.0701, Florida Statutes, which requires a City contractor, as defined therein, to comply with public records laws, and specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- e. As required by Section 119.0701(2)(a), the following contact information is provided to the CONTRACTOR in the format required by statute:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

SANIBEL CITY CLERK
800 DUNLOP ROAD
SANIBEL, FLORIDA 33957
(239) 472-3700
scotty.kelly@mysanibel.com

11. E-VERIFY:

In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its sub-contractor must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- (a) CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. CONTRACTOR shall maintain a copy of the sub-contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- (b) The OWNER, CONTRACTOR, or any sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- (c) The OWNER, upon good faith belief that a sub-contractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR, and CONTRACTOR shall immediately terminate the contract with the sub-contractor.
- (d) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon

termination of this Agreement by the OWNER for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the OWNER as a result of termination of any contract for a violation of this section.

- (e) Subcontracts. CONTRACTOR or sub-contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the sub-contractor to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in this section.

12. CONTRACTOR LITIGATION DISCLOSURE FORM:

Instructions: Please fill out the following form accurately and completely. Failure to disclose any current or past litigation may result in disqualification from the bidding process.

Contractor Information

Company Name: _____

Contact Person: _____

Phone Number: _____

Email Address: _____

Address: _____

Litigation Disclosure

Have you or your company been involved in any litigation or binding arbitration (collectively "litigation") within the past 5 years? (Please check one)

- Yes
- No

If "Yes," please provide details below for each litigation case using the forms that follow.

Contractor Litigation Disclosure Form
(continued)

Case Style or Title: _____

Court or Arbitration Name and Venue of Litigation: _____

Case Number: _____

Nature of Litigation: _____

Status of Litigation: _____

Outcome of Litigation (if resolved): _____

Please provide any additional details you believe are relevant to the disclosed litigation:

Contractor Litigation Disclosure Form
(continued)

Case Style or Title: _____

Court or Arbitration Name and Venue of Litigation: _____

Case Number: _____

Nature of Litigation: _____

Status of Litigation: _____

Outcome of Litigation (if resolved): _____

Please provide any additional details you believe are relevant to the disclosed litigation:

Contractor Litigation Disclosure Form
(continued)

Case Style or Title: _____

Court or Arbitration Name and Venue of Litigation: _____

Case Number: _____

Nature of Litigation: _____

Status of Litigation: _____

Outcome of Litigation (if resolved): _____

Please provide any additional details you believe are relevant to the disclosed litigation:

Contractor Litigation Disclosure Form
(continued)

Certification

By submitting this form, I certify that all information provided is true and accurate to the best of my knowledge.

Printed Name: _____

Signature: _____

Date: _____

Submission Instructions

Please submit this form along with your bid documents. Incomplete or inaccurate forms may result in disqualification from the bidding process.

This form is designed to gather essential information from contractors regarding their involvement in any litigation, ensuring transparency and compliance with state regulations during the bidding process in Florida.

12. BASIS of AWARD:

Proposals will be evaluated according to the following criterial at a minimum:

1.	Qualifications/Capabilities on Similar Sized Projects – 10 points.
2.	Municipal Experience/Understanding, Litigation History Related to Experience, and Firm Location– 20 points.
3.	Key Staff Project Understanding and Approach, Staff/Office Ability, – 20 points.
4.	Equipment and Resources Proposed for Requested Services – 20 points.
5.	Price Template Proposal – 30 points.

13. PROPOSAL FORMAT:

Proposals shall include the following information at a minimum:

- a) Article II No. 3.0 Submittal of Proposal
- b) Article II No. 3.1 The Statement of Qualifications
- c) Article II No. 3.2 The Price Proposal
- d) Article II No. 6.0 Experience Qualification Requirements
- e) Article II No. 6.2 Financial and Personnel Requirement
- f) Article II No. 6.3 Format of Qualification Requirement
- g) Article II No. 6.4 Qualification of Surety Companies
- h) Article II No. 12 Contractor Litigation Disclosure Form

ARTICLE III – PERFORMANCE SPECIFICATION

The purpose of these specifications is to provide a framework for accomplishing solid waste collection and recycling tasks, which result in maintaining a sanitary environment for the residents of Sanibel, Florida. The specifications area presented in three sections:

- 1.0 General Specifications;
- 2.0 Residential Collection Specifications; and
- 3.0 Commercial Collection Specification.

The intent of the work is to collect all contained and uncontained solid waste meeting City requirements and recyclable materials placed for collection each day. The services will be governed by the general specifications of the Agreement identified in Section 2.0 and the performance specifications related to each service component identified in Sections 2.0 and 3.0. The performance specifications are an integral part of the Request for Proposal and subsequent agreement.

1.0 GENERAL SPECIFICATIONS:

General Specifications apply to all residential and commercial collection services.

1.1 General Responsibilities of the Contractor:

The Contactor shall comply with all Federal, State and Local laws.

The Contractor shall provide mandatory residential solid waste, horticultural and recycling collection service in the service area, and shall be responsible for the billing and collection of fees for these services. The right to provide such collection and delivery services in the service area shall be exclusive to the Contractor except as provided below. Therefore, it is the intent for the Contractor to maintain residential areas within the service area in a clean condition free of unsanitary nuisances. The Contractor shall therefore provide collection of residential materials on the right-of-way within residential areas.

The Contractor shall provide mandatory commercial solid waste collection services in the service area, which shall be an exclusive right to the Contractor except as provided below. The Contractor shall also provide optional and voluntary commercial collection service for horticultural, recycling, Bulky Waste and White Goods. The Contractor shall be responsible for the billing and collection of fees for commercial collection services and disposal costs.

The franchise grant shall be deemed exclusive. No other person or entity except the Contractor may offer or provide residential solid waste, horticulture or recycling collection service or commercial solid waste collection service in the area. The City agrees to assist the Contractor in taking timely action to enforce City ordinances against any entity violating this provision. However, the City reserves the right at any time to grant an additional franchise or franchises to qualified applicants if and when the City Council shall determine that the public health and welfare would best be served by such additional franchise or franchises. In making such determination the City Council will take into consideration, at a minimum, the following:

- (a) Whether the public health, safety and welfare are adequately protected and served by the current Operator;
- (b) Whether the granting of an additional franchise will be in the City's net long-term best interest;
- (c) Whether the applicant is qualified and is willing and able to certify that it will meet the standards under which the Operator is then providing service.

Roll-off and compactor solid waste collection services shall be exclusive to the Contract or for existing and new commercial accounts except as provided above. The Contractor may not discontinue any mandatory service to any active commercial or residential customer without prior written approval from the City.

1.2 Days and Time of Collection:

Scheduled dates of collection are limited to Monday, Tuesday, Wednesday, Thursday, Friday and Saturday. No regularly scheduled collection is allowed on Sunday. Residential Collection services shall be provided between the hours of 6:30 a.m. and 5:00 p.m., Monday through Saturday. Commercial Collection Services shall be provided between the hours of 7:00 a.m. and 5:00 p.m. All requests to change the days and times of collection must be submitted to the City for approval. The Contractor shall strictly adhere to the required days and times for collection.

1.3 Holidays:

The Contractor shall provide collection services on all national holidays, except Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Years Day, or those days approved by the City for the Contractor. The Contractor shall attempt to follow a policy of one-day late collections in observation of a holiday. The Contractor shall advertise in the local community newspaper and distribute informational flyers or other means available to inform the residents of the City of the holiday schedule no earlier than one week and no later than two days before the holiday.

1.4 Spillage:

The 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 the hauling, all solid wastes, horticultural waste and recyclable material shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event of any alleged spillage or leakage, the Contractor shall promptly clean up all spillage and leakage at no cost to the City of Sanibel.

1.5 Hazardous Waste, Biohazardous or Biomedical Waste and Sludge:

The Contractor shall be prohibited from collecting and disposing of Hazardous Waste, Biohazardous, or Biomedical Waste, Radioactive Waste or Sludge with the collection of municipal solid waste and recyclables. The Contractor may offer separate specialized collection and hauling service. All such collection service and hauling service are not regulated or exclusive under this Agreement, but if provided by the Contractor shall be in strict compliance with all federal, state and local laws and regulations.

1.6 Extraordinary Waste:

The Contractor shall not be required to collect and dispose of extraordinary waste with the collection of municipal solid waste and recyclables. The Contractor may offer separate specialized collection services. All such collection services are not regulated or exclusive under this Agreement, but if provided by the Contractor shall be in strict compliance with all federal, state and local laws and regulations.

1.7 Schedules, Routes and Literature:

The Contractor shall submit detailed route maps to the City at least thirty (30) days prior to start of the operations. The routes will show the area to be collected, the starting point for collection and the exact direction of travel and order of travel through streets and alleys to be collected. Routes shall be numbered and the days of collection specified. Collection days shall be the same as the present contract (See Exhibit D). The City will notify the Contractor of any required changes not less than fourteen (14) days prior to the start of services under this Agreement.

Any subsequent changes of any routing after the start of operations must be submitted to the City thirty (30) days prior to implementation. All such changed routes must be documented in the same detail as the original maps supplied by the Contractor. Not less than two (2) weeks prior to implementing any changes in routes or collection schedules which alters the days of collection, and the Contractor must notify each customer affected. Notice shall be made in writing to each individual customer.

The Contractor shall provide mailing lists or labels or shall agree to distribute literature provided by the City to all customers not less than once per year.

1.8 Manner of Collection:

The Contractor shall collect solid waste materials, horticultural waste and recyclables with as little disturbance as possible and shall leave the container and cover at the same point it was collected. The Contractor shall exercise all reasonable care and diligence in the collection process. Every effort must be made to prevent spilling, scattering or dropping materials during the collection process. However, in the event that material is spilled, scattered or dropped, the operator shall immediately clean up the material, place it in the container and dump the container. Containers must be replaced in an upright position. If the container falls over, the operator must immediately reset the container.

The Contractor acknowledges that waste collection points on rights-of-way are frequently co-located with other utility easements. Therefore, particular attention must be given to the location of water meters, transformers, guy wires, utility poles and irrigation structures. Authorization to use the easement does not abrogate the Contract's responsibility to exercise caution in relationship to the property of other authorized users.

1.9 Collection Equipment:

The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Agreement. Upon execution of this Agreement and semi-annually thereafter, the Contractor shall provide in a format specified by the City, a list of the equipment to be used by the Contractor to provide services relating to this Agreement. Solid Waste collection equipment shall be of the enclosed loader packer type, or other equipment approved by the City, and all equipment shall be kept in good repair, appearance, and in sanitary, clean condition at all times (i.e., washed at least once per week). Recycling collection equipment shall be in compliance with the requirements of the Lee County Solid Waste Facility. Recycling collection vehicles shall be used separately from other solid waste collection vehicles and shall be designed to minimize glass breakage. All trucks and equipment must be approved by the City and must be compatible for unloading at the Recycling Facility and the Waste to Energy Plant. Equipment utilized for the collection of recycling materials shall be clearly identified for that purpose. The Contractor shall have available reserve equipment, which can be put into service within two (2) hours of any breakdown. Such reserve equipment used shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. The maximum size compactor truck used for residential collections shall be 30 cubic yards. The City consists of multiple narrow roadways with limited access and it is the responsibility of the Contractor to inspect and ensure adequate and safe service. If smaller equipment is required in certain areas, the Contractor shall provide the smaller equipment as necessary.

The Contractor's vehicles, roll-offs, dumpsters and other equipment must be clearly identified with the name, phone number of the company's local office and equipment number on each side of the equipment. Letters and numbers shall be at least six (6) inches high and of proportionate width. This identification shall be affixed to each vehicle and piece of equipment. The Contractor shall provide the City a list of equipment used in the service area, including equipment number. All vehicles must be kept clean (i.e. washed at least once per week), in sanitary condition, good repair and meet community standards of appearance at all times. The City shall be the sole judge of community standards of appearance. At a minimum, all compactors, dumpsters and other Contractor owned containers are to be cleaned (washed) and sanitized at least twice annually. The noise level for the collection vehicles during the stationary compaction process shall not exceed the limits defined in the City's noise ordinance. All vehicles, containers (except roll-offs), transfer trailers, etc. must have enclosed tops.

1.10 Public Information Program:

It shall be the Contractor's responsibility to provide written information to those customers who do not prepare or set out their solid wastes or recyclable materials as specified within the Agreement. It shall also be the Contractor's responsibility to distribute written public information from the City to the customers at least once per year if requested. All information related to the solid waste services shall be approved by the City prior to the preparation of the documents for distribution. No information regardless of the source shall be provided to the customers without the prior approval of the City.

1.11 Franchise Fee:

To compensate the City of Sanibel for the right of exclusive collection service and the cost of administration, supervision and inspection rendered for the effective performance of this Agreement, the Contractor shall pay to the City of Sanibel a percentage fee on all gross revenues charged arising out of any services or operations covered by this agreement conducted in the service area. Franchise fees shall be payable within thirty (30) days of the last day of each month. A late charge of the monies due for the franchise fee may be assessed on the monies due.

1.12 Contractor Personnel:

- 1.12.1 The Contractor shall assign a qualified person or persons to be in charge of the operations within the service area and shall give the name(s) of the person(s) to the City.
- 1.12.2 The Contractor's solid waste and recyclable collection employees shall wear a uniform, including a shirt bearing the company's name during operations.
- 1.12.3 Each driver of a collection vehicle shall at all times carry a valid Florida driver's license for the type of vehicle that is being driven.
- 1.12.4 The Contractor shall provide operating and safety training for all personnel.
- 1.12.5 The Contractor's employees shall treat customers in a polite and courteous manner.

1.13 Office and Equipment Yard:

The Contractor shall maintain an office within Lee County where requests for service and complaints shall be received. The office shall be established no later than September 1, 2024. It shall be equipped with sufficient telephones and shall have responsible persons in charge during collection hours and shall be open during normal business hours: 8:00 a.m. To 5:00 p.m., Monday through Friday. The Contractor shall provide an answering machine during non-office hours for customer requests. Questions shall be responded to no later than the following business day. The Contractor shall provide a contact person for the City to reach during all non-office hours. The contract person must have the ability to direct immediate Contractor action for City requests in emergency situations requiring immediate attention. An Equipment Yard must be established within Lee County prior to the commencement of operations under this Agreement. Equipment Yard means a real property location that shall be utilized by the Contractor for the storage and keeping of all equipment needed by the Contractor to provide all services under this Agreement in the service area. Office location and equipment yard shall be maintained in a clean condition and meet community standards of appearance.

1.14 Complaints:

The goal of this operation is to minimize complaints by requiring the Contractor to resolve all problems as soon as possible. For example, each missed garbage/recycling collection must be picked-up on the same day it is missed. All complaints related to collection services received by the City shall be directed to the Contractor for resolution. The City may issue a "Request for Action" to the Contractor with a reference number. The Contractor shall make contact with the complainant within one workday. The complaint must be resolved within one workday after it is received by the Contractor. When the complaint has been resolved, the Contractor shall forward a memorandum to the City with the reference number with a brief explanation of the resolution. When the complaint cannot be resolved within two workdays, interim explanations will be forwarded to the City until resolved. In the event the complaint cannot be resolved, the City shall resolve the problem, which may include charging the Contractor for any/all costs.

The 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 actions of the Contractor's employees, agent, or sub-contractors.

1.15 Public Welfare:

The City shall have the power to make changes in or to impose new and reasonable rules and regulations on the Contractor under this Agreement relative to the method of collection and disposal of Garbage, Trash, Bulky Trash, Horticultural Waste or Recyclable Materials as shall from time to time by necessary and desirable for the public welfare provided, however, that any such rule or regulation shall be delivered to and accepted for by an officer thereof. The City shall give the Contractor reasonable notice of any proposed change and an opportunity to be heard concerning those matters. The method of collection and disposal of solid waste and recyclables set out herein shall also be interpreted to include, but not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. The Contractor shall be reasonable and appropriately compensated as determined by negotiation and Agreement between the City and the Contractor for any additional services or other obligations required of the Contractor due to any modification in the Agreement. Likewise, the Contractor shall reduce its price if services are reduced.

1.16 Access and Audits:

The Contractor shall maintain within Lee County adequate records of the solid waste collection and/or recycling services during the fiscal year and for one year following the end of each fiscal year of the Contract. The City shall have the right to review all records maintained by the Contractor during normal business hours upon twenty-four (24) hours notice.

The Contractor shall provide the City a Certified Audited Revenue Financial Statement representing the financial results of operations. The report must include the opinion of a Florida Certified Public Accountant, who has conducted an audit of the Contractor's books and records in accordance with generally accepted accounting standards which include tests and other procedures necessary, that the Revenue Financial Statements are fairly presented, in all material aspects, in conformity with generally accepted accounting procedures. The annual audit format must be approved by the City. The annual audit shall be delivered to the City within one hundred and twenty (120) days of the twelve (12) month period ending the Contractor's fiscal year.

No rate adjustments of any type will be granted to the Contractor unless all required audits and cost statements have been filed in a timely manner.

1.17 Compliance with Laws:

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws.

1.18 Rate Adjustments:

The Contractor shall not be allowed rate increases on the basis that the Contractor bid too low or agreed to do the work for a lower price. Non-performance of the Franchise Agreement or a request for rate increase, either of which are attributed to the contractor accepting the franchise award at an insufficient rate, may result in termination of the Franchise Agreement and forfeiture of associated performance bonds.

1.19 Permits and Licenses:

The Contractor shall obtain, at their own expense, all permits and licenses required by law or ordinances and maintain the same in full force and effect. Any changes of the licenses or permits shall be reported to the City within ten (10) working days of the change. These shall include, but not be limited to, occupational licenses, certificates of occupancy, vehicle licenses, and waste tire licenses.

1.20 Title to Waste:

The City shall at all times, hold title and ownership to all commercial or residential solid waste, horticultural waste, trash, recyclable materials and all other waste collected by the Contractor pursuant to this Agreement. The Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific written authorization from the City.

The Contractor agrees to transport and deliver all such materials to the locations and facilities designated by the City.

1.21 Filing of Requested Information and Documents:

In addition to any other requirements of this Agreement, the Contractor shall be required to file pertinent statistical and aggregated cost information pertaining to solid waste, horticultural and recycling collection services that is requested by the City to comply with the provisions of (Section 403,F.S.) as amended, and any other pertinent laws and regulations. The results of all collection activity conducted by the Contractor in the service area during each month, whether residential or commercial, shall be reported accurately to the City, in a format and with such dates as specified by the City, on or before the 10th day of the following month.

The Contractor shall file and keep current with the City all documents and reports required by the Agreement. By September 1 of each year the Agreement is in effect, the Contractor shall ensure and certify to the City that all required documents such as, but not limited to, certificates of insurance, audits, performance bonds or letters of credit, route schedules and maps, driver license certifications, and lists of connection equipment vehicles, are current and on file with the City.

1.22 Worker's Compensation and Liability Insurance:

Worker's Compensation Coverage must be maintained in accordance with statutory requirements as well as Employer's Liability Coverage in an amount not less than \$1,000,000.00, Commercial General Liability Coverage in an amount not less than \$2,500,000.00, and Commercial Automobile Liability in an amount not less than \$5,000,000.00.

1.23 Performance Bond:

The Contractor shall furnish to the City a performance bond executed by a surety company licensed to do business in the State of Florida and/or a clean irrevocable letter of credit issued by a bank within Lee County to ensure the faithful performance of this Agreement and all obligations arising hereunder in the amount of \$1,000,000.00. The clean irrevocable letter of credit or bond provided hereunder, each may be substituted for the other upon approval by the City. The form of this bond or letter of credit, and the surety company, shall be accepted by the City Attorney and the City and shall be maintained during the term of this Agreement. The bond(s) shall be endorsed to the City of Sanibel, a political subdivision of the State of Florida and shall provide that bonds shall not be canceled, limited or non-renewed until after thirty (30) days written notice has been given to the City. Current performance bonds evidencing required coverage must be on file at all times.

1.24 Assignment and Subletting:

No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City. The City shall have full discretion to approve or deny, with or without cause. Any proposed assignment of this Agreement made by the Contractor without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement and deemed immediately terminated, and upon such termination all liability of the City under this Agreement to the Contractor shall cease, and City shall have the right to call the performance bond and shall be free to negotiate with other contractors or any other person or company for the service of the franchise area which is the subject of this Agreement. In the event of any assignment, assignee shall fully assume all liabilities of the Contractor.

For purposes of assignment and subletting, a parent subsidiary or holding company shall mean any person, corporation or company holding, owning or in control or more than 10% stock or financial interest of another person, corporation or company.

1.25 **Solid Waste Disposal Cost:**

Collection service costs and solid waste disposal costs shall be treated separately for the solid waste collection services being provided. The City of Sanibel Solid Waste assessment is paid through the annual Lee County Property Tax bill for residential services. Residential collection and disposal costs will be billed monthly by the Contractor to the City of Sanibel for payment. Commercial disposal costs will be part of the service charge billed by the Contractor and paid by the commercial customer. The City shall establish the tonnage at which both commercial and residential accounts will be charged. The Contractor will charge disposal costs accordingly, and will not be liable to the City for any overage collected. Likewise, the City shall not be obligated to the Contractor for any loss incurred in disposal costs. All residential waste shall remain separated from commercial waste at transfer stations and in vehicles until after that waste has been weighed and categorized.

1.26 **Hurricanes and Other Natural Disasters:**

In the event of any natural emergency, (i.e., hurricane, tornado, severe storm, etc.), which results in the declaration of a state of emergency by the City Council or their designee which directly disrupts the collection service of solid waste in Sanibel, the City Manager may grant the Franchise Contractor a variance from regular routes and schedules. The Franchise Contractor agrees to do all work as required by the City Manager or his/her designee, both within and outside of the City Service Area.

All equipment and personnel of the Contractor shall be available to the City in the event of a disaster; provided however, that if the Contractor provides service to other jurisdictions affected by the same disaster, the Contractor shall use its best efforts to equally assist all affected jurisdictions, including the City of Sanibel.

In the event the City Manager requires services beyond what is required of Contractor, pursuant to Contractor's franchise agreement, considering any reduction of additional regular service during such disaster, the Contractor shall receive compensation above the normal compensation, to cover documented actual costs and reasonable profit for such extra services actually provided by the Contractor, and provided the Contractor has first secured authorization and approval from the City Manager or designee. This additional compensation shall be reasonable in amount. This additional compensation may include pass through disposal costs for tonnage demonstrated to be clearly in excess of historical seasonal averages due to the emergency. Contractor agrees to provide the emergency services immediately upon request, and the fact that the extra compensation has not been finally determined shall not delay the provision of the service.

Further, the City Manager may authorize other service providers to temporarily provide Solid Waste Collection Service within the City limits after such natural disaster, if the Contractor is not providing such service.

As soon as practicable after such natural disaster, the Contractor shall advise the City Manager when it is anticipated that normal routes and schedules can be resumed. The City Manager shall make an effort through the local news media to inform the public when regular services may be resumed. As needed, the City will review the City of Sanibel Emergency Management Plan to coordinate the activities of the Contractor in the event of a natural disaster.

On April 1 of every year, the Contractor is required to provide a Disaster Preparedness Plan to the City Manager for review and approval. The Plan shall detail those actions which the Contractor will take to deal with emergency situations such as fire, lightning strike or natural disaster which would require a deviation from normal operating procedures. The plan shall also include emergency phone numbers for the key staff of the Contractor both local and corporate or regional headquarters. The Plan shall also include provisions for additional personnel and equipment and will establish a reasonable, verifiable rate for collection in the event of a natural disaster.

1.27 Quality of Performance of the Contractor:

It is the intent of this Agreement to ensure that the Contractor provides a quality level of solid waste, horticultural and recycling collection services. To this end, all complaints received by the City and reported to the Contractor shall promptly be resolved pursuant to the provision of this Agreement. If the Contractor fails to resolve complaints, the City shall assess the administrative charges described below:

For the purpose of this Section, the City may deduct any charges from payments due or to become due to the Contractor. The City may assess charges pursuant to this Section on a monthly basis in connection with the Agreement and shall at the end of each month during the term of this Agreement notify the Contractor in writing of the administrative charges assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment, it shall, within five (5) days after receiving such notice, request in writing an opportunity to be heard by the City and present its defense to such assessment.

The City shall notify the Contractor in writing of any action taken with respect to Contractor's claims and the decision of the City will be final.

1.27.1 The City shall levy \$100 to \$250 per incident administrative charges for those actions related to service as listed within this Agreement that require an investigation of unresolved or repetitive incident with the findings of negligence on the part of the Contractor and/or failure to provide administrative information, including:

1. Failure to provide document and reports as required.
2. Failure to provide a schedule and route maps as required.

1.27.2 The City shall levy \$250 to \$1,500 per incident depending on the severity of the incident and negligence, including but not limited to the following:

1. Commingling solid waste with white goods, horticultural waste and/or recyclable materials.
2. Failure to clean-up spillage.
3. Failure to distribute materials to the customer(s) as specified by the City.
4. Failure to notify the customers as required.
5. Failure to complete a route on the regular scheduled collection day.
6. Failure to remove solid waste from customers' right-of-way.
7. Conducting pick-up operations of any kind outside of the days and hours prescribed by the Agreement, without express written permission of the City Manager or his or her designee.

1.27.3 Failure to deliver any commercial or residential solid waste, horticultural waste or recyclable materials to a designated facility will result in the following penalties:

1. First offense, \$2,500.00
2. Second offense, \$10,000.00
3. Third offense, loss of franchise

1.28 Rate Adjustments:

The City shall review the franchised rates and charges when requested by the Contractor, but no more than once per year. The Contractor's request shall contain the most current information for changes in Consumer Price Index for all Urban Consumers (CPI-U) for the South Region or a relevant industry-related price index for the period of time from Contractor's last rate change through the month of the request, as well as any other substantial proof and justification, as determined by the City, to support the need for any rate adjustment. The City may request from the Contractor, and the Contractor shall provide, further information as may be reasonably necessary in making its determination. The City shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request. All rates for refuse collection shall be established by resolution annually, prior to October 1, after due public notice and a public hearing. The resolution so adopted shall establish the rates for all residential and commercial collection services for the upcoming fiscal year. The City reserves the sole right to approve or deny any request for rate adjustments. In any case, rates may not be increased more than the combination of (a) any increase in disposal charges for the

disposal charge portion of the rate; and (b) the increase in Consumer Price Index for all Urban Consumers (CPI-U) for the South Region or a relevant industry-related price index for the period of time from Contractor's last rate change through the month the rate change is approved..

1.29 Transition Plan:

At least sixty (60) days prior to the implementation of this Agreement, the Contractor shall submit a transition plan to the City Manager. Specific performance requirements during the transition period included but are not limited to the following:

- 1.29.1 Develop a routing map for all residential and commercial routes.
- 1.29.2 Train all supervisors and drivers on all routes by driving routes with collection vehicles to be used when franchise is implemented.
- 1.29.3 Develop information/education program necessary to communicate proposed/planned collection and route changes anticipated for the customers. The Contractor shall provide at least two (2) written notices to each customer approximately forty-five (45) and fifteen (15) days prior to operation, as well as local newspaper announcements.
- 1.29.4 Communicate all collection and fee changes with commercial customers.
- 1.29.5 Develop phasing plan in cooperation with existing franchise Contractor to replace commercial containers, vehicles and personnel in a manner approved by the City. Phasing is to be completed prior to October 1, 2024.

1.30 Delivery/Disposal:

The City shall make all decisions regarding where solid waste, horticultural debris and recyclable materials are delivered. The Contractor will be required to deliver these materials to the City's designated disposal site as required by the City Manager.

All routing, collection scheduling, equipment and personnel are to be planned and priced in the pricing proposal based on delivery/disposal to the Lee County Resource Recovery Facility.

Contractor may be compensated for changes in designated disposal sites, which significantly change the average travel distance from the service area.

1.31 Reduction in Service:

The City may at its sole option, with or without cause, eliminate types and/or frequency of service. In such instances, the Contractor shall cooperate fully with the City in communicating said changes to customers. If services are reduced, the City will compensate the Contractor for costs associated with reduction in services, but the Contractor will not receive the compensation for services that are not delivered nor shall the Contractor receive profit, of any type, from lost service. The Contractor shall reduce their fees in accordance with the reduced services.

1.32 Causeway Tolls

Contractor is responsible to pay all Sanibel Causeway tolls. The contractor needs to contact Lee County for toll information.

2.0 RESIDENTIAL COLLECTION SPECIFICATIONS

2.1 General Specifications:

2.1.1 Residential Collection System

The Contractor will provide “1-1-1” Residential Collection Service for one (1) to four (4) unit residential dwellings. Currently, there are approximately 3,800 active residential accounts within the City. “1-1-1” Residential Collection Service includes the following services which are described further within Section 2.0.:

- (a) One (1) unlimited quantity garbage collection each week;
- (b) One (1) unlimited quantity collection each week of commingled recyclables.
- (c) One (1) unlimited quantity collection of horticultural waste per week, containerized or bundled and weighing less than fifty (50) pounds;
- (d) Pick-up of residential tires with garbage collection;
- (e) Bulky waste to be picked-up with garbage collection; and
- (f) Special pick-up of other bulky waste and white goods to be arranged separately.

2.1.2 **Additional Collection Services**

If the customer requests, the Contractor may provide additional collection services for collection of solid waste such as collecting from a dwelling’s back door, collecting twice per week, collecting unbundled horticulture waste, opening doors or gates for access, etc. The specific arrangements for additional collection services are to be determined between the customer and the Contractor, and associated charges are to be approved by the City. These services shall be billed directly to the customer by the Contractor.

2.1.3 **Obligation for Billing, Collection and Payments**

The City of Sanibel Solid Waste assessment is paid through the annual Lee County Property Tax bill for residential services. Residential collection and disposal costs will be billed monthly by the Contractor to the City of Sanibel for payment.

Accessibility for Collection

All garbage, horticultural wastes and recyclables to be collected shall be in a Can (or an acceptable container type described herein) and shall be placed within the closest accessible public or private right-of-way, or other such location agreed to by the Contractor that will provide safe and efficient accessibility to the Contractor’s collection crew and vehicle. The Contractor must collect as many garbage cans, bags or bundles as the customer sets out. If a dwelling unit is located in such a manner as to provide non-accessibility to the Contractor’s crew or vehicle, an alternative location will be arranged between the customer and the Contractor. When garbage, horticultural wastes and recyclables cannot be placed at curbside, the Cans, bags or bundles will be placed in a location mutually agreed upon that will provide safe and efficient accessibility to the Contractor’s collection crew and vehicle. In the cases described above or when there are obstacles to accessibility, the customer shall not be charged an extra cost for collection services. In the event an appropriate location cannot be agreed upon, the City shall designate the location for collection. The contractor shall not receive special payment for this service.

As needed the City will reconfirm the need for the special service. However, if the Contractor has reason to believe the service is no longer required, the Contractor shall notify the City. The City will notify the Contractor of the result of the investigation and whether the service is to be continued or discontinued.

2.2 **Residential Garbage Collection:**

2.2.1 **Conditions and Frequency of Service**

The Contractor shall provide residential garbage collection to all dwelling units receiving residential solid waste collection. This service shall be provided once every week on the current scheduled day or every seven (7) days, as otherwise approved by the City, on a scheduled route basis.

2.2.2 Containers

Cans shall normally be furnished by the residents receiving residential garbage collection. Any steel, plastic, aluminum, or galvanized receptacle which complies with the American National Safety Institute's (A.N.S.I.) safety requirements for refuse bins and which is of the design that allows for easy lifting and of not more than thirty-five (35) gallons capacity shall be considered a "container" for the purposes of residential garbage collection. The receptacles shall have tight fitting lids. Plastic bags of heavy mil construction area also considered to be "containers" for the purpose of residential garbage collection.

2.3 Residential Recycling Collection:

2.3.1 Conditions and Frequency of Service

The Contractor shall provide residential recycling collection to all dwelling units receiving residential solid waste collection.

This service shall be provided once every week on the current scheduled day or every seven (7) days, as otherwise approved by the City, on a scheduled route basis.

2.3.2 Recycling Materials Collection

The Contractor shall collect commingled recyclables from the recycling container. Replace the recycling container at the same location, separate the commingled recyclables pursuant to City instruction, and place non-recyclables back in the customer's container along with a written notice.

2.3.3 Distributing of Recycling Containers for Residential Dwelling Units:

Recycling bins will be provided by the City. The containers will be supplied to the Contractor for distribution to new residents and to replace the original ones that were stolen, lost or damaged by the occupant of a dwelling unit. The Contractor shall promptly deliver (within one week or seven (7) days) replacement containers, damaged by its employees, or when notified by the City, or the occupant of a dwelling unit where a container is stolen, damaged or missing. Additional containers shall be distributed to customers using plastic bags or unsuitable containers for recycling. The title to these containers shall be vested with the City of Sanibel.

2.3.4 Other Acceptable Containers

Customers may use their own or additional recycling containers as long as they are similar and suitable for the service (e.g., cardboard boxes, Kraft bags). Plastic bags should be discouraged through public education and distribution of proper recycling containers.

2.3.5 Reports

- a) The Contractor shall provide a quarterly report to the City on the number of original recycling containers delivered to new residents and the number of replacements.
- b) The Contractor shall provide monthly reports to the City on recycling participation, set outs and tonnage.

2.3.6 Method of Payment

The City of Sanibel Solid Waste assessment is paid through the annual Lee County Property Tax bill for residential services. Residential collection and disposal costs will be billed monthly by the Contractor to the City of Sanibel for payment.

2.3.7 Change in Scope of Recycling Collection Service

From time to time, at the sole option of the City, it may be necessary to modify the scope of recyclable materials that will be included in recycling collection service. Should this occur, the City and the Contractor agree to enter into good faith negotiations to amend this Agreement to reflect the impact of any such modification.

2.3.8 Recycling Facility

The Contractor shall deliver all recyclable materials collected on Sanibel to the facility or facilities designated, in writing, by the City. All of the proceeds from the sale of the recycled commodities at the recycling facility will be remitted to the City by the recycling facility.

2.4 Residential Horticultural Waste Collection (Horticultural Waste, Yard Waste):

2.4.1 Conditions and Frequency of Service

The Contractor shall provide residential horticultural waste collection for all dwelling units receiving residential solid waste collection.

Horticultural waste will be separated from residential solid waste. Residential horticultural waste collection shall be provided once every week or every seven (7) days unless otherwise specified by the City, in a scheduled route basis. Palm fronds (leaves) are to be picked-up with horticultural waste as observed or reported and disposed of with horticultural waste. Single loose palm fronds, limbs less than fifty (50) pounds are to be picked-up with horticultural waste.

2.4.2 Containers

All horticultural waste shall be collected separately from solid waste and recyclable materials. All grass clippings, leaves, pine needles or other similar loose waste, which are bagged or containerized, shall be collected. Otherwise, horticultural waste which is not more than four (4) feet in length and under fifty (50) pounds per container and placed neatly at the curb in containers, bags, tied bundles or safely handled pieces, shall be collected. Following the Christmas holiday season, used Christmas trees may also be set out and shall be collected by the Contractor.

2.4.3 Horticultural Waste Disposal Location

The Contractor shall deliver all horticultural waste materials collected on Sanibel to the facility or facilities designated, in writing, by the City.

2.4.4 Non-Compliance Horticultural Waste at the Right-of-Way (Curbside)

When horticultural waste is not prepared properly for collection, the Contractor shall provide written notification to the occupants of the residence to inform them of the problem(s) as to why the pile was not collected and provide them the information as to how to prepare their materials for collection. The initial contact could be by the collection crew leaving a written notice. If the resident does not respond after the initial contact, a second contact must be made by the Supervisors (mail, telephone, or visit). After the second contact and no attempt has been made to comply, the Contractor shall notify the City, listing the location(s) that does not meet the requirements for regular collections. This information will be used by the City to make contact with the resident.

2.5 Residential Bulky Waste Collection:

2.5.1 Conditions and Frequency of Service

The Contractor shall provide pick-up of bulky waste to any residential customer. The bulky waste shall be picked-up with normal garbage or by a special pick-up at no additional cost.

2.5.2 Accessibility for Bulky Waste Collection

Bulky waste shall be placed by the customer within six (6) feet of curb; paved surface of the public road, closet accessible public or private right-of-way, or other such location agreed to by the Contractor that will provide a safe and efficient accessibility to the contractor's collection crew and vehicle. Bulky waste can be of unlimited quantity, size or weight, however, it should be disassembled and bundled where possible.

2.5.3 Acceptable Materials

Acceptable bulky waste materials shall include oversize household solid waste, except white goods, including but not limited to: furniture, mattresses, televisions, carpet, and incidental building materials from household activities not requiring a building permit. Bulky waste may not include automotive vehicles or boats, vehicle components or liquid waste. Bulky waste may be collected as part of the normal garbage collection. Bulky waste, which cannot be collected normally, shall be collected by a special pick-up with suitable equipment for the purpose. Special pick-ups shall be provided at no extra charge, and shall be scheduled based on the customer's phone request, City request, or garbage collection route driver's log stating that bulky waste was set out and could not be collected normally.

2.5.4 Disposal Location

All bulky waste shall be delivered to appropriate City approved facilities based on the characteristics of each item (e.g., certain bulky goods shall be delivered to the Waste-to-Energy facility).

2.5.5 Method of Payment

The collection of unlimited bulky waste shall be provided at no extra charge to the customer.

2.6 **Residential White Goods Collection:**

2.6.1 Conditions and Frequency of Service

The Contractor shall provide pick-up of white goods to any residential customer. The white goods shall be picked-up by a special pick-up at no additional cost.

2.6.2 Accessibility for White Goods Collection

White goods shall be placed by the customer within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other location agreed to by the Contractor that will provide a safe and efficient accessibility to the Contractor's collection crew and vehicle.

Requirements for White Goods

All material recognized as white goods (refrigerator, washers, dryers, freezers, air conditioners, water heaters, etc.) shall be removed from the right-of-way separately from all other solid wastes as stipulated in the bulky waste collection specifications. The white goods that contain a refrigerant regulated by the Environmental Protection Agency or Department of Environmental Protection are to be safely collected to prevent punctures that may cause the release of Chlorofluorocarbons and Poly Chlorinated Biphenols in the environment. White goods are prohibited from landfills. The Contractor is fully responsible for the proper recycling or disposal of these in accordance with the Environmental Protection Agency and Department of Environmental Protection mandates and guidelines. The Contractor shall notify the City of the recycling/disposal location used.

2.6.4 Method of Payment

The collection of unlimited bulky waste shall be provided at no extra charge to the customer.

3.0 **COMMERCIAL COLLECTION SPECIFICATIONS:**

This section details the performance specifications for the collection of solid waste, horticultural debris and recyclables from commercial facilities, businesses and five (5) plus unit multi-family dwellings (i.e., receiving Multi-family Commercial Services as defined in Section 1.0). Properties subject to these specifications and hereafter referred to as “commercial entities” include hotels, motels, parks containing trailers and recreational vehicles, commercial (wholesale/retail), manufacturing, industrial and instructional enterprises of all types licensed to do business in the City of Sanibel, Florida. Commercial properties shall include all properties not listed under Section 2.0 above, including five (5) plus unit multi-family dwellings.

3.1 **Multi-family Residential Service:**

The Contractor shall provide Multi-family Commercial Can or Container Service to all five (5) plus multi-family dwellings as part of the Commercial Collections. Billing and payments for Multi-family Commercial Service shall be in accordance with commercial methods of payments, Section 3.2.5.

3.1.1 Multi-family Residential Can Service

The Contractor shall provide once a week Multi-family Commercial Can Garbage Collection Service and offer commercial recycling collection service, commercial horticultural collection service and commercial bulky waste collection service to Multi-family Commercial Customers selecting Can service. This service shall be the same as Residential Can, Solid Waste Collection Service (See Performance Specification: Section 2.0). Billing of all services shall be included together.

3.1.2 Multi-family Residential Container Service

The Contractor shall provide Commercial Garbage Collection and offer commercial recycling collection service, commercial horticultural waste collection and commercial bulky waste collection to Multi-family Commercial Customers selecting Container service. Commercial Recycling Collection service for Multi-family residents shall include collection of commingled recyclables, which will be source separated by the Contractor and delivered to the recycling facility as directed by the City. Recycling materials shall be, at a minimum, the same as residential collection. Proceeds from the sale of the recyclable materials at the recycling facility will be remitted to the City by the recycling facility. A price to provide mandatory Multi-family recycling is included on the pricing proposal.

3.2 **Commercial Garbage Collection:**

3.2.1 Conditions and Frequency of Service

The Contractor shall provide commercial garbage collection and disposal to all commercial properties in the service area.

The service shall be provided at a minimum of once every week or every seven (7) days, unless otherwise specified by the City, on a scheduled route basis.

3.2.2 Containers

The commercial collection container shall be of a type that can be serviced by the Contractor’s collection equipment. The customer may either purchase the commercial collection container from a source or rent such container from the Contractor at the rental rate included in the proposal. The storage capacity of the container shall be suitable for the amount of garbage generated by the customer and shall provide that no garbage needs to be placed outside of the container based on the collection frequency agreed to by the Contractor and the customer. Customers may change container size as needed or by season. If the customer utilizes a Can, the container must have a maximum capacity of thirty-five (35) gallons and a minimum of one Can may be used by the Commercial customer. The customer may choose to use a compactor, from any source, provided that the compactor can be serviced by the Contractor’s collection equipment. Commercial collection containers and compactors

shall be maintained in a serviceable, safe, and sanitary condition by the owner of the container or compactor. However, damage caused by the Contractor to a customer owned container or compactor shall be repaired at the expense of the Contractor.

3.2.3 Solid Waste Disposal Location

The City shall make all decisions regarding where the solid waste is delivered. All franchised haulers are required to deliver solid waste to the City's designated disposal site as required by the City Manager.

3.2.4 Reports

The Contractor shall deliver quarterly reports to the City identifying the number of customers, location and container size(s), number of pick-ups and fees. The Contractor shall also provide route maps for all commercial collections.

3.2.5 Method of Payment

Payments for commercial solid waste collection shall be made by the customer directly to the Contractor. The customer shall be billed by the Contractor based on the quantity of waste collected and the frequency of service rendered. The rates charged by the Contractor shall be based on the pricing shown in this proposal for commercial solid waste collection. If the Contractor stops service, the container shall be pulled within seventy-two (72) hours (if owned by the Contractor) and the City shall be notified. All charges and payments shall include disposal costs.

3.2.6 Solid Waste Disposal Cost

The Contractor shall keep residential and commercial waste separate for purposes of disposal. The Contractor shall pay for all commercial waste disposals separately from residential in accordance with Section 1.25. Commercial disposal costs will be part of the service charge.

billed by the Contractor and paid by the commercial customer. The Contractor shall pay for all solid waste disposal costs incurred for disposing of commercial solid waste at the designated disposal facilities. All commercial waste shall remain separated from residential waste in transfer stations and collection vehicles until after it has been weighed and categorized at an approved scale facility.

3.3 Commercial Recycling Collection Service:

The Contractor shall offer Commercial Recycling Collection Service to Customers selecting this service.

This Agreement does not exclude other private enterprises from conducting commercial recycling collection service in the service area. The Contractor shall not interfere with other private commercial recycling haulers providing recycling services to customers in the service area.

Vehicles and containers used by the Contractor for commercial business recycling shall be clearly designated and labeled separately from equipment used for commercial solid waste collections.

3.3.1 Conditions and Frequency of Service

Collection of recyclables from commercial entities is optional and may be established based on the special needs of the commercial customer. Within thirty (30) days of a commercial customer request, the Contractor is to review the container size and service needed or desired by the recycling customers.

3.3.2 Recycling Materials Collection

The Contractor shall provide solid waste collection for commercial customer including collection of recyclable materials. The franchise will grant to the Contractor the non-exclusive right and obligation

to provide for the collection, transportation and processing of recovered materials at commercial establishments. The City reserves the right to require or not to require that recovered materials generate at commercial establishments be source separated at the premises of the commercial establishment. Proceeds from the sale of recyclable or recovered materials under this section shall belong to the Contractor, subject to the franchise fee.

3.3.3 Reports

The Contractor shall deliver monthly reports to the City identifying the number of customers, location, types and quantities of recycled materials collected and where they were delivered. The Contractor shall conduct an annual survey and prepare a report for the City, concerning all commercial customers. The survey shall establish the recycling participation, types of materials and quantities of materials.

3.3.4 Method of Payment

Payments for commercial recycling collection shall be made by the customer directly to the Contractor. Customers shall be billed by the Contractor based on the proposal pricing. Fees for collection of recyclable containers shall be no more than collection fees for garbage collection containers.

3.4 Commercial Horticultural Waste Collection:

3.4.1 Conditions and Frequency of Service

The Contractor shall offer commercial horticultural waste collection services to all commercial entities desiring this service. Collection of horticultural waste from commercial entities is optional and shall be established based on the special needs of the commercial customers.

3.4.2 Solid Waste Disposal Location

The Contractor shall make all decisions regarding where the horticultural waste is delivered.

3.4.3 Method of Payment

Payments for commercial horticultural waste collection shall be made by the customer directly to the Contractor. Customer shall be billed by the Contractor based on the quantity of waste collected and the frequency of service rendered. The rates charged by the Contractor shall be as indicated in the pricing proposal.

3.5 Commercial Bulky Waste Collection:

3.5.1 Conditions and Frequency of Service

The Contractor shall offer bulky waste collection for commercial properties at terms and conditions agreed to by the customer and the Contractor and in compliance with the pricing proposal.

3.5.2 Acceptable Materials

Acceptable bulky waste materials shall include oversized household solid waste, except white goods, including but not limited to: furniture, mattresses, televisions, carpet, incidental building materials from household activities not requiring a building permit, and Christmas trees. Bulky waste may not include automotive or boat vehicles, vehicle components or liquid waste. Bulky waste may be collected as part of the normal garbage collection. Bulky waste, which cannot be collected normally, shall be collected by a special pick-up with suitable equipment for the purpose. Special pick-ups shall be scheduled based on the customer's phone request, City request, or garbage collection route driver's log stating that bulky waste was set out and could not be collected normally.

3.5.3 Disposal Location

All bulky waste shall be delivered to appropriate City approved facilities based on the characteristics of each item (e.g., certain bulky goods shall be delivered to the Waste-to-Energy facility. Christmas trees shall be delivered to the Waste-to-Energy facility or mulch facility).

3.5.4 Method of Payment

Payments for commercial bulky waste collection shall be made by the customer directly to the Contractor. Customer shall be billed by the Contractor based on the quantity of waste collected and the frequency of service rendered. The rates charged by the Contractor shall be based on the pricing shown in their proposals.

3.6 Commercial White Goods Collection:

3.6.1 Conditions and Frequency of Service

The Contractor shall offer white goods collection for commercial properties at term and conditions agreed to be the customer and the contractor, and in compliance with the pricing proposal.

3.6.2 Accessibility for White Goods Collection

White goods shall be placed by the customer within six (6) feet of the curb; paved surface of the public road, closet accessible public or private right-of-way, or other such location agreed to by the Contractor that will provide a safe and efficient accessibility to the Contractor's collection crew and vehicle.

3.6.3 Requirements for White Goods

All material recognized as white goods (refrigerator, washers, dryers, freezers, air conditioners, water heaters, etc.) shall be removed from the right-of-way separately from all other solid wastes as stipulated in the bulky waste collection specifications. The materials which contain a refrigerant regulated by the Environmental Protection Agency or Department of Environmental Protection are to be safely collected to prevent punctures that may cause the release of Chlorofluorocarbons and Poly Chlorinated Biphenols in the environment. White goods are prohibited from landfills. The Contractor is fully responsible for the proper recycling or disposal of these in accordance with the Environmental Protection Agency and Department of Environmental Protection mandates and guidelines.

3.6.4 Recycling Location

All white goods shall be delivered to an appropriate State and County approved recycling facility. The Contractor shall notify the City of recycling locations being used.

3.6.5 Method of Payment

Payments for commercial white goods collection shall be made by the customer directly to the Contractor. Customers shall be billed by the Contractor based on the quantity of waste collected and the frequent of service rendered. The rates charged by the Contractor shall be based on the pricing shown in their bids for commercial solid waste management.

3.7 Community Clean-up Service:

Various community and non-profit groups assist the City of Sanibel by conducting volunteer community, beach, or wetlands clean-ups to remove accumulation of debris. The City of Sanibel encourages residents to manage their solid waste appropriately so that littering is minimized. However, we recognize the benefit of community clean-ups for certain problem areas.

The Contractor shall provide the equivalent of up to six 30 cubic yard roll-offs per year (or equipment dumpsters) for non-profit group clean-ups at the direction of the City. Contractor's service shall include roll-off drop prior to the event, hauling the roll-off and disposal. There shall be no charge for the provision of these services.

The Contractor also shall work with the City in the bulk collection and disposal of vegetative debris as a part of the City's pepper removal program, the terms of which will be negotiated from year to year based upon need.

PRICING TEMPLATE INSTRUCTIONS FOR PROPOSERS

This section presents guidelines and definitions to assist Proposers in completing the pricing template required for bids. Although some of the information requested in the pricing template is not used in the pricing calculation, it may be used as a basis for disallowing proposals if deemed extraordinarily high. The organization of the instructions corresponds to the order of the pricing template.

A. Residential Collection – Curbside Basic Services (Unlimited Collection)

For mandatory, once a week collection of garbage, recyclables, and horticulture, enter the following information.

Collection Cost per Residence: Provide the weekly collection cost for each residence in the franchise area. Do not include disposal costs.

Annual Billing Charge: Enter price to bill & collect residential charges.

Total: Calculate and enter totals in appropriate spaces.

Miscellaneous Charges: Enter prices in Appropriate spaces.

B. Commercial Collection – Basic Can Services

For collection of mandatory garbage and optional horticultural debris, enter the following information:

Collection Cost Per Unit (Customer): Provide the weekly collection cost for each unit (customer) in the franchise area. Do not include disposal costs.

C. Commercial Collection – Basic Container Services

For each type/size container listed, enter the following information related to the collection of mandatory garbage and optional horticultural from commercial properties.

Annual Container Rental Cost: Enter the annual rental cost allocated with each type/size container listed.

Collection Cost Per Pull: For each type of container, and level of service, provide the collection costs for each unit (customer) in the franchise area. Do not include disposal costs.

D. Commercial Properties - Miscellaneous Services

For each type of service and/or type/size container listed, enter the information related to the optional collection services from commercial properties.

Finally, Proposers should complete and execute the Official Bid Proposal form and include this form along with all of the other required information with the submitted proposals.

CITY OF SANIBEL

OFFICIAL PRICE PROPOSAL

DATE:

PROPOSAL TITLE: COLLECTION AND DELIVERY OF RESIDENTIAL AND COMMERCIAL SOLID WASTE, RECYCLING AND HORTICULTURAL MATERIALS

The Undersigned having read and reviewed the terms, conditions, and specifications prepared and issued by City of Sanibel and having inspected the work area and conditions affecting and governing same, hereby proposes to provide all materials, equipment, tools and supplies and to perform all labor necessary for the work as specified and described for the prices listed in the attached itemized proposal. (The itemized proposal must be included for bid to be valid).

The Undersigned declares that the statements and representations made in this proposal are true in every respect and that the said proposal is in all respects fair and made without collusion or fraud. And that no member of the City Council or any other agent or employee of the City, directly or indirectly, is interested in this bid proposal or in any profits expected to accrue therefrom.

The Undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum # _____
Addendum # _____
Addendum # _____
Addendum # _____

Date:
Date:
Date:
Date:

PRICES QUOTED SHALL BE EFFECTIVE FOR TWO HUNDRED SEVENTY (270) DAYS FROM PROPOSAL OPENING DATE, AND THEREAFTER IF ACCEPTED BY THE CITY FOR THE TERM DESIGNATED IN THIS BID.

The Undersigned agrees to execute a Contract for the above work within thirty (30) days after Notice that his Proposal has been accepted for the above stated compensation plus or minus any accepted alternates.

Company: _____

Address: _____

Name: _____

PRINTED

Signature: _____

Title: _____

Telephone: () _____

EXHIBIT A

CITY OF SANIBEL, FLORIDA

REQUEST FOR PROPOSALS

Legal Notice is hereby given that sealed proposals will be received at the Office of the City Engineer, City of Sanibel, Florida, at the Public Works Building, 750 Dunlop Road, Sanibel, until 5:00 P.M., on MAY 2, 2024. Any proposal offered later than the above time will be returned unopened. Please note that mailing address is 800 Dunlop Road, Sanibel, FL 33957.

The work for which proposals are to be received consists of the following:

COLLECTION AND DELIVERY OF RESIDENTIAL AND COMMERCIAL SOLID WASTE, RECYCLING AND HORTICULTURE MATERIALS:

The City of Sanibel is currently soliciting proposals from firms with relevant experience in Solid Waste Management interested in providing contract services for the collection and delivery of residential and commercial solid waste, horticultural, and recycling materials.

The contract will be effective October 1, 2024 through September 30, 2029. The contractor will be required to be licensed to work in the City of Sanibel and follow all City regulations.

Said proposal should conform to the specifications outlined in the request for proposal documentation. Instructions for preparation and submission of a proposal may be obtained by visiting the City website at <https://www.mysanibel.com/government/public-works-department/useful-links/city-bids>

No bidder may withdraw their proposal within a period of ninety (90) days following the date set for receiving proposals. The City of Sanibel reserves the right to hold any and all proposals for a period of not more than ninety (90) days and said proposals shall be and remain valid and in full force and effect during said period. The City of Sanibel reserves the right to reject any and all proposals and to waive informalities.

Scott Krawczuk
Deputy Public Works Director

AFFIDAVIT REQUESTED
PUBLISH ONE TIME
Fort Myers News-Press
April 1, 2024

City of Sanibel

Charter

ARTICLE II – Corporate Limits

Section 2.01 – Description of Corporate Limits

The following area shall constitute the corporate limits of the City of Sanibel:

A corporate limit line lying offshore from Sanibel Island in portions of Township 46 South, Ranges 21, 22 and 23 East, Lee County Florida, which line is described as follows:

From the corner common to Sections 17, 18, 19, and 20, Township 46 South, Range 23 East, run easterly along the line common to said Sections 17 and 20 to a point 2,640 feet offshore in San Carlos Bay from the Mean High Tide Line to Section 20 and the point of beginning. From said point of beginning, run easterly 2,640 feet offshore from the Mean High Tide Line of Sanibel Island, to the easterly point of said Island and the mouth of said San Carlos Bay; thence run southwesterly, westerly and northwesterly, 2,640 feet offshore in the Gulf of Mexico from the Mean High Tide Line of Sanibel Island, to an intersection with centerline of Blind Pass; thence run northeasterly along said centerline to the waters of Pine Island Sound at a point 2,640 feet offshore from the Mean High Tide Line at Wulfert Point in Section 2, Township 46 South, Range 21 East; thence run southeasterly in Pine Island Sound and San Carlos Bay, 2,640 feet offshore from the Mean High Tide Line of said Sanibel Island, to the point of beginning, crossing the entrance to Tarpon Bay in Sections 13 and 14, Township 46 South, Range 22, East. EXCEPTING the right-of-way for the Sanibel Causeway.

CITY OF SANIBEL
RESOLUTION OF BID DISPUTE

Pursuant to the Code of Ordinances of the City of Sanibel, Chapter 2, Sec. 2-330(1.)

(1.) Resolution of bid disputes.

- (1) Any person adversely affected by a proposed decision concerning a bid or award may protest the proposed decision by filing a written notice of protest with the city representative prior to the award of the contract, or by presenting the protest to City Council prior to the award.
- (2) The City Council may refer the matter to a hearing officer for an informal hearing and recommendation to Council prior to awarding a contract or may determine the protest on its own. The decision of the City Council constitutes final action by the City.
- (3) If a bid is for a public construction work as defined in state law (Section 255.20, Florida Statutes), protest may be made pursuant to Chapter 120, Florida Statutes.

SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING COLLECTION PROPOSAL PRICING TEMPLATE

A.1. Residential Collection – Curbside Basic Services (unlimited collection)

	<u>Weekly Price Per Dwelling (1)</u>		<u>Number of Collection Per Year</u>		<u>Total</u>
Garbage	\$_____ X		52	=	\$_____
Recyclables	\$_____ X		52	=	\$_____
Horticulture	\$_____ X		52	=	\$_____
Billing Charge (Annual)				=	\$_____
Total Annual Residential Collection Price \$_____					

Miscellaneous Residential Collection Services ⁽¹⁾

- Optional Second Weekly Garage Collection

Weekly price per dwelling = \$_____

- House/Back Door Weekly Collection

Weekly Price
Per Dwelling

Garbage \$_____

Recyclables \$_____

Horticulture \$_____

- Unbundled Horticultural Collection = \$_____ per cubic yard
- Curbside electronics recycling = \$_____ per week

⁽¹⁾Number of cans/bags/items is unrestricted. Does not include disposal costs. Garbage collection includes bulky waste and white goods collection provisions at no charge.

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

B.1. Commercial Collection – Basic Can Services

Garbage (Mandatory Service)

Weekly Price Per Unit (Customer) For: ⁽²⁾

	<u>1 Can</u>	<u>2 Cans</u>	<u>3 Cans</u>	<u>4 Cans</u>	<u>5 Cans</u>	<u>6 Cans</u>
Once Weekly Service	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Twice Weekly Service	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Extra Pick Up Charge = \$ _____ Per Can

Horticultural (Optional Service)

Weekly Price Per Unit (Customer) For: ⁽²⁾

	<u>1 Can</u>	<u>2 Cans</u>	<u>3 Cans</u>	<u>4 Cans</u>	<u>5 Cans</u>	<u>6 Cans</u>
Once Weekly Service	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Twice Weekly Service	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Extra Pick Up Charge = \$ _____ Per Can

⁽²⁾ Does not include disposal costs.

CITY OF SANIBEL SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING COLLECTION PROPOSAL PRICING TEMPLATE

C.1. Commercial Collection – Basic Container Services

Garbage (Mandatory Service)

Container Size And Type	Annual Container Rental Price	Weekly Prices Per Unit (Customer) For: ⁽³⁾						
		1 Pull Per Week	2 Pulls Per Week	3 Pulls Per Week	4 Pulls Per Week	5 Pulls Per Week	6 Pulls Per Week	Extra Dump
2 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10 CY ROLL-OFF	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
20 CY ROLL-OFF	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
30 CY ROLL-OFF	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4 CY COMPACTOR	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 CY COMPACTOR	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8 CY COMPACTOR	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHERS (LIST)</u>								
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

⁽³⁾ Assume no special service (e.g. open gate). Does not include disposal costs

CITY OF SANIBEL SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING COLLECTION PROPOSAL PRICING TEMPLATE

C.1. Commercial Collection – Basic Container Services (continued)

Horticultural (Optional Services)

Container Size And Type	Annual Container Rental Price	Weekly Prices Per Unit (Customer) For: ⁽³⁾						
		1 Pull Per Week	2 Pulls Per Week	3 Pulls Per Week	4 Pulls Per Week	5 Pulls Per Week	6 Pulls Per Week	Extra Dump
2 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10 CY ROLL-OFF	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
20 CY ROLL-OFF	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
30 CY ROLL-OFF	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHERS (LIST)</u>								
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

⁽³⁾ Assume no special service (e.g. open gate). Does not include disposal costs

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

D.1. Commercial Properties Miscellaneous Services ⁽⁴⁾

- Back Door Weekly collection (for can service customers)

**Weekly Price Per Unit (Customer)
Per Can**

Garbage \$ _____

Horticulture \$ _____

- Unbundled Horticultural Collection = \$ _____ per cubic yard

- Optional Recycling Program Services

Weekly Price

- 14 Gallon Bins – comingled (One collection per week) \$ _____ per Bin
- 18 Gallon Bins – comingled (One collection per week) \$ _____ per Bin
- 96 Gallon Tote – comingled (One collection per week) \$ _____ per Tote
- 96 Gallon Tote – one material (One collection per week) \$ _____ per Tote
- Portable Rack System (One collection per week) \$ _____ per Rack
- Cardboard Recycling (Does not include container rental) \$ _____ per Cubic Yard

- Container Roll-Out Services \$ _____ per Roll
- White Goods \$ _____ per item (or attach other charging schedule)
- Bulky Goods \$ _____ per Cubic Yard (or attach other charging schedule)
- Lock Bars will be provided at no charge to customers requesting them
- Mandatory Multi-family Residential Recycling Services

Weekly Price

- 14 Gallon Bins – comingled (One collection per week) \$ _____ per Bin
- 18 Gallon Bins – comingled (One collection per week) \$ _____ per Bin
- 96 Gallon Tote – comingled (One collection per week) \$ _____ per Tote
- 96 Gallon Tote – one material (One collection per week) \$ _____ per Tote

⁽⁴⁾ Does not include disposal costs

**ALTERNATE BID ITEM NO. 1
CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

A.1. Residential Collection – Curbside Basic Services (unlimited collection)

Contractor shall provide 64-gallon carts with wheels and lids for recyclable storage and collection for each residential customer. This shall convert recyclables service to an automated system/service.

	<u>Weekly Price Per Dwelling (1)</u>		<u>Number of Collection Per Year</u>		<u>Total</u>
Garbage	\$_____ X		52	=	\$_____
<u>Recyclables</u>	\$_____ X		52	=	\$_____
Horticulture	\$_____ X		52	=	\$_____
Billing Charge (Annual)				=	\$_____
Total Annual Residential Collection Price \$_____					

Miscellaneous Residential Collection Services ⁽¹⁾

- Optional Second Weekly Garage Collection

Weekly price per dwelling = \$_____

- House/Back Door Weekly Collection

	<u>Weekly Price Per Dwelling</u>
Garbage	\$_____
Recyclables	\$_____
Horticulture	\$_____

- Unbundled Horticultural Collection = \$_____ per cubic yard
- Curbside electronics recycling = \$_____ per week

⁽¹⁾Number of cans/bags/items is unrestricted. Does not include disposal costs. Garbage collection includes bulky waste and white goods collection provisions at no charge.

**ALTERNATE BID ITEM NO. 2
CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

A.1. Residential Collection – Curbside Basic Services (unlimited collection except for horticulture that shall be limited to 10 (ten) bags, bundles and/or barrels for residential weekly maximum collection volume)

	<u>Weekly Price Per Dwelling (1)</u>	<u>Number of Collection Per Year</u>	<u>Total</u>
Garbage	\$_____ X	52	= \$_____
Recyclables	\$_____ X	52	= \$_____
Horticulture	\$_____ X	52	= \$_____
Billing Charge (Annual)			= \$_____
Total Annual Residential Collection Price \$_____			

Miscellaneous Residential Collection Services ⁽¹⁾

- Optional Second Weekly Garage Collection

Weekly price per dwelling = \$_____

- House/Back Door Weekly Collection

	<u>Weekly Price Per Dwelling</u>
Garbage	\$_____
Recyclables	\$_____
Horticulture	\$_____

- Unbundled Horticultural Collection = \$_____ per cubic yard
- Curbside electronics recycling = \$_____ per week

⁽¹⁾Number of cans/bags/items is unrestricted except for horticulture. Does not include disposal costs. Garbage collection includes bulky waste and white goods collection provisions at no charge.

**ALTERNATE BID ITEM NO. 3
CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

A.1. Residential Collection – Curbside Basic Services (unlimited collection except for horticulture that shall be limited to 10 (ten) bags, bundles and/or barrels for residential weekly maximum collection volume)

Contractor shall provide 64-gallon carts with wheels and lids for recyclable storage and collection for each residential customer. This shall convert recyclables service to an automated system/service.

	<u>Weekly Price Per Dwelling (1)</u>		<u>Number of Collection Per Year</u>		<u>Total</u>
Garbage	\$_____ X		52	=	\$_____
Recyclables	\$_____ X		52	=	\$_____
Horticulture	\$_____ X		52	=	\$_____
Billing Charge (Annual)				=	\$_____

Total Annual Residential Collection Price \$_____

Miscellaneous Residential Collection Services ⁽¹⁾

- Optional Second Weekly Garage Collection

Weekly price per dwelling = \$_____

- House/Back Door Weekly Collection

	<u>Weekly Price Per Dwelling</u>
Garbage	\$_____
Recyclables	\$_____
Horticulture	\$_____

- Unbundled Horticultural Collection = \$_____ per cubic yard
- Curbside electronics recycling = \$_____ per week

⁽¹⁾Number of cans/bags/items is unrestricted except for horticulture. Does not include disposal costs. Garbage collection includes bulky waste and white goods collection provisions at no charge.