

**FRANCHISE AGREEMENT BETWEEN THE CITY OF SANIBEL AND ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST D/B/A WM OF FORT MYERS**

Pursuant to an award issued from a competitively bid Request for Proposal ("RFP") for the collection and delivery of residential and commercial solid waste, recycling, and horticulture materials ("waste hauling services") the City of Sanibel (the "City"), a Florida municipal corporation, and Advanced Disposal Services Solid Waste Southeast, Inc. d/b/a WM of Fort Myers (the "Operator" or "Contractor") hereby enter into this Franchise Agreement ("Franchise Agreement" or "Agreement"), with the City and Operator (collectively the "Parties") in agreement with respect to all the rights, obligations, and other provisions set forth herein. The Agreement consists of this document, together with Articles I and III of the RFP as incorporated below, as well as the attached Exhibit 1, detailing Operator's initial pricing proposal hereunder.

**1. Grant.**

The City does hereby grant as a franchise the right, privilege, authority and consent to the Operator to use City streets, easements, alleys and parkways for the operation of its business and to collect, remove and lawfully dispose of garbage (solid waste), trash, refuse, horticultural debris and recyclables within the City in accordance with the terms of this Franchise Agreement, without the necessity of paying any additional franchise fee, except as provided in this Franchise Agreement.

**2. Term.**

The term of this Franchise Agreement is for 5 years, commencing October 1, 2024 and ending on September 30, 2029. This Term may be extended for a maximum of 2 additional two-year terms at the sole discretion of the City in accordance with the terms of this Franchise Agreement.

### **3. Franchise Fees.**

a The Operator shall pay to the City a percentage fee of its gross revenues derived from operations within the City commencing October 1, 2024, and monthly thereafter during the Term of this Franchise Agreement or any extension or renewal thereof. Such Franchise Fee (percentage fee of Gross revenues) shall be established by separate City Council Resolution. Such Franchise Fee shall be in effect in the amount of 15% for the first year of this Franchise Agreement. In each subsequent fiscal year of this Franchise Agreement, a City Resolution shall be adopted setting forth the Franchise Fee for such fiscal year provided; however, each fiscal year Resolution shall remain effective as to such Franchise Fee unless and until a new City Resolution becomes effective. Each such Resolution shall be effective upon adoption or as otherwise provided in such Resolution and upon written acceptance and acknowledgment of the Franchise Fee set forth therein by Operator. Gross revenues are defined as any and all fees collected by the operator within the City. Gross revenues shall include, but not be limited to, disposal charges, surcharges, equipment rentals and charges, billing fees, and all government levied fees such as tipping charges, disposal fees and City surcharges. The monthly franchise fee shall be paid to the City by the end of the month immediately following each and every calendar month during which the gross revenues were accrued.

b With the remittance of the franchise fee, the Operator shall also furnish to the City a statement showing its itemized gross revenues earned within the limits of the municipality for the preceding calendar month upon which the total amount of franchise fee is calculated.

c. Not later than 120 days following December 31 of each year (the Operator's fiscal year end), the Operator shall furnish to the City audited financial statements for the prior 12-month period beginning January 1 and ending December 31.

d. The City may, at any reasonable time, after due notice and during business hours, make examinations at the Operator's office of any and all of its books and records for the purpose of verifying any of the statements of revenue herein provided for.

e. All payments required by the Operator by this Franchise Agreement shall be made at the office of the City Manager, City of Sanibel, Sanibel, Florida, or to such other officer or address as may be substituted, in writing, by the City.

#### **4. Franchise Transfer.**

The Operator may not, without the written consent of the City, assign, transfer or sublet the franchise granted by this Franchise Agreement. Not less than 60 days prior to any assignment, transfer or sublease, the Operator shall notify the City of the proposed action, and cause to be submitted to City Council information pertaining to the proposed assignee, transferee or sublessee sufficient, in Council's sole discretion, for Council's determination as to whether the proposed new Operator is qualified, and whether the public health and safety will be preserved. Approval will not be unreasonably withheld by the City.

#### **5. Acceptance by Operator.**

a. In accepting this Franchise Agreement, the Operator hereby agrees to abide by all provisions and terms thereof and by all rules and regulations of the health department(s) of the State of Florida, County of Lee, and the City of Sanibel which may be in force at this time, or which may be promulgated and adopted from time to time, unless and during such

pendency of administrative action challenging that regulation or as ordered by a court. Rules and regulations concerning definitions of material to be collected and delivered may be promulgated by the Operator subject to City Council approval. Such rules and regulations must not be inconsistent with definitions and regulations as may be established by state law or by City Council.

b. The Operator shall provide services to the City in accordance with the provisions, definitions, standards and specifications as provided herein and attached hereto.

c. The Operator accepts that the City reserves the right to renegotiate the provisions, definitions, standards and specifications as outlined in those documents with the Operator during the term of this Franchise Agreement, with any changes to the Franchise Agreement to be mutually agreed to in writing by the parties.

#### **6. Rates; Charges.**

a. The Operator's initial rates and charges under this Franchise Agreement will be adopted by separate City Resolution, based upon Operator's initial pricing proposal attached hereto as Exhibit 1. These adopted rates and charges shall be in effect for the first year of this Franchise Agreement. For each subsequent fiscal year of this Franchise Agreement, a City Resolution shall be adopted setting forth rates and charges. Each fiscal year Resolution shall remain effective as to rates and charges unless and until a new City Resolution becomes effective.

b. Future rate adjustments may be granted by Council by resolution, for good cause, upon application by either party at least 30 days prior to adoption. Council shall provide the opportunity for public input prior to adoption of the resolution.

**7. Indemnification; Hold Harmless.**

The Operator shall, at its own expense, indemnify and save harmless the City from any and all damages, judgments, costs and expenses of every kind, including reasonable attorney's fees, which may arise or result by reason of or in consequence of the acts or neglect of the Operator, its agents or servants, to fully comply with the provisions of this Franchise Agreement and will save and keep harmless the City from any and all damages, judgments, costs and expenses caused by, or incident to, or in any manner resulting from, the conduct of the Operator's business within the City or in conducting activities in any way related to the Franchise Operations, provided reasonable notice in writing of all claims for such damages, costs and expenses is given the Operator by the City, together with all information thereon in its possession. Without limiting the generality of the foregoing, the Operator also agrees to defend, save and keep harmless, and indemnify the City from any action filed against the municipality by reason of its granting this franchise, including but not limited to actions based on anti-trust or civil rights. The first \$10 received by Operator for Operator's services pursuant to this Franchise Agreement shall serve as separate consideration for Operator's agreement and obligations set forth in this provision, such consideration acknowledged by Operator to be sufficient.

**8. Exclusivity; Conditions.**

This franchise grant shall be deemed exclusive. 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 be best served by such additional franchise or franchises. In making such determination the City Council will take into consideration, at a minimum, the following:

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

Any additional franchise or franchises granted shall be on terms no more favorable than those enjoyed by the Operator.

#### **9. Extension of Term.**

The City reserves the right and option to extend this Franchise Agreement for two (2) additional 2-year periods under substantially the same conditions, rights, obligations and other terms of this Franchise Agreement, or allow it to terminate on the termination date specified in this Franchise Agreement. An intent to extend or terminate this Franchise Agreement shall be communicated in writing by the City not less than 12 months but not more than 18 months prior to the expiration of the Franchise Agreement. The City is under no obligation to extend this Franchise Agreement.

#### **10. Insurance.**

a The Operator shall provide and keep in force insurance coverage as detailed in Article III below, including a comprehensive general public liability and property damage insurance policy to include independent contractors in such company as approved by the City. Such public liability coverage shall indemnify the City and the Operator, as their interests may appear, against public liability and property damage claims, and to furnish the

City with an appropriate certificate from the insurance carrier showing such insurance to be in force at all times.

b. The policies or certificates representing said insurance shall be delivered by the Operator to the City and each policy or certificate delivered shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon and also an endorsement obligating the insurance company to furnish the City 10 days' notice in advance of the cancellation of the insurance evidenced by said policy or certificate. Renewal policies or certificates shall be delivered at least 10 days before the expiration of the insurance, which such policies are to renew.

c. When such policies or certificates have been delivered and at any time or times thereafter, the City may notify the Operator in writing that, in the option of the City, the insurance represented thereby does not conform to the provisions of this section, either because of the amount or because of the insurance company or for any other reason, and the Operator shall have 30 days in which to cure the alleged defect. If such notice is not given to the Operator within 30 days following the receipt of any such policy or certificate, then the insurance represented thereby shall be deemed to be in accordance with the provisions of this section until such notice is actually given.

#### **11. Emergency & Force Majeure.**

It is the intention of the Operator to cooperate in every manner with the City with respect to the use of its equipment, personnel and facilities where required because of any emergency or Force Majeure event. Force Majeure shall mean an act of God, riot, war, civil unrest, flood, earthquake, hurricane, pandemic, or other event or condition that is caused by forces beyond the reasonable control of the City or the Operator and delays or precludes a party from

performing its obligations under the Agreement. However, labor disputes, labor shortages, maintenance outages, changing economic conditions, and the economic hardship or negligence of the Operator shall not be considered an event of Force Majeure.

In the case of a Force Majeure event, the City shall provide, without expense to the Operator, the technical guidance necessary to provide sufficient direction to Operator regarding the fulfillment of Operator's obligations to the City.

## **12. Rules.**

The Operator shall have the right to adopt and enforce such reasonable rules and regulations as may be reasonably required to protect its rights hereunder, which rules and regulations shall be subject to the approval of the City, and to furnish an efficient service to residents of Sanibel, Florida, provided that the same shall be consistent with and not in violation of any terms and provisions or spirit of this Franchise Agreement and in accordance with the laws of the State of Florida. Any such rules or regulations shall not, in any manner, change, amend, alter or modify the terms and provisions of this Franchise Agreement or any part thereof.

## **13. Cooperation.**

The Operator agrees to cooperate with the City and the county in operating and coordinating the solid waste management program and the recyclable materials recycling program required by state law (Section 403.706, Florida Statutes). The Operator also agrees to assist the City (or the County) in applying for related grants or other financial assistance.

## **14. Violations; Subordination.**

a The Operator agrees to notify the City Manager of any known violation of Chapter 54, Article II, Sanibel Code, as it may from time to time be amended.



b. Upon request of the City Manager, the Operator shall annually include in its billing statement informational notices to customers pertaining to the collection and delivery program and the recycling program. Such informational notices will be provided by either the City or the Operator, each party in cooperation with the other.

## **ARTICLE I – GENERAL INFORMATION**

1. **SCOPE OF SERVICES:** The Contractor shall collect material from City of Sanibel households and commercial establishments and shall 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.
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 a Force Majeure event or a 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 instituted 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.

**9.4 Alternative Dispute Resolution:** As a condition precedent to the initiation of litigation by either of the Parties, the Parties shall attend nonbinding mediation in a good faith effort to resolve the dispute, with each of the Parties bearing their own costs and attorneys' fees and splitting any costs or fees to the mediator.

## **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 City, 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 City, 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 City 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 City 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.

## **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 are 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 Contractor 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. For residential service, there shall be unlimited collection for curbside basic services, except for horticulture that shall be limited to 10 bags, bundles, and/or barrels for residential weekly maximum collection volume.

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 Contractor's responsibility to exercise caution in relationship to the property of other authorized users.

Notwithstanding the collection obligations herein, the Contractor disclaims and shall not take title to, nor be financially responsible for, any unknowing collection of radioactive, corrosive, flammable, explosive, biomedical, infectious, hazardous, or toxic substance or material (as defined by or listed under applicable federal, state, or local laws or regulations) that Contractor collects pursuant to this Agreement.

#### **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. Contractor shall provide 64- gallon carts with wheels and lids for recyclable storage and collection for each residential customer. With consent of the City, Contractor may charge a reasonable reactivate fee to a stop service customer for redelivery of a cart or other container, consent not to be unreasonably withheld.

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 contact 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 if the complaint of a missed pick-up is received by 12 pm that day. 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 receipted 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 Disallowance of Certain 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 10<sup>th</sup> 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. Notwithstanding the obligations in this provision or elsewhere in this Agreement, Operator may temporarily suspend services when sustained winds exceed 30 miles per hour, with the suspension automatically lifted upon sustained winds decreasing to 30 miles per hour or below.

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 purpose of the range of assessed charges per incident is to address variances in the severity and repetitiveness of incidents. For instance, the assessed charge for a first-time, minor incident would likely result in a charge on the lower end of the range, while a severe or often-repeated incident would likely result in a charge on the higher end of the range.

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 the Consumer Price Index for all Urban Consumers (CPI-U) for the South Region or the CPI-U for Garbage and Trash collection 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. A negative change in the CPI-U during the relevant period shall not result in a rate reduction.

#### **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 for paying 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 are 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, on 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 customers 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 generated 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 oversize 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 terms 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers on the day, month and year set forth below.

WM OF FORT MYERS

By: David M. Myhan

Printed: David M. Myhan

Its: President

Dated: July 18, 2024

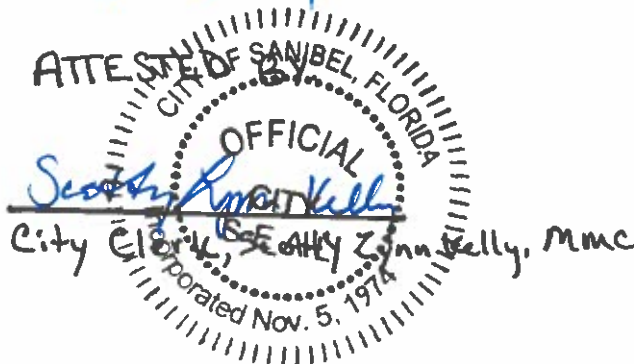
CITY OF SANIBEL

By: Dana A. Souza

Printed: Dana A. Souza

Its: City Manager

Date: 7/30/2024



APPROVED AS TO FORM:

[Signature]  
CITY ATTORNEY



## 3.2 The Price Proposal

WM provides each customer exceptional service at an outstanding value. Our goal is to provide the most value to our customers through our assets, skilled employees that can focus on safety, unparalleled customer service, and innovative technology while providing consistent, quality service over the full life of the contract. When combined, these benefits allow the City of Sanibel to rely on us for all waste management needs and save on your most valuable resource - time.

### 3.2.1 A Proposal Form

#### CITY OF SANIBEL

#### OFFICIAL PRICE PROPOSAL

DATE: April 30, 2024

**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 # 1  
 Addendum # \_\_\_\_\_  
 Addendum # \_\_\_\_\_  
 Addendum # \_\_\_\_\_

Date: April 25, 2024  
 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.

Advanced Disposal Services Solid Waste  
 Company: Southeast, Inc., DBA WM of Ft. Myers

Address: 11990 SR-62  
Fort Myers, FL 33913

Name: David M. Myhan

Signature: David M. Myhan

Title: President

Telephone: ( 954 ) 984-2035

### 3.2.2 Price Template

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

REVISED PER ADDENDUM #1

RESPONSE NO. 34 &amp; 61

#### CITY OF SANIBEL 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	\$ <u>4.07</u>	X	52	=	\$ <u>211.64</u>
Recyclables	\$ <u>0.86</u>	X	52	=	\$ <u>44.72</u>
Horticulture	\$ <u>1.86</u>	X	52	=	\$ <u>96.72</u>
Billing Charge (Annual)				=	\$ <u>16.63</u>
<b>Total Annual Residential Collection Price \$ <u>369.71</u></b>					

##### Miscellaneous Residential Collection Services <sup>(1)</sup>

- Optional Second Weekly Garbage Collection

Weekly price per dwelling = \$ 17.07

- House/Back Door Weekly Collection

	<u>Weekly Price Per Dwelling</u>
Garbage	\$ <u>5.50</u>
Recyclables	\$ <u>1.46</u>
Horticulture	\$ <u>2.03</u>

- Unbundled Horticultural Collection = \$ 29.96 per cubic yard

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

Waste Management Inc. of Florida

**B.1. Commercial Collection – Basic Can Services**

**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: <sup>(1)</sup>

	<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	<u>\$ 26.43</u>	<u>\$ 52.86</u>	<u>\$ 79.29</u>	<u>\$105.72</u>	<u>\$132.15</u>	<u>\$158.58</u>
Twice Weekly Service	<u>\$52.86</u>	<u>\$105.72</u>	<u>\$158.58</u>	<u>\$211.44</u>	<u>\$264.30</u>	<u>\$317.16</u>

Extra Pick Up Charge = \$ 28.34 Per Can**Horticultural (Optional Service)**Weekly Price Per Unit (Customer) For: <sup>(1)</sup>

	<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	<u>\$17.26</u>	<u>\$34.52</u>	<u>\$ 51.79</u>	<u>\$ 69.05</u>	<u>\$ 86.31</u>	<u>\$103.57</u>
Twice Weekly Service	<u>\$34.52</u>	<u>\$69.05</u>	<u>\$103.57</u>	<u>\$138.09</u>	<u>\$172.62</u>	<u>\$207.14</u>

Extra Pick Up Charge = \$ 26.13 Per Can<sup>(1)</sup> Does not include disposal costs.**Waste Management Inc. of Florida**



**C.1. Commercial Collection – Basic Container Services**

**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 <sup>(1)</sup>						
		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	\$ <u>Included</u>	\$ 34.75	\$ 67.74	\$ 100.73	\$ 133.71	\$ 166.70	\$ 199.69	\$ 53.13
4 CY DUMPSTER	\$ <u>Included</u>	\$ 69.32	\$ 137.94	\$ 205.74	\$ 273.54	\$ 341.34	\$ 409.14	\$ 106.26
6 CY DUMPSTER	\$ <u>Included</u>	\$ 97.37	\$ 199.09	\$ 297.16	\$ 395.24	\$ 493.32	\$ 591.40	\$ 159.39
8 CY DUMPSTER	\$ <u>Included</u>	\$ 123.33	\$ 243.14	\$ 362.98	\$ 482.78	\$ 602.58	\$ 722.39	\$ 189.97
10 CY ROLL-OFF	\$ <u>Included</u>	\$ 595.00	\$ 1190.00	\$ 1785.00	\$ 2380.00	\$ 2975.00	\$ 3570.00	\$ 595.00
20 CY ROLL-OFF	\$ <u>Included</u>	\$ 695.00	\$ 1190.00	\$ 1785.00	\$ 2380.00	\$ 2975.00	\$ 3570.00	\$ 595.00
30 CY ROLL-OFF	\$ <u>Included</u>	\$ 595.00	\$ 1190.00	\$ 1785.00	\$ 2380.00	\$ 2975.00	\$ 3570.00	\$ 595.00
4 CY COMPACTOR	\$ <u>6,342.76</u>	\$ 241.53	\$ 483.05	\$ 724.58	\$ 966.11	\$ 1207.70	\$ 1449.20	\$ 295.51
6 CY COMPACTOR	\$ <u>6,999.98</u>	\$ 348.56	\$ 697.12	\$ 1045.70	\$ 1394.30	\$ 1742.80	\$ 2091.40	\$ 425.22
8 CY COMPACTOR	\$ <u>7,507.75</u>	\$ 446.43	\$ 892.87	\$ 1339.30	\$ 1786.80	\$ 2232.20	\$ 2678.60	\$ 532.36
<b>OTHERS (LIST)</b>								
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

<sup>(1)</sup> Assume no special service (e.g. open gate). Does not include disposal costs**Waste Management Inc. of Florida**

## 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) Per: <sup>(1)</sup>						
		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	\$ <u>included</u>	\$ <u>23.00</u>	\$ <u>44.24</u>	\$ <u>65.48</u>	\$ <u>86.72</u>	\$ <u>107.96</u>	\$ <u>129.20</u>	\$ <u>41.28</u>
4 CY DUMPSTER	\$ <u>included</u>	\$ <u>44.82</u>	\$ <u>87.31</u>	\$ <u>129.78</u>	\$ <u>172.25</u>	\$ <u>214.75</u>	\$ <u>257.23</u>	\$ <u>82.67</u>
6 CY DUMPSTER	\$ <u>included</u>	\$ <u>62.09</u>	\$ <u>121.25</u>	\$ <u>180.41</u>	\$ <u>239.57</u>	\$ <u>298.73</u>	\$ <u>357.89</u>	\$ <u>123.85</u>
8 CY DUMPSTER	\$ <u>included</u>	\$ <u>76.29</u>	\$ <u>149.08</u>	\$ <u>221.83</u>	\$ <u>294.60</u>	\$ <u>367.37</u>	\$ <u>440.14</u>	\$ <u>142.58</u>
10 CY ROLL-OFF	\$ <u>included</u>	\$ <u>595.00</u>	\$ <u>1190.00</u>	\$ <u>1785.00</u>	\$ <u>2380.00</u>	\$ <u>2975.00</u>	\$ <u>3570.00</u>	\$ <u>595.00</u>
20 CY ROLL-OFF	\$ <u>included</u>	\$ <u>595.00</u>	\$ <u>1190.00</u>	\$ <u>1785.00</u>	\$ <u>2380.00</u>	\$ <u>2975.00</u>	\$ <u>3570.00</u>	\$ <u>595.00</u>
30 CY ROLL-OFF	\$ <u>included</u>	\$ <u>595.00</u>	\$ <u>1190.00</u>	\$ <u>1785.00</u>	\$ <u>2380.00</u>	\$ <u>2975.00</u>	\$ <u>3570.00</u>	\$ <u>595.00</u>
<b><u>OTHERS (LIST)</u></b>								
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

<sup>(1)</sup> Assume no special service (e.g. open gate). Does not include disposal costs

Waste Management Inc. of Florida

**D.1. Commercial Properties Miscellaneous Services**

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

**D.1. Commercial Properties Miscellaneous Services <sup>14</sup>**

- Back Door Weekly collection (for can service customers)

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

Garbage \$ 34.71

Horticulture \$ 34.35

- Unbundled Horticultural Collection = \$ 29.96 per cubic yard

- Optional Recycling Program Services

**Weekly Price**

- 14 Gallon Bins – comingled (One collection per week) \$ 2.17 per Bin
- 18 Gallon Bins – comingled (One collection per week) \$ 2.27 per Bin
- 96 Gallon Tote – comingled (One collection per week) \$ 7.59 per Tote
- 96 Gallon Tote – one material (One collection per week) \$ 7.69 per Tote
- Portable Rack System (One collection per week) \$ 27.24 per Rack
- Cardboard Recycling (Does not include container rental) \$ 7.11 per Cubic Yard
- Container Roll-Out Services \$ 7.52 per Roll
- White Goods \$ 37.60 per item (or attach other charging schedule)
- Bulky Goods \$ 22.57 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) \$ 2.17 per Bin
- 18 Gallon Bins – comingled (One collection per week) \$ 2.27 per Bin
- 96 Gallon Tote – comingled (One collection per week) \$ 7.59 per Tote
- 96 Gallon Tote – one material (One collection per week) \$ 7.59 per Tote

<sup>14</sup> Does not include disposal costs

**Waste Management Inc. of Florida**

**Alternate Bid Item No. 3 - A.1. Residential Collection – Curbside Basic Services + 64-gallon carts for recycling****REVISED PER ADDENDUM #1**

**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	\$ <u>3.80</u>	X	52	= \$	<u>197.79</u>
Recyclables	\$ <u>0.53</u>	X	52	= \$	<u>27.38</u>
Horticulture	\$ <u>1.42</u>	X	52	= \$	<u>73.62</u>
Billing Charge (Annual)				= \$	<u>16.63</u>
<b>Total Annual Residential Collection Price \$ <u>315.42</u></b>					

**Miscellaneous Residential Collection Services <sup>(1)</sup>**

- Optional Second Weekly Garage Collection

Weekly price per dwelling = \$ 14.98

- House/Back Door Weekly Collection

	<u>Weekly Price Per Dwelling</u>
Garbage	\$ <u>5.14</u>
Recyclables	\$ <u>1.13</u>
Horticulture	\$ <u>1.58</u>

- Unbundled Horticultural Collection = \$ 29.96 per cubic yard

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

**Waste Management Inc. of Florida**