

TERMS AND CONDITIONS OPERATION OF A SOLID WASTE TRANSFER STATION

1. SCOPE

The Solid Waste Division of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these service(s) and to obtain pricing commitments for the planning including location selection of the facility or facilities, purchasing or securing the parcel(s), permitting, design, construction, construction administration and operation of a Solid Waste Transfer Station Facility (SWTSF) or facilities as listed in the bid documents. The SWTSF shall be planned, permitted, designed, constructed and operated in co-existence between residential, commercial and industrial in the surrounding areas as well as provide a distinguished look that is more commercial in nature versus industrial in nature that upholds the high standards of the City of Jacksonville public facility construction projects.

The City of Jacksonville residential and inter-bedded small commercial collections are served by three private contract haulers and one City of Jacksonville core service area that includes the Downtown District pursuant to COJ Ordinance 382 comprising over 262,000 customers. Class I and Class III Municipal Solid Waste collections and disposal activities outside of the residential haulers including multi-family greater than 15 dwelling units are covered by a Franchise license granted by the City Council pursuant to Ordinance 380, Part 6. There are five exclusions to a franchise hauler including yard waste, C&D, the residual materials from C&D processing provided the MRF maintains an 80% recycle rate for each quarter, treated and untreated biological waste and contaminated or hazardous materials. The City of Jacksonville's Department of Public Works, Solid Waste Division (SWD) is responsible for the collection, transportation and disposal of Solid Waste in Duval County either by City resources or through subcontract vendors. In addition, the SWD oversees the curbside recycling program for paper, plastics, glass, cans and the residential contract haulers for compliance to the City's rules and regulations and for resolving citizen complaints on garbage issues. The SWD is the lead agency for the permitting and oversight of solid waste processing, management, disposal and recycling facilities typically referred to as Certificates of Conveyance and Necessity (CONs).

Solid waste management in Duval County is governed by several ordinances including 380, 382 and 386. Ordinance 380 covers the solid waste management including the disposal, processing and management facilities, rates and fees for disposal, recycling facilities, and non-residential waste haulers. Ordinance 382 governs the waste collection and disposal of the residential haulers and Ordinance 386 governs the flow control of flow in Duval County.

Municipal Solid Waste collection can be generally separated into two categories, residential and commercial/industrial. Residential collection is conducted by three vendors and the City. Advanced Disposal Services covers the NE area of town and has a premise count of 69,215,

Southland Waste Systems covers the N/NE area of town and has a premise count of 71,895, and Waste Pro covers the S/SE area of town and has a premise count of 69,885. The SWD covers the former core area of the city and downtown with a premise count over 52,000 and 221 customers downtown. Non-residential solid waste is conducted by 13 franchise haulers and covers commercial and industrial customers such as retailers, convenience stores, strip and regional malls, businesses and manufacturing and production companies. The City receives 17% of the gross revenue each month from the franchise haulers. The solid waste user fee that is charged to the residents of Duval County is calculated by determining the total budgeted cost of collection and transport for the residential waste and dividing the dollar amount by the number of total - premises. This fee calculation is reviewed annually and adjustments are made as part of the budget process.

Solid waste is transported to the Trail Ridge Landfill (TRLF) for disposal by the residential haulers, franchise haulers, business operators and the general public. TRLF is a double base lined Class I landfill located at 5110 US 301 South, Baldwin, Florida. TRLF is permitted for 5,000 tons per day but averages from 2,500 to 3,000 tons per day. The City just obtained the environmental and solid waste permits for the landfill expansion on the contiguous acreage located north of the existing hill. The newly permitted area will be over 380-acres of lined landfill located on the remaining 577-acres of the parcel. Construction is anticipated to be started in FY14-15. Waste that is brought in for disposal at TRLF can be further divided into four categories. Category I waste special waste which are light and difficult to handle and can create potentially unsafe or unhealthy conditions for employees and require special site preparation and handling procedures (ash and powders). Category II wastes require special acceptance procedures and do not require special handling or site preparation procedures (contaminated materials). Category III wastes are prohibited by law from disposal in Class I landfill and include whole tires, white goods, lead acid batteries which are nevertheless deposited at the working face and have to be removed and Category IV waste which include tires, white goods, lead acid batteries and motor oil received in bulk.

The City also operates the Household Hazardous Waste Facility located at 2675 Commonwealth Boulevard for the use by Duval County residents. This service is free for Duval County residents. This facility is also registered as a small quantity generator that accepts waste from small commercial businesses for a fee. Additionally the City hosts approximately 11 remote events for the collection of household hazardous waste. The remote locations are staged in the various quadrants of the City and at the beaches for the convenience of the local surrounding residents. These events have proven extremely popular as noted by the increased amount of materials that are collected at these remote events.

2. AWARD

Award will be one or more, with a maximum of two to the lowest conforming, responsive bidder. Bidders must bid on all items to be considered for award. Each responsive bidder's quotes for the services under his contract will have an additional cost evaluation pursuant to the

existing residential solid waste hauler's contract Section 7.2.3 - Change in Disposal Site Adjustment. Adjustments will be made to each of the bidder's quotes as applicable pursuant to the provisions of Section 7.2.3 using the bidder's proposed facility location as measured from each of the hauler's Centroid Area stipulated in their respective contracts.

Based on the location of the facility and the Adjustments as stipulated above, multiple bidders may be selected. ALL awards are subject to the availability of funds. The centroid provision for the residential hauler contracts has been attached. A unit price credit that will be added to the bidder's unit cost for the facility size they are bidding on has been provided on the scoring sheet. This credit may be higher or lower than the calculated centroid cost adjustment. This credit may lower the unit price adjustment of the offered services of this bid greater than the hauler contract for competitive bidding purposes.

3. TERM OF AGREEMENT

The term of this agreement is for a maximum total of fifteen (15) years, one (10) year base term from date of award with five (5) one (1) year renewal options. Renewal Options may be exercised at the discretion of the City based on supplier performance and adherence to the terms and conditions set forth in the bid documents. The Contractor will start accepting solid waste no later than October 1, 2017.

4. PRE-BID CONFERENCE

A pre-bid conference will be held (*Need new date by Procurement.*) at the Solid Waste Division Administrative Office located at 1031 Superior Street, Jacksonville, Florida 32254.

5. COMPLIANCE WITH SPECIFICATIONS

The bidder, by affixing their signature to the bid form submitted, agrees to provide service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

6. STATE CONTRACTS

The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for service(s) covered under this bid. The city reserves the right to cancel this contract in whole or in part for such service(s).

7. QUANTITIES

Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to purchase more than the estimated quantities listed or not to make any purchase against this bid if it so deems necessary anytime during the contract period. The minimum base bid will be for a transfer station(s) with a capacity of 1,200 tons per day with a maximum base bid capacity of 2,000 tons per day. Additionally, the City reserves the right to add additional waste streams such as yard waste and recyclable materials in the amount of 1500 tons per day with a maximum of 2,500 tons per day and 250 tons per day with a maximum of 350 tons per day, respectively. Household hazardous waste materials may also be added, but only for storage.

If the City elects to offer drop off services for residential premises for household hazardous wastes, the City would collect and transport the materials for disposal.

Each bidder must bid on the tons per day based only on the capacity of their facility.

8. PRICES

All unit prices shall be all inclusive of labor, expenses, taxes, loading, unloading, sorting, processing, freight, delivery to Trail Ridge Landfill, disposal of residual materials and handling charges to the delivery location as outlined in the bid documents.

9. ESCALATION / DE-ESCALATION

All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry wide increase. The City reserves the right to decline any price increase request.

10. DELIVERY

Delivery of Solid Waste will be to the City's Trail Ridge Landfill located at 5110 US Highway 301 South, Baldwin, Florida. All other waste streams that may be included under this contract will go to the materials recovery facility or disposal/processing facility currently under contract with the City at the time of the negotiations with Contractor and City for the additional waste streams that may be added to this contract.

11. PICK UP AND RETURNS

N/A

12. SUPPLIER ACCESSIBILITY

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the city or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

13. REPORTING

The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

14. INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

A retainer of 10% will be applied to each invoice and the retainer amount will be paid to the contractor at the end of the contract year following proof submitted by the contractor that the total tonnage amount taken in over the contract year has been weighed, processed, recycled, re-used and/or disposed of in accordance with contract documents and specifications.

15. INSURANCE / INDEMNIFICATION

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured.

SPECIFICATIONS OPERATION OF A SOLID WASTE TRANSFER STATION

INTENT - It is the intent of this solicitation to secure the services of a Contractor to accept, weigh, unload, process, sort, reload and transport residential curbside garbage collected by the City and its contractors. Additionally, the Contractor will accept similar waste from the general public at a rate set by the contractor and approved by the City. Additional waste streams and/or curbside recyclable materials may be added to the contract by agreement between the contractor and the City providing the parties can negotiate a mutually agreeable cost for accepting the additional waste streams.

SCOPE OF WORK - The scope of work for this solicitation includes furnishing a complete and permitted site; all labor, equipment, supervision, expenses, fees, taxes, etc. necessary to receive, weigh, process, recycle, reuse, and/or dispose of curbside garbage delivered by the City of Jacksonville and its residential waste haulers including future additional materials as agreed upon.

DEFINITION OF MATERIAL TO BE PROCESSED - For the purposes of this solicitation the material is defined as follows:

Solid waste includes garbage, refuse, yard trash, clean debris, white goods, special waste, ashes, sludge or other discarded material, including solid, liquid, semisolid or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations.

Recyclable material means those materials that the City of Jacksonville has designated to be diverted or removed from the solid waste stream. They include but are not limited to newspapers, magazines, catalogs, paper bags, corrugated cardboard, mixed paper, glass, aluminum cans, certain plastics, metal and bi-metal cans, white goods and other materials that can beneficially be recycled.

Yard Trash means vegetative matter resulting from landscaping maintenance or land cleaning or clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps.

MINIMUM QUALIFICATIONS - In order to qualify to submit a BID the Company or parent Company submitting the Bid must meet two basic qualifications; 1) operated a facility with a minimum of 1,000 tons per day. As part of the BID the Bidder must submit a list of completed or on-going contracts with the volume of material processed or disposed of, the name of the contact person, address and phone number of the client, operational and management personnel experience including Florida Department of Environmental Protection or industry acceptable certification and/or registrations, equipment to be utilized in the operations; and 2) As part of the Bid, the Bidder must document a line of credit of at least \$7,500,000. The Bidder must identify the institution providing the line of credit along with a contact person name address and phone number.

LOCATION OF FACILITY -The Contractor's facility for receipt of the solid waste delivered by the City shall be located in Duval County.

CENTROID OF COLLECTION AREAS - The collection of solid waste, in the City of Jacksonville is currently provided by one of four waste haulers. Those being, the City of Jacksonville (COJ), Advanced Disposal Services (ADS), Southland Waste Systems (SWS) and Waste Pro of Florida (WPF). The compensation paid to each of the haulers will be impacted by the transportation distance from the center of the respective collection areas (centroid) to the proposed processing/reuse/disposal facility. In the evaluation of the bids, the City will take into consideration transportation cost impacts to the residential waste hauler contracts to determine the lowest bid. The transportation component will be evaluated as follows: Time to and from each the proposed processing/reuse/disposal site will be verified by a timed run performed by City of Jacksonville Solid Waste Division personnel. The timed run will be performed on a weekday, and measured twice, once at 10 AM, and the second timed run at 2 PM. The transportation time shall be the average of the two. The time will be converted to annual hours by multiplying the annual number of trips for each hauler by the average transportation time for each hauler. The annual hours will be multiplied by the hourly rate specified in the existing *Residential Waste and Recycling Collection and Transportation Services Contract* of \$114.52 per hour to determine the transportation impact for each of the bidder's facility's. The total annual cost by hauler will be divided by the number of estimated tons each hauler is projected to deliver to determine the cost per ton impact.

The Centroid, and average yearly and monthly tonnage for each of the haulers is as follows:

ADS – Centroid = 1800 Old Middleburg Road. Average tons per year = 24,525.15, average tons per month = 2,043.76.

SWS – Centroid = 8500 Fort Caroline Road. Average tons per year = 32,577.68, average tons per month = 2,714.81.

WPF – Centroid = 7500 Southside Boulevard. Average tons per year = 32,130.28, average tons per month = 2,677.52.

COJ – Centroid = Intersection of Main Street and Bay Street. Average tons per year = 20,735.88, average tons per month = 1,727.99.

COJ Sanitary Services averages 850 tons per year and 70.83 tons per month.

APPROVED PROCESSING AND DISPOSAL METHODS - The City of Jacksonville encourages the recycling and reuse of the Class I waste material that will be delivered under this bid. However, it is the contractor's sole responsibility to process, market, sale, deliver, reuse and/or dispose of the material removed from the Class I waste stream. The method the contractor intends to employ for the processing, reuse and or disposal of the solid waste and any residual materials left over from processing shall be clearly defined in the bid submittal with a copy of all applicable permits allowing the proposed methods. The Contractor, if they so elect, can submit a credit for the sale of recovered recycle materials from the Class I waste stream. Any credits due the City, in whole or part from the sale of recycle materials from the Class I waste stream shall

be clearly identified on the scoring sheet. The credit will be added to the bidder's unit price and may lower the bid price of the bidders fee quote for competitive purposes. All Class I waste processed or unprocessed, regardless of source, shall be transported to Trail Ridge Landfill for disposal.

PERMITS, CERTIFICATES, LAWS AND ORDINANCES - The Contractor shall, at his own expense, procure and maintain all permits, certificates and licenses required of it by law, rule or regulation for the execution of its work. The Contractor shall comply will all laws, ordinances, rules and regulations, relating to the performance of the work. The site(s) must have the correct zoning or zoning exception for the activity covered under this contract including applicable hours of operations, no-use set-backs and/or vegetative buffers, 85% opaque fencing, etc. The site must have a Certificate of Public Convenience and Necessity (CON) approved by the City Council and valid FDEP permit prior to accepting Class I waste.

DELIVERY AND ACCEPTANCE - To the extent the Solid Waste Division of the City controls the disposal of Class I and Class III Materials in Duval county, it will direct disposal of residentially generated materials to the greatest extent possible to the Contractor's Facility. The Contractor shall accept all garbage materials delivered to the facility by the City and its private haulers as well as the cities of Atlantic Beach, Neptune Beach, Jacksonville Beach, the Town of Baldwin, and their respective private haulers if they so choose to do so. The Contractor shall ensure that the Facility has sufficient capacity to adequately manage daily, weekly, and monthly volumes including seasonal fluctuations.

MEASUREMENT AND PAYMENT - The Contractor's facility shall be equipped with a total of (3) platform truck scales certified for commercial transaction by the Florida Department of Commerce in accordance with Chapter 531, Florida Statutes on which all inbound deliveries by the City of Jacksonville and its contractors and out bound shipments by the contractor will be weighed. Two of the scales will be for inbound traffic and one scale will be for outbound traffic after the solid waste vehicle/container has been dumped at the SWTF. Each scale shall be equipped with electronic or radio frequency tracking and reporting capability at a minimum for each company, driver, load, weight, truck number, date and time for daily tabulation of tons routed through the SWTS.

ROADWAYS - The Contractor shall maintain in good and roadworthy condition all roadways of ingress and egress located on the facility site. The roadways shall be free of potholes and debris. The Contractor shall inspect all roadways within a three (3) mile radius of the facility and pick up and dispose of any and all waste that is of the type that would likely have been in any vehicle transferring Waste to the Facility on said roadways. The Contractor shall at a minimum, provide a 100' long paved road leading off of the access highway with proper turning radius and acceleration / deceleration lanes. The Contractor shall provide a 100' long (minimum) asphalt road leading to the scale and one hundred feet beyond it. The roadways shall be 24' wide and designed to accommodate traffic of the nature and weight expected for a solid waste processing facility.

TRAFFIC FLOW - The Contractor shall maintain and direct traffic into, on and out to the site. The Contractor shall control and maintain the flow of incoming waste in such a way that no

delivery vehicle will be detained longer than ten (10) minutes. The site must provide sufficient interior and exterior capacity so that adjacent roadways do not suffer from a decline in the existing level of service. Storage or staging of vehicles on adjacent roadways in normal flow through lanes or turn lanes will not be allowed unless improvements to the facility, or the facility ingress and egress entrance way are planned so as to not impede normal traffic flow on the connected roadways. Documented delays of longer than ten minutes or storage/staging of disposal vehicles on adjacent roadways will result in the deduction of \$150.00 per documented occurrence from the monthly invoice.

RECORD KEEPING - The Contractor shall provide the buildings and all ancillary equipment, but the City shall have the option of staffing, operate, and maintain the scale facility. The Contractor shall keep a daily tally of quantities, by ton, of materials both entering and leaving the facility, including vehicle numbers, transporter, date and time of each delivery. The Contractor shall ensure that all vehicles entering or exiting the facility are weighed. The Contractor shall provide the City with all records on a daily basis, of total material received, total material processed, total material landfilled, and total material recycled. The Contractor shall be responsible for the upkeep, repair and on-going maintenance of the site and facility to ensure a safe and continuous operations.

WORK HOURS - The facility shall be open to receive solid waste, six (6) days per week, Monday through Friday 6:00 AM to 6:00 PM; and Saturday 7:00 AM to 1:00 PM and other times as required by the City.

ENVIRONMENTAL IMPACT - The Contractor shall operate the facility in such a way as to prevent or limit the impact of noise, traffic, dust, litter, odors, rain runoff from both non-processed yard waste and other materials, visual impacts and other impacts which may pose a threat to the environment, the site, and the surrounding areas. The Contractor's site shall include a visual barrier around the perimeter of the facility to reasonably conceal the facility operations. The maximum length of time the Class I waste, processed stockpiled material or recycled material that can be left on-site is listed in Chapter 62-701, Florida Administrative Code.

FENCING - The Perimeter of the Contractor's site shall be fenced to prevent unauthorized access.

SECURITY LIGHTING - The Contractor's facility shall be equipped with security lighting providing adequate illumination of the tipping area for operations during night time hours.

HOST FEES - Chapter 380 of the City of Jacksonville Ordinance Code requires payment of a Host Fee to the City in the amount of \$7.16 for each ton of solid waste deposited in or transferred through a solid waste management facility located within the County. No host fee is due for materials that are recycled. Host fees are due for all solid waste that cannot be recycled and requires disposal, and, any and all other materials that cannot be recycled and require disposal. Host fees are not required where disposal is within Duval County and the host fee is included in the tipping fee cost for disposal.

Solid waste delivered under this contract will be subject to these requirements and the price per ton quoted by the bidder **SHALL INCLUDE ANY AND ALL APPLICABLE HOST FEES.**

SCHEDULE - Bidders **MUST** submit with their bid a schedule guaranteeing a date when their facility can begin accepting the delivery of solid waste.

BASIS OF AWARD - Bid prices will be adjusted to acknowledge transportation impacts to the existing solid waste collection system as specified in the section entitled *`CENTROID OF COLLECTION AREAS`*. The adjusted per ton price will be used for evaluation and determination of the lowest bidder. Bidders must submit **THEIR BID ON THE ATTACHED SCORING SHEET FORM**. Each bidder's submittal will be scored according to a 100 total point score.

The City reserves the right to negotiate with the successful bidder during each of the one year renewal anniversaries a change in contract price if the Contractor has increased or decreased their guaranteed recycle percentage to the fee quote for the next higher or lower recycle percentage as quoted.

COMPETENCY - IMMEDIATE	30 POINTS	28 POINTS	26 POINTS	24 POINTS	22 POINTS
MAX CAPACITY (TONS)	2000	1800	1600	1400	1200
DATE FACILITY CAN START ACCEPTING WASTE	EARLIEST	2ND FASTEST	3RD FASTEST	4TH FASTEST	5TH FASTEST
COMPETENCY - FUTURE	10 POINTS	8 POINTS	6 POINTS	4 POINTS	2 POINTS
MAX CAPACITY (TONS), YARD WASTE	2500	2300	2100	1800	1500
MAX CAPACITY (TONS), RECYCLE	350	325	300	275	250
TRANSPORT FLEET - AVERAGE AGE	2	4	6	8	10
TRANSPORT FLEET - CLEAN ENERGY (BONUS)	100% OF FLEET	80% OF FLEET	60% OF FLEET	50% OF FLEET	25% OF FLEET
GROSS BID AMOUNT	LOWEST	2ND LOWEST	3RD LOWEST	4TH LOWEST	5TH LOWEST
RECYCLE MATERIAL CREDIT					
CENTROID ADJUSTMENT CREDIT					
BID AMOUNT	LOWEST	2ND LOWEST	3RD LOWEST	4TH LOWEST	5TH LOWEST