SUBJECT: WOOD AND YARD WASTE PROCESSING, REUSE, AND DISPOSAL

BID #: SC-0263-22

OPEN DATE: 2021-09-15

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT- PERIOD OF SERVICE FROM OCTOBER 1, 2021 TO SEPTEMBER 30, 2022, WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: SOLID WASTE

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 5 **NUMBER RECEIVED: 1** **OTHER: 0**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to award Trail Ridge Landfill, Inc. as the lowest responsive, responsible, and only bidder. Period of service shall be from October 1, 2021 through September 30, 2022 with four (4) one (1) year renewal options. The total award for to Trail Ridge Landfill, Inc. shall not exceed $2,254,500.00 annually.

Funding for this award shall be funded by account 43101.157007.534060.000000.00000000.00000.0000000, executed by formal contract through the Office of General Counsel, and processed via individual Purchase Order(s).

ATTACHMENTS: Recommendation Memo, Bid Tabulation, Terms and Conditions, Specifications

ANALYST: _____
BRYAN MATUS

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Will Williams, Chief, Solid Waste Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

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

ONE CITY. ONE JACKSONVILLE.

TO: Greg Pease, Chief, Procurement Division

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

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

DATE: September 22, 2021

SUBJECT: RECOMMNENDATION OF AWARD
Wood and Yard Waste, Processing, Reuse and Disposal

Bid No.:	SC-0263-21
Bid Date:	September 15, 2021
Award Amount:	$2,254,500.00

The purpose of this bid is to receive, process, reuse and/or dispose of residential curbside wood and yard waste collected from the residents of Duval County and other public lands and rights-of-way within the county. A total of one (1) bid was received by the City on September 15, 2021. After review of the bid document, the Public Works Department recommends that the lowest bid submittal for the Wood and Yard Waste, Processing, Reuse and Disposal submitted by Trail Ridge Landfill, Inc. (TRLFI - a.k.a. Waste Management of Florida, Inc.) be considered responsive and meets the requirements of the Request for Proposals outlined SC-0263-21. Also, please note, since there was only one bid submitted and the vendor is the current incumbent vendor, there was no need to determine the change of disposal site cost difference that would be either added to or subtracted from the bidder's price to determine the lowest bid pursuant to the residential hauler contract language. Additionally, Public Works has confirmed through www.sunbiz.org and the Florida Department of Environmental Protection's website the appropriate licenses and certifications for the lowest bidder, TRLFI. The bid tabulation spreadsheet, license printouts and certifications are attached.

Therefore, the Solid Waste Division of the Department of Public Works recommends TRLFI be awarded the contract for the one (1) base year in the amount of $2,254,500.00 with a period of service from October 1, 2021 to September 30, 2022. This award includes four (4) one (1) year renewal options. Sufficient funding is contained in 43101.157007.534060.000000.00000000.00000.0000000. Nothing contained herein shall be amended, modified or otherwise revised without prior GGAC and Mayor's approval.

If there are any questions, please do not hesitate to contact me at this office (904) 255-6841. Please advise when this item will be placed on the agenda so a representative of DPW can attend.

JSF/jf

Attachments

TITLE: WOOD AND YARD WASTE, PROCESSING, REUSE AND DISPOSAL

BID NO.: SC-0263-21

OPEN DATE: September 15, 2021 @ 2 p.m.

ANALYST: Annette Burney

No. Invited: (5) No. Received (1) No Bids: (0)

Recorded By: Michelle Spitler Announcer: Melissa Pierce

				Waste Management					
ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	Receive, process, recycle and / or disposal of residential curbside wood and yard waste	135000	Tons	$ 16.70	$ 2,254,500.00		$ -		$ -
			Total Price :	$ 2,254,500.00		$ -		$ -	
			TERMS:	N/S					
			DELIVERY (Business Days):	N/S					
			CONFLICT OF INTEREST:	Y					
			ADDENDUM(1):	Y					

WASTE MANAGEMENT
Trail Ridge Landfill, Inc.
5110 US Highway 301
Jacksonville, FL 32234

September 15, 2021

City of Jacksonville
Public Works Solid Waste Division
214 N. Hogan Street, 1st Floor, Room #110
Jacksonville, Florida 32202

RE: BID NO.: SC-0263-22 WOOD AND YARD WASTE PROCESSING, REUSE AND DISPOSAL

Dear Ms. Annette Burney:

Trail Ridge Landfill, Inc. (Waste Management Inc. of Florida) appreciates the opportunity to participate in this important procurement process and is pleased to present the following response to the City of Jacksonville's request for bid. This letter will clarify the attached response to the above referenced bid document.

Your Trusted Service Partner

Waste Management has more than 215 employees in the City of Jacksonville who provide residential and commercial waste and recycling services for more than 72,000 residences with over 130 collection vehicles to service the City.

Over the years, Waste Management has worked in close partnership with the City to develop a strong foundation of services that provide world-class service for your residents. The Jacksonville-Waste Management partnership has stood the test of time. There is no substitute for a partner that you can count on, no matter what happens. We are heavily involved in your community and sponsorships from the Chamber of Commerce to the Neighborhood Summit and District Cleanup Efforts.

Our innovative services bring the City significant value that will reduce our presence in your neighborhood while providing exceptional service. We have and will continue to work together as partners for the betterment of the City's communities.

The intended use of yard waste is as follows: Trail Ridge Landfill, Inc. is Certified by the Florida Department of Environmental Protection (FDEP) to operate a Yard Waste Facility. Trail Ridge Landfill, Inc. intends to grind the inbound volume of yard waste in accordance with FDEP specifications and mix it 50:50 with soil and use it as initial and intermediate cover soil at the site. The facility does not intend to, but may elect to dispose of the yard waste at the active landfill area as allowed by its FDEP Permit. Trail Ridge Landfill, Inc. understands that disposal of yard waste will incur a Host Fee.

Trail Ridge Landfill, Inc., if the successful bidder, will be ready to begin accepting the yard waste for processing and reuse as soon as October 1, 2021. Waste Management is and will continue to be Jacksonville's Tested, Proven, and Trusted partner. Should you have questions or require additional information, please do not hesitate to contact Greg Huntington, your dedicated Point-of-Contact, at (904) 332-0677 or ghunting@wm.com.

Thank you for your partnership.

Sincerely,

James F. Lambros | Vice President of Waste Management Inc. of Florida | (954) 984-2035 | dmyhan@wm.com

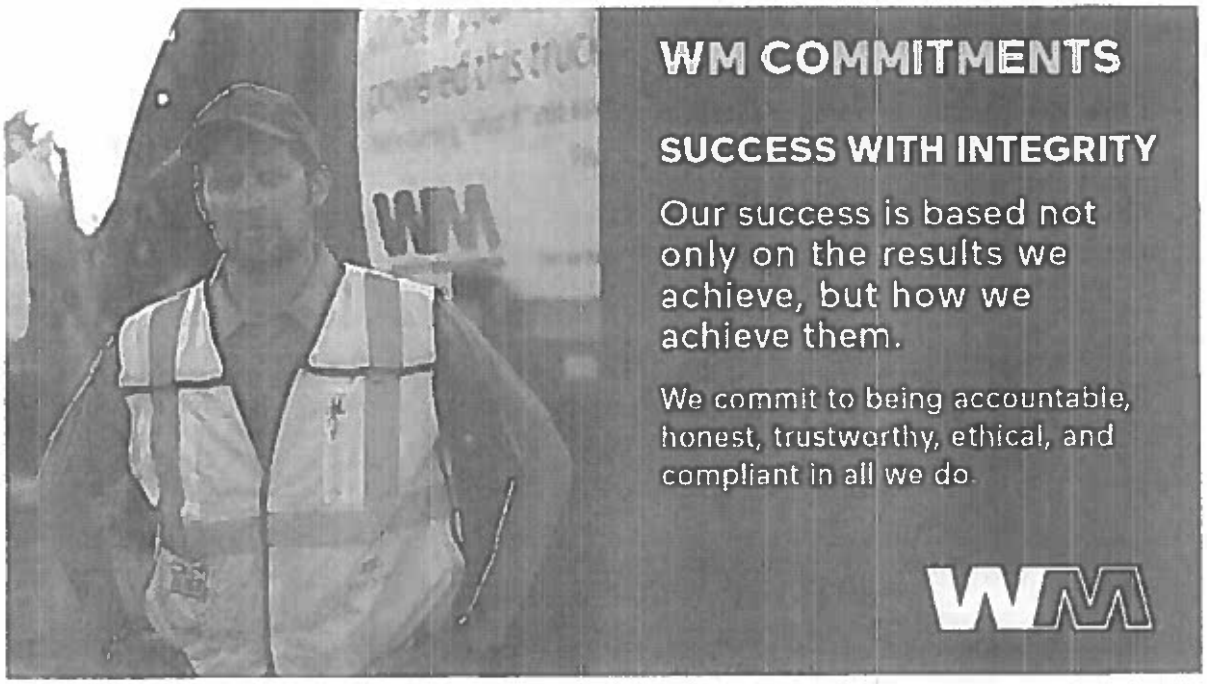
TESTED.
PROVEN.
TRUSTED.

1 | SCOPE OF WORK

Success with Integrity

Trail Ridge Landfill, Inc. will accept the yard waste in accordance with the Specifications of the City of Jacksonville Wood and Yard Waste Processing, Reuse, and Disposal Bid No.SC-0263-22. Upon arrival at the site, all yard waste will be weighed, processed (grinding) and mixed 50:50 with soil and applied as initial and or intermediated cover soil at the landfill. The City of Jacksonville owns the landfill and operates the scale and scale house facility. Trail Ridge Landfill, Inc. plans to negotiate a user fee with the City for weighing the vehicles and providing scale documentation to Trail Ridge Landfill, Inc. for billing purposes.

Please note: The City of Jacksonville and Trail Ridge Landfill, Inc. used this same procedure for the yard waste on previous agreements by and between both parties as far back as 2013. The user fee is $0.50 per ton and our rate submitted with this proposal anticipates the same user fee.



Yard waste will be processed by use of a horizontal grinder and or a tub grinder and will be mixed with soil at a ratio of 50:50 for use a landfill cover. Trail Ridge Landfill, Inc. will subcontract the grinding services to a local company named Spencer Farms. Spencer Farms is qualified to perform the services and the City of Jacksonville has used Spencer Farms on past occasions to grind vegetative waste material.

The facility does not intend to but may elect to dispose of the yard waste at the active landfill area as allowed by its FDEP Permit. Trail Ridge Landfill, Inc understands that disposal of yard waste will incur a Host Fee.

Schedule

Trail Ridge Landfill, Inc., if the successful bidder will be ready to begin accepting the yard waste for processing and reuse as soon as October 1, 2021.

Waste Management's Commitments and Values

Waste Management provides services to nearly 20 million customers - a big job. But we do it one neighborhood, one business, and one home at a time. This makes us an integral part of every community where we operate. We have a stake in helping to make our communities better places in which to work and live - not just for today, but for the future.

In the simplest terms, our values come down to this: **Do the Right Thing. The Right Way.** This idea sets the standard for our fundamental commitments and core values, guiding our daily actions and decisions.

DRIVEN BY OUR COMMITMENTS, GUIDED BY OUR VALUES

We're Commited to Our People First
The proud, caring and resilient members of the Waste Management family are the foundation for our success. We commit to taking care of each other, our customers, our communities and the environment.

We're Commited to Success with Integrity
Our success is based not only on the results we achieve, but how we achieve them. We commit to being accountable, honest, trustworthy, ethical and compliant in all we do.

We Value Inclusion & Diversity
We embrace and cultivate respect, trust, open communications and diversity of thought and people.

We Value Our Customers
We place our customers at the center of what we do and aspire to delight them every day.

We Value Safety
We have zero tolerance for unsafe actions and conditions and make safety a core value without compromise.

We Value Our Environment
We are responsible stewards of the environment and champions for sustainability.

BID FORM

City of Jacksonville
Procurement Division

DATE:

BID: SC-0263-22

THIS FORM MUST BE SIGNED AND INCLUDED IN BID SUBMISSION	
COMPANY NAME AND ADDRESS: Trail Ridge Landfill, Inc. (Waste Management Inc. of Florida) 5110 US Highway 301, Jacksonville, FL 32234 (Facility Address) FID/SSN # 36-3667296	**SUBMIT BID IN DUPLICATE** Bid to be submitted before 2:00 P.M. in Suite #105, 214 N. Hogan St This bid will open on 9/15/21 at 2:00 P.M Ed Ball Building, Suite #110, 214 N. Hogan St, Jacksonville, FL Responses to bid must be in ink or typewritten. PURCHASING ANALYST: Annette Burney EMAIL: aburney@coj.net
BID SECURITY REQUIREMENTS: None Required	**TERM OF CONTRACT:** One (1) Year from Date of Award with Four (4), One (1) Year Renewal Options.
SAMPLE REQUIREMENTS: None Required	**PERFORMANCE BOND:** None Required
QUANTITIES: Quantities indicated reflect the approximate quantities to be purchased throughout the contract period and are subject to fluctuations in accordance with actual requirements.	**FOR TECHNICAL INQUIRIES, CONTACT:** aburney@coj.net Wednesday, September 8, 2021 is the deadline for submitting any questions in writing to the Purchasing Analyst.
AGENCY: SOLID WASTE DIVISION	
WOOD AND YARD WASTE PROCESSING, REUSE AND DISPOSAL BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER, PER TERMS AND CONDITIONS, SPECIFICATIONS AND BID PROPOSAL FORM	
Terms of Payment: Net or ____% discount ____days (discounts offered for payment periods of less than 30 days will not be considered in recommendation of award)	
Bidders Certification	MATERIAL IS F.O.B. Delivery will be made in no less than ____ business days from receipt of Purchase Order
We have received addenda 1 through ____	David M. Myhan — September 15, 2021 Handwritten Signature of Authorized Officer of Firm — Date David M. Myhan, President of Waste Management Inc. of Florida — Phone: (954) 984-2035 Print Individual's Name & Title — Phone Number — Fax Number dmyhan@wm.com Email Address

6 | CERTIFICATE OF INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

1/1/2022

DATE (MM/DD/YYYY): 9/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LOCKTON COMPANIES
3657 BRIARPARK DRIVE, SUITE 700
HOUSTON TX 77042
866-260-3538

CONTACT NAME
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Insurance Co of North America	43575
INSURER C: ACE Fire Underwriters Insurance Company	20702
INSURER D: ACE Property & Casualty Insurance Co	20699
INSURER E:	
INSURER F:	

INSURED
1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING:
TRAIL RIDGE LANDFILL, INC.
5110 U.S. HIGHWAY 301 SOUTH
BALDWIN FL 32234-3609

COVERAGES FLBALDWI CERTIFICATE NUMBER: 17806947 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	Y	HDO G71572985	1/1/2021	1/1/2022	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
	X XCU INCLUDED						MED EXP (Any one person)	$ XXXXXXX
	X ISO FORM CG00010413						PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 6,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 6,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY X ANY AUTO	Y	Y	MMT H25308645	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
	X MCS-90							$ XXXXXXX
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE	Y	Y	XOOG27929242 006	1/1/2021	1/1/2022	EACH OCCURRENCE	$ 15,000,000
							AGGREGATE	$ 15,000,000
	DED RETENTION $							$ XXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C67811860A (AOS) WLR C67811768 (AZ,CA & MA) SCT C67811847 (WI)	1/1/2021 1/1/2021 1/1/2021	1/1/2022 1/1/2022 1/1/2022	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 3,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 3,000,000
							E.L. DISEASE - POLICY LIMIT	$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25308608	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT $9,000,000 (EACH ACCIDENT)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER
17806947
CITY OF JACKSONVILLE
ATTN: CHIEF OF RISK MANAGEMENT
117 W. DUVAL STREET, SUITE 335
JACKSONVILLE FL 32202

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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8 | FDEP PERMIT FOR YARD WASTE

Florida Department of Environmental Protection

Solid Waste Section, Mail Station 4565
2600 Blair Stone Road, Tallahassee, Florida 32399-2400

DEP Form # 62-709.501(1)
Appl for Reg and Ann Rep for a YT Trans
Form Title Station or SW Organic Recycling Facility
Effective Date February 15, 2010
DEP Facility ID No 33628 (Filled in by DEP)
DEP WACS ID No 33628 (Filled in by DEP)
This form is adopted by reference in subsection 62-709.501(3), F.A.C.

Application for Registration and Annual Report for a Yard Trash Transfer Station or a Solid Waste Organics Recycling Facility

PART A - GENERAL INFORMATION

1. Type of Application: New ☐ Renewal (due July 1) ☑ Annual report only for facility operating under permit ☐
2. Type of Facility: Yard trash recycling ☑ Yard trash transfer station ☐ Manure blending ☐ Vegetative, animal byproducts or manure composting ☐
3. Type of Waste Processed: Yard trash ☑ Manure ☐ Animal byproducts ☐ Pre-consumer Vegetative ☐ Vegetative (could/did come into contact with animal products or byproducts or end user) ☐
4. Facility Name: TRAIL RIDGE LANDFILL, INC
5. Registrant Name (or Permittee if annual report only): TRAIL RIDGE LANDFILL, INC
6. Federal Employer Identification Number: 591094518
7. Mailing Address: 5110 US Highway 301 S
   City: Jacksonville State: FL Zip: 32234 3606
   Street Mailing Address (if different):
   City: State: Zip:
8. Facility Location - Street Address or Property Number: 5110 US Highway 301 S
   City: Jacksonville County: Duval
9. Contact Person: PARKER,ERIC Telephone: (904) 748-6006

PART B - ADDITIONAL INFORMATION REQUIRED FOR REGISTRATION APPLICATION

10. Records required by Rule 62-709.320, F.A.C., will be kept at the facility? Yes ☑ No ☐

    If no, please indicate where these records will be kept and made available upon Department request to review the records:

11. Does the registrant own the facility site? Yes ☑ No ☐

    If you answered no, please attach evidence that the facility owner or operator has permission from the landowner to operate a yard trash transfer station or a solid waste organics recycling facility at this site.

12. Has the organic recycling facility begun operations? Yes ☑ No ☐

    If this facility was operating in the previous calendar year, the annual report in Part C must be completed.

13. ~~Include a check or money order for the $35.00 registration fee made payable to the Florida Department of Environmental Protection~~ Payment of $35.00 for this registration was received via online transaction

I affirm that I have read Rules 62-709.320, 62-709.330 and 62-709.350, F.A.C., and shall comply with the requirements specified in those rules. I also affirm that the information provided in the application is true, accurate, and correct to the best of my knowledge. I have attached all documents and/or authorizations that are required.

Eric Parker, Environmental Manager	*Eric Parker*	07/03/2021
Print Name and Title of Registrant or Authorized Agent	Signature	Date

Email address (if available): eparker1@wm.com

Page 1 of 2

PART C - ANNUAL REPORT

14. Calendar Year (January 1 through December 31) Covered by this Report: 2020

15. Values used in this report are in (SELECT ONE) Tons ☑ Cubic Yards ☐

16. For Existing Facilities that have not reported this information in the past, Amount of

    a. Unprocessed Material On Site at Beginning of Report Year: 0

    b. Processed Material On Site at Beginning of Report Year (total): 0

17. Total Quantity of Material Received During Report Year: 92884 00

18. Total Quantity of Material Lost Due to Processing (e g grinding, drying shrinkage, fires, etc) During Report Year: 1 00

19. Total Quantity of Material Removed from Site for

    a. Use (e g , landfill cover, fuel, mulch, compost, etc): 92883 00

    b. Disposal: 0

    c. Other (transfer stations): 0

20. Total Quantity On Site at End of Report Year of

    a. Unprocessed Material: 0

    b. Processed Material: 0

Note that the total sum of items 16 a and b plus 17 must equal to sum of items 18, plus 19 a, b and c, plus 20 a and b

Total of items 16 and 17: 92884 00 Total of Items 18, 19 and 20: 92884 00

I affirm that the information provided in the annual report is true, accurate, and correct to the best of my knowledge.

Eric Parker, Environmental Manager	Eric Parker	07/03/2021
Print Name and Title of Registrant/Permittee or Authorized Agent	Signature	Date

Email address (if available): eparker1@wm.com

PART D - MAILING INSTRUCTIONS

This registration was completed and payment of $35.00 (if applicable) was received via online transaction.

~~Remember to include the $35.00 fee if this is also a registration application. Mail completed form to:~~

~~Department of Environmental Protection~~
~~Solid Waste Section, MS 4565~~
~~2600 Blair Stone Road~~
~~Tallahassee, Florida 32399-2400~~

TERMS AND CONDITIONS

WOOD AND YARD WASTE PROCESSING, REUSE AND DISPOSAL

1. **SCOPE**
The Procurement Division of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s)/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 item(s)/service(s) and to obtain pricing commitments for **WOOD AND YARD WASTE PROCESSING, REUSE AND DISPOSAL.**

2. **AWARD**
Award will be **All or None** to the lowest responsive, responsible bidder. The City reserves the right to reject any or all bids. All awards are subject to the availability of funds.

3. **TERM OF AGREEMENT**
The term of this agreement is for **one (1) year from date of award with four (4), 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.

4. **MINIMUM REQUIREMENTS**
Bidders must comply with the following requirements: failure to comply with either of these requirements may be grounds for rejection:

Contactors must be able to process 50,000 tons of wood and yard waste annually. As part of the bid, the BIDDER must submit a list of completed contracts with the volume of material processed, the name of the contact person, address and phone number of the client.

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

6. **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 add or delete items, to increase the volume of services required, or not to make any purchase against this bid if it so deems necessary at any time during the contract period. The City shall provide the awarded supplier with reasonable notice of any such changes.

7. **DELIVERY**
N/A

8. **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.

9. **PRICES**

All unit prices shall include freight, delivery, and handling charges to the delivery location as outlined in the bid documents.

10. **PICK UP AND RETURNS**

The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within forty-eight (48) hours of notification at no charge to the City or its agencies.

11. **COMPLIANCE WITH SPECIFICATIONS**

The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/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 be 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.

12. **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: COJ1CloudInvoices@coj.net. The invoice email subject line **MUST BE:** inv_300000008806179. Invoices can also be submitted through the 1Cloud Supplier Portal.

13. **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. Bid number should be listed on certificate. Awarded supplier has ten (10) days after bid notification to send a copy of the insurance certificate including bid number.

14. **REPORTING**

The City may request, during the term of award, reports including but not limited to: usage, pricing, and delivery. Awarded supplier(s) will be required to provide reports requested in hard copy and electronic format as requested.

15. **SUPPLIER ACCESSIBILITY**

The City of Jacksonville 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.

(REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK.)

SPECIFICATIONS

I. Intent:

It is the intent of this solicitation to secure the services of a Contractor to accept, process, recycle and/or dispose of yard trash collected by the City and its contractors. Additionally, the Contractor will accept similar waste from the general public for the City of Jacksonville and Duval County residents at a rate set by the Contractor and approved by the City.

II. Scope of Work:

A. The City of Jacksonville, Atlantic Beach, Neptune Beach, Jacksonville Beach and the Town of Baldwin currently generate approximately 80,000 to 100,000 tons annually of residentially generated yard trash with a maximum of 135,000 tons for storm events. The City of Jacksonville is currently responsible for reuse and/or disposal of this material for the residents of the City of Jacksonville, Jacksonville Beach and Baldwin and is soliciting bids for a contractor to accept the material from the City and process, recycle, and/or dispose of the material. The City reserves the right to remove any tonnage from the Jacksonville Beach and Baldwin communities based on any future negotiations and/or amendments involving the inter-local agreements for each community, as applicable. Additionally, the Contractor must allow the communities of Neptune Beach and Atlantic Beach the same unit price per ton for this service if the communities desire to enter into a separate agreement with the Contractor. Yard waste tons for each City residential hauler and other City departments are contained in **Attachment 1.**

B. The scope of work for this solicitation includes furnishing a site; all labor, equipment, supervision necessary to receive, weigh, process, recycle, reuse, and/or dispose of yard trash delivered by the City of Jacksonville and its residential waste haulers.

C. For the purposes of this solicitation yard waste is defined as follows: Yard Trash means vegetative matter resulting from landscaping maintenance, land cleaning or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps.

D. The material delivered to the facility will contain plastic bags and small quantities of other non-yard trash items. The contractor shall be responsible for the removal, processing and disposal of these items. Loads delivered to the facility will not exceed five percent (5%) non-organic contamination by weight, excluding dirt and sand. The contractor shall have the right to reject any load which exceeds this contamination limit.

III. Job Site

A. The Contractor's facility for receipt of the yard trash delivered by the City shall be located in Duval County. The Contractor may elect to use Trail Ridge Landfill for storage, disposal or grinding providing the Contractor enters into an agreement with Trail Ridge Landfill, Inc. (a.k.a. Waste Management) for the use of the facility. Additionally, the existing scales and scale house personnel and equipment operated by the City are not available for use if the Contractor elects to use Trail Ridge Landfill unless the Contractor enters into a separate agreement with the City to use the scales, equipment and personnel. Otherwise, the Contractor would be required to provide a separate scale(s), personnel, facility, infrastructure, hardware/software, etc. to fulfill the requirements of this contract in addition to any permit modifications, fees, engineering, construction, demolition, etc. for the separate scale facility. There is sufficient space for a scale where the former above ground storage tank refueling facility is located. Any infrastructure installed at the facility would be required to be removed by the Contractor at the end of contract.

B. The collection of yard trash 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 change in disposal site adjustment contained in Section 7.2.3 for the residential hauler contract is contained in **Attachment 2**.

C. The transportation component will be evaluated as follows: Time to and from each the proposed processing/reuse/disposal site using the same GPS-oriented method used in the existing residential waste and recycling collection and transportation contract. 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 $105.00 per hour (average) to determine the transportation impact for each of the bidder's facility's. Actual hourly rates are pending and subject to City Council approval. 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.

D. The Centroid address and latitude/longitude for each of the haulers is as follows:

ADS – Centroid = 7664 Lookout Point Drive, 30.28064, -81.773104.

SWS – Centroid = 9810 August Drive, 30.395318, -81.590811.

WPF – Centroid = 9902 Fawn Brook Drive, 30.227679, -81.554453.

COJ – Centroid = 1 Riverside Avenue, 30.32417, -81.668099

IV. Qualification of Bidder:

The Contract shall only be awarded to a responsible Bidder who is qualified by experience and who is financially capable of performing the work specified. Contractors must be able to meet the minimum requirements contained within this RFP.

V. Disqualification of Bidder for Multiple Bids or Collusion:

Any and all such bids will be rejected if more than one bid is submitted from an individual, firm, partnership, corporation or association under the same or different name. If a Bidder is involved or has an interest in more than one bid for the same work, such a bid will be rejected and all other bids in which such Bidder is involved or interested may also be rejected. A Bidder may not submit a bid and also be a subcontractor on a different bid; however, a subcontractor who is not a Bidder may be on more than one bid.

VI. Approved Processing and Disposal Methods:

The City of Jacksonville encourages the recycling and reuse of the material that will be delivered under this bid. However, it is the contractor's sole responsibility to process, market, sell, deliver, reuse and/or dispose of the material. The method the contractor intends to employ for the processing, recycling, reuse and/or disposal of the yard trash and any residual materials left over from processing shall be clearly defined in the bid submittal

along with a copy of all applicable permits allowing the proposed methods. Disposal in landfills will only be allowed at facilities that are beneficially reusing landfill gas; however. the city reserves the right to re-bid the contract pursuant to the Basis of Award if Duval County's FDEP recycle goal is reduced by 1% or greater verses other approved non-disposal recycle methods.

VII. Permit, 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 with 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 bid submittal.

VIII. Delivery and Acceptance:

To the extent the Solid Waste Division of the City controls the disposal of Yard Waste and Wood Waste, it will direct disposal of all residentially generated yard trash to the Contractor's Facility. The Contractor shall accept all yard trash 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. The Contractor shall ensure that the Facility has sufficient capacity to adequately manage daily, weekly, and monthly volumes including seasonal fluctuations. If Atlantic Beach or Neptune Beach elects to deliver their yard waste to the facility, the Contractor shall enter into separate agreements with the respective entities at the quoted bid unit rate per ton.

IX. Measurement and Payment:

The Contractor's facility shall be equipped with a platform truck scale certified for commercial transactions 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.

X. 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 one-half 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.

XI. 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. Documented delays of longer than ten minutes will result in the deduction of $150.00 per documented occurrence from the monthly invoice.

XII. Record Keeping:

The Contractor shall staff, operate. and maintain a 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.

XIII. Work Hours:

The facility shall be open to receive yard trash, six (6) days per week, Monday through Friday 7:00 AM to 6:00 PM; and Saturday 8:00 AM to 1:00 PM and other times as required by the City.

XIV. 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 raw wood and yard waste or processed stockpiled material can be left on-site will adhere to the facility's permit requirements or the requirements of Chapter 62-709.320(2)(e)1 and 62-709.330(2). Florida Administrative Code, whichever is more stringent. All materials not processed and/or removed from the facility within the allowable time frame will not be considered for the host fee reimbursement as determined from the FDEP certified recycling credits.

XV. Fencing:

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

XVI. Security Lighting:

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

XVII. 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 and count towards Duval County's FDEP state recycling goals. Host fees are due for all yard waste that cannot be recycled and requires disposal, and, any and all other materials that cannot be recycled and require disposal including the allowable 5% non-organic by weight allowance. Host fees are not required where disposal is within Duval County and the host fee is included in the tipping fee cost for disposal. For each year of the contract, host fees will be paid to the City for **ALL** tons received by the Contractor or Contractor's Facility that are determined to be **not recycled and/or not processed that counts as recycled** solely based on the tonnage and/or tonnage credit that is determined by the Florida Department of Environmental Protection's certified recycling ton report for that facility and for that reporting year. Please note that the certified tonnage reports from the FDEP for recycling credits are published in the following year(s). For example, the 2016 FDEP certified recycling report would be published sometime in the middle of 2017. A true up of host fee payments will be conducted by the Solid Waste Division when the FDEP certified report is issued.

Yard waste delivered under this contract will be subject to these requirements. The price per ton quoted by the bidder shall be the base bid NOT taking into account any host fees that may be due on non-recyclable materials.

XVIII. Schedule:

Bidders MUST submit with their bid a schedule guaranteeing a date when their facility can begin accepting the delivery of yard trash.

XIX. Basis of Award:

A. 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.

B. The City's desire in awarding this contract is to reach the maximum eligible recycling credit percentage for yard waste from the Contractor established pursuant to F.S. 403.706 and other applicable FDEP reports or documents defining recycling that counts towards a county's recycle goals. For the purpose of this contract, we understand that the following methods of recycling that will preclude payment of a host fee only includes the following activities:

1) Traditional recycling such as mulching and compost,
2) Used or disposed of in FDEP applicable landfill or disposal facilities for daily, weekly, intermediate or final cover in the amounts or ratios as specified in the facility's FDEP permit conditions,
3) Dust control and suppression, erosion and sedimentation control as a soil amendment to the extent that it is actually being used as a product and not just an alternate form of disposal,
4) Road construction, landscaping berms or as a sub-base to the extent it is being used in place of another raw material or product,
5) Used or disposed of in a Class I landfill that is beneficially using landfill gas, or
6) Renewable Energy such as waste to energy plants either as a direct or processed fuel source or for energy production using landfill gas.

C. Additionally, if the method selected by the Contractor for reuse and/or recycling results in a decrease of 1 percent or greater of the total recycle rate goal as determined by the Florida Department of Environmental Protection annual report for Duval County, the City reserves the right to re-bid the contract to ensure maximum recycling benefits to the City. It shall be the responsibility of the contractor to determine if their method of recycling, re-use or disposal is eligible for FDEP recycling credits in Duval County. In terms of material disposed at landfills beneficially using landfill gas or at waste to energy plants, only the megawatt hours of credits received toward the recycling goal will not be charged a host fee (1 megawatt hour credit = 1 ton).

XX. Contract Bond:

A Contract Bond shall be required for this contract at 100% of the one (1) year contract value. The City shall be named as an additional insured on any applicable Contactor's general liability, errors and omissions and/or pollution liability insurance as described in the bid documents.

XXI: Execution of Contract:

The Bidder to whom the Contract has been awarded shall sign two (2) original copies of the Contract Agreement in the form as provided by the city's Office of General Counsel.

XXII. Questions:

All questions regarding this project shall be directed to the purchasing analyst, Annette Burney at aburney@coj.net.