

**Request for Qualifications 2026-02**  
**City of Mexico Beach**  
**Solid Waste Pickup and Disposal**



Date of Issue: January 16, 2026  
Closing: Tuesday, February 17, 2026, at 2:00 p.m. CST

City of Mexico Beach  
Tammy Brunson, City Clerk  
201 Paradise Path  
Mexico Beach, Florida 32456

## TABLE OF CONTENTS

<b>INSTRUCTIONS TO PROPOSERS</b>	3 - 5
<b>EXHIBIT A - Solid Waste Collection and Disposal for Residential Units</b>	
GENERAL SPECIFICATIONS	7 -17
FORMS (REQUIRED TO BE SUBMITTED WITH BID)	18 - 27
ADDENDUM ACKNOWLEDGEMENT	
ANTI-COLLUSION CLAUSE	
CONFLICT OF INTEREST DISCLOSURE FORM	
DRUG FREE WORKPLACE	
E-VERIFY	
SWORN STATEMENT ON PUBLIC ENTITY CRIMES	
CERTIFICATION REGARDING LOBBYING	
<b>EXHIBIT B – Bulk Yard Waste Collection and Disposal for Residential Units</b>	28 - 29
GENERAL SPECIFICATIONS	
<b>EXHIBIT C - Recyclable Waste Collection and Disposal for Residential Units</b>	30 - 31
GENERAL SPECIFICATIONS	
<b>EXHIBIT C – Insurance Requirements</b>	32 - 34
SPECIFICATIONS	

**CITY OF MEXICO BEACH ADVERTISEMENT  
REQUEST FOR QUALIFICATIONS 2026-02  
Solid Waste Pickup and Disposal**

Notice is hereby given that the City of Mexico Beach, Florida is requesting proposals from qualified vendors for the **Solid Waste Pickup and Disposal**. The vendor shall provide qualifications associated with an ongoing services contract.

**All proposals** must be in writing and will be received by Tammy Brunson, City Clerk, by mail, FedEx or hand delivery to Tammy Brunson, City Clerk at 201 Paradise Path, Mexico Beach, Florida 32456 until **2:00 PM (central time), February 17th, 2026**. Proposals will be publicly opened at this time. Only submittals received by the stated time and date will be considered. Submittals received after the time set for the opening will be rejected and returned unopened to the submitter. All submittals shall be submitted in a sealed envelope and clearly labeled, "RFQ 2026-02 **Solid Waste Pickup and Disposal**." Please provide one (1) original paper copy, and one (1) electronic copy of the proposal. Full specifications may be obtained at <https://mexicobeachfl.gov/bids/>. Any Addendums issued during the advertisement period shall be posted to the above website no later than 5:00 PM (central time) February 9, 2026. **IT IS THE BIDDER/PROPOSERS RESPONSIBILITY TO CHECK THE CITY'S WEBSITE FOR ANY ADDENDUMS PRIOR TO SUBMITTING A BID/PROPOSAL.** Quotes shall be firm for ninety (90) days.

**Questions** concerning this request should be submitted in writing to, Tammy Brunson, City Clerk at [t.brunson@mexicobeachfl.gov](mailto:t.brunson@mexicobeachfl.gov) and Juli Danaher, Deputy City Clerk at [j.danaher@mexicobeachfl.gov](mailto:j.danaher@mexicobeachfl.gov) no later than **5:00 PM (central time) February 5th, 2026**.

The City of Mexico Beach encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/womenowned businesses, and disadvantaged business enterprises. The City does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The City reserves the right to waive informalities in bids and to reject all bids. The City will award the Contract to the lowest responsive and responsible bidder; provided, however, the City reserves the right to award the Contract to a bidder who is not the lowest bidder if the City determines that another bid offers the City a better value based upon the reliability, quality of service, or product of such other vendor.

## Delivery

Each proposal shall be addressed to the Tammy Brunson, City Clerk at 201 Paradise Path, Mexico Beach, Florida 32456, and must be received on or before the day and/or hour set for the opening of proposals. Proposals shall be submitted in duplicate, (1) one marked "Original" and (1) the other, "Electronic Copy". Each bid shall be enclosed in a sealed envelope bearing the title of the work, the name of the vendor and the date for opening. It is the sole responsibility of the bidder to ensure that the bid is received on time. The City will review the proposals and notify the selected vendor at the earliest opportunity, not to exceed 60 days from the date of opening.

Each proposal **shall** include, but need not be limited to, the following information.

One original and one copy of:

1. Addendum Acknowledgement
2. Anti-Collusion Clause
3. Conflict of Interest
4. Drug Free Workplace
5. E-Verify
6. Public Entity Crime Form (PUR7068)
7. Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying
8. Qualifications Statement
9. State of Florida or County Contractor License/Certification Copy
10. List of three (3) references for similar type work with contact information.
11. List of subcontractors, if applicable

## Minimum Technical Specification

### This is a Request for Qualifications for Solid Waste & Disposal within the City of Mexico Beach.

The City of Mexico Beach has a population of approximately 1,300 people – 1,700 households. Annually, approximately 1,400 tons of bulk waste and 12,000 cubic yards of yard debris, is collected and transported to the appropriate disposal facility. The work required shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units and other specified locations in accordance with the scope of work. Specifically, the work this proposal is as described in detail in the following Exhibits:

**Exhibit A** - Solid Waste Collection and Disposal General Specifications for Residential Units

**Exhibit B** - Yard Waste Materials Collection and Disposal Specifications for Residential Units

**Exhibit C** - Recyclable Materials Collection and Disposal Specifications for Residential Units

**Exhibit D** – Insurance Requirements

Work Not Covered by Request. The work under this request does not include:

- (a) The collection or disposal of construction or demolition debris from either residential, municipal or commercial locations to include churches and schools
- (b) Disaster debris removal and disposal
- (c) The collection or disposal of Excluded Waste Materials.
- (d) Supply of 96-gallon Solid Waste Receptables

As a reminder:

No oral interpretations will be made to any firm as to the meaning of specifications or any other contract documents. In accordance with the City's Purchasing Policy, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the time the City awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the procurement process, any City Councilmember, any City employee, or any agent of the City who is authorized to act on behalf of the City on such procurement, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. All questions must be submitted to Tammy Brunson, City Clerk in writing at [t.brunson@mexicobeachfl.gov](mailto:t.brunson@mexicobeachfl.gov)



**Exhibit A**

**Solid Waste Collection and Disposal for Residential Units  
General Specifications**

## General Specifications

### 1.0 DEFINITIONS

- 1.1 Bags. Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs. in weight.
- 1.2 Bulk Waste. Stoves, refrigerators (with all CFC removed), water tanks, swing sets, bicycles (without tires), washing machines, furniture, couches, mattresses, and other similar items, and materials other than construction debris, hazardous waste, or stable matter with weights or volumes greater than those allowed for bins or containers, as the case may be. Bulk waste also includes any other oversized wastes which are customary to ordinary housekeeping operations of residential customers and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods, subject to size or volume restrictions set forth in this Code.
- 1.3 Excluded Waste. Ash residue, fuel tanks, commercial and industrial refuse, construction debris, hazardous waste, used oil, lead-acid batteries, tires, biohazardous and institutional waste, Large Dead Animals, offal waste and stable matter.
- 1.4 Institutional Solid Waste. (Excluded from this request) - Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.
- 1.5 Large Dead Animals. - Animals or portions thereof equal to or greater than twenty (20 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.6 Offal Waste. (Excluded from this request) - Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 1.7 Residential Unit. A dwelling within the corporate limits of the city occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of continuous or separate single-family dwelling units, shall be treated as a Residential Unit,

except that each single-family dwelling units within any such Residential Unit shall be billed separately as a Residential Unit.

1.8 Solid Waste Receptable. Refers to a 96-gallon plastic storage container on wheels that is provided by the City of Mexico Beach to each of its customers to store solid waste until their collection day

1.8 Solid Waste. Useless, unwanted or discarded materials with insufficient liquid content to be free flowing, that result from domestic operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial wastewater effluents which are not acceptable for disposal in sanitary sewage treatment system, or any material included in the definition of Excluded Waste.

1.9 Yard Waste. Vegetative matter resulting from landscaping maintenance and minor land clearing operations and included accumulations of shrubbery, cuttings, leaves, grass cuttings, palm fronds, tree trimmings, brush, mulch and associated rocks and soils. Yard waste includes tree limbs or tree trunks that are no greater than six feet in length or eight inches in diameter.

## **2.0 COLLECTION OPERATIONS- GENERAL PROVISIONS**

2.01 Location of 96-gallon solid waste receptable for Collection. All solid waste receptables shall be placed at curbside for collection or have the option for backdoor/concierge service at an additional cost. Curbside refers to that portion of right-of-way adjacent to paved or traveled roadways. All solid waste receptacles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Backdoor/concierge service refers to the contractor retrieving the solid waste receptable from the side of the residential unit and returning it back to its original place after collection. The Contractor shall not be required to pick up articles that are placed in a hazardous location. (i.e. overhead power lines, mailboxes, street signs, etc.) In such situations, the Contractor must notify the Producer/Generator by tagging the location using a system approved by the city.

2.02 Hours of Operation. Collection of Waste Material shall not start before 7:00 a.m. or continue after 5:00 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the

City and the Contractor, or when the Contractor reasonably determines that an exception is necessary to complete collection on an existing collection route due to unusual circumstances.

2.03 Routes of Collection. Collection routes shall be established by the Contractor. The Contractor shall submit a map designating the Waste Materials collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. The Contractor may from time to time make changes in routes or days of collection affecting Residential Units, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. The City shall promptly give written or published notice to the affected Residential Units.

2.04 Holidays. The following shall be holidays for purposes of this proposal: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Contractor shall coordinate with the City by close of business on Thursday before the holiday to determine the make-up day for missed holiday collection. The Contractor may decide to observe any or all the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves the Contractor of his obligation to provide collection services to Residential Units and Municipal Facilities at least ONCE per week.

2.05 Complaints. The Contractor shall understand clearly that a complaint from a Producer/Generator is a complaint from the City. The City will not tolerate repeated complaints regarding missed collections, debris on roadways, damage to personal property, and the like. All the complaints shall be made directly to the Public Works Office and shall be given prompt and courteous attention. These complaints will be communicated via an electronic mail system developed between the city and the Contractor. The Contractor shall be responsible for maintaining a log of complaints based on the information provided to the Contractor by the City. The Contractor shall provide to the City, on a weekly basis, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. In the case of missed scheduled collections, the Contractor shall arrange for the collection not collected within 24 hours after the complaint is received. The city and the Contractor agree that the following performance goals are reasonable in the normal course of doing business:

Collection Complaint Calls to Public Works.... 5 per day  
Electronic Mail System Complaints ..... 3 per day

The Contractor shall be charged for a consistent lack of response to complaints and performance goals. The purpose of this paragraph is to define the terms of those charges. The Contractor will be considered in violation of the terms of this contract if he does not respond to complaints or performance goals in 24 hours. The Contractor shall also keep a daily log of addresses served, and the nature and quantity of the Waste Material collected at that address. In the course of doing business, the Contractor will be allowed to investigate complaints properly and thoroughly, but in no way does this relieve the Contractor from the 24 hours required response time. The City reserves the right to assess a charge at the rate of \$250.00 per occurrence from complaints that exceed the 24-hour response requirement.

2.06 Collection Equipment. The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State of Florida for regular Municipal Waste Collection Services for the City of Mexico Beach. For Waste Material collection, all vehicles and other equipment shall be always kept in good repair and appearance. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

2.07 Office. The Contractor shall maintain an office or other such facilities through which it can be contacted by direct visit or by local (toll free) calls from anywhere in the City. The office shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.

2.08 Hauling. All Waste Material hauled by the Contractor shall be contained, tied, or enclosed to prevent leaking, spilling or blowing.

2.09 Disposal. All Waste Material collected within the City under this Contract shall be deposited at any disposal site properly authorized by the State of Florida. The Contractor shall negotiate directly with the operator of the disposal site for permissions to use the disposal site and the Contractor shall bear all disposal costs.

2.10 Notification. The City shall notify all Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.

2.11 Point of Contact. All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City's Public Works Director, and by the City to the Contractor's General Manager or Operations Manager.

2.12 License and Taxes. The Contractor shall obtain at its solo expenses all licenses and permits required by the City and the State and shall maintain same in full force and effect.

2.13 Litter or Spillage. The Contractor shall not litter premises in the process of making collections, but the Contractor shall not be required to collect any Waste Material that has not been placed in approved manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

2.14 Excess Piles. Any pile in excess of 3.5 cubic yards (6 ft x 4 ft x 4 ft tall), or more than 1000 pounds in weight, will not be collected by the Contractor. Contractor shall notify resident and offer removal based on the size for an additional cost to be negotiated.

### **3.0 BASIS OF PRICES AND METHOD OF PAYMENT**

3.01 Bulk Waste Collection and Disposal Rates. The prices to be paid by the City for the collection and disposal of Bulk Waste from all Residential Units shall be negotiated once a qualified contractor is chosen and adjusted in accordance with Section 4.03 herein, and shall be computed based upon the actual number of Residential Units to which the Contractor provided such services during each month of this Contract. The City shall also pay the Contractor the other costs and charges as specified in Section 3.03 herein.

3.02 Yard Waste Collection and Disposal Rates. The prices to be paid by the City for the collection and disposal of Yard Waste from all Residential Units shall be negotiated once a qualified contractor is chosen and adjusted in accordance with Section 4.03 herein, and shall be computed based upon the actual number of Residential Units to which the Contractor provided such services during each month of this Contract. The City shall also pay the Contractor the other costs and charges as specified in Section 4.03 herein.

3.03 Modification to Rates. (a) CPI Adjustment. Base Rates charged by the Contractor for services will remain fixed as set forth in a negotiated contract and will not be adjusted for changes in the CPI (as hereinafter defined), until October 1, 2027, for Residential Waste. Commencing on those dates, and continuing annually on each anniversary date of the Commencement Date of this Agreement, Base Rates for services may be adjusted by the same percentage as the Consumer Price Index, US City Average of All Urban Consumers, Southwest Regional, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United State Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may b then available so as to carry out the intent of this provision. The Mexico Beach City Council must approve any increase in rates hereunder. Any increase not approved by The City of Mexico Beach City Council will not take effect.

(b) Additional Adjustments. The Contractor shall be entitled to request an increase in Base Rates from time to time during the term of this Agreement, and upon thirty (30) days' written notice to the City, to offset any change in conditions which increase the Contractor's costs, such as changes in the ordinance under which the Contractor is to operate, or changes imposed by governmental agencies beyond the Contractor's control. Documentation of such increases shall be submitted to the City at its request. The City of Mexico Beach City Council must approve any increase in rates hereunder by Resolution. Any increase not approved by the Mexico Beach City Council will not take effect.

3.04 City to Act as Collector. The City shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to this Contract, including those accounts that are delinquent.

3.05 Delinquent and Closed Accounts. The Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the City.

3.06 Contractor Billings to the City. The Contractor shall bill the City for Bulk Waste and Yard Waste collection and disposal serviced rendered to Residential Units within then (10) days following the end of the month, and the City shall pay the Contractor on or before the 25th day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for service rendered to

Residential Units irrespective of whether or not the City collects from the customer for such services. Payments not made by the City on or before their due date shall be subject to late fees of a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or b) the maximum allowed by law, if less than a). In the event the City withholds payments of a portion or whole of an invoice and it is later determined that a portion or all such withheld amount is owed to the Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by the city.

3.07 Audit. The City may request and be provided with an opportunity to audit all relevant books and records of the Contractor which are used to support the calculations of the charges invoiced to the City under this Contract. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at the Contractor's premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the City within ninety (90) days of any such audit request from the City.

#### **4.0 COMPLIANCE WITH LAW**

The Contractor shall conduct operations under this Contract in compliance with all applicable laws of the State of Florida; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

#### **5.0 NON-DISCRIMINATION**

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

#### **6.0 RISK ALLOCATION AND INDEMNITY**

6.01 The Contractor shall be responsible for any and all claims for personal injuries, death, or the loss of or damage to property to the extent caused by the Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents. The Contractor will indemnify the City and hold it harmless against any and all such claims, to the extent caused by the Contractor's negligence, or acts of willful misconduct or those of its subcontractors or agents.

6.02 If Excluded Waste is discovered before it is collected by the Contractor, the Contractor may refuse to collect the Bag, Bundle, Bulky item, and Yard Waste materials. In such situations, the Contractor must

6.02 If Excluded Waste is discovered before it is collected by the Contractor, the Contractor may refuse to collect the Bag, Bundle, Bulky item, and Yard Waste materials. In such situations, the Contractor must notify the property owner by tagging the location using a system approved by the City.

#### **7.0 LICENSES AND TAXES**

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

#### **8.0 FORCE MAJEURE**

Except for the City's obligation to pay amounts due to the Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. In the event of such a flood, hurricane or other Act of God, the City shall grant the Contractor variances in routes and schedules, as deemed necessary, by the Contractor.

#### **9.0 ASSIGNMENT OF CONTRACT**

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the City's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to the Contractor.

#### **10.0 EXCLUSIVE CONTRACT**

The Contractor shall have an exclusive franchise, license and privilege to provide Waste Material collection and disposal services within the corporate limits for and on behalf of the City to the designated Residential Units covered by this Agreement.

#### **11.0 TITLE TO WASTE AND RECYCLABLE MATERIALS**

Title to Waste Materials shall pass to the Contractor when placed in Contractor's collection vehicle.

## **12.0 TERMINATION OF CONTRACT**

12.01 Failure by the City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. The Contractor may terminate this Contract after such cure period if the city has not adequately corrected such breach in accordance with this Contract and the Contractor so notifies the City in writing of such termination action. At such time, the City shall pay the Contractor all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damages as expressly provided in these terms and arising prior to such termination date.

12.02 All notices or other communications require or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addresses, (iii) by delivery to an independent third party commercial delivery service for same day or next day and providing for evidence of receipt at the office of the intended addresses, or (iv) by prepaid telegram, telex, or facsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addresses. Notwithstanding anything contained herein to the contrary, any notice of default under this agreement must both be (i) mailed by Certified Mail, return Receipt Requested and (ii) faced to the alleged defaulting party to constitute proper notice hereunder. For purposes of notice, the addresses of the parties shall be as set forth below, provided that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of the thirty (30) days' notice to the other party in the manner set forth herein.

If to the City,  
at:

City of Mexico Beach, Florida  
201 Paradise Path  
Mexico Beach, Florida 32456  
ATTN: Mayor / City Administrator

If to the Contractor at: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

With a copy to: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

**13.0 CONTRACTOR'S PROPERTY**

All equipment that the Contractor furnishes under this Contract shall remain the Contractor's property. The City and its Producers/Generators shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment.

**14.0 NEWLY DEVELOPED AREAS**

The Contractor will, within thirty (30) days of notification by the City, provide Waste material collection and disposal services of the same frequency and the quality required by the Contract to newly developed areas within the City's current territorial limits, and any areas that may be annexed by the City which contain Residential Units which the City would like the Contractor to service. The unit price Bid for each Residential Unit shall constitute the unit price for additional areas annexed or developed.

## **15.0 MISCELLANEOUS TERMS**

15.01 The Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that the Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.

15.02 The Contractor shall have no confidentiality obligation with respect to any Waste Materials collected pursuant to this Contract.

15.03 No intellectual property (IP) rights in any of Contractor's IP are granted to the City under this Contract.

15.04 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.

15.05 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.

15.06 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provisions shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.

15.07 This Contract shall be interpreted and governed by the laws of the State of Florida.

15.08 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.

**ADDENDUM ACKNOWLEDGEMENT**

I acknowledge receipt of the following addenda:

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

It is the responsibility of the firm to ensure that they have received addendums if issued. Review the City's website or [t.brunson@mexicobeachfl.gov](mailto:t.brunson@mexicobeachfl.gov) or [j.danaher@mexicobeacgfl.gov](mailto:j.danaher@mexicobeacgfl.gov) prior to submitting your proposal to ensure that you have received addendums.

**ANTI-COLLUSION CLAUSE**

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all firms, must disclose if any City of Mexico Beach, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a City employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES \_\_\_\_\_

NO \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DRUG FREE WORKPLACE**  
**Section 287.087 Florida Statutes**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**E-VERIFY**

Vendor/Consultant acknowledges and agrees to the following: Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

This Form Must Be Signed And Sworn To In The Presence Of A Notary Public Or Other Official Authorized To Administer Oaths And Submitted With The Bid

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_  
For \_\_\_\_\_

Whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): \_\_\_\_\_

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency of political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that "affiliate" as defined in Paragraph 287.133 (1)(a) , Florida Statutes, means:
- (a.) A predecessor or successor of a person or a corporation convicted of a public entity crime, or
  - (b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling agreement of

(c.) equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statute, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [Attach a copy of the final order].

6. I understand by my execution of this document, I acknowledge that the entity submitting this sworn statement has informed by the City of Mexico Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"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 bid on a contract to provide any goods or services

to a public entity for the construction or repair of a public building or public work, may not submit bids 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Its: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
[printed, typed or stamped  
Commissioned Name of Notary Public

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING  
(for bids of \$100,00 or more)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

**CONTRACTOR NAME:** \_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor’s Authorized Official

\_\_\_\_\_  
Name and Title of Contractor’s Authorized Official

\_\_\_\_\_  
Date



**Exhibit B**

**Bulk and Yard Waste Materials Collection and Disposal  
Specifications for Residential Units**

**EXHIBIT B**  
**BULK AND YARD WASTE MATERIALS COLLECTION**  
**SPECIFICATIONS FOR RESIDENTIAL UNITS**

The Contractor shall provide curbside collection of Yard Waste Material to all Residential Units. The purpose of this section is to describe the criteria for collection of yard waste materials.

- a. The Contractor will be obligated to collect all Yard Waste produced by residents with exception of commercial yard waste produced from professional services hired to trim or clean property.
- b. The Yard Waste collected by the Contractor will be delivered to an approved site designated by the Contractor.
- c. The Contractor shall not be required to pick up articles that are placed in hazardous location (i.e. overhead power lines).
- d. Yard Waste shall be collected every other week using a route negotiated with the City and the Contractor.
- e. All bundles, yard debris and bulky waste items shall be placed at curbside for collection.

2 Municipal Point of contact for Yard Waste Materials Collections -  
PROJECT MANAGEMENT:

- a. Name: Sam Buccieri
- b. Mailing Address: 201 Paradise Path, Mexico Beach FL, 32456
- c. Telephone Number: 850-215-7198
- d. Email Address: [s.buccieri@mexicobeachfl.gov](mailto:s.buccieri@mexicobeachfl.gov)

3. Municipal Point of contact Yard Waste Materials Collections - INVOICES:

- a. Name: Mike Snyder, Finance Director
- b. Mailing Address: 201 Paradise Path, Florida 32456
- c. Telephone Number: 850-648-5700
- d. Email Address: [m.snyder@mexicobeachfl.gov](mailto:m.snyder@mexicobeachfl.gov)



**Exhibit C**

**Curbside Recyclable Materials Collection  
Specifications for Residential Units**

**EXHIBIT C**  
**RESIDENTIAL CURBSIDE RECYCLING COLLECTION**  
**SPECIFICATIONS FOR RESIDENTIAL UNITS**

The Contractor shall provide curbside collection of Recyclable Material to all Residential Units. The purpose of this section is to describe the criteria for collection of yard waste materials.

- a. The Contractor will be obligated to collect all Recyclable Waste produced by residents with exception of commercial recycle waste.
- b. The Recyclable Waste collected by the Contractor will be delivered to an approved site designated by the Contractor.
- c. The Contractor shall not be required to pick up articles that are placed in hazardous location (i.e. overhead power lines).
- d. Recyclable Waste shall be collected once per month using a route negotiated with the City and the Contractor.
- e. The Recyclable Waste shall be placed at curbside in a enclosed provided container for collection.

2 Municipal Point of contact for Recyclable Waste Collections -  
PROJECT MANAGEMENT:

Name: Sam Buccieri

Mailing Address: 201 Paradise Path, Mexico Beach FL, 32456

Telephone Number: 850-215-7198

Email Address: [s.buccieri@mexicobeachfl.gov](mailto:s.buccieri@mexicobeachfl.gov)

3. Municipal Point of contact Yard Waste Materials Collections - INVOICES:

Name: Mike Snyder, Finance Director

Mailing Address: 201 Paradise Path, Florida 32456

Telephone Number: 850-648-5700

Email Address: [m.snyder@mexicobeachfl.gov](mailto:m.snyder@mexicobeachfl.gov)



**Exhibit D**

**Insurance Requirements**

**EXHIBIT D**

**INSURANCE REQUIREMENTS**

During the term of this Contract, the Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

<b>Workers' Compensation</b>	Statutory
Coverage A	\$1,000,000 each Bodily Injury by Accident
Coverage B- Employers liability	\$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease
<b>Automobile Liability</b>	\$1,000,000
Bodily Injury/Property Damage	Coverage is to apply to all owned, non-owned, hired and leased vehicles {including trailers}. MCS-90 endorsement for pollution liability coverage
Combined - Single Limit	
Pollution Liability Endorsement	
<b>Commercial General Liability</b>	\$1,000,000 each occurrence
Bodily Injury/Property Damage	\$1,000,000 general aggregate
Combined - Single Limit	

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by the City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A- "and a financial size category of at least VII. Upon the City's request, the Contractor shall furnish the City with a certificate of insurance, evidencing that such coverages are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show the City as an additional insured under the Automobile and General Liability policies; and (iii) shall contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of the City. In addition, the following requirements apply:

- a. The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- b. Coverage must be provided for Products/Complete Operations.
- c. The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.



---