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Ron DeSantis, Governor
Jonathan R. Satter, Secretary

**ATTACHMENT A
STATEMENT OF WORK
FOR
RENTAL – TRASH AND RECYCLE CONTAINERS AND COMPACTORS
DMS-19/20-004**

**THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

TABLE OF CONTENTS:

SECTION 1. STATEMENT OF WORK.....	2
SECTION 2. CONTRACTOR DELIVERABLES.....	2
SECTION 3. PERFORMANCE MEASURES AND FINANCIAL CONSEQUENCES.....	3
SECTION 4. SUBCONTRACTORS.....	3
SECTION 5. ADDITIONS / DELETIONS.....	4
SECTION 6. TRANSITION PLAN.....	4
SECTION 7. WARRANTIES.....	4

SECTION 1. STATEMENT OF WORK

For the term of the Contract, the Contractor shall provide rental trash and recycle containers and compactors for use in the facilities identified in Attachment C – Facility List and Site Visits.

SECTION 2. CONTRACTOR DELIVERABLES

- 2.1 The Contractor shall provide trash and recycle containers and compactors in the sizes and at the sites identified in Attachment C - Facility List and Site Visits. The Department may request additional container or compactor sizes at the pricing outlined in ATTACHMENT D – Price Sheets.
- 2.2 The Contractor shall ensure all open top containers are new or refurbished to appear and function as new, with closable lids or side doors in place and in operable condition which shall be verified by the Facility Manager and/or designee.
- 2.3 The Contractor shall ensure all open top containers are delivered to the sites and placed in their designated spaces as identified in Attachment C – Facility List and Site Visits, pursuant to the transition plan developed by the parties.
- 2.4 The Contractor shall ensure all compactor type containers are delivered and connected to the existing power supply, and operate appropriately. The Contractor shall verify all power requirements at the sites which currently utilize compactor type containers. The Facility Manager and/or designee will verify the proper operation upon delivery and set up. The Contractor shall ensure that all equipment provided will connect to existing power currently at the container sites.
- 2.5 The Contractor shall ensure all containers and compactors are serviced as needed to include all and any repairs required, unless due to negligence, abuse, or misuse by other than the Contractor, at no additional cost to the Department.
- 2.6 The Contractor shall make all necessary repairs to any container or compactor within twenty-four (24) hours from receipt of a notification call from the Department's Contract Manager or Facility Manager. If repairs are unable to be completed within twenty-four (24) hours, the Contractor will notify the Department's Contract Manager or the Facility Manager and provide a replacement container and compactor (loaner) of equal size, within the twenty-four (24) hours, until repairs can be completed.
- 2.7 The Contractor shall provide to the Facility Manager or designee a minimum of six (6) operating keys for each compactor.

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SECTION 3. PERFORMANCE MEASURES AND FINANCIAL CONSEQUENCES

Table 1 – Performance Standards and Guarantees			
Category	Guarantee	Measurement	Minimum Result of Noncompliance
Trash and Recycle Containers and Compactors	Contractor shall provide trash and recycle containers and compactors at the sites identified in Attachment C - Facility List and Site Visits pursuant to this Statement of Work.	Measured in the number and size of containers and compactors provided upon request by the Department per facility.	Five percent (5%) deduction from invoice, per occurrence.
Open Top Containers	Contractor shall ensure all open top containers are: 1. New or refurbished to appear and function as new, with closable lids or side doors in place; 2. In operable condition; are delivered to the sites; and 3. Placed in their designated spaces pursuant to this Statement of Work.	Measured in monthly inspection of the equipment to determine physical condition of containers.	Five percent (5%) deduction from invoice, per occurrence.
Repairs	Contractor shall make all necessary repairs within twenty-four (24) hours from receipt of a notification call from the Contract Manager or Facility Manager that repairs are needed pursuant to this Statement of Work.	Measured in the number of hours required for Contractor to complete necessary repairs and if Contractor provided a replacement container or compactor (loaner) of equal size until repairs can be completed.	Five percent (5%) deduction from invoice, per occurrence.
<i>*Please note that failure to perform may also constitute a default pursuant to rule 60A-1.006, Florida Administrative Code</i>			

Withholding Payment: In addition to the specific consequences explained in this Statement of Work, the State reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to perform/comply with provisions of this Contract. These consequences for non-performance shall not be considered penalties.

SECTION 4. SUBCONTRACTORS

The Contractor shall use only those subcontractors as contained in the subcontracting form of the Contractor's response to the solicitation. Should the Contractor need to subcontract any services to the subcontractor not identified in the Contractor's Response to the solicitation, the Contractor

shall submit a written request to the Department's Contract Manager and shall obtain prior approval.

SECTION 5. ADDITIONS/DELETIONS

During the term of the Contract, the Department shall have the right to add and/or delete a facility or facilities as well as the number of containers and/or compactors at a facility or facilities covered by this Contract as it deems appropriate with advance written notice. Additions shall be priced based on the unit pricing in Attachment D – Price Sheets. Deletions shall result in a price reduction equal to the amount set forth in the Contract pricing. Additions and/or deletions of other facilities or containers and/or compactors shall be upon written mutual agreement of both Parties through a Contract amendment.

SECTION 6. TRANSITION PLAN

Within ten (10) business days after Contract execution, the Department will conduct a pre-service meeting or conference call with the Contractor to discuss the Statement of Work and services needed beginning August 1, 2020. Based on the results of the solicitation, should the incumbent Contractor not be selected, a coordination meeting will be held thirty (30) days prior to August 1, 2020, with both the incumbent and newly selected Contractor for the intended replacement of all existing equipment.

SECTION 7. WARRANTIES

The Contractor warrants that all products furnished under the Contract shall be free of defective material and workmanship for the life of the Contract, including renewals, and will be done so as to avoid noncompliance under Table 1 – Performance Standards and Guarantees. Warranty repairs shall be completed within the time specified in any support level requirements. If it is unlikely that the time for repairs will exceed the specified time, the Contractor shall provide equivalent loaner equipment upon request. Loaner equipment shall be provided at no cost, including shipment to the Department's location and return of loan equipment to the Contractor.

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